



EFFINGHAM VILLAGE RECREATION TRUST

Key Principles of Offer for an Agreement between EVRT and 1st Effingham Scout Group (1ES) for use of the Milestone Pavilion at the KGV

March 26, 2025

Without prejudice – subject to formal contract

1. License to run for 7 years from 1st January 2025 to 31st December 2031. Six months prior to the end of the Licence Period 1ES will have the opportunity to exercise an option to renew for a further seven years. This option will be unopposed by EVRT if 1ES has operated within the terms of the license. Any transgression to be considered a serious transgression must have been raised at the time of the transgression and mitigated through mediation if necessary. If EVRT believes 1ES has broken the terms of the agreement, it must raise the issue within a timely manner and attempt to resolve any disagreement through formal mediation. Failure to do so will invalidate any claim at the time of renewal.
1. The license will hold for as long as 1st Effingham Scout Group is in operation.
2. Licensed usage will be for 1ES only and for activities agreed to fall within the normal activities of a scout group.
3. License Fee of £1 payable on 1st October in each year, which will not be increased during the Period of this License.
4. License to include full use of the Milestone Pavilion for scouting activities (including the scout shop) on Monday, Wednesday and Thursday evenings during term time from 4.30 pm until 10 pm. An additional weekend evening will also be available to the Scouts during term times.
5. EVRT will use best endeavors to grant requests for extra ad hoc sessions for scouting activities if there is no conflict with other authorised users during the requested time. Up to 6 additional ad hoc sessions per year will be available free of charge (2 per term); further ad hoc sessions may be subject to a hire fee.
6. Standard determination clause to be included, allowing termination if either party is in breach of its obligations and has failed to remedy that breach within an agreed time, or if 1ES ceases to function.
7. EVRT to be responsible for maintenance & security of the building, and will not make any alterations that result in the Milestone Pavilion being unfit for use as an operating base for scouting activities. EVRT will ensure that the Pavilion is maintained to at least the standard recorded in a condition survey conducted at the start of the licence.
8. 1ES will be responsible for the security of the Pavilion during agreed usage times and for cleaning after use.
9. All utility services (eg electricity, gas, water and sewage) directly attributable to 1ES Group will be billed according to the proportion of their actual hours of use. For clarity, the algorithm used will be:

In any invoice period for a particular utility,

IF

S is the number of hours the Pavilion is in use by 1ES (the total number of hours actually used during that period during scheduled times set out in 2. and during ad hoc bookings)
N is the number of hours the Pavilion is used by non-scout bookings



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Z is the total invoice amount

THEN

The amount due for payment by 1ES = $Z \times (S / (S + N))$

10. 1ES will hold appropriate insurance for their use of the premises, including insurance against loss or damage in relation to their use of the Pavilion and public liability insurance for those attending Scouts activities and events on-site.
11. 1ES will be permitted access to other parts of the KGV Grounds for activities directly related to ordinary activities of the scout groups within their period of use. All such activities must be covered by suitable insurance held by 1ES. Certain activities such as lighting fires will not be permitted. Scouting events involving visiting scout groups or making use of the KGV Grounds outside of normal use periods must have the prior agreement of the KGV Manager and may be subject to a hire fee and must be covered by suitable insurance.
12. 1ES will have shared use of the 'Milestone Parking' in front of the Pavilion during the agreed times of usage only and for normal scouting activities. It must ensure that users keep clear of the cinder track to allow emergency access on to the KGV Fields at all times. However, this is subject to 1ES complying with the Protocol for Milestone Gate Security to secure the KGV Grounds against unauthorised incursion through the vehicle gate. The gate key must only be used for access by 1ES during the agreed times.
13. 1ES will have access to secure storage facilities for their exclusive use at the Milestone Pavilion, and should ensure their equipment is kept in the secure storage at all times when not in use. When funding allows, EVRT will install external access to 1ES storage where possible, to enable access to equipment when other users are in the Pavilion. 1ES is responsible for insurance of its equipment.
14. If 1st Effingham Scout Group ceases to function, EVRT would take over the building and maintain it. A letter of comfort will be supplied to 1ES concerning future access for any new group arising.