

ELVINGTON SCOUT GROUP PREMISES - HIRE AGREEMENT

The Hirer/s must be aware that on signing this Hire Agreement they are entering into a legally binding contract. All the clauses of this Hire Agreement the annexed Standard Conditions and any Special Conditions of Hire form part of the Hire Agreement.

The person who signs the Hire Agreement whether as private hirer and/or as the authorised representative of a business organisation or company will be considered to be the Hirer for the purposes of complying with the Terms and Conditions of Hire.

IT IS AGREED AS FOLLOWS:

1. In consideration of payment of the total hire fee set out in clause 6, Elvington Scout Group Committee (the Committee) agrees to permit the Hirer named below (the Hirer) to hire Elvington Scout Group Premises (the Premises) for the period/s and use/s set out below:

2. HIRER

Full Name	
Address	
Post Code	
Tel No.	
Email	

Name of Organisation	
Authorised Representative	
Address	
Tel No.	
Email	

3. DATE/S REQUIRED: (dd/mm/yyyy)

DATE FROM:		DATE TO:	
START TIME :		FINISH TIME:	

PREPARATION TIME: Please ensure you have booked time for preparation. This is chargeable at the normal hire rate as detailed below. Keys will only be made available from hire time.

4. **HIRE FEES:**

The charge for Scout Groups or not for profit organisations is: £20 per day for daytime hire (9am-6pm) or for evening hire only (5pm-9pm) £30 per night for overnight stay 6pm-9am (so 24 hour hire would be £50)
Total number of Days/Evenings Nights
The HIRE CHARGE for this event is:

The Total Hire Charge due is to be paid in full at the time of booking, preferably by bank transfer or cheque made payable to Elvington Scout Group'

Please return completed and signed Hire Agreement and details of payment to:

Treasurer@elvingtonscoutgroup.org AND info@elvingtonscoutgroup.org

Payment via bank transfer should be made to:

Bank account: Lloyds

Sort code: 309897

Account no: 69424862

Account name: Elvington Scout Group

Cheques to be posted to the Group Treasurer: Jess Wilson, 19 Wheldrake Park, Wheldrake, York, YO19 6AT

Please reference payment with Hirer/Organisation name, hire date and start time

5. **CANCELLATION BY THE HIRER OR TERMINATION BY THE COMMITTEE**

Please see Standard Conditions of Hire.

6. **LICENCED EVENTS AT ELVINGTON SCOUT GROUP PREMISES:** Licenses for selling of alcohol must be obtained from City of York Council.

THE FIRE SAFETY RISK ASSESSMENT LIMITS THE TOTAL NUMBER OF PERSONS WHO MAY RESORT TO THE PREMISES AT ANY ONE TIME TO 120. THE FIRE SAFETY REQUIREMENTS OVER-RIDE ANY OTHER PROVISIONS INCLUDING THE LICENSING CONDITIONS.

PLEASE HAVE CONSIDERATION FOR OUR NEIGHBOURS AND TURN OFF ALL MUSIC BY 11.00PM.

It is the Hirer's responsibility to obtain any other Licences which may be necessary for the event or activity and to provide copies of these Licences to the Committee BEFORE the event for which the Scout Hut has been hired (and see Standard Conditions).

Please confirm which licensable activities will take place at your event or mark Not Applicable (as appropriate)	
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7. **RESPONSIBILITY:**

The Hirer confirms that s/he will be present (by its authorised representative if appropriate) during the period of Hire and will comply fully with this Hire Agreement (and see Standard Conditions of Hire). The Hirer will take on the responsibility of maintaining the Scout Hut in the condition it was found for the duration of the hire. Please note that Sellotape, Blu Tack, pins and any other means are strictly forbidden for use on walls and ceilings. Any damage will result in the hirer being responsible for redecorating where necessary. The hirer will also ensure that the Scout Hut be left as they found it – should it not be a cleaning surcharge will be charged. Any rubbish which will not fit in the outside bin should be taken by the hirer – no rubbish to be left by side of bins.

Please do not allow any vehicles onto the lawn areas – ball games are allowed in this area but planting should be respected.

