



**TERMS AND CONDITIONS FOR HIRE OF  
1<sup>ST</sup> HURSTPIERPOINT SCOUT HEADQUARTERS  
BROWN TWINS ROAD, HURSTPIERPOINT  
WEST SUSSEX, BN6 9UY**

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## 1. METHOD OF HIRING AND CHARGES

1.1 Applicants must be over 18 years of age.

1.2 All applications for the use of the Headquarters must be addressed to and confirmed by the Letting Secretary. Payment for use will be in accordance with the scale of charges as determined by the Group from time to time. CHEQUES SHOULD BE MADE PAYABLE TO '1<sup>ST</sup> HURSTPIERPOINT SCOUT GROUP'.

1.3 The Group reserves the right to refuse any application for hiring without giving a reason, to attach any additional conditions to any particular hiring and to vary the scale of charges in the case of any particular hiring.

### 1.4 Returnable Deposits

1.4.1 – Key – applicable to all regular Hirers. A deposit is payable prior to issue of key(s). The amount will be between £20 and £60 at the Letting Secretary's discretion.

1.4.2 – Damage - applicable to discos, private dances, private parties and one-off Hirers. A deposit is payable at least two weeks before the booking or at the time of booking if this is less than two weeks prior to the event. The amount will be between £100 and £500 at the Letting Secretary's discretion.

### 1.5 Booking Fee

1.5.1 At the discretion of the Letting Secretary a fee of 10% of the hire charge, with a minimum of £10 or the actual hire charge if less than £10 is payable when the booking is confirmed. This fee will be deducted from the total payable. The balance of the hire charge is due no later than two weeks before the date of hire.

1.5.2 All Hirers using the premises on a regular basis (at least once per calendar month) are exempt from the booking fee. These Hirers must confirm their bookings at least one month in advance for the following three months. Payment of the hire charge must be made within fourteen days of the date of invoice.

1.6 The Hirer shall not assign or underlet any part of the premises.

1.7 The Hirer shall not use or cause or permit any person to use the premises for any purpose other than the purpose for which it was hired.

1.8 The Group reserves the right to amend charges, as necessary after giving regular Hirers three months notice of any such amendments.

1.9 The period of use must not exceed the time(s) stated in the application. Payment will be required for any extended use in accordance with the scale of charges.



## 2. COMMERCIAL SALES

2.1 Bookings received from commercial Hirers for any form of sale, including, but not limited to, any market, auction or trade fair, may be referred by the Group to the Trading Standards Department of the West Sussex County Council. The Group reserves the right to cancel any such booking on receipt of advice from the Trading Standards Department.

## 3. CANCELLATION

3.1 Cancellation of a booking will be accepted, without charge, if notice is received in writing not less than four weeks before the date of hire. If notice is received not less than two weeks prior to the date of hire the booking fee will be retained by the Group unless that part of the Headquarters is let to another hirer for the same period. If notice is received less than two weeks prior to the date of hire, the Hirer will be charged in full unless that part of the Headquarters is let to another Hirer for the same period.

3.2 If the Group or Letting Secretary have reason to believe that the use of the Headquarters by any Hirer is likely to lead to any disorder or to anything contrary to sobriety, decency and good manners, the hiring will be cancelled and the amount paid for the hire will be returned to the Hirer who shall have no claim against the Group or Letting Secretary.

3.3 The Group may cancel any hiring if the Headquarters are required for any purpose in connection with a Parliamentary or other election, referendum, or public enquiry and in such event the Group shall not incur any liability to The Hirer whatsoever other than for the return of any fee paid to the Group in respect of the cancelled hiring.

## 4. PREPARATION AND CLEARING OF PREMISES

4.1 **Preparation** - Time to prepare for an event should be agreed with the Letting Secretary at the time the booking is made and the time allowed will be at the absolute discretion of the Letting Secretary and subject to the premises not being required for any other purpose. In any case the period allowed for preparation shall not exceed one quarter of the period for which the premises have been hired.

4.2 **End Of Hire** - Hirers are responsible for leaving the premises in a clean and tidy condition and sufficient clearing up time must be allowed for this purpose. This should be done within 30 minutes following the expiration of the hiring or with the permission of the Letting Secretary by 9 a.m. the morning following the event.



- 4.3 The Hirer will pay any extra expense the Group may incur in cleaning the premises when the Hirer has left the premises in a condition considered to be unreasonable by the Group.
- 4.4 A cleaner is employed by the Group to perform such duties as may be assigned from time to time by the Group. In no circumstances shall the Cleaner or other official of the Group be obliged to perform any duties for the Hirer or to obey or follow the orders or direction of the Hirer.

