



Girlguiding

Girlguiding Romsey Division

**Girlguiding Romsey
Baden Powell Way
Romsey
SO51 8EA**

BOOKING AGREEMENT

By proceeding with your booking, you are deemed to have accepted the following terms and conditions for the hire of the hall. (see clause #17).

TERMS & CONDITIONS OF HIRE

Agreements with the Trustees Girlguiding Romsey HQ for the hire of or any part thereof are subject to these Terms and Conditions of Hire ("the Hire Conditions").

Undertaking of the Hirer

The Hirer undertakes to ensure that they understand the Hire Conditions for the time being in force.

Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for: -

- Being familiar with, and complying with, the guides provided for the use of Girlguiding Romsey HQ
- Ensuring that the Premises are kept secure for the duration of the hire.
- Supervision of the use of the Premises and the care of its fabric and contents

Email: ggromseydivcomm@gmail.com Website: www.romseyguides.org

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Assistant Commissioners - Rosalie Burnett, Alison McFadden, and Judith Houghton

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- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons.
- Ensuring that the Premises (including foyer, kitchen, kitchen appliances and toilets as appropriate) are left clean and tidy with rubbish removed from the site at the end of the hire.
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Premises are cleared of people, all lights switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire.
- Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance and ensuring that any decorations used are not a fire hazard.
- Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order and used in a safe manner.
- Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the Trustees of Girlguiding Romsey on the occasion of a special event or hire agreed to by the Trustees of Girlguiding Romsey
- Ensuring that NO animals whatsoever enter the kitchen at any time.
- Ensuring that no Barbeques, LPG appliances or highly flammable substances are brought onto the Premises.
- Ensuring that they and their attendees recognise the fact that the Premises are situated in a residential neighbourhood and conduct themselves accordingly by, for example, taking care not to slam car doors, especially late at night, and not playing music or making other sounds at inappropriate levels

Fire Regulations

The Hirer shall:

- Ensure that the “Emergency Exit” signs are kept illuminated.
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Division.
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
- Ensure that all fire exits in the hall they have booked are kept clear at all times, however. if any equipment, e.g., a piano, is positioned close to an exit, the user of the equipment is made responsible for moving it rapidly out of the way of the exits in the event of an emergency.

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- Ensure that the relevant hall lobby and foyer entrances are not blocked with items such as buggies, wheelchairs or mobile scooters.

(a) The Hirer acknowledges that they have received instruction in the following matters: The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall. The location and use of fire equipment. Escape routes and the need to keep them clear. Method of operation of escape door fastenings. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire. Location of the first aid box. (b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

The Evacuation Meeting Place is by the fence to the Doctor Peter Centre (Scouts) opposite to the Entrance. No person may re-enter the Hall without the permission of the Fire Brigade.

Use of Premises

The Hirer shall not: -

- Sub-let or use the Premises for any purpose other than that described in their hirer's agreement.
- Use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way.
- Do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof.
- Allow the use of drugs on the Premises.
- Allow smoking in the Premises, in the patio area or in the vicinity of the entrances.

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Car Parking

Vehicles are parked at owner's risk. Parking is limited to 2 cars in front of building. Additional free parking can be found in the long stay car park just off Alma Road. Please do not park in the Dr Peter Centre car park.

Premises Licence and other relevant legislation

6. Music Copyright licensing The hirer shall ensure that Romsey Girlguiding Division holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence. 7. Film Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film. 8. Childcare Act 2006 The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide Romsey Girlguiding Division management committee with a copy of their CRB check and Child Protection Policy on request.

- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.

The Hirer shall ensure that the users:

- Do not contravene the law relating to gaming, betting, and lotteries.
- Comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises. A breach of this condition may lead to prosecution by the local authority.

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Compliance with legislation relating to children or vulnerable adults.

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. **Child Protection Policies are the responsibility of the Hirer.**

Indemnity

The Hirer shall indemnify and keep indemnified each of the Trustees of Girlguiding Romsey and their employees, volunteers, agents, and invitees against:

- The cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- Against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- All claims in respect of damages, including damage for loss of property or injury to persons, arising because of the use of the Premises (including the storage of equipment) by the Hirer.

As directed by the Division, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings, or contents and for loss of contents

Insurance

The Hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity).

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Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Division as soon as possible and complete the relevant section in the Accident Book. The hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

Any failure of equipment, either that belonging to the Division, or brought in by the Hirer must also be reported as soon as possible.

Stored equipment

Romsey Girlguiding Division accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. Romsey Girlguiding Division may, use its discretion in any of the following circumstances: (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended. (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in Romsey Girlguiding Division management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

No alterations

No Blu-tack, drawing pins, adhesive tape or similar may be used. No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Trustees of Girlguiding Romsey. Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Girlguiding Romsey remain in the Premises at the end of the hiring and become the property of Girlguiding Romsey or be removed by the Hirer. The Hirer must make good to the satisfaction of the Trustees of Girlguiding Romsey any damage caused to the Premises by such removal.

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Interruption of Regular Bookings

If a Hirer is a regular weekly user, the Division reserves the right to cancel all, or part of, certain bookings in favour of one-off bookings. Such cancellations shall not occur more than once a month, and at least six weeks' notice shall be given of such cancellation. The Division reserves the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.

Cancellation by the Hirer

If the Hirer cancels the booking before the date of the event and the Division is unable to conclude a replacement booking, the Division may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

Cancellation by the Trustees of Girlguiding Romsey

The Trustees of Girlguiding Romsey reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Division reasonably consider that:

- Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- Unlawful or unsuitable activities may take place at the Premises because of the hiring, or
- The Premises have become unfit for the use intended by the Hirer.

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid to Girlguiding Romsey shall not be liable for any resulting direct or indirect loss or damages whatsoever.

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23. End of hire The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Romsey Girlguiding Division shall be at liberty to make an additional charge. An inspection may take place if directed by the Division Committee and can be conducted by Cleaner/Caretaker or appropriate volunteer. If any problems happen photos will be taken and store for evidence.

25. No rights The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

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