

1st Cholsey Scout Group ('FCSG')

CONDITIONS OF HIRE FOR CHOLSEY SCOUT HALL ('THE HALL')

The things you must think about and act upon when you undertake to hire the hall and when you are using it.

1. The hirer **ACCEPTS RESPONSIBILITY** for being present on and in charge of the premises at all times and for ensuring that the conditions of the Public Entertainments/Stay Play License relating to the management, safety and supervision of the premises (Clauses 2-4 below) are met.
2. The hirer **ACKNOWLEDGES** that he/she has received instruction in the following matters:
 - The action to be taken in the event of fire. This includes calling the fire brigade and evacuating the hall.
 - The location and use of fire equipment and torches.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - The importance of closing all fire doors at the time of a fire.
3. . In advance of the hire the hirer **UNDERTAKES** to check the following items:
 - That all fire exits are unlocked and panic bolts are in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That no fire doors are wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
4. At no function is admission to be permitted at the door other than by
 - a) invitation of the hirer, b) prior membership of the hiring organisation c) booking of tickets. No new or re-admission to the premises shall be allowed after 10.30 pm and all functions shall finish no later than 11.45 pm. No more than 100 persons shall be admitted to the premises at any one time, or no more than 60 persons as a seated audience.
5. The hirer **SHALL PROVIDE** reasonable supervision throughout the hire of the hall.
The responsibilities of the hirer shall include the control of admission, the general supervision of the conduct of the premises, the fulfillment of the fire regulations set out in Clause 3 above and the evacuation of the premises in case of fire, all subject to the overall responsibility of the hirer. Any bar attendant on duty has the full authority of FCSG to ensure that the provisions of this clause are complied with, and in default of this to terminate the event in accordance with Clause 25 below.
6. The hirer shall
 - a) Not perform, play or use or permit to be played, performed or used on the premises any work in which copyright exists and which may be played, performed or used only with the consent of the owner of such copyright without such consent.
 - b) Indemnify the FCSG against all claims, demands, actions and proceedings which may arise out of any infringement of copyright on the premises during the period of hire.
7. a) At any entertainment at which amplified music is to be performed the amplifying apparatus must only be connected to the socket designated for the purpose which is connected to a noise limiting device.
b) At any entertainment at which music is to be performed all windows and external doors must be closed. These windows and doors may not be opened except in an emergency.
8. In the event of any accident causing injury to any person or property within the premises, the hirer shall within 48 hours inform the FCSG and supply any particulars in respect thereof, which may be required by law.
9. Unless other arrangements have been made at the time of booking, the hall floor should be swept and all the tables and chairs should be cleaned and stacked. The toilets, entrance hall, kitchen and its equipment should be left in a clean state and any rubbish should be taken away with you when you leave. If any part of the premises used by the hirer is not left in a clean condition to the satisfaction of the FCSG and cleaning has not been paid for in advance the hirer shall pay to the FCSG on demand the cost of the same. The hirer shall ensure that all doors and windows are secured upon leaving.

The fine print:

10. A provisional booking may be made Subject to the return of a duly completed booking form accompanied by a deposit of £50 and will be confirmed by the Booking Secretary. The full hire charge including a separate damage deposit of £100 shall be paid not less than six weeks before the function to which it relates.
Apart from very exceptional circumstances, no refund shall be allowed in the event of cancellation of a confirmed booking.
11. Return to the hirer of the damage deposit shall be made by the Booking Secretary not less than seven days after the function to which it relates, subject to any deduction for damage or additional cleaning in accordance with Clauses 9 and 16a.
12. No function shall be publicly or otherwise advertised until notification in writing confirming the booking has been received by the hirer.
13. The hirer is responsible for operating the bar in accordance with the provisions of the Public Entertainment Stay /Play License.
14. No part of the premises shall be used for any purpose other than that specified in the application for hire.
15. The hirer shall not assign the benefit or burden of the consent to hiring or any part thereof or sub-let part of the premises.
16. The hirer shall:
 - a). Repay to FCSG on demand the cost of reinstating or replacing any parts of the premises including any of the furniture and fittings therein contained which shall be damaged, destroyed, stolen or removed during the period of hire.
 - b). Indemnify the FCSG against all claims, demands, actions or proceedings in respect of the death or injury howsoever or by whomsoever caused of to any person which shall occur while such a person is upon the premises.
17. The FCSG and its officers, agents, and servants shall not in any circumstances be responsible to the hirer or any other person for damages to or the loss, theft or removal of any property brought or left by any person in or upon any part of the premises (including the car park) and the hirer shall indemnify the FCSG and its officers, agents and servants against all claims, demands, action and proceedings in respect of any such damage, loss theft or removal.
18. The hirer shall not without prior written permission:
 - a). Bring, place or erect any furniture, fittings, erections or structures.
 - b). Place or fix any additional lighting or any decorations, shrubs, plants or similar things.
 - c). Affix or secure any nail, hook, screw, adhesive tape or other thing **upon any part of the premises.**
19. If any use shall be made of the premises other than in accordance with the time and purpose stated in the application for hire the hirer shall pay to FCSG on demand such use in accordance with the prevailing scale of charges.
20. The FCSG reserves for its officers, servants and agents at all times a right of entry to every part of the premises and a right to refuse admission or to remove from the premises any person without stating the reason therefore.
21. The hirer shall obtain any additional licenses which may by law be required in connection with any entertainment or activity which shall take place on the premises during the period of hire and shall be responsible for compliance with the terms and conditions imposed by such licenses. The hirer shall be responsible for establishing the necessity of any such license. (e.g. Sunday Entertainments Act 1932 Hypnotism Act 1952, Betting Gaming and Lotteries Act 1963)
22. The FCSG may remove and store for one month any property left by the hirer or any other person upon the premises after the time specified in the application to hire and the hirer shall repay to the FCSG on demand the cost of such removal and storage. At the expiration of the storage period the FCSG may sell or otherwise dispose of the property.
23. The wearing of stiletto type heels on the premises is prohibited.
24. **Cars may only be parked in the designated car parking area and so as not to cause an obstruction. No cars may be parked in the Red Lion Car Park under any circumstances.**
25. If the hirer shall fail to observe or perform in any respect the provisions of the foregoing Conditions of Hire the FCSG may without notice determine the hirer's rights. Such determination will not release the hirer from any of his/her obligations or affect any right or remedy which the FCSG may have and the FCSG shall be entitled to retain for its own use and benefit any monies paid by the hirer for its own benefit any monies paid by the hirer by way of hiring fees.
26. The FCSG reserves the right by notice to the hirer to terminate the hiring at any time and where this is otherwise than as provided in Clause 27 the FCSG shall return to the hirer any monies paid but the FCSG shall not be under any liability to the hirer for any loss or damage he/she may sustain arising out of such a termination.
27. These conditions shall not be varied except by express written permission of the FCSG or its officers.

By order of: THE FIRST CHOLSEY SCOUT GROUP HALL MANAGEMENT COMMITTEE