

## **Definitions**

For the purposes of this agreement the term "Hirer" shall mean an individual hirer or, where the "Hirer" is an organisation that organisation.

The "Premises" include the ground floor of the scout hall, the grounds surrounding the scout hall and the fences surrounding the grounds. It does not include the building known as The Forge.

"Booking" means the contract between the Hirer and 3<sup>rd</sup> Epsom (St Martin's) Scout Group as detailed on the Booking Form.

"Hire Period" means the date(s) and time(s) reserved by the Hirer on the Booking Form.

"Function" means the event for which the Premises was booked by the Hirer and detailed on the Booking Form.

## **Hiring Agreement**

3<sup>rd</sup> Epsom (St Martin's) Scouts permits the Hirer to use the Premises for the Function and for the Period described on the Booking Form. The Booking Form is part of this Agreement. This Hiring Agreement includes both the details on the Booking Form and the Standard Conditions of Hire set out below.

The Hirer shall not use the Premises for any purpose other than that permitted under the hire agreement and will not without obtaining the prior consent of the Booking Secretary use or enter the Premises at any times other than those permitted under the hiring. The Premises may not be used for purposes which are inconsistent with the ideals of the Scout Association or Guide Association or bring those organisations into disrepute.

No exclusion of any term or condition can apply unless specifically granted in writing.

The hall management may decline or cancel bookings (with full refund if cancelled by them).

The hirer is aware that the 3<sup>rd</sup> Epsom Scout Hall has no wheelchair access or accessible toilets.

3<sup>rd</sup> Epsom (St Martin's) Scout Group has the right to amend these conditions by giving notice in writing to the Hirer.

## **Supervision**

The Hirer accepts responsibility for being in charge of and present on the Premises at all times during the Hire Period and for ensuring that all terms and conditions of this Agreement are complied with. Where the Hirer is an organisation, the Hirer agrees to nominate a person to undertake this role and provide their name and contact details as required on the Booking Form.

The Hirer, during the Hire Period, will be responsible for the care and protection from damage of the Premises and contents and for the behaviour of all persons using the Premises.

## **Access to Premises**

Vehicle access to the Premises is via the 5 Bar Wooden Gate which is secured via a combination lock. The Hirer will be advised, prior to the Function, of the lock combination number for them to gain access to the Premises. The gate may be left open during the Hire Period to allow general access to and from the Premises.

Unless agreed with the Booking Secretary, do not disclose the combination number to any other person.

Even when the Gate is open, ensure the combination lock is closed and the number scrambled.

The Hirer will be provided with access at the start of the Function. Where the Hirer is provided with keys to the Premises in advance of the Function, these must be kept safe and returned as soon as practicably possible following the Function.

### **Car Parking**

Ensure that cars parked at the Premises do not block the Premises or The Forge fire exits or the access road from the gate to the scout hall. Cars should be parked with consideration and may have to be double parked or parked on the grass.

Note: The land, in front of the 5 Bar Wooden Gate, is private and must not be used.

### **Scout Hall Facilities**

Only the ground floor of the scout hall is normally available for use. This includes the main hall area, kitchen and toilets.

### **Alcohol and Smoking Policy (inc Smoke Machines)**

Smoking or the use e-cigarettes/vapes is not allowed in any part of the Premises or under the porch/lean to outside the kitchen.

Smoke and other similar machines are not allowed as they will affect the smoke detectors, including those in the roof space.

The consumption of alcohol in or around the Premises is strictly prohibited unless specifically authorised in advance.

### **Animals**

No animals, except assistance dogs, are allowed to enter the Premises unless specifically authorised in advance.

No animals are allowed into the kitchen at any time.

### **Music Licences**

3<sup>rd</sup> Epsom (St Martin's) Scout Group holds both PPL and PRS music licences. The PPL license allows the playing of recorded music and the PRS license allows the public performance of musical compositions.

The Hirer must undertake to avoid any excessive noise - particularly amplified music - which would annoy neighbours. No sound amplification may be used which is audible outside the building. The Hirer must also undertake to avoid noise and disturbance to neighbours when leaving the Premises (including the Car Park) at the end of the hiring.

Evening events MUST ensure music is switched off by 23:00, unless agreed otherwise.

### **TV and Film Licence**

3<sup>rd</sup> Epsom (St Martin's) Scout Group does NOT have a TV licence for the Premises. Television programmes cannot be watched or recorded as they are being shown on TV using any device. The Hirer is responsible for any fines resulting from any such activity.

3<sup>rd</sup> Epsom (St Martin's) Scout Group does NOT have a licence to show films. The Hirer is responsible for ensuring that they hold the necessary licences and are responsible for any fines resulting from any such activity.