## 5. LICENCES

- 5.1 The Hirer shall, during the period of hire, be responsible for the observation and performance of all conditions imposed by the **Public Entertainments Licence**.
- 5.2 Hirers wishing to supply alcoholic drinks are required to ensure that there is a **Designated Premises Supervisor** present who is nominated in respect of the premises and that the supply is made or authorized by a **Personal Licence Holder**. Written confirmation shall be made available to the Letting Secretary for inspection, at least one week before the event takes place. Hirers are reminded of the requirements of the Licensing Act 1964 as amended and the Licensing Act 2003.
- 5.3 **Betting and Gaming** - is not permitted on the premises.
- 5.4 **Performing Rights** - The Hirer must obtain licences from the Performing Rights Society (PRS) and Phonographic Performance Ltd. (PPL) before performing any musical work or playing any recorded music at the Headquarters. Licences shall be made available to the Letting Secretary for inspection, at least one week before the event takes place.

## 6. HIRER'S RESPONSIBILITIES

### 6.1 Supervision

- 6.1.1 The Hirer or a responsible person nominated by him in writing, not being a person under 18 years of age, shall be in charge of and present in the premises at all times when the public are on the premises.
- 6.1.2 The person in charge shall not be engaged in any duties which will prevent him from exercising general supervision or otherwise during the use of the premises - including the effective control of children (particularly in the kitchen and in the grounds), the orderly and safe admission and departure of persons to and from the premises, the orderly and safe clearance of the premises in case of emergency, the prevention of any persons from doing damage to the premises and/or the contents thereof and ensuring good behavior of persons using the premises.



6.1.3 The Hirer or nominee shall be responsible for ensuring that stewards are provided on the premises on the basis of two for every 100 persons or part thereof at functions attended by children and adults. Where there are no children present there should be a minimum of one steward for every 100 attendees or part thereof. Stewards must be over 18 years of age.

6.1.4 The Hirer shall notify the Letting Secretary at the time of booking, in writing, of the name(s) of those responsible for such supervision.

**6.2 Emergencies** - A copy of the notice setting out any actions to be taken in the event of fire or other emergency is provided upon confirmation of the booking. A further copy of such notice is displayed within the foyer of the building. The Hirer and steward(s) must be fully conversant with this document. It is the Hirer's responsibility to make all persons attending aware of the Emergency Procedures.

### 6.3 Food and Drink

6.3.1 Before the preparation and/or serving of any food, Hirers must read and be familiar with the Food Hygiene Regulations. An explanatory pack is available in the kitchen.

6.3.2 Food and drink may only be prepared and in and served from the kitchen. The consumption of alcoholic beverages is limited to the Main Hall and Meeting Room.

6.3.3 Where kitchen facilities and equipment are used the Hirer shall be responsible for any loss, breakages or damage caused thereto and shall be responsible for ensuring that the equipment is left in a thoroughly clean condition to the satisfaction of the Letting Secretary or any other duly authorized official of the Group.

**6.4 Fire Exits** - The Hirer shall be responsible for ensuring that all doors and corridors are kept unobstructed and unlocked and are immediately available for use at all times during the period of hire.

**6.5 Damage** - The Hirer shall be responsible for and shall repay to the Group on demand the cost of making good all damage (fair wear and tear only excepted) to the premises and to the fittings, equipment and other property of the Group therein and shall indemnify and keep indemnified the Group against all claims for damages, compensation and/or costs in respect of injury to any person or persons and /or damage to property caused by or arising out of or in any way connected with the use by the Hirer or the use authorized by the Group. The Group shall be the sole judge of the damage done and the amount thereof.

**6.6** The electricity, gas, heating, lighting and water fittings shall in no way be interfered with. **No nails, tacks or other fastening** shall be driven into the walls, fittings, floor or furniture. Any such damage whilst the premises are occupied or being used by the Hirer, his servants, or agents, will be made good by the Group at the Hirer's expense.



6.7 No external decorations, flags or emblems or the provision of any article of any description outside the building will be permitted without the prior approval of the Letting Secretary in writing.

6.8 **Noise Limits** - The Hirer undertakes not to cause or allow to be caused by users of the Headquarters any noise nuisance to occupants of adjoining premises before, during or immediately after the hire of the premises. In this respect the exterior doors of the building and the main doors to the hall are **not** to be left permanently open.

