



General Terms and Conditions for Centre Users

1) Definitions

- a. Camping (Space only) / Camping Space – Use of the campsite on a space only basis means that South London Scouts will provide a space for camping, access to toilets and showers and drinking water.
- b. Guest / Hirer - the Guest or the Hirer is the customer making the booking.
- c. Centre / Premises – refers to all facilities available for hire at the South London Scout Centre also known as The Fort, Grange Lane, Dulwich, London, SE21 7LH.
- d. User fees / Hire fees – the confirmed amount payable for your use of the facilities at the South London Scout Centre
- e. loco parentis. – means to act in the place of a parent - meaning the legal responsibility of a person or an organisation such as a school or nursery to partly take on the role and responsibilities of a parent. Anyone who is formally entrusted with the care of a child is expected to act in loco parentis.

2) 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 (Warden), 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. Provisional bookings will be held for a period of 14 days. Thereafter South London Scouts reserve the right to release your booking. A booking is officially confirmed upon the receipt of your booking confirmation after discussion and written confirmation (by email), from the Centre Warden (Manager).
- c. Whilst every effort is made to honour your booking as it was at the time of confirmation, South London Scouts reserve the right to make changes where necessary. On these occasions we will inform you of any changes as early as possible and allow you the option to cancel the booking without penalty.
- d. By proceeding with your booking, you are deemed to have accepted the terms and conditions for the hire of our centre and facilities as detailed in this document.

3) Payments

- a. Please arrange to make full payment of your user fees to The Centre Manager (Warden), before your departure from the centre. Failure to pay the balance of your booking before departure or to have made suitable arrangements for payment within 7 days after your stay, will incur a 5% administration fee. In addition, we may cancel any future bookings made by you or your group. We reserve the right to enforce the Late Payment of Commercial Debts Act.
- b. Prices and charges are subject to change and are not necessarily those that were current at the time of making a booking. It is the responsibility of your group to check our up-to-date prices as published on our web site www.southlondonscouts.org.uk/the-fort/our-fees

4) Booking changes or cancellation

- a. Any changes to or cancellation of a booking must be confirmed in writing or will not be valid and will still be charged.

5) The centre, it's facilities and services

- a. Upon arrival at the centre the Group Leader must check in at the Warden's Office.
- b. South London Scouts reserves the right to charge groups for any damage caused to buildings and/or equipment caused by members of your group during your stay.
- c. South London Scouts reserves the right to charge a cleaning fee if a group leaves any area in an unreasonable state of cleanliness.
- d. Use of the centre and facilities is subject to your agreement to follow the "site rules" and includes taking all reasonable steps to minimise disturbance to other guests and centre users as detailed in our Health & Safety guidance which can be found at www.southlondonscouts.org.uk/the-fort/health-safety.
- e. Our centre rules are available on our website. It is the guests' responsibility to ensure they have read and understood the centre rules.
- f. All groups visiting the South London Scout Centre agree to abide by the Scout Associations Health & Safety and Child Protection policy. This information is available on our web site at www.southlondonscouts.org.uk/the-fort/health-and-safety, it is the guest's obligation to ensure this is read and understood by all adult in your party prior to your arrival.

6) Accommodation

- a. Our campsites and buildings have a maximum capacity and minimum charge as detailed on our website.
- b. Each campsite and building are subject to the relevant minimum charge as detailed in your confirmation of booking.

7) Duration of stay

- a. All campsites and buildings are booked per night.
- b. Arrival and departure dates/times are shown on your booking confirmation.
- c. It is the responsibility of the guest to ensure that their planned itinerary matches the arrival and departure time they have booked for. Arrivals or departures outside of these times must be agreed in writing and may be subject to further charges.

8) Insurance and Liability

- a. South London Scouts is covered by The Scout Association's legal liability insurance to cover its potential liabilities to visitors to the South London Scout Centre.
- b. Users of our Centre should consider whether they wish to obtain other insurances, such as cancellation or personal accident insurance.

- c. South London 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.

9) No Warranty or Liability

- a. South London Scouts gives no warranty that The Centre is legally or physically fit for the purpose of your booking.
- b. Guests shall indemnify and keep indemnified the trustees and volunteers of South London Scouts, The Scout Association, The Greater London South County Scout Council and their employees, agents or duly authorised officers and all those authorised by The Trustees to use the Centre from and against all claims by which is meant all demands or liability in respect of any claims, expenses, costs, demands, actions, proceedings, damage, loss of property, death or injury of any description arising as a result of the use of The Premises (including the storage of equipment), by your party (other than those arising out of the acts or omission of the Trustees or The Greater London County Scout Council), which may arise from using the South London Scout Centre or the non observance of any of the terms and conditions listed in this document whether expressed or implied.
- c. 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.
- d. 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 (Warden) and/or The Trustees the receipt for the current year's premium(s).

