



THE CLIFFE HALL, LEWES, BN7 2AH

Terms and Conditions of Hire:

To be read in conjunction with:

1. Booking Form which provides details of charges
2. Safeguarding Policy
3. Health & Safety Policy/Fire Procedures & Evacuation Plan
4. Cliffe Hall User's Guide

For the purposes of these Terms and Conditions the following terms apply:

The Cliffe Hall, Lewes is owned by the charity The Cliffe Feoffees and will be referred to as (CF)

Hirer shall mean an individual Hirer or the authorised representative of an organisation.

Clerk shall mean the Clerk of The Cliffe Hall (otherwise known as the Manager) acting on behalf of The Cliffe Feoffees:

Email: hall@cliffehall.uk Tel: 01273 937755

Users mean:-

- (i) CF
- (ii) Employees of CF
- (iii) Hirer of Cliffe Hall
- (iv) Contractors working for CF

General Conditions and Responsibilities -These Terms and Conditions apply to ALL users of The Cliffe Hall. They form part of an agreement between

CF and the hirer who may be an individual or an organisation represented by an authorised person.

ALL users must be familiar with and observe the Policies of The Cliffe Hall. Any User of The Cliffe Hall where children and/or vulnerable adults are involved must have appropriate policies/procedures in place and must ensure that these are observed when using The Cliffe Hall and surrounding area.

All Conditions together with any special Condition imposed at the time of booking The Cliffe Hall apply unless specifically excluded and agreed in writing with the Clerk of The Cliffe Hall.

Signing the Booking Form confirms the hirer is aware of the Terms and Conditions and related documents and will abide by them and ensure that those who occupy The Cliffe Hall in conjunction with their booking act in accordance with the Terms and Conditions. It will be assumed that anyone signing on behalf of an organisation is authorised to do so.

In the event of someone using The Cliffe Hall without signing or specifically agreeing to the booking conditions, it will be deemed that they are aware of the Terms & Conditions and related documents and will abide by them and will ensure that those who use the Hall in conjunction with the booking act in accordance with them.

The Clerk will inform the Hirer at the time of the application of all charges in respect of hiring The Cliffe Hall. A Booking Form will be given to the Hirer which will show charges together with the Terms and Conditions, Safeguarding Policy, Health & Safety Policy, Fire Procedures & Evacuation Plan and User's Guide will also be given to the Hirer.

October 2020

Standard Conditions of Hire

Application to Hire The Cliffe Hall

All applications to hire The Cliffe Hall must be made to the Clerk.

Booking times relate strictly to the time agreed on the Booking Form and must include all preparation and packing up time. All time in The Cliffe Hall must be paid for.

A 10 minute FoC time is allocated at the end of the official hiring time for carrying out the "Leaving the Hall" procedures including cleaning.

A 2hr minimum hiring time applies. After the 2 hrs the Cliffe Hall will be hired out in units of 15 minutes.

No booking is confirmed until the Clerk has received the signed Booking Form and full payment is received.

All hirings are at the discretion of the Clerk.

The Booking Form must be returned within 10 days of the date on the form.

Once the Booking Form and the deposit/full payment have been received by the Clerk the booking is confirmed and will not be hired out to any other user without consultation with the original hirer unless the following clause applies.

The Clerk reserves the right to cancel a booking by written notice should the hall not be available for the following reasons:

- (i) Church activities – as far as practicable a six-month advance notice will be given in writing but cannot be guaranteed.
- (ii) The Cliffe Hall is used as a Polling station.
- (iii) Breach of licensing or other legal/statutory requirement.
- (iv) Unlawful/unsuitable activity to take place on the premises.
- (v) The premises become unfit for the use intended by the Hirer eg an emergency/fire/flood, etc

In such cases the Hirer shall be refunded for any hiring payments made to the Clerk but CF or their employees will not be liable for any other resulting loss or damage whatsoever.

Charges, payment, invoicing, deposits & cancellations:

- (i) All payments must be made in advance of the booking unless by special arrangement.
- (ii) A 50% deposit is required at the time of booking to secure the hiring and the outstanding balance must be paid at least 10 working days before the hiring date.
- (iii) Full payment must be made for bookings made less than 6 weeks before the date of the hiring.
- (iv) An additional £75 deposit is required for parties/workshops or any such event as determined by the Clerk. This sum must be received by the Clerk at least 10 working days before the booking date. The deposit will be returned to the Hirer only after The Cliffe Hall has been assessed for any breakages and the hall has been left in accordance with the "Leaving the Hall" procedures. A £25ph minimum cost is charged if The Cliffe Hall requires cleaning or any maintenance.

Cancellations by the Hirer should be made in writing/email to the Clerk. The Hall Management reserves the right to cancel a hiring. No compensation will be made for any expenditure or loss of income incurred by the HIRER. If the HIRER wishes to cancel the booking before the date of the event and as a result the hall is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Hall Management. In the event of a cancellation within one week of the date of hire, the original hire fee will be charged in full.

(v) .

Keys:

- (i) All users must contact the Clerk at least 24hrs in advance of their booking to arrange key collection and return.
- (ii) No user (unless an existing keyholder) is allowed into the hall without collecting a key.
- (iii) No user is allowed to hand over a key to the next user.
- (iv) £30 returnable key deposit will be charged.
- (v) A charge of £30 will be levied for a lost key
- (vi) Keys are the property of The Cliffe Hall and can be recalled at any time.
- (vii) Details of all keyholders shall be kept on a key register and supplied to the police or Underwriters as requested by them.

Data Protection: Cliffe Feoffees is committed to keeping information about hirers details safe. Our policy is online at cliffehall.uk

The hall operates on a simple system and contact details are kept for administration/accounting purposes only. CCTV surrounds the outside of the building & may be used by the Police or Underwriters.

