

Agreement between (named person)

and The Bristol South Scout District for the use of The Eastwinds Scout Centre on behalf of

Name of Club, Association, Company or Individual (if applicable)

Contact Name.....

Contact Details – postal address / e-mail / mobile phone all required.

Postal Address:

e-mail:

Mobile phone:

Date(s), Period or Duration of use

Date(s):

Time(s):

In return for the use of the premises a payment shall usually be required, this will be agreed between the parties concerned and inserted here: £..... (VAT is not applicable).

Per hour or part thereof / Per day or part thereof / Other payment/donation (delete as applicable).

Any payment for ongoing use will usually be required on at least a quarterly basis unless agreed in advance.

Signed on behalf of Bristol South Scout District:

Name:

Signed:

Date:

Signed on behalf of the user:

(Acknowledging the agreement of the terms of use and acceptance of the Conditions of Use).

Name:

Signed:

Date:

As a registered charity, we Bristol South Scout District, ('The District') have a legal duty to protect our assets and to require a payment to be made for use which may include a contribution to general funds as well as operational costs e.g. heat, light, other utilities, cleaning etc.

The primary, but not sole, purpose of these conditions is to guard The District and the user against any legal liability or confusion, to ensure the safe use and security of the building and outside areas, to ensure that the building is not damaged and is left in a usable condition for others.

If you have any queries, please do not hesitate to contact us. A point of contact will be designated.

Absence of any specific point of reference from the list below cannot be taken/inferred that it does not apply, whilst guided by the principal of reasonable safe operation, users are required to assess their operation in respect to the risk level to those using the premises and put in place suitable plans for actions to be taken and by whom in the light of any incident. The order of the points below does not infer a statement of preference nor importance.

1. All applications for the use of the premises (inside and outside areas) must be in writing and forwarded to The District for consideration prior to its use. Where an organisation is named, that organisation (and its management) shall also be considered responsible for the safe and secure use.
2. The user will take full responsibility for the security of the building and contents for the duration of their use and any keys that have been supplied for the hirers use. The user agrees that the premises shall not be left unlocked and unattended at any time during their use.
3. At the end of any period of use, before leaving a check of the building and outside areas must be completed to ensure it is left in a safe, orderly and secure manner.
4. The user shall, at the expiration of the use, remove all refuse from the premises unless agreed otherwise. Tables must be cleaned and, along with chairs, placed in their original position. If further cleaning is required because of the use or any additional public health considerations, a cleaning charge may be made. Any items used in exterior areas must be left in an appropriate manner.
5. On exiting, all lights and power sockets should be switched off, all shutters bolts and locks applied, water turned off, alarm set, gates closed and locked. The exceptions to these being that fridge/freezer and internet hub to be left on plus any other item indicated prior to use. Any issues in completing any items of the safe closing procedure must be reported to the Eastwinds Manager as soon as possible.
6. Any equipment brought to the premises and left there after use for subsequent ongoing use must be appropriately and safely stored. Access to and use of areas/rooms must not be impeded. Users may be required to remove items/equipment not appropriately and safely stored.
7. Any damage caused by the user shall be reported to The District immediately and any such damage resulting in repairs will be charged to the user.

8. The user shall be responsible that good order is kept on the premises during the period of use (including any set up and/or dismantle periods) and The District may charge the hirer for any extra expense that may be incurred. The user will also ensure that those leaving the premises during or following the hiring do so in an orderly manner and in such a way as not to cause nuisance or annoyance to nearby owners or occupiers.
9. No nails, tacks, screws, drawing pins or other objects shall be driven into any part of the premises, other than designated notice boards, nor shall any placards, other articles, adhesive tapes or flexible putty e.g. blu-tac be affixed thereto, without the permission of The District. Scouting related notices and information on notice boards shall not be removed, any damage may result in a replacement charge.
10. The hirer must keep the Scout Association and the District indemnified against all claims in respect of damage, loss or injury of any description (other than those arising out of the acts or omissions of the Scout Association and The District). Certification of current insurance, e.g. Public, Product and/or Employer must be provided The District prior to use.
11. Where any users' activities are governed by Risk Assessments or Standard Codes of Operating Practice, copies of these must be provided to the district prior to use of the premises.
12. No excisable liquor shall be sold without the approval of the district. The user is responsible for obtaining all necessary licenses, which must be displayed for the duration of the use. The premises cannot be used for any party-political purposes under any circumstances.
13. If food and non-alcoholic drinks are to be supplied it is the responsibility of the user to comply with the Food Safety Act 1990, Health and Safety Regulations and with all relevant requirements in respect of food and drinks supplied during the hire period. All food and drink supplied must be removed from the premises at the end of the hire period.
14. Smoking and the use of e-cigarettes or similar devices is not permitted inside the building or any structure and is limited outside to areas adjacent to ash/stub trays. The campfire area is strictly a no smoking, vaping area.
15. At the end of any use of the outside areas, these shall be left in a tidy and safe manner, litter and/or debris free. If the campfire area has been used any fire must be fully 'turned in' and allowed to 'burn down' for at least 30 minutes prior to the user leaving the premises. The use of accelerants of any kind is strictly prohibited in this area.
16. The user shall be responsible for obtaining any necessary licenses in connection with copyright or licensing for performances of any type. The user shall indemnify The District against any infringement of copyright that may occur during use.
17. The user of the premises is not entitled, without permission, to use or enter the premises at any time other than between the agreed hours during which the premises are used.
18. The District reserve the right to terminate forthwith any entertainment, activity or meeting not properly conducted.

19. Due to the nature of some events the user may be required to pre-submit a list of attendees at least 48 hours in advance of the event. 'Walk in' and 'Off the street' events are not permitted.
20. The user is responsible for ensuring that the number of persons in the building at any one time is within reason and not exceeding 120 at any one time. No exits may be blocked nor may any fire appliances or other safety related equipment be unnecessarily moved or tampered with. If fire or safety equipment is used the user must report this to The District.
21. The District may make such additional regulations relating to the use of the premise during the permitted period(s) as shall reasonably be considered necessary or as the result of no or short notice statutory instruction or law.
22. Vehicular access and on-site parking is very limited and at owners/drivers risk. users are encouraged to park off site, encourage public transport use, where possible and consideration must be given to the probable use of the premises by disabled persons. No activities shall take place nor equipment be used or stored within parking/access areas.
23. Any user may not 'sub-let' their use to any other group or individual.
24. The District reserves the right of unannounced inspection during any period of use.
25. The user shall ensure the compliance with all legislation and statutory requirements.
26. The user shall ensure, in so far as possible, the safe operation of its activities including where appropriate the provision of 'first aid' and related equipment for that purpose.
27. There is no land line telephone to the premises. Users must ascertain that their mobile phone(s) will work in case of emergency.
28. The official address of the premises is: Eastwinds Scout Centre. (lower end of) St. Anne's Terrace. Brislington (West). Bristol. BS4 4DY (off Wick Road, near bridge over the railway).
29. The district cannot be held liable by any user for the non-availability of the premises use to circumstances over which it could reasonably have no control e.g. loss of services or access.
30. Litigation from any issue will be governed by the courts and laws of England and Wales.
31. These Conditions are not to be considered as all-inclusive as uses and users can differ and present unique circumstances.
32. The District reserves the right to amend, vary or cancel these conditions along with any hire at any time should it be required to do so by The Scout Association, the freehold owners and/or their agents, legislation or emergency powers.
33. These conditions are reviewed annually, usually in January, where any scale of charge, normally payable in advance, associated with the use of the premises will also be reviewed.

End of bullet point listing. End of document.