10) 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 (see clause 8), and any relevant licenses. Adults accompanying the group 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.

11) Compliance with legislation relating to children or vulnerable adults

- a. All bookings involving children or vulnerable adults, except private parties where the hirer is a family member, 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.

12) Responsibility of The Hirer

- a. The Hirer shall be responsible during their booking for:
 - i. Being familiar with, and complying with, the guides provided on our web site for the use of the centre
 - ii. 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
 - iii. Ensuring that corridors, foyers, kitchen, kitchen appliances and toilets as appropriate, are left clean and tidy with rubbish placed in the rubbish bins at the end of the booking
 - iv. Ensuring that all equipment, chairs and tables have been returned to their storage positions safely
 - v. 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
 - vi. 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
 - vii. 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
 - viii. Ensuring that no animals (including birds and reptiles), except assistance dogs are brought into the Centre
 - ix. Ensuring that no animals whatsoever enter the kitchens at any time
 - x. 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
 - xi. Ensuring that open fires are only lit in the fire barrels provided or in designated area agreed with the Centre Manager (Warden)
 - xii. 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
 - xiii. Conforming with the Centre's bouncy castle policy and confirming to the Centre Manager (Warden), that they have appropriate public liability insurance

13) Fire regulations

- a. The Hirer 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 is at the corner of the green opposite the Ismay building and that no person may re-enter the buildings without the permission of the fire brigade.
 - v. Follow our fire safety and procedures as detailed on our website at: www.southlondonscouts.org.uk/the-fort/health-safety

14) Car parking

- a. Vehicles are parked at the owner's risk and may be parked only in the designated car parking spaces. The space outside the buildings is reserved for emergency vehicle use but may be used temporarily for unloading.

15) Premises licence and other relevant legislation

- a. The Hirer is responsible for:
 - i. If applicable. notifying the Centre Manager (Warden), that they are running a bar and 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 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 Southwark Council.

- 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.

16) Music licences

- 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).

17) Accidents and dangerous occurrences

- a. The Hirer shall indemnify and keep indemnified each of The Trustees of The Greater London South County Scout Council and their employees, volunteers, agents and invitees against:
 - i. The cost of repair of any damage done to any part of the Centre including the curtilage thereof or the contents of the Premises
 - ii. Against all actions, claims, and costs of proceedings arising from any breach of the conditions as set out in the Hire Agreement
 - iii. All claims in respect of damages, including damage for 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
- b. The Hirer must report all accidents involving injury to their users, other users, or the general public to the Centre Manager (Warden) as soon as possible, and complete the relevant section in The Premises accident book. The Hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called if necessary.
- c. Any failure of equipment, either that belonging to the South London Scouts (Greater London County Scout Council) or brought in by the Hirer must also be reported as soon as possible.
- d. As directed by South London Scouts 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.

18) No alterations

- a. No alterations or additions may be made to The Premises, and no fixtures may be installed, or placards, or signs, or other articles be attached in any way to any part of the premises without the prior approval of the Centre Manager (Warden).
- b. Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Centre Manager (Warden), remain in the premises at the end of the booking period and become the property of the centre or be removed by the Hirer. The Hirer must make good to the satisfaction of the Centre Manager (Warden) any damage caused to the premises by such removal.

19) Notices Force majeure (greater force)

- a. The Trustees and South London Scouts (the Greater London South County Scout Council), 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 South London Scouts (the Greater London South County Scout Council), 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.

20) Public health

- a. 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 and users.
- b. The Hirer is responsible for conforming to all public health legislation and guidance that relates to the control of viral pandemics or diseases such as covid-19 and to take reasonable precautions to stop the spread of any viruses.
- c. The Hirer is 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 carried out a risk assessment and implemented any necessary safety controls relating to their hire for the safety of your guests service users.

21) 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.

22) Promotion and marketing

- a. Very occasionally, South London 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 and advise the Centre Manager (Warden) should this occur.

23) 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).

24) 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 www.southlondonscouts.org.uk

24) Concerns

- a. As a registered charity, with limited resources and run by volunteers, we hope that everyone that visits the South London Scout Centre has a fun and enjoyable, positive experience. We really do pride ourselves on your experience at our centre 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 Scout London Scouts (the Greater London South County Scout Council), you should in the first instance contact our volunteer Centre Manager (Warden) to discuss your concerns.
- b. Failing the above, you can formally submit your concerns in writing to our Centre 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 www.southlondonscouts.org.uk/about-us/concerns-about-scouting