### 6.9 Insurance

6.9.1 The Hirer shall not do or suffer or permit to be done anything which shall or might invalidate the Group's policies of insurance on the premises and in the event of any claim by the Group under its policies of insurance being repudiated in whole or part by the Group's Insurers or of the terms thereof being increased on account of any act or default by the Hirers, their members or guests; the Hirer shall indemnify the Group against all loss or additional expenses suffered or incurred by them as a result thereof.

6.9.2 The premises are insured by the Group against fire, burglary and public liability. Arrangements for the provision of insurance cover for any further insurable risks for special occasions must be agreed with the Letting Secretary when the application for hire is made and all costs arising shall be met by the Hirer.

6.10 **Hirer's Property** - In no circumstances will the Group make good or accept responsibility or liability whatsoever in respect of any damage or theft or loss of any property, goods, articles or things placed, deposited, brought into or left upon the hired premises, either by the Hirer for his use or purpose or by any other person or left or deposited with any officer or servant of the Group and the Hirer must indemnify and hold the Group and its servants and officers harmless in respect thereof. Unless previously confirmed in writing, if such equipment, property and effects are not removed on the termination of the hiring, additional fees may be charged for the storing or removal thereof.

6.11 **Cloakrooms** - any part of the hired premises used for cloakrooms will be in the care and custody of the Hirer, who shall be responsible for any loss or mistake that may occur in their management.

6.12 **Advertising** - the name of the Hirer shall be placed in a prominent position on all bills and advertisements. The name of the Group shall not be used on any bills or advertisements without the prior approval of the Letting Secretary in writing.

6.13 **Vehicular Access and Parking** - up to 11 vehicles belonging to Hirers and those attending events organized by them may be parked in the Headquarters Car Park. Vehicles are not permitted on any other part of the grounds. The Group shall not be liable for any damage or injury to property or person's caused by or to any vehicles using the Car Park and does not accept any responsibility for any damage or injury caused howsoever. At all times access for emergency vehicles must be maintained to the front and north-west side of the building.



- 6.14 The Hirer shall, if the Group thinks fit, pay any expense the Group may incur for engaging police constables to preserve order at any meeting or event.
- 6.15 The Headquarters is a “**NO SMOKING**” area and smoking is not permitted anywhere on the premises, including **buildings and the surrounding grounds**.
- 6.16 The HQ is fitted with **smoke detectors** which are triggered by the presence of smoke. For this reason the generation of smoke or similar substances by the use of smoke machines, burning or by any other method is prohibited.
- 6.17 The wearing of stiletto heels and other footwear likely to cause damage is prohibited within the Headquarters building. The Hirer shall be held responsible for any damage to floors, howsoever caused.

## 7. MAXIMUM CAPACITY OF ROOMS

- 7.1 The maximum number of persons permitted is as follows:-

	Closely Seated or Standing	Seated at Tables
Main Hall	200	100
Meeting Room	24	24

## 8. HOURS OF USE

- 8.1 The hours of the Headquarters is limited as follows: -  
Monday to Saturday 7.30 a.m. to 11.59 p.m.  
Sundays and Bank Holidays 9.00 a.m. to 10.00 p.m.

**The Public Entertainment License is applicable as follows:-**  
**2.00p.m. - 9.00p.m. Monday to Thursday**  
**2.00p.m. – 11.00p.m. For Friday and Saturday**

## 9. LIMIT OF GROUP’S RESPONSIBILITY

- 9.1 The Group shall not be liable for accident, illness, loss or damage occurring as a result of the letting out of the Group’s premises, except where such accident, illness, loss or damage is directly caused by the negligence of the Group or its employees, agents or servants.



9.2. The Group shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restrictions, civil commotion, riot or illegal trespass or act of God which may cause the premises to be closed or the hiring to be interrupted or cancelled.

## **10. GROUP'S RIGHT OF ENTRY**

10.1 Officials of The Group, Police, Fire Officers and any Licensing Authority have the right of full access to the building at all times in connection with their official duties and their instructions in respect of the health, safety and welfare of the users of the facilities must be adhered to immediately by the Hirer.

## **11. FAILURE TO OBSERVE CONDITIONS OF HIRE**

11.1 If any Hirer refuses or omits to comply with any of the Terms and Conditions or with any instructions conveyed to him by the Letting Secretary or any official of the Group, The Hirer and all those attending the event may be excluded from the premises and the charge made to or due from the Hirer shall not be waived.

## **12. MANAGEMENT**

12.1 The Hurstpierpoint Scout Headquarters is managed by the Executive Committee of the 1<sup>st</sup> Hurstpierpoint Scout Group. The day to day management is undertaken by the Headquarters and Property Manager who is a member of the Executive Committee.