

## **Standard terms and conditions for the hire of 36 – 42 Helmtan Road**

The Event Hire Agreement, these Standard Conditions of Hire and any Appendices and documents referred to there in together constitute the entire contract (“Agreement”) between the Hirer and the Woodseats Explorer Scout Unit.

### **1. Application for Hire**

1.1. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application.

1.2. The Hirer must honestly declare and fully represent at the outset the purpose for hiring the Space (“The Unit”). Any actual or apparent misrepresentation may result in cancellation of the Hire by the Woodseats Explorer Scout Unit without further liability whatsoever to the Hirer.

1.3. The Woodseats Explorer Scout Unit reserves the right to refuse any application for Hire where (in its sole opinion) it deems the Hirer’s purpose for hiring unsuitable or inappropriate for the Unit.

### **2. Hirer’s Use of Space**

2.1. The Hirer shall be responsible for ensuring the Woodseats Explorer Scout Unit is fully aware of the nature and details of the Hirer’s proposed use and purpose for hiring the Space and shall not use the Space for any purpose or activity other than the purpose or activity made known to the Woodseats Explorer Scout Unit at the time of booking hire in accordance with the agreed Hire Agreement.

2.2. If the Space is used for any other purpose other than that stated in the Agreement the Woodseats Explorer Scout Unit hereby reserves the right to terminate the Agreement with immediate effect, without liability to the Hirer and without prejudice to the Woodseats Explorer Scout Unit’s other rights contained in these Standard Conditions of Hire.

2.3. In any event the Hirer shall not use the Unit or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the Woodseats Explorer Scout Unit or the owner or occupier of any neighbouring property.

2.4. The Hirer, its officers, servants, agents and guests must only use those parts of the Space, which are specified for use in the Agreement including only those means of access and egress as are sign posted and/or notified to the Hirer at the commencement of the Hire Period.

2.6. The Hirer shall notify the Woodseats Explorer Scout Unit of the required layout of the Space (including but not limited to the position of furniture and equipment) at least four weeks prior to the Date.

2.7. The Hirer shall not make any alterations, attachments or additions (‘Alterations’) to the layout or appearance of the Event Space or move/remove the Woodseats Explorer Scout Unit’s property without the prior consent of the Woodseats Explorer Scout Unit.

2.9. The Hirer shall be responsible for providing sufficient staff (“Personnel”) to ensure the efficient planning, co-ordinating and management of the Event preparations and the Event itself to ensure the smooth safe running of the Event (including personnel to install and remove all equipment and furniture (other than that supplied by the Woodseats Explorer Scout Unit or Approved Suppliers).

2.10. The Hirer must comply with all requests and instructions issued by the Woodseats Explorer Scout Unit’s Events Manager with respect to the precise type of entertainment to be provided

during the Event. Any specified maximum volume or sound level for music or other entertainment must be strictly adhered to.

2.11. The times stated in the Hire Period on the Hire Agreement must be strictly adhered to. The Hirer, its officers, servants, agents and guests must have left the Unit by the end of the hire period. Failing to adhere to the stipulated times will result in the Unit incurring additional costs which shall be payable by the Hirer at the Woodseats Explorer Scout Unit's standard rate.

2.12. The Hirer must ensure that the number of guests at the Event do not exceed the total number of guests stated in the Event Hire Agreement. The Hirer's Personnel must be included in the guest head count. If the guest numbers exceed the total number of guests stated to such a degree that the Woodseats Explorer Scout Unit (at its sole discretion) regards the Event/Event Space unsafe, guests may be refused entry, or another space may be opened at additional cost to the Hirer.

2.14. Regrettably the Woodseats Explorer Scout Unit is unable to permit the Hirer to use any office facilities (including but not limited to stationery, photocopiers, printers and telephones).

2.15. The Hirer shall report any loss, theft, damages or breakages to the Woodseats Explorer Scout Unit's Events Manager immediately upon discovery. The Hirer must make good any damage suffered during the Hire Period (fair wear and tear excepted).

2.16. At the end of the Hire Period the Hirer must remove all the Hirer's equipment, furniture, personal possessions and anything brought and placed therein by the Hirer and/or its guests. If the Hirer fails to do this the Woodseats Explorer Scout Unit shall be entitled to remove the same and shall be at liberty to make an additional charge to the Hirer for so doing.

### **3. Deposit, Hire Fee, Other Charges and Payment Terms**

3.1. The Hire Fee shall be the sum stated on the front of the Hire Agreement.

3.2. A non-refundable Deposit of 50% of the stated Hire Fee is required within thirty (30) calendar days of the issue date of the invoice and Hire Agreement for one off events. Payment can be made by BACS electronic transfer.

3.3 The Woodseats Explorer Scout Unit reserves the right to release the Event date if the Woodseats Explorer Scout Unit has not received a signed copy of the Hire Agreement from the Hirer by the stated deadlines.

