



## PUTNOE IN BEDFORD

### Putnoe Scout Hut Hire Policy

#### 1. Introduction

- 1.1 This document sets out the Lettings Policy in relation to the letting of the Putnoe Scout Group (PSG) premises – Putnoe Scout Hut, Putnoe Heights, Bedford MK41 8EV. This Policy document takes into account consideration of The Equality Act 2010.
- 1.2 A Premises Hiring Agreement, a copy of which is attached to and forms part of this Policy document (Schedule A), must be completed and signed in respect of every booking of the premises. The person signing the Premises Hiring Agreement will be known as “the Hirer” and will accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this Policy document. The Hirer must be a responsible adult over the age of 25.

#### 2. Primary Intent

- 2.1 The premises are primarily to be used for the hosting and promoting of Scouting activities and hence access may be granted to the premises at any time by authorised representatives of PSG, a list of whom is available on request by the Hirer from PSG.
- 2.2 A secondary function of the premises is to act as a resource to the District Scouts Association, using the premises as a Scout shop - currently open on a Monday evening. The PSG therefore give the permission to members of the District Scout association to access to the premises when required, due care and consideration being given at all times to minimise disruption to any other Hirer.

#### 3. Letting Restrictions

- 3.1 While the PSG attitude towards an application for the use of the premises will be positive, PSG will only seek to encourage appropriate organisations to use the premises for meetings and activities and may request references from a new user before agreeing a booking.
- 3.2 PSG will not, however, accept bookings for activities that are in conflict with the Scout Association; which may prevent the regular activities from functioning in full or which promote any political party or opinion. PSG reserves the **right to refuse requests** for hire by groups or for activities which, in the opinion of the PSG Executive Committee, are either contrary to the Scout Association, or where PSG considers that such use or activities may cause offence, on grounds of their religion or belief.
- 3.3 **The Premises** include the hall area, Kitchen and Bathroom facilities, Meeting Room 1 and Meeting Room 2. The premises may be let only to other organisations, provided that use is consistent with PSG values and beliefs.

- 3.4 Lettings of the premises will not interfere unduly with Scouting Activities. A hire arrangement will not normally be accepted if the premises are already booked or provisionally held for a Scouting event.
- 3.5 Out of respect to other users and our neighbours surrounding the premises, we expect all users to conduct themselves in a reasonable and courteous manner whilst arriving at the premises, whilst on site of and using the premises and when leaving the premises. Lettings will therefore not usually be accepted for events likely to create excessive **noise or other nuisance** to neighbours.
- 3.6 All events outside of Scouting Activities must **finish by 10pm**, and the premises vacated by **10.30pm**. The premises will not be available to the Hirer before the beginning of the booking time, and must be vacated by 15 minutes after the end of the booking period. Any required set-up time and additional clearing time must therefore be included in the booking period.

#### **4. Charges**

- 4.1 PSG will charge for the use of the premises by external organisations; however, charges may be waived or reduced in exceptional circumstances and at the discretion of the PSG Executive Committee.
- 4.2 Charges will be set at a reasonable rate, consistent with covering costs and providing a modest contribution to maintenance costs. Where the premises are hired for a morning or an afternoon session then half day charges will apply. Where hire starts late morning and ends in the afternoon or for more than 6 hours in a day, then full day hire charges will apply.

A notice of Charges levied and Conditions relating to the Charges forms part of the Premises Hiring Agreement. PSG will review the schedule of Charges annually.

- 4.3 If the Hirer wishes to cancel the booking, then PSG may, at its absolute discretion, refund any fees paid, but will be under no obligation to do so. Cancellations within 7 days of a booking will not be refunded. The PSG reserves the right to cancel the booking at the discretion of the Executive Committee if exceptional unforeseen circumstances arise and will not be required to state a reason for such. In the event of the PSG cancelling the booking, all fees/deposits paid by the Hirer will be refunded.
- 4.4 A refundable security deposit must be paid for all hire arrangements, the amount of which is set out in the Premises Hiring Agreement. Subject to Clause 5.1, the security deposit will be refunded within 14 days of the conclusion of the hire.

#### **5. Access and Security**

- 5.1 PSG does not employ a full-time caretaker; therefore the Hirer is responsible for all setting up and putting away of any equipment used and for cleaning the premises after use and before vacating the premises. In the event that the premises are left in an unacceptable condition the security deposit may, at the discretion of the PSG Executive Committee, be withheld to cover the costs of additional cleaning and will not be refunded.

- 5.2 On a single letting of the premises, a PSG representative will need to be present at the beginning and end of the letting period on each occasion that a letting is to take place, to check that the facilities are in order.
- 5.3 The premises must not be left unattended or unsecured during the period of the booking.
- 5.4 If a key is provided, then this must be safeguarded at all times and returned to PSG at the end of the letting period or as soon as is reasonably possible but within 7 days of the hire period concluding. The keys will not be copied nor given or lent to any third party. If keys are provided, it is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked and all lights switched off (including the toilets) at the end of the letting period.

If any keys are lost then PSG will charge the Hirer for a replacement lock and new keys. The cost of replacement lock and 24 keys (£197.00 plus VAT at April 2016) will be charged. The Hirer will also be liable for any increase in such cost, to be evidenced by receipt to be provided by PSG.

