



Seahaven District Scout Council



COMMUNITY HALL - TERMS AND CONDITIONS OF HIRE

1. General.

- a. All Hire fees, storage charges must be paid at the times stipulated on the Hire Agreement. In any event, all monies due must be settled prior to the end of the booking or departure, unless otherwise agreed in advance with the Hiring Officer.
- b. Seahaven District Scout Council accepts no responsibility for any equipment or other property brought on to the premises, and all liability for any loss or damage is hereby excluded. All equipment and other property must be removed at the end of the Hire Period. The Hirer shall indemnify and keep Seahaven District Scout Council and its or their employees or agents and invitees indemnified against all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by The Hirer.
- c. In respect of any property brought on to the premises for the purposes of the hiring, failure by The Hirer to remove the same within 7 days after the end of the Hire Period – Seahaven District Scout Council may, at its discretion, dispose 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.
- d. The Hirer is advised to take out adequate insurance to insure The Hirer and members of The Hirer's organisation and invitees against all claims arising as a result of the Hire and shall produce such policy and evidence of cover on demand. Failure to produce same may render the hiring void and enable Seahaven District Scout Council to reHire the premises to another Hirer. In any event, The Hirer shall indemnify Seahaven District Scout Council against any claims arising as a result of the Hire.
- e. The Hirer is not permitted to store equipment on the Premises inbetween booked Hire Periods.
- f. The Hire agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on The Hirer.
- g. The Hirer shall not assign the benefit of the Hire Agreement. The Hirer shall not share the use of the premises with any other person or organisation unless a member or invitee of The Hirer permitted to use the premises under the hiring.

2. During the Hire Period.

- a. The Hirer shall not use the premises for any purpose other than that requested at the time of booking and subsequently recorded on the Hire Agreement.
- b. The Hirer shall not use or enter the premises at any times outside the time period specified in the Hire Agreement.
- c. **It is the responsibility of The Hirer to ensure that the Maximum capacity of 50** persons for the building is not exceeded, failure to do so will result in the loss of insurance and The Hirer will be responsible for all Seahaven District Scout Council and third party costs in the event of any incidents.
- d. No alterations or additions may be made to the premises without prior written approval of Seahaven District Scout Council. Any alteration, fixture or fitting or attachment so approved shall at the discretion of Seahaven District Scout Council remain in the premises at the end of the hiring and become the property of Seahaven District Scout Council.



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- e. For the period of Hire, The Hirer shall be responsible for supervision of the premises, protection of the fabric and contents, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity.
 - f. The Hirer shall immediately notify Seahaven District Scout Council of any damage, or in any event at the end of the Hire Period. Seahaven District Scout Council reserves the right to either withhold the refund of any deposit until such damage has been rectified, or to deduct the cost of repairs from the deposit.
 - g. As directed by Seahaven District Scout Council, The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents.
 - h. It is the responsibility of The Hirer to ensure that the building is left in a clean condition ready for the next Hirer/user i.e. toilet and toilet floor, meeting room, kitchen and appliances, hall, lobby and grounds to be cleaned and clear of rubbish, failure to leave building and grounds clean will lead to the loss of the cleaning and damages deposit.
 - i. The Hirer shall ensure that persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises. A call out charge will be made if it is necessary for Seahaven District Scout Council or its representative to visit the building due to the above not being carried out. Failure to comply with this regulation will also result in immediate termination of the Hire Agreement with loss of deposit
 - j. It is the responsibility of The Hirer to ensure that the building is left in a secure state, i.e. all windows closed, lights turned off and doors locked. A call out charge will be made if it is necessary for Seahaven District Scout Council or its representative to visit the building due to the above or similar not being carried out.
3. Restricted Activities.
- a. Use of the Property. The premises is situated in a residential area and all Hirers shall be considerate of these neighbours at all times. Particular care should be taken regarding noise levels before 9am and after 9pm, and also smoke from wood fires before 7pm. Any complaints from neighbours must be immediately notified to the Hiring Officer. Failure to comply with this regulation will result in immediate termination of the Hire Agreement with loss of deposit.
 - b. No Fireworks or other incendiary/explosive devices are permitted on the premises (including grounds). Failure to comply with this regulation will result in immediate termination of the Hire Agreement with loss of deposit.
 - c. No literary, dramatic, musical, film or video work shall be performed or shown at the premises without obtaining all necessary copyright licences and theatre film video and public entertainment licences. No such work shall be performed or shown without the prior approval of Seahaven District Scout Council and no alteration to the works shown shall be made after such approval.
 - d. Alcohol shall be not sold or supplied at the premises without obtaining all necessary licences and permits, or without the prior permission of Seahaven District Scout Council. All such licences shall be produced to the Hiring Officer before the commencement of the hiring.
 - e. Gambling of any sort e.g. raffles is not permitted at the premises without obtaining all necessary licences and permits, or without the prior permission of Seahaven District Scout



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Council. All such licences shall be produced to the Hiring Officer before the commencement of the hiring.

- f. The Hirer shall be responsible for obtaining any necessary approvals or licences (including any liquor licence) in connection with the Hire and will comply with all conditions attaching to such approvals or licences. The Hirer will indemnify Seahaven District Scout Council against all losses, costs, damages and expenses resulting from any failure to obtain such approvals or licences or from any non-compliance with the same. All such licences shall be produced to the Hiring Officer before the commencement of the hiring.

4. Cancellation

- a. Seahaven District Scout Council reserves the right to terminate immediately and without notice any booking, entertainment activity or meeting detailed in the Hire Agreement which is not properly conducted or in accordance with Scout Association Policy, Organisation and Rules (where this applies).
- b. The Hire Agreement may be cancelled without notice by Seahaven District Scout Council if any fee charged under the terms of the Hire agreement is not paid on time or any of the terms and conditions are not complied with by The Hirer. This to be without prejudice to any claim by Seahaven District Scout Council against The Hirer for such non-payment or non-compliance.
- c. The Hire Agreement may be cancelled with at least 7 days notice by either Party without penalty.
- d. Seahaven District Scout Council reserves the right to cancel bookings due to circumstances beyond its control. In this event a full refund will be made to The Hirer.



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Schedule of Charges

(correct @ 10/09/16)

Cancellation of booking more than 7 days before start of Hire Period	No Charge/Full refund
Cancellation of booking up to 7 days before start of Hire Period	50% of Hire Charge
Cancellation of booking up to 24hrs before start of Hire Period	100% of Hire Charge
Non-attendance on booked dates (Seahaven Scout Groups only)	£30
Cleaning and Damages Deposit	£100
Call out of Hiring Officer (excluding faults or maintenance)	£30

Damage will be charged at the actual cost of the repair or replacement. Any amounts owed will be deducted from the Deposit in the first instance. The Hirer remains liable for any amounts still due over the value of the Deposit.

The Hirer agrees to observe and perform the terms and conditions contained or referred to in the Terms and Conditions of Hire for the time being in force as described hereto.

Signed: _____

Signed _____

Name printed _____
For and on behalf of
Seahaven District Scout Council

Name printed _____
For and on behalf of The Hirer

Date _____

Date _____