3.4 Cancellation charges apply if the Hirer cancels the Hire booking. Please refer to clause 8.

3.6. The Woodseats Explorer Scout Unit shall invoice the Hirer after the Event the balance of all costs owing to the Woodseats Explorer Scout Unit and the Hirer shall pay the amount so invoiced within thirty (30) calendar days of the date of invoice by BACS electronic transfer.

### **5. Event Advertising and Publicity**

5.1. The Hirer must declare in full, the range of people to who tickets will be given or sold, and if tickets are to be sold, the specific means by which this is to be done. Under no circumstances may the Event or ticket sales be advertised to the general public in national or local circulation papers or magazines or in posters or handbills, without the prior written approval of the Woodseats Explorer Scout Unit Event's Manager for one off Events.

5.2. The Hirer shall obtain the prior approval of the Woodseats Explorer Scout Unit to any publicity material proposed to be issued in relation to the Hirer's use of the Event Space for one off events.

## **7. Health, Safety and Security**

### **7.1. Fire Regulations**

- The Hirer shall familiarise themselves with the fire exits and procedures and will assume full control and responsibility for carrying out the procedures.
- Ensure that the “Emergency Exit” signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Woodseats Scout Unit
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
- Ensure that all fire exits in the hall they have booked are kept clear at all times, however. if any equipment is positioned close to an exit, the user of the equipment is made responsible for moving it rapidly out of the way of the exits in the event of an emergency
- Ensure that the relevant hall lobby and foyer entrances are not blocked with items such as buggies, wheelchairs or mobile scooters
- The Evacuation Meeting Place is on Helmlton Road, opposite Woodseats Explorer Scout Unit
- No person may re-enter the Hall without the permission of the Fire Brigade
- The hirer must designate a responsible person to co-ordinate fire safety plans

7.2. The Unit is designated as a ‘no smoking’ area and the Hirer shall use all reasonable endeavours to enforce this policy during the Hire Period.

7.3. The Hirer shall not bring any flammable spirit (e.g. Petrol), Noxious, illicit or illegal substances on or into the Unit.

7.4. The Hirer shall be responsible for maintaining the proper order and conduct of all guests attending the Event and shall ensure such persons comply with any instructions they may receive and generally behave in an appropriate manner. The Unit reserves the right to remove any person attending the Event from Unit premises if in its opinion they are not behaving in an acceptable manner and/or are not complying with the Unit’s terms and conditions of access.

7.5. The Woodseats Explorer Scout Unit reserves to itself, its staff and its authorised persons (including but not limited to police and fire officers) at all times and without liability to the Hirer the right to suspend or control in such manner and to such extent as the Woodseats Explorer Scout Unit may consider necessary, any situation, action, person or event occurring during the Event, which is in breach on the part of the Hirer of the terms of this Agreement or which may constitute a danger to public safety (including the safety of the persons present at the Event) or which may cause a breach of the peace or which may be considered to be harmful, undesirable or offensive.

7.6. Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner. Electrical equipment must be PAT tested.

7.7. Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard

## **8. Cancellation of Booking**

8.1. The Woodseats Explorer Scout Unit reserves the right to cancel any booking (without any liability to the Hirer) if:

8.1.1. The Hirer does not return the Event Hire Agreement duly signed by the appropriate officer of the Hirer within 5 days of its issue;

8.1.2. The Hirer does not pay the Deposit invoice within thirty (30) days of its issue date.

8.1.3. The Hirer has failed to honestly disclose the purpose of the Event and the Woodseats Explorer Scout Unit in its sole discretion deems the real proposed purpose inappropriate;

8.1.4. The Hirer fails to supply any reasonably requested information regarding the Event's arrangements (including (where requested) evidence of appropriate insurances) within a reasonable time following request;

8.1.5. A Force Majeure Event arises or in the event of a national emergency or of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum;

8.1.6. The Hirer appears to have or has become bankrupt or insolvent.

8.1.7. Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or

8.1.8. the Premises have become unfit for the use intended by the Hirer: In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Woodseats Scouts Unit all shall not be liable for any resulting direct or indirect loss or damages whatsoever.

8.2. If the Hirer cancels the booking after the Agreement has been signed and returned to the Woodseats Explorer Scout Unit, the Woodseats Explorer Scout Unit reserves the right to charge the Hirer the following cancellation fees for one off Events:

Cancellation greater than 8 weeks before the Event Date 15% of the balance owed

Cancellation within 4 to 8 weeks of the Event Date 25% of the balance owed

Cancellation within 2 to 4 weeks of the Event Date 50% of the balance owed

Cancellation within 2 weeks of the Event Date Remaining balance owed

8.3. Any termination of the Event Hire Agreement shall be without prejudice to any rights or remedies that may have accrued to the Woodseats Explorer Scout Unit up to the point of termination.

