

HIRER INFORMATION PACK

Version 2: 14 July 2019

Hirer Information Pack

NOT to be taken away

IF YOU DISCOVER A FIRE – RAISE THE ALARM

On hearing the fire alarm:

Instruct all persons using the Centre to evacuate the Centre IMMEDIATELY through the nearest Fire Exit and to meet at the Muster Points which are at: Front of Car Park 50 Metres away from Rear of Hall

Provide assistance to children and people with reduced mobility as appropriate.

Call the FIRE SERVICE on 999 from a mobile phone

Check the number of persons at the Muster Points to ensure all persons have been evacuated and are safe.

ONLY IF SAFE TO DO SO use the fire extinguishers provided on a very localised fire – DO NOT put yourself or others in danger

DO NOT allow any person to re-enter the building until the Emergency Services confirm it is safe to do so

Call the duty key holder and one of the 3rd Buckingham Scouts Group officers shown in Section 2 of this Information Pack

WELCOME TO THE CENTRE

This pack contains essential information about the Centre and its use

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1. CENTRE ADDRESS:

Embleton Way Scout and Community Centre

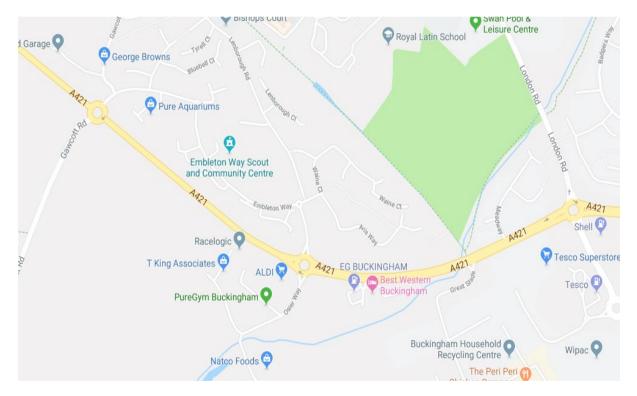
53 Embleton Way,

Buckingham

Buckinghamshire MK18 1FH

THERE IS NO TELEPHONE AT THIS ADDRESS

LOCATION MAP:



2. IMPORTANT CONTACTS

- <u>Duty Keyholder</u>: This is the person who let you in His/her Telephone contact details are on the left hand work surface in the kitchen
- <u>Other Keyholders:</u> There are cards with their names and telephone numbers in the cupboard above the left hand work surface in the kitchen should you not be able to contact the Duty Key Holder
- <u>3rd Buckingham Scouts:</u>

In an **EMERGENCY** please make immediate contact with one of the key people below:

Group Scout Leader: Peter Frohock on 07977178403

Group Chairman: Graham Ellis on 07973853651 or 01280 848060

Group Treasurer: John Rogerson on 078 2140 0187 or 01280 469775

3. Scout Group HEALTH and SAFETY POLICY

The Scout Group's aim is to manage its Scout and Community Centre to provide a healthy and safe environment for our Scouts, Leaders, committee members, parents, volunteers, hirers, users and the general public.

To achieve this, the Scout Group has set up a Management Committee for the Centre whose role is to:

- Keep the Centre and its equipment in a safe condition for all users
- Provide healthy and safe working conditions at the Centre for all users

 Provide training and instruction as it deems necessary for all leaders, volunteers, hirers and employees of the Centre to achieve its Health and Safety aims

The Scout Group and its Centre Management Committee:

- Commits to the prevention of ill health or injury
- Requires Leaders and Committee Members to demonstrate good practise in the identification and mitigation of hazards
- Requires its Contractors and employees to work safely in accordance with this policy
- Expects hirers, users and the general public to recognise there is a duty on them to comply with this policy and the Centre Hire agreement and any notices on and about the Centre and to accept responsibility to do everything they can to prevent injury or ill health to themselves and others

Signed on behalf of the 3rd Buckingham Scout Group and its Centre Management Committee

Chairman

Dated 11th October 2018

4. Public Safety

It is the HIRER's responsibility to ensure that all persons using the Centre for his/her event are instructed as to the location and use of the emergency exits and muster points at the commencement of each Hire and to ensure these exits are kept clear at all times.

• **The Centre has a fire detection system** and if there is a fire the system will sound an alarm. The control box for this system is located in the Entrance Lobby. The control box will identify the location of the fire.