### **Responsibilities at End of Hire**

The Hirer is responsible for ensuring the scout hall floor is swept clean at the end of the Booking, the kitchen area is left clean and tidy and that ALL rubbish is removed off site. Do NOT use the general waste bins as they are reserved for regular scout hall users. Oil grease waste or any other matter that is harmful to humans or the environment MUST NOT be poured into the drains at the Premises. It must be removed from the site by the Hirer and disposed of safely.

All equipment, chairs and tables must be stored away tidily. Notice boards are not to be touched without prior agreement.

All washing up is completed and clean crockery, etc...is put away.

Switch off all lights, and ensure all doors and windows are closed and the building is locked. Ensure the gas is turned off on the cooker.

Once all persons and vehicles have exited the site, lock the 5 bar gate using the combination lock and scramble the number.

Return any keys to the Booking Secretary as soon as possible.

### **Accidents and Damage**

The Hirer must report any accidents involving injury to the public or loss or damage to the Premises or fixtures and fittings as soon as possible.

The Hirer must make good or pay for any damages (including accidental damage) to the Premises or to the fixtures and fittings and for loss of contents.

Any property belonging or brought on site by the Hirer is the responsibility of the Hirer and is not covered by the insurance of 3<sup>rd</sup> Epsom (St Martin's) Scout Group.

### **Public Liability**

3<sup>rd</sup> Epsom (St Martin's) Scout Group is insured against any claims arising out of its own negligence.

It is the Hirer's responsibility to take out adequate insurance to insure the Hirer against all claims arising as a result of the Hire or accept personal liability to any claim should cover not be arranged.

### **Contact Numbers on the Day of Hire**

The Hirer must ensure a fully charged mobile number is available on the day of hire for use in the event of an emergency; this number to be made known to the Booking Secretary.

3<sup>rd</sup> Epsom (St Martin's) Scout Group will provide a contact phone number to address any problems or queries on the day of hire.

## Payment and Cancellation Policy

Unless agreed otherwise, total payment must be made **within 5 days** of confirmation of booking or immediately if booking is within 2 weeks. Payment can be made by bank transfer using the details below:-

Account Name: Epsom St Martins Scouts & Guides HQ

Sort Code: 30-93-08

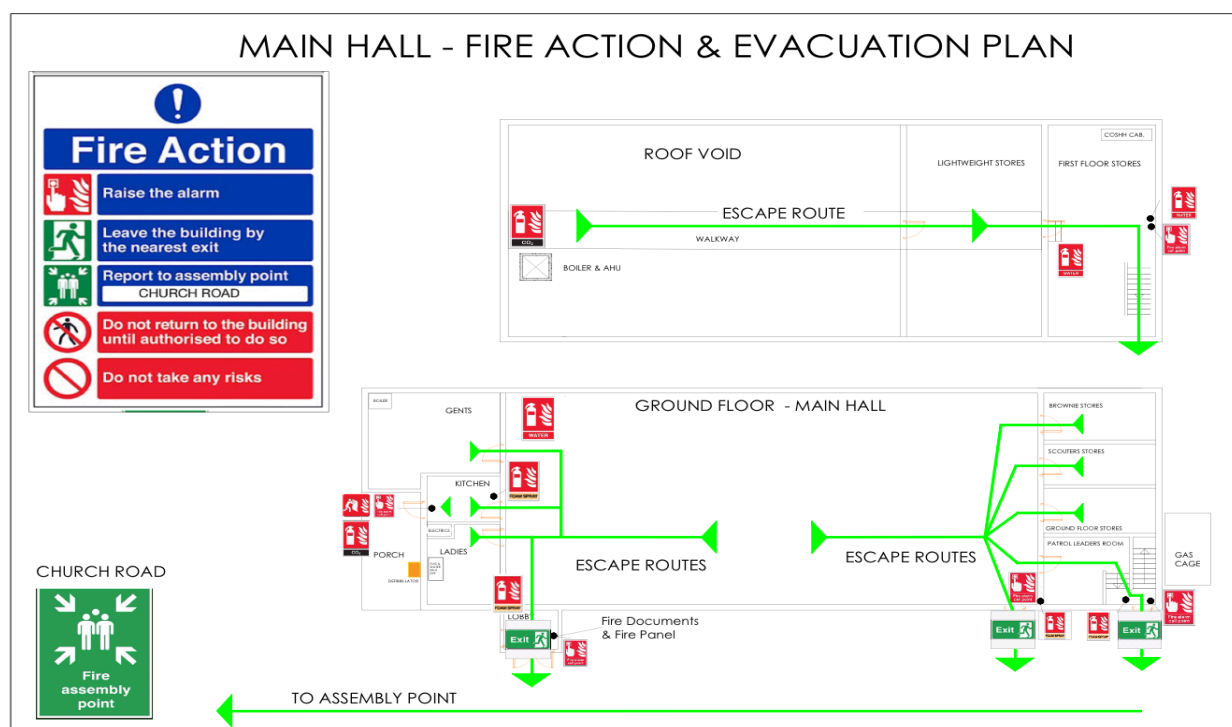
Account No: 00172733

Please include your name and booking date on the reference.