8.4. The Woodseats Explorer Scout Unit reserves the right to cancel bookings should the building be required for scouting purposes. Woodseats Explorer Scout Unit shall be required to provide 8 weeks' notice of such an occurrence.

## **9. Insurance and Indemnity**

9.1. The Hirer shall indemnify and keep indemnified the Woodseats Explorer Scout Unit from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Woodseats Explorer Scout Unit resulting from a breach of this Agreement by the Hirer including any act, neglect or default of the Hirer its officers, servants, agents or guests and

breaches in respect of any matter arising from the Event resulting in any successful claim by any third party.

9.2. If the Hirer is operating as a business or a charity they are responsible for ensuring they have and maintain relevant and appropriate insurance throughout the Hire Period with one or more reputable insurers, such policy or policies of insurance as are adequate to cover its prospective liabilities in connection with this Agreement which shall include public liability insurance.

The Hirer is responsible for ensuring that any third party such as a catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance with a minimum cover limit of £5,000,000.

9.3. The Hirer shall at the request of the Woodseats Explorer Scout Unit provide evidence that valid and suitable insurance policies are in place. Failing to comply with this clause 9 shall amount to a fundamental breach of this Agreement.

9.4. The Hirer shall not do or permit or suffer to be done anything which might wholly or partly invalidate any insurance maintained by the Woodseats Explorer Scout Unit in respect of the Woodseats Explorer Scout Unit or which might increase the insurance premium for the Woodseats Explorer Scout Unit. If the Hirer's proposed use shall increase any insurance premium payable then the Hirer shall reimburse the Woodseats Explorer Scout Unit that additional sum and if the Woodseats Explorer Scout Unit's insurers impose any special terms, the Hirer shall be responsible for any costs relating to any increased risk management, health and safety issues and for any difference in the excess payable.

9.5. The Hirer shall indemnify and keep indemnified the Woodseats Explorer Scout Unit from and against all claims, proceedings, actions, damages, legal costs (including but not limited to legal costs and disbursements on a solicitor and client basis), expenses and any other liabilities arising from or incurred by the use of the Hirer, pursuant to performance of this Agreement, of any material which involves any infringement or alleged infringement of the intellectual property rights of any third party.

## **10. Limitation of Liability**

10.1. The Woodseats Explorer Scout Unit shall not accept any liability (whatsoever or howsoever caused) for the loss of or damage to any property or items placed or left in any part of the Unit premises by the Hirer or any person attending the Event, or any damage to the fabric of the Unit premises during the Hire Period unless the loss or damage is caused by or arises out of the negligence of the Woodseats Explorer Scout Unit.

10.2. In the event of the Event Space or any part thereof being rendered unfit for use for which it has been hired due to circumstances beyond the Woodseats Explorer Scout Unit's reasonable control the Woodseats Explorer Scout Unit shall not be liable to the Hirer for any resulting loss or damage whatsoever.

10.3. The Woodseats Explorer Scout Unit shall not be liable to the Hirer for consequential loss or damage, loss of revenue, loss of opportunity, loss of contract or loss of goodwill.

## **11. No Assignment or Sub-Letting**

The Hirer shall not assign or sublet in whole or in part any of its benefits or burdens under this Agreement.

## **12. Variations**

No variation to this Agreement or any of its terms shall be effective unless it is made in writing and signed by or on behalf of each party.

## **13. Delays**

Any failure, delay, relaxation or concession by the Woodseats Explorer Scout Unit in the exercise of any right or remedy hereunder shall not be construed as a waiver or relinquishment of that right or remedy. A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any future breach. No waiver shall be effective unless communicated in writing.

## **14. Entire Agreement**

The parties agree that this Agreement constitutes the entire agreement with regard to the subject matter herein. This Agreement supersedes all understandings, representations and agreements made between the parties concerning such matters. However, neither party seeks to exclude liability for any fraudulent misrepresentation.

## **15. Severability**

If any requirement of this Agreement is in conflict with the law or public policy such conflicting requirement shall be deemed to be severed from this Agreement and the validity of the remainder will not be affected by such severance.

## **16. Contracts (Rights of Third Parties) Act 1999**

Where rights are afforded under this Agreement to the Woodseats Explorer Scout Unit, the Woodseats Explorer Scout Unit contracts shall be entitled to enforce rights conferred on it directly by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **17. Relationship of the Parties**

Nothing in this Agreement shall constitute a partnership between the parties or appoint either as agent for the other for any purpose whatever and neither shall have authority or power to bind the other or to contract in the name of or create liability against the other in any way or for any purpose.