• Location of Fire and Safety Equipment

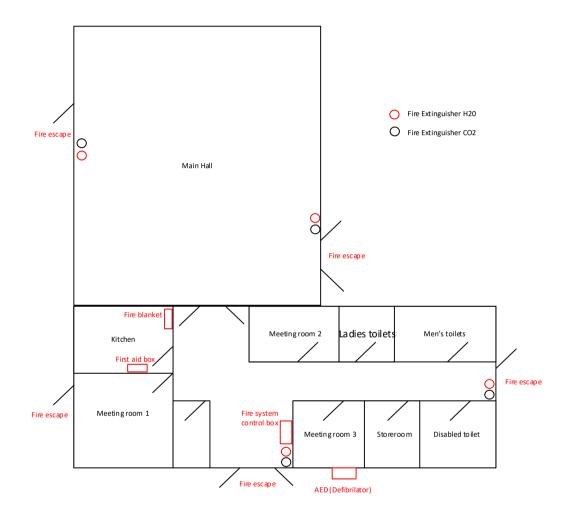
The Centre is equipped with fire extinguishers, a defibrillator and a first aid box. The location of these is shown on the Plan of the Centre below

• Location and use of Fire Escape Routes, Exits and Muster Points

There are FIVE fire exits and Two Muster Points. These are shown on the Plan of the Centre on the next page.

The fire exit doors have either thumb turn knobs or push bars to open them. Meeting rooms 1, 2, 3, and the kitchen are fitted with a fire door with glass view panel. These doors are specially designed to contain any fire in each room for 30 minutes and therefore they must not be wedged open at any time.





Muster Point (Front of car park)

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Action to be taken in the event of FIRE

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Provide assistance to children and people with reduced mobility as appropriate.

Call the FIRE SERVICE on 999 from a mobile phone.

Check the number of persons at the Muster Points to ensure all persons have been evacuated and are safe.

ONLY IF SAFE TO DO SO use the fire extinguishers provided on a very localised fire – DO NOT put yourself or others in danger

DO NOT allow any person to re-enter the building until the Emergency Services confirm it is safe to do so

Call the duty key holder and one of the 3rd Buckingham Scouts Group officers shown in Section 2 of this Information Pack

Action to be taken in the event of incident causing injury or risk of serious injury

In the event of a suspected heart attack there is a Defibrillator located on the wall outside the main entrance. The instructions for use are shown on the case and equipment. Call the Emergency Services on 999 and use the Centre location address shown on page 2 of this Information Pack

For serious incidents/injuries do not attempt to carry out first aid unless you are a medical professional. Call the Emergency Services on 999 and use the Centre location address shown on page 2 of this Information Pack. Remain with the injured person at all times until professional help arrives

For minor injuries there is a First Aid box located in the Kitchen

IN ALL CASES a record of the incident must be entered in the ACCIDENT BOOK located in the kitchen

5. Equipment location, use and safe handling

• Chairs and Tables

These are located in Room 1 which has open access to them.

The chairs are stacked horizontally on a purpose built trolley. If only a few chairs are required then take from the stack not more than 2 at a time. If a large number of chairs are required then ensure the chairs are strapped to the trolley and use the trolley to bring all the chairs to the desired location and unpack each chair from there. Take the trolley back to Room 1 for safety during your event. At the end of the event ensure all chairs are properly stacked and strapped to the trolley and placed back into the store room.

There are additional chairs in Room 3. The safe handling is the same as above.

• Kitchen

The Centre Kitchen is equipped with:

Kettle Dishwasher Fridge Hob and Oven Water Boiler Serving hatch shutter

These are all electrically operated and have hazard signs attached where appropriate. If used during an event, ensure any electric equipment (other than the fridge) is switched off after use. Ensure that the serving hatch shutter is closed.

In addition there are plates, cups, bowls, glasses and cutlery stored in the cupboards and drawers along with a range of cooking utensils. . If any of these items are used, they should be washed and dried after use, and put back in the cupboard. Items should not be left on the sink draining board for others to put away.

ENSURE that all relevant food and hygiene standards are complied with at all times.

No children should be allowed to enter the kitchen unless supervised by an adult

6. Use of Car Park

It is the Hirers responsibility to ensure that attendees park responsibly and in accordance with the Standard Conditions of Hire

7. On leaving the Centre after use

It is the Hirer's responsibility to:

- Check that all those using the Centre have left the building
- Ensure that the centre is left clean and tidy with all equipment returned to their respective store locations
- Take all rubbish away
- Report promptly any damage or breakages to the Duty Key holder at that time
- Report promptly any problems encountered during the hire which will require corrective action by the Centre Management
- Ensure that attendees respect the Centre's neighbours by leaving quietly, particularly in the evening

8. Centre Standard Conditions of Hire

For reference a copy of these conditions is enclosed at the back of this Information Pack

We hope you have enjoyed your event and enjoyed using the Centre. We look forward to welcoming you back

Standard Conditions of Hire

These standard conditions apply to all Hires of the Centre, save where any provision is varied under a formal written agreement between the Association and the Hirer in relation to any particular Hire.

1. Responsibilities during Hire

The Hirer hereby accepts responsibility for overseeing the Hire and for ensuring that all conditions under this Agreement are met.

2. Supervision of Activities and Attendees

The Hirer shall, during the period of Hire, be responsible for the supervision of the activities in the Centre, and the care of the Centre, its fabric and contents. This includes ensuring that no damage takes place to the Centre or its contents and addressing the behaviour by any attendee which is likely to cause damage to the Centre or give rise to complaints from neighbours of the Centre.

The Hirer accepts that the Association's representative has the right to be on the premises during the event, and to take such actions as they consider are required to ensure the conditions of this Hire Agreement and any licence are complied with. The Hirer agrees to comply with any directions given by the Association's representative in pursuit of such compliance.

3. Maximum Capacity of the Main Hall

The Hirer agrees not to exceed the maximum permitted number of people in the Main Hall (including persons organising the event or performing at it). The maximum number of people currently permitted for an event in the Main Hall is **sixty** persons.

4. Public Safety

The Hirer shall use the Centre in a safe manner, in accordance with the Association's Health and Safety Policy for the Centre, and in accordance with any requirements relating to public safety laid down by statute; the Health & Safety Executive; or by the local authority (whether acting as licencing authority or otherwise).

5. Guidance regarding Public Safety

The Hirer acknowledges that they have had drawn to their attention:

- the Centre's Health and Safety Policy
- the action to be taken in event of fire including the evacuation procedure for the Centre
- the location and use of fire equipment.
- the designated fire escape routes and the need to keep them clear.
- the method of operation of the escape doors
- the location and operation of fire doors and their role in containing any fire

- the location of the first aid box and the Accident Book
- the steps to take in the event of an incident causing injury or serious risk of injury

6. Requirement to Undertake Public Safety Checks

In advance of any activity at each event during the Hire, whether regulated entertainment or not, the Hirer shall check the following:

- that all fire exits can be opened and are in good working order.
- that all escape routes are free of obstruction and can be safely used for exit in an emergency
- that no fire doors are wedged open
- that emergency exit signs are illuminated
- that there are no obvious fire hazards in or around the Centre.
- that fire safety equipment (fire extinguishers etc) is in place
- that the First Aid box and Accident Book are in place

If the Hirer is not satisfied in respect of any of the above, and is unable to take remedial action themselves, then they should make immediate contact with the Association's representative.

7. Responsibility for Damage

As directed by **the Association** Representative, the Hirer shall make good, or pay for, all damage (including accidental damage) to the Centre or to the fixtures, fittings or contents and for loss of contents and any consequent loss of use by the Association of the facilities in the Centre. For the purposes of this clause, reference to the Centre shall include the car park of the Centre and the curtilage of the Centre.

Insofar as such damage is not made good, or the subject of a separate payment, the Association shall be entitled to retain such part of the deposit (inclusive of any Special Deposit) as is in its sole judgement required to remedy such damage, but in the event of the remedial costs exceeding the amount of such deposit, the Hirer shall continue to be liable for the excess and shall pay same to the Association within 14 days of receipt of a written request for payment of that excess.

8. Parking

The Hirer shall have the right of use of the parking spaces in the Centre's car park, subject to the understanding that a few of these spaces may not be available due their use for other purposes. The Hirer will be responsible for ensuring attendees use the allotted bays, and at times when parking is also required in adjacent streets, shall ensure that attendees do not park in resident-only areas or in any way likely to cause an obstruction. If any bays within the Centre car park, or elsewhere, are designated as disabled parking bays, the Hirer shall ensure that they are reserved for use by valid blue badge holders only.

9. Use of Centre

The Hirer shall not use the Centre (including the car park) for any purpose other than that described in the Hire Agreement and shall not sub-hire any part of the Centre or allow the Centre to be used for any unlawful purpose nor do anything or bring onto the Centre anything which may endanger the safety of the Centre or the persons in it.