If payment is not made as above, then 3<sup>rd</sup> Epsom (St Martin's) Scout Group reserves the right of offer the booking to another Hirer.

If the Hirer cancels the booking with less than 2 weeks' notice, then the payment will be refunded but may, at the discretion of the Booking Secretary, be subject to a cancellation fee of £10. If the Hirer cancels the booking with less than 48 hours' notice then the payment will be forfeit (i.e. the cancellation fee matches the total payment) unless 3<sup>rd</sup> Epsom (St Martin's) Scout Group receive another booking for the same period.

## Building Layout



## **Fire Safety**

The Hirer accepts that they will undertake the role of Fire Marshal, for the duration of their booking, and that by signing this agreement 3<sup>rd</sup> Epsom (St Martin's) Scout Group has totally discharged their responsibilities to you. To fulfil this role there must be a minimum of two responsible adults on site for the Premises all times.

There is a Fire Evacuation Plan (one for each building) and Fire Safety Strategy (see below), which you should read and understand in advance of your booking. Further copies are displayed on notice boards in both buildings. These detail the location of fire exits, and your responsibilities in the event of a fire. They also detail the location of fire extinguishers, however only trained and certified people should use these, otherwise your priority is to safely evacuate the building and go to the Assembly Point, and call the fire and rescue service.

The Hirer agrees to observe all the fire precautions and shall not at any time obstruct or cause obstruction of any gangway, corridor, entrance or exit.

No LPG appliances or highly flammable substances can be brought onto the Premises.

The Fire Brigade should be called to any outbreak of fire, however slight, and the incident reported 3<sup>rd</sup> Epsom (St Martin's) Scout Group.

## **Fire Safety - Site Specific Information**

**Fire Risk on the Premises** - cooking in the kitchens, flammable substances (including methylated spirits, petrol, and paraffin) stored in the COSHH cabinet within the First Floor Stores, highly flammable substances (propane and butane gas cylinders) stored in the external gas cage, combustible material either in the dustbins or an excess throughout the Premises.

**Safety measures on the Premises** - the Scout hall has three fire exits. There is a range of fire extinguishers and blankets throughout both buildings. There is a fire detection and alarm system installed in every room of the scout hall. There are also emergency lights both inside and outside with battery backup, and luminescent fire safety signage throughout. There are floor plans in every room showing where you are, the routes to the fire exits, and locations of fire extinguishers and blankets.

**Know what action to take in the event of a fire/ Know what action to take on hearing the fire alarm signals/ Understand your responsibilities and have the means of summoning fire and rescue services/ Location of Fire Extinguishers** - this information is detailed within the accompanying Fire Evacuation Plans (one for each building) and Fire Safety Strategy.

**Know the identity of persons nominated to assist with evacuation/ Know the identity of persons nominated to use fire extinguishing appliances** - as a fire marshal running an event/activity in the Premises, you must always be accompanied by at least one other responsible adult who can assist you with the evacuation. You should be aware whether they have also completed their Fire Marshal training and therefore are able to use the fire extinguishing appliances.

**If you are a regular hirer you are encouraged to undertake online Fire Marshal training available at [HSQE.co.uk](https://www.hsqe.co.uk) at a cost of £15+vat per person.**

## **Fire Safety Strategy**

The strategy is for the fire detection and alarm system to be either automatically or manually triggered to raise the alarm, and for all people using the premises, to safely and quickly exit the Hall (and ancillary rooms) and proceed to the assembly point. The leader/ event organiser will implement, and is responsible for, the Fire Evacuation Plan.

To support this strategy, and the implementation of the Fire Evacuation Plan, the following policies must be adhered to at all times: -

The maximum number of people allowed in the hall is **75** (including 5 on the 1st floor, and an additional 4 on the stairs when loading and offloading). Numbers in excess of these, or for 'sleepovers' in the main hall only, will be subject to a risk assessment and written approval.

