TERMS AND CONDITIONS – Lilac Grove HQ

This Agreement constituting the Room Hire Booking Form and these Terms and Conditions is made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

1.1. The Venue – means Lilac Grove HQ, Lilac Grove, Beeston, NG9 1PF of venue

1.2. The Hirer – means the person or organisation as set out on the Room Hire Booking Form.

1.3. The Premises – means the all land based at Lilac Grove HQ, Lilac Grove, Beeston, NG9 1PF as set out in the Room Hire Booking Form.

1.4. The Building – means Lilac Grove HQ, Lilac Grove, Beeston, NG9 1PF

1.5. The Amount Due – means the amount that the Hirer is required to pay to the Venue as set out on the Room Hire Booking Form.

1.6. The Period of Hire – means the period set out on the Room Hire Booking Form

2. Maximum capacity

2.1. The Hirer will not exceed the maximum capacities for the Premises.

2.2. The maximum capacities inside the building at any time are as follows:
60 persons

3. Use of Premises

3.1. The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Booking Form and shall not sub-hire or use or allow the Premises to be used for:

- Any political/religious rallies or demonstrations.
- For purposes which are illegal i.e. be they forbidden by law
- For functions attended by people whose presence may cause civil unrest or division within the community.
- Overnight stays of any kind

3.2 The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament.
- The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.

- The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight.

3.3 The Hirer must not make any alterations to the Premises or any other part of the Premises without the Venue's prior written consent.

3.4 Any Scouting groups should observe all Scouting policies outlined in the POR and also all cards should be observed. (Yello, Green, Purple, Orange and Grey)

4. Licences

4.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

4.2. Where the use of the Venue Premises Licence is permitted by the Venue, the Hirer shall ensure compliance with the conditions of the Premises Licence (Schedule 1).

4.3. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

4.4. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

5. Health and Safety Compliance

5.1. The Hirer shall comply with any request made by the Venue's Safety Adviser and must supply any documents requested promptly.

5.2. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer must carry out their own risk assessment for each event.

5.3. The Hirer shall ensure they are familiar with the:

a. fire alarm points
b. fire evacuation procedures, routes, refuge point and assembly point
c. location of first aid kit
d. location of the accident reporting book

5.4. The Hirer shall

a. ensure clear and unobstructed access and regress is maintained to all

emergency exits in the Premises

b. familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point
c. appoint fire wardens who are trained in emergency procedures

5.5. The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern.

5.6. Any incident during the hire period must be reported to the Group Lead Volunteer as soon as possible. The hirer understands that 2nd Beeston Sea Scouts may need to report incidents to The Scout Association as per Scouting procedures https://www.scouts.org.uk/volunteers/staying-safe-and-safeguarding/incidents-and-illness/emergencies-and-reporting/

6. Food and Drink

6.1. Where food or drink is to be supplied to the public we recommend that the Hirer or caterer holds a Basic Food Hygiene Certificate.

6.2. The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.

7. General regulations

7.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature are displayed or offered for sale on the Premises.

7.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

7.3. Smoking and/or vaping is not permitted at the Premises. This should take place outside of the grounds.

8. Nuisance

8.1. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

8.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

8.3. Any report of anti social behaviour will result in your booking being prematurely ended. Any aggressive/violent behaviour towards 2nd Beeston's volunteers or the general public will result in police action. A definition of anti social behaviour is found on the Nottinghamshire Police website: What is antisocial behaviour? | Nottinghamshire Police

9. Children (under 18s)

9.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, that they have appropriate child protection policies and procedures in place.

10. Payments, Charges, Confirmation and Cancellation

10.1. A booking deposit must be received by the venue to secure a booking.

10.2. Payment in full must be received before the booking can go ahead.

10.3. The Hirer shall make payment of the Amount Due within 14 days of the date of the invoice. You may want to amend to request payment in advance of the event.

10.4. Where the booking is cancelled by the Hirer less than 28 days before the first day of the event the booking deposit will be forfeited.

10.5.

11. End of Hire

11.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.

11.2. The Hirer is permitted to use the bins provided at the premises on a fair use basis. Wheeley bins should not be completely filled, or items left next to bins. This is classed as excess waste and is subject to a surcharge for removal.

11.3. The Hirer shall ensure the Premises and surrounding area are left in a clean and tidy condition and all equipment, goods and other materials are removed from the Building at the end of the Period of Hire.

11.4. Within the kitchen the Hirer shall ensure all crockery, utensil, surfaces and fridge are left in a clean condition.

11.5. Additional charges may apply where the Hirer fails to comply with clause 17.1 and 17.2.

12. Insurance and loss/damage

12.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.

14.2. The Hirer shall maintain its own Public Liability Insurance for the use the Premises during the Period of the Hire. 2nd Beeston Sea Scouts or its insurer accepts no liability for any damages during the period of hire.

12.2. 2nd Beeston Sea Scouts, or the Scout Association shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

13. Data Protection

13.1. Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998.

14. Care of Premises and Equipment and Defective Equipment

14.1. Any defective equipment found, or accidental damages should be reported to the Group Lead Volunteer as soon as discovered

14.2. The Hirer understands any damages as a result of negligence will be chargeable at cost including labour during the Period of Hire. Any unpaid costs could be pursued by legal action.

15. General Terms

15.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

15.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

15.3. The Hirer shall engage with the Venue's Safety Advisory Group when requested.

15.4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

15.5. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

15.6. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.