

# 1<sup>st</sup> Tidbury Green (Wythall) Scout Group

## TERMS OF HALL HIRE

1. The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with all doors and windows properly closed/locked. Failure to fulfil this condition may result in an additional charge being made.
2. The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful 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 nor allow the consumption of alcohol thereon without written permission from the Committee.
3. 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 prior written approval of 1st Tidbury Green (Wythall) Scout Group Management Committee. The Hirer must make good to the satisfaction of the 1st Tidbury Green (Wythall) Scout Group Management Committee any damage caused by removal.
4. The Hirer shall indemnify and keep indemnified each member of the 1st Tidbury Green (Wythall) Scout Group Management Committee and the 1st Tidbury Green (Wythall) Scout Group volunteers, agents and invitees (a) the cost of repair of any damage done to any part of the premises and (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer. The Hirer shall 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 on demand shall produce the policy and current receipt or other evidence of cover to a member of the Hall Management Committee to rehire the premises to another hirer. The 1st Tidbury Green (Wythall) Scout Group is insured against any claims arising out of its own negligence.
5. 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 Hall Manager 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.
6. The Hirer shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
7. The Hirer shall ensure that no animals (including birds) except guide dogs are brought to the premises other than by special agreement with the 1st Tidbury Green (Wythall) Scout Group Management Committee. No animals whatsoever are to enter the kitchen at any time.
8. 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 that only fit and proper persons have access to the children.
9. 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 1st Tidbury Green (Wythall) Scout Group's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition.

10. The Hirer shall be responsible for obtaining any licences that may be needed. The Hall does not hold a Performing Rights Society licence.

11. 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. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

13. 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.

14. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

15. The 1st Tidbury Green (Wythall) Scout Group reserves the right to cancel this hiring by written notice to the Hirer in the event:

15.1.1. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

15.1.2. The 1st Tidbury Green (Wythall) Scout Group Management Committee reasonably considering that (i) such hiring leading to a breach of licensing conditions, if applicable or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

15.1.3. The premises becoming unfit for the use intended by the Hirer.

16. Any cancellation of a future hire booking may result in a cancellation fee being charged.

17. The Hirer shall ensure that a minimum of noise is made on arrival and departure.

18. The 1st Tidbury Green (Wythall) Scout Group accepts no responsibility for any stored equipment or other property brought on to or left at the premises and liability for loss or damage is hereby excluded.

19. The Hirer must report all accidents involving injury to the public to a member of the 1st Tidbury Green (Wythall) Scout Group Management Committee as soon as possible and complete the relevant section in the Accident Book. Any failure of equipment either that belongs to the 1<sup>st</sup> Tidbury Green (Wythall) Scout Group or brought in by the Hirer must also be reported and entered in the relevant section of the Accident Book. Certain types of accident must be reported to the Local Authority and the Hall Management Committee will give assistance to complete the form.