

# Standard Conditions of Hire



## **STORTON LODGE**

### **1<sup>st</sup> Goring-on-Thames Scouts & Guides**

1. The Hirer shall not use the premises for any unlawful purpose or in any unlawful way nor do anything on or bring on to the premises anything which may endanger the same or any Insurance Policy in respect thereof
2. The Hirer shall during the hiring 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 and for ensuring the 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.
3. The Hirer shall ensure that precautions are taken to prevent the occurrence of a fire due to any item(s) brought into the premises as a result of the booking. Under no circumstances may inflammable liquids and/or gases be brought on the premises.
4. 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.
5. The Hirer shall at all times during the period of hire ensure that the Emergency Exits are clear and capable of immediate use in the case of any emergency. The Hirer shall also acquaint himself with the fire fighting appliances, their operation and the location of the nearest public telephone. Attached herewith is an appendix showing the location of the said fire equipment. Where persons in wheelchairs or other disabled persons are admitted to the premises, the Hirer shall ensure that adequate measures are taken to be able to evacuate such persons in a safe manner, without undue delay and without obstructing other members of the public
6. The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
7. All hire fees, storage charges and deposits must be paid at the times stipulated on the hire agreement. No hiring will be booked and the Hirer will have no right to use the rooms and facilities until all such payments have been made in full at the times stipulated.
8. If the Hirer wishes to cancel the booking and the Scout Unit is unable to conclude a replacement booking the question of repayment of the fees shall be at the discretion of the Scout Unit.
9. If the Hirer is permitted to store equipment in between sessions, it must be stored in such place and such manner as indicated by the Scout Unit and only for so long as permitted by the Scout Unit subject to payment of the storage charge. No article which is dangerous or unsuitable may be stored.
10. The Scout Unit accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. The Hirer shall indemnify and keep the Scout Unit 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 (including the storage of equipment) by the Hirer.

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11. The Scout Unit may, in its discretion in any of the following circumstances, namely -
  - a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended;
  - b) in respect of any other 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 hiring -

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.
12. The Hirer shall take out adequate insurance to insure the Hirer and any 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 the Hiring Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hiring Officer to rehire the premises to another hirer.
13. All equipment and other property (other than stored equipment) must be removed at the end of each session or fees will be charged for each day or part of a day at the hire fee per session until the same is removed. The Hirer shall also replace in their usual positions any chairs, tables and equipment being the property of the Scout Unit used or moved during the period of hire. The Hirer shall be responsible for leaving the premises, including the Kitchen and crockery if used clean and free from litter and all windows closed, internal lights extinguished, the master electrical switch by the front door switched off and doors properly secured on leaving.
14. 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 the Hiring Officer and no alteration to the work shall be made after such approval. The Hirer shall be responsible for obtaining any necessary approvals or licences (including liquor licence) in connection with the hire and will comply with all conditions attaching to such approvals or licences and will indemnify the Scout Unit against all losses, costs, damages and expenses resulting from any failure to obtain such approval 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.
15. No alcohol shall be sold or supplied without the permission of the Hiring Officer.
16. The Hiring Officer must be advised immediately of any accident involving injury to any person or damage to property arising out of the hire of the premises. As directed by the Hiring Officer, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents.
17. The Hirer shall not use the premises for any purpose other than that permitted under the hire agreement and will not without obtaining the prior consent of the Hiring Officer use or enter the premises at any times other than those permitted under the hiring.
18. 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.
19. The Scout Unit reserves the right to terminate forthwith any entertainment activity or meeting permitted under the hire which is not properly conducted. The Scout Unit reserves the right to cancel this Hiring in the event of Storton Lodge becoming unfit for use, in which case the Hirer shall be entitled solely to a refund of any deposit or monies already paid to the Scout Unit, and the Scout Unit will be under no other liability whatsoever.

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20. 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 the prior written approval of the Hiring Officer. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Scout Unit remain in the premises at the end of the hiring and become the property of the Scout Unit or be removed by the Hirer who must make good to the satisfaction of the Scout Unit any damage caused to the premises by such removal.
21. No appliance with a rating in excess of 3 kilowatts and requiring more than 240 volts shall be connected to the electrical installation. Appliances shall be connected only to the socket outlets provided and shall be protected by a fuse of appropriate capacity. The electrical installation shall not be tampered with or temporarily modified in any way. Extension leads shall comply with current regulations and good practice and shall have additional effective protection when crossing gangways. They shall have conductors of dimensions not less than that required to operate safely under the load carried. All appliances for stage lighting, their controls, earthing, circuitry and mounting systems, must be tested and certified by a competent electrician as defined by I.E.E. and a certificate of compliance lodged with the Hiring Office before the installation is used.
22. The hiring may be determined by notice given by the Hiring Officer if any fee, storage charge or deposit due under the hiring agreement is not paid on time or any of the conditions are not complied with by the Hirer but without prejudice to any claim by the Scout Unit against the Hirer for such non-payment or non-compliance.
23. The hiring agreement constitutes permission only to use the premises and confers no tenancy or other rights of occupation on the Hirer.
24. The Scout Unit's representative reserves the right to enter the premises without notice at any time during any hiring period for the purpose of examining the premises.
25. The Hirer shall ensure that any activities for children under eight years of age shall comply with the Children's Act 1989 and that only fit and proper persons have access to the children.
26. Any function involving the sale of goods of any description shall be conducted in accordance with the current fair trading laws and regulations.
27. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Hiring Officer. In no circumstances whatsoever are any animals to enter the kitchen at any time.

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