

Standard conditions of Hire and Use of Kettlebrook Lodge

Version 1.0.0

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Kettlebrook Lodge is managed and relies on volunteers to provide a community space for community groups, especially uniformed organisations such as Scouts and Guides.

In order to ensure that the building is taken care of we expect all users and hirers to agree to these standard conditions and these apply to all parties hiring Kettlebrook Lodge. If the hirer is in any doubt as to the meaning of the following, contact the Booking Secretary immediately.

1 - Booking Restrictions

We DO NOT allow bookings for 16th, 18th or 21st Birthday Parties or any Stag / Hen parties.

2 - Charity Commission

a. 2nd Kimberley Scout Group is held on strict charitable trusts with the Charity Commission for the purposes of a Scout Group. The Committee has a duty to ensure that these trusts are preserved and that the Scout Group is administered in accordance with those trusts. The Committee hereby reserves the right to terminate this agreement without notice to the hirer if it should come to the attention of the Committee that the Scout Group premises are being used in such a way as to be in breach of these charitable purposes. Any hire fee will be retained by the Committee and the Committee will seek to recompense for any damages and costs to the Scout Group and/or Committee occasioned by such breach.

b. In the event of the Scout Group premises being required for the fulfilment of its charitable purposes on the same date/time as a reserved hire, notice will be given to the hirer as soon as reasonably practicable and any booking fees paid by the hirer will be refunded in full. The Committee shall not however be liable to make any further payment to the hirer in respect of expenses, costs or losses incurred directly or indirectly by the hirer in relation to the termination.

3- Age of Hirer

The hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this agreement relating to management and supervision of the premises are met.

4 - Supervision

The hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Secretary, 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

5 - Use of premises

New hirers that are not familiar to the Trustee Board must arrange a visit to the hall with a member of the team to go through orientation of the building during which time key information will be shared.

The hirer shall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission from the license.

6 - Premises Licence and other relevant legislation –

Kettlebrook Lodge has a bar which is run by an external licensee. Alcohol must only be supplied by this licensee and users must not bring or supply their own alcohol on the premises unless agreed by the licensee and Committee in writing. This must be accepted in writing at least 30 days prior to the event, during the booking process.

The Hirer is responsible for:

- Ensuring that Alcohol is not served to any person under the age of 18 years.
- 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.

7 - Music Licences

- Kettlebrook Lodge is not covered by any Music Licence.
- The Hirer is responsible for ensuring that they have an appropriate music licence.
- In general, private hire of Kettlebrook Lodge does not require any additional licence.
- 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 - Car Parking

- Vehicles are parked at owner's risk and may be parked only in the marked spaces. Vehicles must not park on the road directly leading to Kettlebrook Lodge as access to the Council Depot is required 24/7. If the car park is full then it is the hirers responsibility to find a safe and legal place to park ensuring that driveways are not blocked or our neighbours inconvenienced.

9 - Insurance and Indemnity

The hirer is responsible for ensuring that any third party such as a 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.

If the hirer is operating as a business, they are responsible for ensuring that they have relevant and appropriate insurance, which shall include public liability insurance.

Kettlebrook Lodge is run by volunteers – Please respect our building and volunteers.

The hirer shall be liable for:

- the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- all claims, losses, damages, and costs made against or incurred by the venue management committee, their employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the hirer, and
- all claims, losses, damages, and costs made against or incurred by the venue management committee, 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 premises by the hirer, and

10 - Public Safety Compliance

The hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the premises [Fire Risk Assessment](#) or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold, or which is attended by children. The hirer shall also comply with the premises Health and Safety Policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the booking secretary.

(a) It is the responsibility of the hirer to ensure they familiarise themselves with the following safety considerations and convey the same to all persons using the premises during the hire period:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the premises.
- The location and use of fire equipment - [Kettlebrook-Fire Plan](#)
- 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 and accident reporting book.

A plan showing the location of fire extinguishers, fire exits, and assembly points is displayed in the lobby and hirers should ensure they have studied this.

(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 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.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

(c) The number of persons in the premises at any time during the hire period should not exceed the number stated on the booking form (120 persons) and in no circumstances must it exceed the venue's overall capacity, displayed in the entrance.