8. **BOOKINGS SECRETARY:**

The Bookings Secretary acting for the Committee to whom all communications should be sent to is: info@elvingtonscoutgroup.org

Any requests for bookings that are made to other members of Elvington Scout Group (Committee members/section leaders/assistant leaders) must be referred to the Bookings Secretary for approval. Only the Bookings Secretary can accept formal bookings on behalf of Elvington Scout Group.

Keys are to be collected and returned as per prior agreement between the hirer and the bookings secretary.

9. **END OF HIRE:**

At the end of the Hire period, the Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition, the Scout Hut swept through, kitchen surfaces, cooker, showers and toilets clean, tables and

chairs returned to their storage areas in the condition they were found and correctly positioned, all bins emptied, lights turned off, all doors and windows closed and properly locked and secured unless directed otherwise, any contents temporarily removed from their usual positions properly replaced, and any fixtures or fittings placed with the permission of the Committee removed and any damage made good, otherwise the Committee shall be at liberty to make an extra charge to cover reasonable costs incurred in addition to retaining the Security Deposit. The Scout Hut keys must be returned as per prior agreement between the bookings secretary and the hirer.

10. SIGNED (HIRER):

Signature of Hirer	
PRINT NAME	
ADDRESS	
DATE SIGNED	

Standard Conditions of Hire

These Standard Conditions are made available to all hirers either in hard or electronic copy and are available to read on the Scout Group notice board and on the Group website. If the Hirer is in any doubt as to the meaning of any Condition, the Elvington Scout Group Bookings Secretary should be consulted immediately.

1. Age and Responsibility of Hirer

The Hirer **who must be 18 years of age or over at the date of the Hire Agreement** hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all Conditions under this Hire Agreement relating to the management and supervision of the premises are met.

2. Supervision

The Hirer shall during the period of the hiring be responsible for: supervision of the premises,, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Scout Group Bookings Secretary or any Committee member, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

The Hirer shall not use the premises including the field and car park for any purpose other than that described in the Hire Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

No climbing on internal or outdoor Scouting equipment including shipping container is permitted.

Use of any of the Scouting equipment of Elvington Scout Group by any other Scout Group hiring the hut must be discussed and agreed in writing in advance of the booking being accepted. Any equipment of Elvington Scout Group that has been used with the prior agreement of the Scout Group must be returned to its proper storage space after use and in the condition it was in before use.

4. Charity Commission

a. Elvington Scout Group is held on strict charitable trusts with the Charity Commission for the purposes of a Scout Group. The Committee has a duty to ensure that these trusts are preserved and that the Scout Group is administered in accordance with those trusts. The Committee hereby reserves the right to terminate this Agreement without notice to the Hirer if it should come to the attention of the Committee that the Scout Group premises are being used in such a way as to be in breach of these charitable purposes. Any Hire fee will be retained by the Committee and the Committee will seek recompense for any damages and costs to the Scout Group and/or Committee occasioned by such breach.

b. In the event of the Scout Group premises being required for the fulfilment of its charitable purposes on the same date/time as a reserved Hire, notice will be given to the Hirer as soon as reasonably practicable and any booking fees paid by the Hirer will be refunded in full. The Committee shall not however be liable to make any further payment to the Hirer in respect of expenses, costs or losses incurred directly or indirectly by the Hirer in relation to the termination.

5. Insurance and indemnity

The Hirer shall be liable for:

a. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises during the period of Hire including the curtilage thereof and the contents of the premises.

b. all claims, losses, damages and costs made against or incurred by the Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the Hire and use of the premises (including the storage of equipment) by the Hirer.

c. all claims, losses, damages and costs made against or incurred by the Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

d. the Hirer shall indemnify and keep indemnified accordingly each member of the Committee and the Committee's employees, volunteers, agents and invitees against such liabilities in (a) (b) and (c) above.

6. Gaming betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the laws relating to gaming, betting and lotteries.

7. Music Copyright Licensing

Where necessary the Hirer shall ensure that Elvington Scout Group holds any relevant Licences under the Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or where appropriate that the Hirer holds a relevant Licence.

8. Film and Television

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film. The Hirer must not permit broadcasting or viewing of analogue or digital television at the Scout Group.

