

MANLY BUILDING HIRE AGREEMENT

BOIDIER HURST SCOUT CAMPSITE MANLY BUILDING

- TERMS AND CONDITIONS OF HIRE



If THE HIRER is in any doubt as to the meaning of the following the Bookings Officer should immediately be consulted. For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where THE HIRER is an organisation, their authorised representative. THE HIRER has no other rights other than as shown in these Conditions of hire. THE COMMITTEE shall mean the Trustees of Boidier Hurst scout campsite and the Boidier Hurst Management Committee. THE MANLY BUILDING shall mean the Manly building together with the contents fixtures and fittings.

1. Supervision

THE HIRER will, during the period of the hiring, be responsible for supervision of THE MANLY BUILDING, it's safety from damage however slight; or change of any sort and the behaviour of all persons within THE MANLY BUILDING, whatever their capacity be they invited by THE HIRER or otherwise. No delegation, assignment or sharing of this responsibility may be passed on to other persons. THE HIRER must be contactable at all times during the period of the hire.

2. Use of Centre

THE HIRER shall not use THE MANLY BUILDING for any purpose other than that described in the hiring agreement and shall not sub-hire or otherwise use THE MANLY BUILDING. Nor shall they allow THE MANLY BUILDING to be used for any unlawful purpose or in any unlawful way or do or bring onto THE MANLY BUILDING anything which may endanger the same or render invalid any insurance policies in respect thereof.

3. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by them to THE MANLY BUILDING and used there shall be safe and in good working order, and used in a safe manner.

4. Security

When leaving THE HIRER is fully responsible for ensuring THE MANLY BUILDING is properly checked and secured by the WARDEN and any key held by THE HIRER is returned.

5. Indemnity

THE HIRER shall indemnify THE COMMITTEE for the cost of repair of any damage done to any part of THE MANLY BUILDING. Similar indemnity shall be provided in respect of the contents of the building in respect of any losses, breakages and shortages which may occur during the period of the hiring as a result of the hiring.

6. Accidents and Dangerous Occurrences

THE HIRER must record all accidents involving injury to the public occurring within THE MANLY BUILDING. Accident report forms and procedures are kept in the WARDEN accommodation. Any failure of equipment belonging to THE MANLY BUILDING must be notified to the WARDEN immediately.

7. Children

Young children should not be allowed in the kitchen unsupervised at any time. THE HIRER shall ensure that any activities for children are both suitable and safe, that only fit and proper persons have access to the children and that a recognised Child Protection Policy based on the Home Office Code of Practice 'Safe from Harm' or Safeguarding according to the rules of The Scout Association are followed at all times.

8. Cancellation by Hirer

IF THE HIRER wishes to cancel the booking before the date of the event and THE COMMITTEE is unable to conclude a replacement booking, the question of the repayment of the fee shall be at the discretion of THE COMMITTEE.

9. Cancellation by Boidier Hurst scout campsite

THE COMMITTEE reserves the right to cancel this hiring at any time in which case THE HIRER shall be entitled to a refund of any deposit already paid.

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10. Unfit for Use

In the event of THE MANLY BUILDING being rendered unfit for the use for which it has been hired THE COMMITTEE shall not be liable to THE HIRER for any resulting loss or damage whatsoever.

11. Refusal of Booking

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing or by e-mail to THE HIRER. In exceptional circumstances a hire can be terminated immediately by the Bookings Officer.

THE HIRER shall only be entitled upon such notice to reimbursement of such monies (including any deposit) as have been paid by THE HIRER to THE COMMITTEE providing THE HIRER has not breached any of the conditions in the agreement.

12. End of Hire

THE HIRER shall be responsible for leaving THE MANLY BUILDING in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced otherwise THE COMMITTEE shall be at liberty to make an additional charge. THE HIRER shall remove from THE MANLY BUILDING all rubbish, bottles and the like resulting from the hiring. Failure to do so may result in a surcharge. Property belonging to THE HIRER may only be left at THE MANLY BUILDING with prior permission and entirely at THE HIRER'S own risk. THE HIRER remains responsible for any breach of the hire conditions during the period of the hire that need to be rectified after the hire period has ended.

13. Noise and Behaviour

THE HIRER shall ensure that the minimum of noise is made on arrival and departure and that the general site rules are complied with.

14. Parking

Parking is at the owner's risk.

15. Responsibilities of HIRERS regarding potential for Fire/Accident in THE MANLY BUILDING

THE HIRER shall:

Ensure that users know the location of the fire exits, extinguishers and the kitchen fire blanket.

Ensure that access to fire exits is not blocked

Ensure that users know where to assemble in the event of fire evacuation i.e. near the sign displayed on the lamp post within the car parking area.

Check that there are no obvious fire or other hazards in THE MANLY BUILDING.

16. Kitchen equipment, tables and chairs etc.

THE HIRER understands that use of any equipment provided such as that mentioned here is only to be used as intended and is to be cleaned and replaced after use. N.B. Dragging tables and chairs may cause damage to the floor covering which is THE HIRER'S responsibility. Tables and chairs are not to be used outside the building.

17. No Smoking

THE MANLY BUILDING operates a No Smoking policy.

18. As seen

Hire of THE MANLY BUILDING is by prior viewing only and as such it is the responsibility of THE HIRER to ensure at the time of the booking that THE MANLY BUILDING is suitable for the purpose of the hire.

19. Jurisdiction

This Agreement shall be constructed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.