## **6. Health and Safety**

- 6.1 Whilst PSG will take all reasonable steps to ensure the premises are safe to use, it is the responsibility of the Hirer to undertake suitable risk assessments to ensure the safe conduct of their activity during the period of hire, including the presence of a suitably qualified First Aider if necessary. First Aid boxes are located in the Kitchen. All Hirer's are responsible for ensuring their attendees are fully aware of the procedures to be followed in the event of a fire.

Any accident involving personal injury must be reported to the PSG to be recorded in the Accident Book also located in the Kitchen.

- 6.2 All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed as follows:
  - Main Hall – 45 people
  - Meeting room 1 – 15 people
  - Meeting room 2 – xxx people

These figures have been set on the basis of the number of persons being able to leave the premises safely in the event of a fire.

The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met at all times throughout the period of the hire.

- 6.3 There are no public telephones in the premises, therefore the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.
- 6.4 Any portable electrical appliance or device brought in from elsewhere and used on the premises must have an up-to-date safety certificate which must be made available for inspection upon request.

- 6.5 The Hirer is not permitted to bring in supplementary heating appliances. The heating to the Scout Hut will be restricted from 1<sup>st</sup> May to 30<sup>th</sup> September.
- 6.6 A strict **No Smoking Policy** applies to all rooms (including toilets) in the premises. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.
- 6.7 Alcohol cannot be sold in the building. The Hirer is not permitted to apply for Occasional Licences for the sale of intoxicating liquor in the building.
- 6.8 Breach of the conditions stipulated under this Clause 6 will, at the discretion of the Executive Committee, immediately invalidate the hire agreement which may then be cancelled with immediate effect by PSG.

## **7. General**

- 7.1 Any advertising material must be submitted to the PSG for approval by the Incumbent and, if needed, the Executive Committee. All such material must clearly display the name of the person or organisation responsible for the event.
- 7.2 No dogs other than guide dogs are permitted inside the building.
- 7.3 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 7.4 Chewing gum is not allowed on the premises.
- 7.7 All rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins. No food or drink must be deposited on the ground outside the premises or in the car park.

## **8. Car Parking**

- 8.1 The use of the Church Car Park is at the Hirer's discretion and is **not** part of the Hiring Agreement. Hirers must be ready to vacate the car park in case of emergency Church needs.
- 8.2 For Scouting use the Car Park is limited to 2 spaces excluding the 3 designated disabled spaces and parking is strictly undertaken at the owner's risk. The PSG can accept no liability whatsoever for cars parked in the Church Car Park by Scouting personnel or external Hirers.
- 8.3 The driveway alongside the Church and the marked areas must be kept clear at all times.
- 8.3 There is a Council Car Park in the near vicinity of the Scout Hut that is recommended for use by users of the premises.

## **9. Responsibilities**

- 9.1 The PSG will be responsible for providing facilities as agreed in good working order throughout the letting period.

- 9.2 The Hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and will report any deficiencies on the occasion of each use.
- 9.3 The Hirer will ensure that there is a responsible adult or adults present and able to supervise use of the premises at all times during the letting. During the period of hire, the Hirer is responsible for the orderly behaviour of guests/members on the premises.
- 9.4 The Hirer must leave the premises in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. Hirers may re-arrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the letting.
- 9.5 The Hirer agrees to indemnify the PSG against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy Document.

## **10. Kitchen Use and Refreshments**

- 10.1 Use of the kitchen in the premises must be separately approved. The kitchen may be used for the preparation of Tea/Coffee and refreshments by approved personnel and with the prior agreement of the PSG. It will be the responsibility of the Hirer to provide the refreshment materials. It is the responsibility of an external Hirer to ensure that any persons using the kitchens are aware of the requirements of the relevant Food Hygiene Regulations and Food Safety Act Codes of Practice. Particular attention should be paid to the cleanliness of the kitchen, kitchen utensils and crockery at the end of the letting. Any breakages must be reported immediately in writing and will be subject to an additional charge.

## **11. Insurance**

- 11.1 It is the responsibility of the Hirer to effect appropriate insurance to cover his/her liabilities. Insurance effective by the PSG does not extend to a Hirer's liabilities. The PSG accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.

Appropriate Risk Assessments will need to be provided in the event of a long term hire.

## **12. Legal Requirements**

- 12.1 The Hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright. The Hirer will be fully responsible for obtaining any such licences or any other permission required, always providing that no such application will be made without the approval of the PSG.
- 12.2 Hirers must also have in mind the provisions of the Children's Act at any event involving children. Events for persons under 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act.
- 12.3 The Hirer will not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.

12.4 The premises must not be used other than for the purpose approved and no Sub-letting is allowed under any circumstances.

**13. Compliance**

13.1 Failure by the Hirer to comply with any or all of the terms of this Policy document where applicable, whether intentionally or not, may be deemed by the PSG to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.

**14. Administration**

14.1 Bookings of the premises will be administered by the PSG. This includes the acceptance and declining of bookings in consultation with the Incumbent and members of the Executive Committee of the PSG if necessary. The Incumbent will act as final arbiter if required.