9. Childcare Act 2006

Where appropriate the Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and other relevant and/or current legislation and only fit and proper persons who have passed the appropriate criminal records checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

10. Public and Fire Safety compliance

a. The Hirer shall comply with all conditions regulations and legal requirements made in respect of the premises by the Local Authority the Licensing Authority and the Hut's Fire Safety Risk Assessment or otherwise particularly in connection with any event which constitutes regulated entertainment at which alcohol is sold or provided or which is attended by children. The Hirer must comply with the Hut's Fire Safety and Health and Safety policies copies of which are available for inspection on the Fire and General Safety Notice Board inside the Hall.

- b. The hirer must nominate a competent person to take charge in case of fire, to ensure that all persons at the hall can escape unimpeded through the fire exits and to assemble in the car park or other nominated assembly area. Improper operation of the fire alarm or extinguishers will result in a charge being levied
- c. The Fire Brigade shall be called to any outbreak of fire or suspected fire however slight and details shall be given to the Bookings Secretary and to the Committee.
- d. The Hirer hereby acknowledges that they have received information in the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hut.
 - The location of fire equipment.
 - Escape routes and the need to keep them clear.
 - Understanding the operation and importance of any fire doors and of closing all fire doors at the time of a fire.
- e. In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
- The location of the First Aid Box (kitchen and under boiler in main room near front door)
 - All fire exits are unlocked and panic bolts in good working order.
 - All escape routes are free of obstruction and can be safely used for instant free public exit.
 - Fire doors are not wedged open
 - All exit signs are illuminated.
 - There are no obvious fire hazards on the premises.
 - Seating for a performance or social function is arranged to leave clear unobstructed gangways not less than 1 metre width leading directly to the fire exits.

11. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure particularly late at night and early in the morning. The Hirer shall if using sound amplification equipment have regard to our neighbours and keep the sound down to reasonable levels and comply with any other licensing condition for the premises. **All music must be turned off by 11.00pm.**

12. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Scout Group and to avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk or under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

13. Health and hygiene

The Hirer shall if preparing serving or selling food observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. There is a refrigerator and freezer in the kitchen.

14. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer **must** make use of it in the interests of public safety.

15. Stored equipment

The Committee accepts no responsibility for any stored equipment or other property brought on to or left at the premises and all liability for loss or damage thereto and/or thereby is hereby excluded. All equipment and other property (other than stored equipment belonging to Elvington Scout Group or stored there with the permission of the Committee) must be removed at the end of each Hire period or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Committee may use its discretion in any of the following circumstances:

- a. Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- b. Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring.
- c. Failure by the Hirer in respect of (a) and (b) may result in the Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

16. Smoking

SMOKING INCLUDING E-CIGARETTES IS NOT ALLOWED IN ANY PART OF THE PREMISES. The Hirer shall ensure that the Hirer's invitees comply with the Prohibition of Smoking in Public Places Provisions of the Health Act 2006 and any Regulations made thereunder. Any person who breaches this provision must be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does

so outside and disposes of cigarette ends matches etc. in a tidy and responsible manner, so as not to create litter or cause a fire.

17. Failure of equipment, accidents and dangerous occurrences

Any failure of equipment belonging to Elvington Scout Group or brought in by the Hirer **must be reported as soon as possible to the Booking Secretary. The Hirer must report all accidents involving injury to the public** to the Booking Secretary or to a member of the Committee **as soon as possible** and complete the relevant section in the Hut's Accident Book which is located under the boiler near the front door.

18. Barbecues, open fires, fireworks, lanterns, candles, internal decorations, explosives and flammable substances

The hirer shall ensure that:

- a. Highly flammable substances are **NOT** brought into or used in any part of the premises including the grounds.
- b. No internal decorations of a combustible nature (e.g. candles, polystyrene, cotton wool) shall be used or erected without the consent of the Committee. Special consideration will be given to table decorations for weddings, birthday parties and similar functions. No decorations are to be put up near light fittings or heaters.
- c. **Open fires/camp fires and barbeques** are only permitted outside the building, at least 3m away from the building.
- d. **Chinese lanterns** are **NOT** allowed as they cause serious injury to livestock and damage to crops.
- e. **Fireworks** are **NOT** allowed to be used by Hirers.

