



# Hiring Agreement

## Vic Forster Scout Centre

### Franklands Village, RH16 3RS

#### Definitions

For the purposes of this Hiring Agreement and attached Conditions of Hire, the following terms have the following meanings:

**“Hirer”** means an individual hirer or, where the hirer is an organisation that organisation.

**“Scout Group”** means the Executive Committee of the 1<sup>st</sup> Haywards Heath Scout Group.

**“Premises”** means those parts of the Vic Forster Scout Centre subject to this Hiring Agreement as stated on the Booking Form.

**“Booking Form”** means the on-line Hall Booking Form completed by the Hirer and submitted to the Scout Group

#### Agreement

This agreement is made on confirmation of the booking from the Scout Group, in consideration of the hiring payment specified in the Booking Form.

- A**
1. The Scout Group agrees to permit the Hirer to use the Premises for the purpose and period described in the Booking Form.
  2. The Hiring Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.
- B**
1. It is hereby agreed that the Conditions of Hire as attached shall form part of the terms of the Hiring Agreement unless specifically excluded.
  2. The Hirer agrees to perform the provisions and stipulations contained or referred to in the attached Conditions of Hire and any other conditions as may be agreed in writing by the Hirer and Scout Group.



## Conditions of Hire

### 1. Supervision

The Hirer, not being a person under 18 years of age, accepts will be present during the hiring and be responsible for the supervision of:

- a) the fabric and contents of the Premises, their care, safety from damage however slight
- b) the behaviour of all persons using the Premises whatever their capacity
- c) car parking arrangements so as to avoid obstruction of the Franklands Village garages or access road.

### 2. Use of Premises

The Hirer shall not:

- a) use the Premises for any purpose other than that described in the Booking Form
- b) sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- c) do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof
- d) allow smoking on the Premises
- e) allow the consumption of alcohol on the Premises without written permission of the Scout Group.

### 3. Noise and other nuisance

The Hirer shall ensure that:

- a) persons entering or leaving the Premises do so in an orderly manner and in such a way as not to cause nuisance or annoyance to local residents
- b) noise generated during the hire period does not cause nuisance or annoyance to local residents.

### 4. End of Hire

Before the end of the hire period the Hirer shall ensure that:

- a) all rubbish generated during the hire period is removed from the Premises
- b) any Scout Group equipment used during the hire period is cleaned and returned to their storage location
- c) the Premises are left in a clean and tidy condition.

Otherwise the Scout Group shall be at liberty to make an additional charge



## 5. Insurance and indemnity

The Hirer is responsible for making arrangements to insure themselves against any third party claims which may lie against them whilst using the Premises.

The Hirer shall be liable for:

- a) the cost of repair of any damage to any part of the Premises or contents of the Premises which may occur during the hire period as a result of the hiring
- b) all claims, losses, damages and costs made against the Scout Group and their volunteers in respect of any damage or loss of property or injury to persons arising as a result of the use of the Premises by the Hirer.

The Scout Group shall not be shall not be responsible for:

- a) any loss or damage to the Hirer's property arising out of the hiring
- b) any loss, damage or injury which may be incurred by, done to or happen to any person on the premises during the hiring from any cause whatsoever
- c) any loss due to failure of lighting, heating or leakage of water, to fire or any circumstances necessitating closure of the Premises.

## 6. Accidents

The Hirer must inform the Scout Group of all accidents involving injury as soon as practicable by emailing [hallhire@1sthaywardsheathscoutgroup.org](mailto:hallhire@1sthaywardsheathscoutgroup.org). Any failure of equipment belonging to the Scout Group must also be reported as soon as possible.

## 7. Licences

The Hirer shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

## 8. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought to the Premises and used there are safe, in good working order, and used in a safe manner.

## 9. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises building, other than for a special event agreed to by the Scout Group and no animals whatsoever are to enter the kitchen at any time.



## **10. Health and Hygiene (Food)**

The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. The use of professional caterers requires the prior agreement of the Scout Group.

## **11. Gaming, Betting and Lotteries**

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

## **12. Storage**

Permission must be obtained from the Scout Group before any goods or equipment are left or stored at the Premises outside of the hire period.

## **13. Outbreak of Fire and Means of Escape**

All means of exit from the Premises shall be kept free from obstruction and immediately available for instant exit.

The Fire and Rescue Service shall be called to the outbreak of fire, however slight, and the details shall be given to the Scout Group.

## **14. Safety of Young Children**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and shall ensure that it complies with the provisions of the Safeguarding of Vulnerable Groups Act 2006.

## **15. Suitability of Premises**

The Hirer and all persons coming into or using the Premises as guests or otherwise in connection with the hiring take the Premises as seen. The Scout Group does not accept responsibility for any inadequacy or unsuitability of the Premises or for any defects or hazards therein.

## **16. Cancellation by the Hirer**

If the Hirer wishes to cancel the booking before the date of the event and the Scout Group is unable to conclude a replacement booking, any refund or partial refund of the hire payment will be at the discretion of the Scout Group.

## **17. Cancellation by the Scout Group**

The Scout Group reserves the right to cancel this hiring agreement by giving notice in writing should the Premises be rendered unfit for the hiring use, or should it otherwise become unexpectedly unavailable. The Hirer shall be entitled to a full refund of the hire payment made to the Scout Group, but the Scout Group shall not be liable to make any further payment to the Hirer.



**1<sup>st</sup> Haywards Heath  
Scout Group**

### **18. Amendment of these conditions**

The Scout Group reserves the right to amend these conditions by giving notice in writing to the Hirer.