### **Charging Mobile Phones and other Rechargeable Devices**

Due to the fire risk, these must NOT be charged on these premises at any time

## **Smoking**

The smoking of cigarettes or e-cigarettes/ vapes is not allowed anywhere on these premises (both inside and outside of the buildings). There are highly flammable gas cylinders and hazardous substances held on these premises creating a high risk of fire if anyone smokes anywhere on the premises

## **Cooking**

Both buildings have a small kitchen with a cooker, microwave, toaster and kettle. These should only be used under adult supervision and never left unattended

## **Portable Fire Equipment**

Fire extinguishers and blankets are provided for use by trained and competent adults only. If you have not been trained and hold a current certification, do NOT use the fire equipment

## **Combustible Materials**

Please ensure all rubbish is placed in the appropriate rubbish bin in the kitchen of both buildings. If you have a large amount of rubbish please use the dustbins in the front car park. Do not store more combustible material than necessary to minimise the fire risk

## **Fire Evacuation Plan**

Please familiarise yourself with the Fire Evacuation Plan for both buildings, displayed on the notice boards. If you need assistance to evacuate the building, please make your leader/ event organiser aware NOW so that a Personal Emergency Evacuation Plan (PEEP) can be drawn up for you. A PEEP may be required for people with mobility conditions, sight conditions, hearing conditions, Neurodiverse or mental health conditions, and other circumstances that may affect a person's ability to evacuate the building unaided (for example pregnancy or a broken leg)

## **Fire Exit Routes and Doors**

Please ensure the fire exit routes and doors aren't obstructed at any time. All rooms, including store rooms, should be kept tidy at all times so that in the event of an emergency, potentially in the dark, it is possible to follow the Photoluminescent Fire Exit Signs without encountering trip hazards, and make a quick escape through the nearest exit. Do not block the external access to the fire exit doors, in particular by parking a car in the marked areas

### **Control of Substances Hazardous to Health (COSHH)**

There is a locked COSHH cabinet in the First Floor Stores. This should be used to store all hazardous substances, such as paraffin, methylated spirits, paint, oil, petrol, lighter fluid and petroleum jelly

### **Storage of Butane and Propane Gas Cylinders and Cartridges**

All cylinders should be stored in the external gas cage behind the hall. All cartridges should be stored in the plastic box, in the external gas cage behind the hall. Please note that the cartridges **MUST** be stored UPRIGHT, ensuring the weathertight lid is clipped closed to protect the cartridges from the elements

### **Storage of Ignition Sources**

All sources of ignition must be stored within the cabinet in the Ground Floor Stores. Examples of these are matches, lighters, flint and steel, blow torch (but NOT the gas cartridge), batteries, and appliances with rechargeable batteries

### **Life Safety Systems - Testing, Checking, Maintenance and Certification**

Weekly - hall fire alarm test

Monthly - hall fire alarm test inc. manual call points, Forge fire alarm test, emergency lights flick test, fire door inspection, fire exit routes and doors inspection, carbon monoxide monitor test

Termly - fire drill undertaken by beavers, cubs, scouts, explorers and brownies

Quarterly - AED tested, pads and battery expiry dates checked and online availability confirmed

Six Monthly - Fire detection and alarm systems and emergency lighting tested and certified

Annually - Fire Extinguishers and Gas Appliances serviced, tested and certified. Fire Risk Assessment, Safe Scouting Premises Audit and Scout HQ Risk Assessment, will all be reviewed, updated and action taken

Bi-Annually - electrical PAT testing will be undertaken and certified

Every Three Years - Fire Marshal's are trained and certified, with a reminder sent 3 months in advance

Every Five Years - electrical ECIR testing will be undertaken and certified

### **Outside Contractors Working on the Premises**

A copy of this strategy and the Fire Evacuation Plan will be provided to ensure their awareness of the actions to take in the event of a fire, and where to assemble. A copy of a RAMS is to be provided (wherever practical) to evidence that they are competent to perform the task they are employed for, and also to ensure that the fire safety of the premises is not compromised by the work they carry out either during or after completion. A Hot Work Permit is required for any operation involving open flames or producing heat and/or sparks and must be prepared by a competent person. Hot works include brazing, torch cutting, grinding, soldering and welding. The Roof Void has been classed as a 'Permit to Work' area and access will require specific authorisation. As the distance from the heating system to the nearest fire exit is greater than 18 metres, there must always be a second person located in the 1st Floor Stores, who can maintain visual and audible communication, to provide an early warning (in addition to the automated detection and alarm system) if a fire breaks out and to enable the primary person to escape before the fire blocks the escape route

### **Reporting Issues**

If you notice any of these policies not being followed, or that any life safety equipment (fire extinguishers, fire doors, fire exit doors, fire detection and alarm system etc.) is missing or faulty, please report this to your leader/ event organiser for escalation and remediation

### **Responsible Person for Fire Safety**

The Responsible Person, Richard Ascough, and the RP's Representative, Peter Danks, on behalf of the 3rd Epsom (St Martin's) Scout Group Trustee Board, are overall responsible for Fire Safety. However, this is delegated to the leader/ event organiser (who has received fire safety induction training) and will implement, and is responsible for, the Fire Evacuation Plan, during the period of hire