## **18. Confidentiality**

Subject to the provisions of clause 20 the parties will keep confidential all information acquired as a result of the arrangements set out in this Agreement. The parties are not permitted to disclose to any third party any such information, except in order to perform this Agreement. Any such disclosure to any third party shall be on a 'need-to-know' basis only and the party making such disclosure shall use reasonable endeavours to ensure that the third party keeps the disclosed information confidential. Each party will be responsible for ensuring that all of its staff and contractors adhere to the provisions of this clause.

## **20. Data Protection**

The Woodseats Explorer Scout Unit will comply with the Data Protection Act 1998 in relation to this Agreement. To the extent that the Woodseats Explorer Scout Unit acts as the Hirer's data processor,

the Woodseats Explorer Scout Unit will ensure that it does not process any personal data other than as instructed by the Hirer and will ensure that it has in place appropriate organisational and technical measures to ensure the integrity and security of and to prevent unauthorised processing of such personal data. The terms “data processor” and “personal data” shall have the meanings given to them in the Data Protection Act 1998.

## **21. Notices**

Any notice or other communication which is to be given by either party to the other shall be given by letter or electronic mail. Such letters shall be delivered by hand or sent prepaid post, addressed to the other party and to their registered address prevailing at the time of the communication. If the other party does not acknowledge receipt of any such letter or item of electronic mail, and the relevant letter or electronic mail is not returned as undelivered, the notice or communication shall be deemed to have been given immediately if delivered by hand, three (3) working days after the day on which the letter was posted or on the following business day in normal business hours after the electronic mail was sent.

## **22. Force Majeure**

If either party is prevented from or delayed in the performance of any of its obligations under the Agreement by any event (a “Force Majeure Event”) beyond its reasonable control, including, but not limited to, acts of God, civil commotion, war, earthquake, fire, flood, industrial action, terrorist action, inclement weather or political interference, then it shall notify the other party in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue. If the Force Majeure Event continues for longer than five (5) working days, the party not claiming relief under this clause 22 shall be entitled to terminate the Agreement by giving the other party 5 working days’ written notice.

## **23. Interpretation**

The headings to these terms and conditions shall not affect the interpretation thereof. In this Agreement where the context allows words in the singular shall include the plural and vice versa and the masculine includes the feminine and vice versa. References to any enactment, order, regulation or legislative instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, order, regulation or instrument.

## **24. Governing Law and Jurisdiction**

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

## **25. CCTV**

Woodseats Scouts Unit is fitted with closed circuit television (CCTV). The purpose of the CCTV System is for the security of the premises, the prevention, detection and investigation of criminal activity, trespass and vandalism and the safety of all persons using our building, including children, staff and visitors to the building, nursery groups or any other group/hall user who has permission to on the premises.

This is an internal system which is not shared online. Woodseats Scouts Unit are fully committed to comply with the requirements of the Data Protection Act 1998. Our Policy will:

1. Inform all who come into the building that CCTV is in use, by way of signs and window stickers;

2. Keep images from CCTV secure and controlled by authorised personnel;
3. Our CCTV system and equipment will be maintained and kept in good working order;
4. Comply with the 'Freedom of Information Act 2000'.

## **26. Climbing Wall**

It is the hirers responsibility to ensure the climbing wall is used safely, Woodseats Scout Unit cannot be held responsible for any injuries or damage that occurs through use of the climbing wall

## **27. Alcohol**

The property is not licenced for the sale of alcohol, no alcohol can be sold on the premises

## **28. Stored Equipment**

The Scout Unit may provide storage space, for regular users, and may charge a deposit for the use of a key to these storage spaces. These keys remain the property of the Scout Unit, and, on request, must be returned to the Scout Unit.

Woodseats Explorers accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Scout Unit may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

## **29. Public Health**

The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus

## **30. Acceptance**

These Terms and Conditions will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.

## **31. Compliance with legislation relating to children or vulnerable adults**



For all bookings involving children or vulnerable adults, except private parties where the Hirer is a family member, the Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate.

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

### **32. Licences**

The Hirer is responsible for ensuring that they have an appropriate music licence. Please refer to 'The Music Licence' for details. In general, private hire does not require any additional licence. If the Hirer is operating as a business, or is organising an event where the profit does not go entirely to the voluntary organisation, then the hirer is responsible for obtaining a PPL licence (Public Performance Licence).

The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.
- A breach of this condition may lead to prosecution by the local authority.

### **33. Responsibility of the Hirer**

The Hirer shall be responsible during the period of hire for:-

- Being familiar with, and complying with, the guides provided for the use of the Woodseats Explorer Scout Unit
- Ensuring that the Premises are kept secure for the duration of the hire
- Ensuring all waste generated by the hirer, attendees and any third parties connected with the event are removed from The Unit. Any waste left on site will result in the Unit incurring additional costs which shall be payable by the Hirer.
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire