

Terms and Conditions for Centre Users

In order to ensure a safe environment for all site users the Royal Greenwich Scouts Trustees (*known hereafter as the trustees*) have agreed the following terms of hirer for the benefit of all. It is the responsibility of the group leader to ensure that these terms are shared amongst users and are kept to at all times.

Below are the general conditions as well as some conditions which apply specifically to specific sites.

The conditions apply to all 5 centres owned and operated by the Premises Support Team (*known hereafter as the premises team*) with each centre having a Volunteer Centre Manager acting on behalf of the trustees. The 5 centres include:

- Avery Hill Scout Activity Centre, 103 Avery Hill Rd, London, SE9 2HE
- The Crescent Scout Centre, 19 Waverley Crescent, Plumstead, London, SE18 7QT
- Eleven Acres Scout Campsite, Luxted Road, Downe, Kent, BR6 7JT
- ExNet Scout Outdoors Centre, Farjeon Road, Shooters Hill, London, SE3 8SA
- The Hub Activity and Meeting Centre, Briset Road, Eltham, London, SE9 6HN

1. Bookings

- a. When a booking enquiry is made, in the first instance, it is regarded as an enquiry only. On receipt of your enquiry our Centre Manager, will contact you to discuss your requirements and confirm your booking and user fees. By making a booking you are agreeing to our terms and conditions as stated in this document.
- b. Prices and charges are subject to change however we will honour the price at booking
- c. Prices are set April – April in line with the district financial year.

2. Insurance and Liability

- a. Royal Greenwich Scouts is covered by The Scout Association's legal liability insurance to cover its potential liabilities to visitors to the centres
- b. Users of our centres should consider whether they wish to obtain other insurances, such as cancellation or personal accident insurance.
- c. Royal Greenwich Scouts or The Scout Association cannot and does not accept liability for any personal belongings and / or property of the Guest or members of their party that has been stolen, lost or damaged during the course of their stay and it is the responsibility of the guest and members of their party to safeguard against such theft, loss or damage.
- d. Guests are responsible for ensuring that any third party such as a catering company or operator hired to bring leisure or entertainment equipment such as inflatables (i.e., bouncy castles), onto the premises has relevant and appropriate insurance, which shall include public liability insurance.
- e. If The Hirer is operating as a business The Hirer shall maintain insurance with a reputable insurer against third party claims against The Hirer in respect of death of or injury to any person(s) and/or damage to property moveable or unmoveable arising from The Permitted Use by The Hirer and their invitees and to produce on

request to the Centre Manager and/or The Trustees the receipt for the current year's premium(s).

3. Supervision by the Hirer

- a. The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the Hire Period to ensure compliance with the provisions and stipulations contained or referred to in this Hire Agreement, and any relevant licenses. Adults accompanying young people groups agree, when appropriate, to act in loco parentis at all times.
- b. The Hirer shall during the booking period be responsible for supervision of the premises, protection of the fabric and contents, safety from damage however slight and the behaviour of all persons using the Centre whatever their capacity and for ensuring the persons leaving the premises during or following the hiring shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to owners or occupiers of nearby premises.
- c. The Hirer is responsible for the Health Safety and Welfare of all those affected by their acts and emissions and are responsible for any risk assessments and safety controls relating to their hire as listed in this document

4. Compliance with legislation relating to children or vulnerable adults

- a. All bookings involving children or vulnerable adults, except private parties, The Hirer is required to adhere to our safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current cleared Disclosure and Barring Service certificate.
- b. 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 who have a cleared DBS Disclosure check have access to children or vulnerable adults

5. Responsibility of The Hirer

- a. The Hirer shall be responsible during their booking for:
 - i. Ensuring that the purpose and conduct of their booking does not disrupt the use of any other rooms, buildings or areas being used by other users of the centre
 - ii. Ensuring that corridors, foyers, kitchen, kitchen appliances and toilets as appropriate, are left clean and tidy with rubbish taken away at the end of the booking
 - iii. Ensuring that all equipment, chairs and tables have been returned to their storage positions safely
 - iv. After the booking, the centre is cleared of people, all lights are switched off, and the building secured, except for any facilities or room or public area in use by another continuing hire or user
 - v. Ensuring that any agreed temporary fittings and fixtures comply with health and safety guidance, and in particular ensuring that any decorations used are not a fire hazard
 - vi. Ensuring that any equipment or electrical appliances brought onto the Centre and used there shall be certified safe and in good working order, and used in a safe manner

- vii. Ensuring that no animals whatsoever enter the kitchens at any time
 - viii. Ensuring that any barbeques, liquid petroleum gas appliances or highly flammable substances are safely handled and attended at all times and are not taken into any of the buildings
 - ix. Ensuring that open fires are only lit in the fire barrels provided or in designated area (at Avery Hill, ExNet and Eleven Acres ONLY)
 - x. Ensuring that they and their users recognise the fact that there are other users on site 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
- b. Fire regulations – The Hirer will shall:
- i. Ensure that the emergency exits are kept clear at all times
 - ii. Prior to the start of an event indicate the fire exits and evacuation meeting place to the persons attending the event
 - iii. Ensure that the relevant hall lobby, foyer, corridors and entrances are not blocked with items such as buggies, wheelchairs or mobile scooters
 - iv. Ensure that all their users know that the evacuation meeting place, this is detailed in the evacuation procedures located in each centre.
- c. Car parking
- i. Vehicles are parked at the owner's risk and may be parked only in the designated car parking spaces (if provided at the centre)
 - ii. If no car park facilities are provided hirers are expected to use local roads, however care should be taken to avoid causing obstructions and disturbance to the local residents
 - iii. The sites policy is park and walk. Vehicles delivering equipment and campers are to park in the car park and the campers should carry their personal equipment and camping equipment to their site. Vehicles are not allowed to drive on or park on the camping field or access areas, only in the designated car park.

6. Premises licence and other relevant legislation

- a. Premises licence and other relevant legislation
- i. If applicable. notifying the Centre Manager and trustees, that they are running a bar and/or selling alcohol*
 - ii. Ensuring that alcohol is not served to any person under the age of 18 years
 - iii. Ensuring no excessive noise occurs, particularly late at night or early morning. Our quiet hours are 22:00 - 07:00. Please observe our quiet hours and keep noise down - especially if you're running a late night activity or leaving early.

* If you're organising a temporary event and want to serve or sell alcohol, provide late-night refreshment, or put on regulated entertainment, you'll need to complete a temporary event notice (TEN). See <http://www.gov.uk/government/collections/alcohol-licensing-temporary-events-notice> Permission to for a temporary event notice at The Premises must be requested in writing to The Trustees before any such applications are submitted to Royal Greenwich Council or Bromley Council (For Eleven Acres Campsite ONLY)

- b. The hirer shall ensure that the users:
- i. Do not contravene the law relating to gaming, betting, and lotteries
 - ii. 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

7. Music Licenses

- a. The Hirer is responsible for ensuring that they have an appropriate music licence (in general, private hire does not require any additional licence)
- b. If The Hirer is operating as a business or is organising an event where the profit does not go entirely to the voluntary organisation, then The Hirer is responsible for obtaining a PPL licence (public performance licence)

8. Accidents and dangerous occurrences

- a. The Hirer must report all accidents involving injury to their users, other users, or the general public to the Centre Manager as soon as possible The Hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called if necessary. Any accident occurring on site that requires medical treatment must be reported following The Scout Associations 'Purple Card' procedures
- b. Any failure of equipment, either that belonging to Royal Greenwich Scouts or brought in by the Hirer must also be reported as soon as possible
- c. As directed by the premises team and their Trustees, 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

9. Notices Force majeure (greater force)

- a. The Trustees and Royal Greenwich Scouts, shall not be liable for any delay or unforeseeable circumstances that prevent someone or something from fulfilling the objectives of this agreement.

This includes, but is not restricted to, performing or failure to perform any obligation or alterations and cancellations due to any cause beyond our reasonable control. This includes, but is not restricted to, decisions made by Royal Greenwich Scouts, and / or their Trustees. And also includes strikes, lockouts, labour disputes, acts of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule regulation, or direction, accident, environmental contamination, pandemic, epidemic, outbreak of disease, breakdown of plant or machinery, fire, flood, storm, volcano, earthquake, difficulty or increased expense in obtaining workmen/contractors, materials, goods or raw materials.

10. Acceptance

- a. These terms and conditions of hire are made available to the Hirer at the time of making a booking enquiry. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.

11. Promotion and marketing

- a. Very occasionally, Royal Greenwich Scouts may take pictures and videos at The Premises for use in promotional material. If any members of your group do not want to appear in any such photography, they should notify us during their visit to The Premises.

12. Pacta sunt servanda (agreements and/or promises must be kept)

- a. These terms and conditions of booking are set out in the spirit of scouting, and follow and uphold our scouting values, these being integrity, respect, care, belief, and cooperation. As such both parties respect these terms and conditions, which represent the expression of our agreement and will therefore perform their obligations in good faith. This agreement does not detract from or replace any rules or policies as laid down in the current edition of the Policy, Organisation and Rules of the Scout Association (www.scouts.org.uk/por)

13. Privacy, Retention & Data protection policies

- a. Our Privacy policy, which includes details of how long we retain information, and our Data Protection policy can all be found on our website

14. Concerns

- a. As a registered charity, with limited resources and run by volunteers, we hope that everyone that visits the Royal Greenwich Scout Centres has a fun and enjoyable, positive experience. We really do pride ourselves on your experience at our centres and the service we offer. However, it is inevitable that on occasions, concerns may arise which require a response. Should you have a concern about a service or facility provided by Royal Greenwich Scouts, you should in the first instance contact our volunteer Centre Manager to discuss your concerns.
- b. Failing the above, you can formally submit your concerns in writing to our Support Team Leader who will acknowledge receipt of your submission within 5 working days. The response you will receive will include details of any actions we intend to take. Further information and guidance can be found on our web site at: <https://www.royalgreenwichscouts.org.uk/contact>

Agreed by the Trustees: 11th March 2024