10. Compliance with terms of Temporary Event Notice

Where a Temporary Event Notice has been obtained from the local authority, the Hirer shall be responsible for ensuring compliance with all the conditions and obligations set by the local authority in granting the Temporary Event Notice.

11. Use of Alcohol

Separately and in addition to any requirement to obtain a licence from the local authority, the Hirer shall not allow the consumption of alcohol anywhere in the Centre without the prior written permission of **the Association**. Where the consumption of alcohol is permitted by the Association, and any required licence has been obtained, the Hirer shall nonetheless be under an obligation to ensure that no attendee consumes an excessive amount of alcohol such as likely to cause disorderly behaviour.

12. Indemnity

The Hirer shall be liable for:

- i. all claims, losses, damages and costs made against or incurred by **the Association**, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising because of the use of the Centre (including the storage of equipment) by the Hirer, and
- ii. all claims, losses, damages and costs made against or incurred by **the Association**, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Centre by the Hirer,

and the Hirer shall indemnify and keep indemnified accordingly each member of **the Association** and its employees, volunteers, agents and invitees against such liabilities.

13. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the Centre in contravention of the law relating to gaming, betting and lotteries.

14. Music Licence

If the Hirer intends to use, play or have people listen to, recorded music, then it is likely that Hirer will require to obtain a Music Licence for the Hire. If the event involves any music, the Hirer shall make appropriate enquiries to establish if such a licence is required, and, if it is required, shall be responsible for obtaining a Music Licence for the Hire.

15. Showing of Films

The Hirer shall ensure that children shall be restricted from viewing age-restricted films, classified according to the recommendations of British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for the showing of any film.

16. Supervision and Care of Children

The Hirer shall ensure that, where a Hire involves the provision of activities (including birthday parties) for children or vulnerable groups, there will be adequate arrangements for their supervision and care, as follows:

- (a) where supervision is to be provided by the parents of the participating children, the Hirer shall be responsible for ensuring that a sufficient number of parents are in attendance. The Hirer shall also be responsible for ensuring that other persons involved in the event (e.g. to provide entertainment for the children) are fit and proper persons (see para (b) below).
- (b) where supervision of the children or vulnerable group is to be provided by persons other than the parents, the Hirer shall require to ensure that the arrangements for supervision and care comply with the provision of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and that only fit and proper persons who have passed the appropriate Disclosure & Barring Service ('DBS') checks should have access to the children. The Hirer shall provide **the Association** with a copy of their Child Protection Policy and a list of the designated persons who will have access to the children, together with a copy of a satisfactory DBS certificate for each such person.

17. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particular late at night and early in the morning. The Hirer shall, if using sound amplification equipment, test the noise level of the equipment in operation by going outside the Centre, to determine whether the noise is audible to the Centre's neighbours and make adjustments accordingly to ensure the volume and bass levels are set at a level unlikely to cause annoyance to them.

18. Supply or consumption of Illegal drugs

No drugs proscribed by law shall be brought into the Centre, nor consumed within the Centre or within its car park and curtilage. The Hirer shall be alert to any sign of such supply or use and shall ensure the removal from the Centre of any person supplying or consuming drugs. The Hirer shall report any such incident to the Police, and to the Association.

19. Disorderly behaviour

The Hirer is responsible for ensuring their event is conducted in an orderly manner. The Hirer is responsible for dealing with any attendee who exhibits disorderly behaviour. If the Hirer is unable to remedy the unsatisfactory behaviour of any attendee, the Hirer is responsible for ensuring the attendee leaves the Centre without cause disruption or damage.

20. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, seek out and comply with all relevant food health and hygiene legislation and regulations, and ensure that the food is hygienically supplied, stored, cooked (if applicable) and served. Dairy products, vegetables and meat held in the Centre must be refrigerated and stored in compliance with the Food Safety in the UK (Temperature Control) Regulations 1995.

21. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them into the Centre and used there shall be in good working order, and used in a safe manner, in accordance with the Electricity at Work

Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interest of public safety.

22. Stored equipment

The Association accepts no responsibility for any stored equipment or other property brought on to or left at the Centre, and all liability for loss or damage of such stored items is hereby excluded. All equipment and other property (other than equipment the Association has agreed in writing may be stored in the Centre) must be removed at the end of each hiring. The Association shall be entitled to levy a daily storage fee pending such removal, and to remove and dispose of such items if after due intimation they are not removed.