11 - Accidents and Dangerous Occurrences

Any failure of equipment belonging to the premises or brought in by the hirer must also be reported as soon as possible. The hirer must report all accidents involving injury to any member of the public to a member of the Management Committee as soon as possible and complete the relevant section in the venue's accident book which is located in kitchen with the first aid kit.

12 - Drunk and Disorderly Behaviour and supply of Illegal Drugs

The hirer shall ensure that no alcohol is sold or supplied to any person under the age of 18. The hirer shall ensure that in order to avoid disturbing neighbours to the premises and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003. The premises operates a 'Challenge 25' policy.

13 - Health and Hygiene

The hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator. The hirer should provide their own thermometer where required to ensure compliance.

14 - Setup/Clear Down Time

The hire period commences at the time booked and time for cleaning should be factored into the times of booking. Any additional time for setting up and clearing down is absolutely at the discretion of the Management Committee and the Committee reserve the right to make an additional charge for such a period, or to restrict the booking strictly to the stated time in the event of demand for bookings from other users. You must vacate the premises at the agreed time.

15 - Rights of entry and occupation

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer. The right of entry to the Scout Hut and surrounding area is reserved to any member of the Committee and any agent appointed by them and any police officer at any time during the hire period.

16 - Putting a Stop to an Event

The Committee reserves the right to stop at any time without notice to the hirer any entertainment or meeting it reasonably believes is not properly conducted or which is conducted in such a way as to constitute a nuisance to the lodges neighbours or an illegal activity or any activity in breach of the groups charitable conditions or any activity in breach of the Hire Agreement.

17 - Complaints

The Committee endeavours to ensure that the Lodge is ready to accept visitors. If you have a complaint, please put this in writing addressed to the Booking Secretary or to the Chair of the Committee (admin@2ndkimberleyscouts.org.uk) within 48 hours of the end of the hire period. The Committee will carry out an investigation and will reply to the hirer within 10 working days of receipt of the complaint

18 - Cancellation:

The Trustee Board reserve the right to cancel any booking up to 28 days prior to an event and a full refund will be given.

The hirer may cancel prior to an event but the following fees will be paid at the discretion of the Trustee Board.

- 2+ weeks prior to booking – Full refund with nonrefundable deposit held
- 2 Weeks prior to booking – 50% fee refunded
- 1 weeks prior to booking – 100% booking fee required.

18 - Cost of Hire, Deposit and Payment Terms:

The building is hired with an hourly rate of £20 per hour. The following periods are available for external users.

- Saturday Mornings – 9am – 11am
- Saturday Afternoons – 11am – 4pm
- Saturday Evenings – 4pm – Midnight
- Sunday Afternoons – 2pm - 7pm

Deposit in addition to the hire charge are required for use of the hall at the following rates:

- Saturday Morning Booking - £50
- Saturday / Sunday Afternoon Booking - £50
- Saturday Evening Booking - £100

Deposits will be returned up to 14 days after the event takes place. The Chair of the Trustee board will notify any hirer in this period of any deposits that are to be held due to non- compliance with this policy.

If you require bookings as an organisation or club outside of these times, please enquire with the booking secretary who will put your request to the trustee Board.

Payment must be made in full 30 days prior to the event including the deposit. If the booking is made under 1 month, then payment is required in full when the booking is made to secure the booking.

If payment is not received within this period, then the booking will not be accepted.

19 - End of Hire

The hirer shall be responsible for leaving all parts of the premises and surrounding area in a clean and tidy condition. Specifically:

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- Toilets and kitchen should be left clean, floors and corridors should be swept and/or mopped as appropriate and bins emptied.
- All tables, chairs must be stacked according in the appropriate location following the store plan and trolleys must be left tidy with brakes applied with exception of small tables ONLY which remain in the small hall.
- Kitchen must be left clean and tidy, all units wiped down and floor swept and mopped, and all bins emptied.
 - Both halls swept and clear of rubbish and debris.
 - The hirer must supply their own bin bags and if the external rubbish bins are full then it is the hirers responsibility to dispose of their rubbish themselves. Do not leave rubbish overflowing from the bin, or next to the bin. Please also note the notices of what should be left in each bin e.g. General waste and Recycling Bin.
 - The premises shall be properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions should be properly replaced, otherwise the management committee reserve the right to make an additional charge.
 - Please ensure gate is closed with latch slid into closed position when leaving the premises.