19. Heating

- a. The Scout Hut's central heating will have been set at a level and for the period suitable for the period of Hire.
- b. The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

20. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of the Committee accordingly against all actions claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21. Sale of goods

The Hirer shall if selling goods on the premise, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular the Hirer shall ensure that the total prices of all goods and services are prominently displayed together with the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

22. Cancellation

The Committee requires 14 full days' notice before the date of the Hire or first period of Hire in the case of regular or repeated periods of Hire failing which the Hirer will forfeit the full cost of the Hire. A refund may or may not be granted, at the discretion of Elvington Scout Group.

The Committee reserves the right to cancel the Hire without notice to the Hirer in the following circumstances:

- a. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- b. Where the Committee reasonably considers that the Hire may lead to (i) a breach of the Hall's licensing conditions or other legal or statutory or charitable requirement; or (ii) unlawful or unsuitable activities taking place at the premises as a result of this Hire; or (iii) any other activity which the Committee reasonably believes may lead to disturbance or nuisance to residents in the village.
- c. The premises becoming unfit for whatever reason for the use intended by the Hirer.
- d. An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case in (a) (b) (c) (d) above refund to the Hirer of any deposit and/or Hire fees already paid by the Hirer will be at the discretion of the Committee and the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

23. Alterations fixings and damage to the Scout Hut

- a. **No pins tacks nails or adhesive tape** to be used to fix items to any walls or woodwork.
- b. **No alterations or additions** may be made to the premises nor may any fixtures be installed or placards decorations or other articles be attached in any way to any part of the premises without the consent of the Committee and the Committee will require the Hirer to pay for any damage or for the costs of any work required to remedy any damage.
- c. **Any alteration fixture fitting or attachment so approved** and remaining at the premises at the end of the Hire period may at the discretion of the Committee become the property of Elvington Scout Group unless

removed by the Hirer upon request within five working days from the end of the Hire period. The Hirer will be liable to the Committee for the cost of removal and/or disposal of such items and for the cost of any damage caused to the premises by such removal.

d. **No additional lights or extensions from existing electrical fittings are to be used** without the prior consent of the Committee. Any consent so given will be strictly on the basis that any electrical appliance or fitting used is in a safe and good working order complies with all electrical use and safety regulations and where necessary a circuit breaker will be used (to be provided by the Hirer).

e. **Any damage caused to the property or premises of Elvington Scout Group within this section or otherwise may result in costs been covered by the Hirer.**

24. Sporting events

There will be no indoor or outdoor sporting activities competitions tournaments or similar events without prior consultation with the Committee. The Hirer will be responsible for applying for and complying with any Licensing Local Authority or Police notifications and Licences as shall be required and will provide copies of all such Licences and Notices to the Committee on Hire of the Hut. The Hire Agreement is subject to this Condition and will not be confirmed until these Licences and Notices have been received by the Committee. Boxing and wrestling events will not be permitted under any circumstances.

25. Liability of the Committee

The Committee does not have any responsibility for loss or damage however caused to property brought into or kept in the Scout Hut or anywhere within the curtilage including the field and car park by any person in connection with the Hire and/or for the period of the event for which the Scout Hut was hired. The Hirer hereby acknowledges this and agrees to indemnify the Committee against all liability in this respect.

26 Rights of entry and occupation

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. The right of entry to the Scout Hut and surrounding area is reserved to any member of the Committee and any agent appointed by them and any police officer at any time during the Hire period.

27. Putting a stop to an event

The Committee reserves the right to stop at any time without notice to the Hirer any entertainment or meeting it reasonably believes is not properly conducted or which is conducted in such a way as to constitute a nuisance to the Hut's neighbours or an illegal activity or any activity in breach of the Hut's charitable conditions or any activity in breach of the Hire Agreement.

28. Complaints

The Committee endeavours to ensure that the Scout Hut is ready to accept visitors. If you have a complaint, please put this in writing addressed to the Bookings Secretary or to the Chairman of the Committee within 48 hours of the end of the Hire period. The Committee will carry out an investigation and will reply to the Hirer within 5 working days of receipt of the complaint.