23. Failure of Association equipment

Any fault in, or failure of, equipment belonging to **the Association** must be reported as soon as possible, in order that the Association can take appropriate steps to repair or replace it

24. Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

The Hirer must report promptly to the Association all incidents of which they become aware and which involve injury, or serious risk of injury, to any person, while that person is in the Centre, its car park or its curtilage. The Hirer must complete the relevant section of the Centre's Accident Book, and, where required by law to do so (in respect of particular kinds of incident, shall make a report to the Health and Safety Executive Incident Contact Centre.

25. Explosives and flammable substances

The Hirer shall ensure that highly flammable substances are not brought into, or used, in any part of the Centre and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool, paper) are erected without the prior consent of **the Association's** representative. No decorations shall be put up near light fittings or heaters.

26. Heating

Portable Liquefied Propane Gas (LPG) heating appliances shall not be brought into, or used, within the Centre. The Hirer shall also ensure that no heating appliances shall be used in the Centre (to supplement the heating systems already installed within the Centre) without the prior written consent of the Association.

27. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Centre, other than in circumstances agreed in writing by **the Association**. Even where such circumstances are agreed, the Hirer shall ensure that no animals enter the kitchen at any time.

28. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Centre and shall indemnify and keep indemnified each member of

the Association accordingly against all actions, claims and proceedings arising from any breach of this condition.

29. Sale of goods

The Hirer shall, if selling goods on the premises or acting as organiser for others to do so, shall ensure that all sales activity takes place in accordance with the Consumer Protection from Unfair Trading Regulations 2008. The Hirer shall ensure that the prices and the seller's name and address are clearly displayed, and that purchasers are given a receipt for their purchase, with the same information.

30. Cancellation by the Hirer

If the Hirer wishes to cancel a Hire for a single event, and notice of cancellation is given to the Association at least seven days prior to the date of Hire, then the Association will refund in full any Hire Fee previously paid.

If the Hirer gives notice of cancellation of a Hire for a single event to the Association of less than seven days, the Association may retain (or, if unpaid, require payment of) the Hire Cost, but shall refund the deposit amount paid.

The Association may however refund (or, if unpaid, not pursue payment of) the Hire Cost if either:

- (a) it is able to secure a replacement Hire, or, exceptionally
- (b) it considers it reasonable to do so in the light of the particular circumstances occasioning the cancellation of the Hire

If a Hirer cancels an event which is part of a Hire comprising a series of events, the provisions above shall apply save that:

- (a) Even where less than seven days notice is given, the Association may at its discretion agree to add another event date to the Hire in substitution for the cancelled event date, and in that event no Hire Charge previously paid for that event will be refunded
- (b) No deposit will be repaid arising from any cancelled event given that the deposit relates to all the events included in the Hire

31. Cancellation by the Association

The Association reserves the right to cancel this Hire by written notice to the Hirer in the event of:

(a) the Centre being required for use as a Polling Station or to provide accommodation or other relief services in an emergency

- (b) the Association having a reasonable belief that the conditions of the Hire will be breached
- (c) the Centre becoming unfit for the use intended by the Hirer (e.g. flooding)
- (d) in respect of Hires by commercial organisation, where the Centre requires to be used for a charitable purpose at the same date and time of the Hire

In the event of the Association requiring to cancel the Hire, the Hirer shall be entitled to a refund of the Hire Fee (including any deposit already paid), but **the Association** shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

32. Condition of the Centre at the conclusion of the Hire

The Hirer shall be responsible for leaving the Centre (Including if used the kitchen and toilets) in a clean and tidy condition at the conclusion of each period of hire, properly locked and secured (unless directed otherwise) with any contents temporarily removed from their usual positions properly replaced. Where the Association requires to undertake remedial activity, including unanticipated cleaning, because this condition has not been met, the Association may retain part or all of any deposit paid in reimbursement or as compensation.

33. No alterations

No alterations or additions may be made to the Centre, nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Centre without prior written approval of **the Association**. Any alteration, fixture or fitting or attachment so approved shall at the discretion of **the Association** shall either:

- (a) remain in the premises at the end of the hiring and become the property of **the Association** or
- (b) be removed by the Hirer who must make good to the satisfaction of **the Association** any damage caused to the Centre by such fitting and removal.

34. No rights

The Hiring Agreement constitutes permission only to use the facilities at the Centre as aforesaid and confers no tenancy or other right of occupation on the Hirer.

35. Effect of the Agreement on Third Parties

None of the provisions of this Hire Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement. *[end]*