Standard conditions of hire

Age: The Hirer must be at least 18 years of age.

Supervision: The Hirer or authorised representative shall, during the period of the hiring, be responsible for the supervision of all occupants of The Cliffe Hall including the care, safety and behaviour of the occupants as well as the contents of the Cliffe Hall and supervision of car parking arrangements and to ensure emergency vehicles have access to the precinct.

Use of premises including precinct/parking: The Hirer shall not use the premises for any purpose other than that described in the Booking Form and shall not sub-hire or allow the premises to be used for any unlawful/unsuitable purpose or bring onto the premises anything which may endanger life or the premises or render invalid any insurance policies.

Insurance: The Cliffe Hall public liability insurance provides cover for injuries or damage arising from a defect of the premises or of the contents of the building. **There is no cover against any injury or damage arising from any action or negligence on the part of the Hirer.**

All users shall be liable for arranging their own insurance for Personal Accident, Third Party Claims and any loss or damage to the hall building, fixtures, fittings, furniture and equipment resulting from the use of the hall.

The CF or their employees shall be under no liability for any loss or damage to goods or property belonging to the Hirer or any occupants both in The Cliffe Hall and the precinct including car parking.

Gaming, betting and lotteries: The Hirer shall ensure no activity takes place on the premises contravening the law relating the Gaming, betting and lotteries.

Public Licence: The Cliffe Hall has a Premises Licence for the indoor Performance of plays, live music, recorded music, performance of dance. However, if the hirer plays recorded music as part of an event for which a fee is charged you may need to have your own licence. If other licences are required in respect of any activity in the Cliffe Hall, the hirer should ensure they hold the relevant licence. The Cliffe Hall **does not** have a licence to sell alcohol.

Safeguarding: All users of The Cliffe Hall shall ensure that any activity involving young persons and or vulnerable adults shall provide the Clerk with a copy of their own DBS check and Safeguarding Policy.

Public Safety: All users of The Cliffe Hall shall comply with all conditions and regulations in respect of the premises by the Local Authority, the Licensing Authority and the hall's Health & Safety Policy/Fire Procedures and Safeguarding Policy.

The Fire Service shall be called to any outbreak of fire, however small, and details shall be given to the Clerk of the Hall.

The Users acknowledge they have received instructions relating to the following:

- (i) Action to be taken in the event of a fire including calling the Fire Brigade and hall evacuation.
- (ii) Location and instructions regarding fire equipment.
- (iii) Escape routes and the need to keep them clear.
- (iv) Appreciation of the importance of any fire doors and of not wedging them open during occupation of the hall and of closing all fire doors at the time of a fire.
- (v) Location of first aid box, Accident Report Book & Incident Book.

In advance of any activity the Users shall check the following:

- (i) That all fire exits are unlocked.
- (ii) That all escape routes are free of obstruction and can be safely used for instant free public exit.
- (iii) That any fire doors are not wedged open.
- (iv) The exit signs are illuminated.
- (v) That there are no obvious fire hazards on the premises.
- (vi) That emergency lighting is not covered up.

The CF confirms that the following have been checked on a regular basis:

- (i) All fire exits are in good working order.
- (ii) Escape routes are free of obstruction.
- (iii) Exit signs are illuminated and emergency lighting in good working order.
- (iv) Smoke alarms are in working order.

Fire Procedures : Please read Health & Safety Policy/Fire Procedures attached.

Health and Safety:

The Users acknowledge they have received instructions relating to the following:

- (i) Location of First Aid Box, Accident Report Book, Incident Report Book and emergency torch.
- (ii) Emergency evacuation.
- (iii) How to stack the chairs and tables and be aware of the instructions on the wall in the chair stacking area and table room.
- (iv) Storage of purpose-made rubber cover for power cables laid over the floor.

Health & Safety Precautions: Please read Policy online at cliffehall.uk.

Accidents and dangerous occurrences: Any failure of equipment belonging to the hall must be reported as soon as possible to the Clerk and written in the Incident Book stored in the kitchen.

All Users must report ALL accidents involving injury to the public as soon as possible to the Clerk (preferably by email) and written in the Accident Book stored in the kitchen. All personal data will be removed and stored elsewhere by the clerk.

Health and hygiene All users shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

Managing Risks: All users of The Cliffe Hall have a responsibility for managing risk, so far as reasonably practicable, arising from their own activities when they have control of the premises and/or control of equipment on the premises. It is strongly recommended that all users carry out their own risk assessment/safety check before their time in the hall.

Smoking: All users of the Cliffe Hall shall ensure that no smoking or vaping takes place on the premises, the outside porch or the immediate area in the precinct around the hall entrance and church.

Electrical appliance safety: All users shall ensure any electrical appliance brought by them to the premises and used (No heaters allowed) shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

Noise: All users shall ensure the minimum of noise is made on arrival/departure of The Cliffe Hall particularly late at night and early in the morning.

No loud music or amplified music, discos, drums, etc are permitted at any time and no noise from inside the hall is to be heard outside the building.

Stored Equipment/Lost Property: The Cliffe Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises. All equipment must be removed at the end of each hiring unless a special arrangement has been made.

All lost property will be kept for one month and will then be disposed of.

No rights/alterations: Users have no rights in respect of tenancy or rights of occupation. No alterations may be made to the premises nor may any fixtures/decorations be installed.

Car Parking: There is a limited car parking in the area between the Cliffe Hall and the church only. Disabled drivers should be given preferential parking facilities. All users must be responsible for proper supervision of the car parking arrangements so as to avoid accidents or obstruction.

STRICTLY NO PARKING is allowed in the entrance to the precinct by the church entrance. **This space must be kept clear for emergency vehicles.**

Security: As far as possible, the entry doors to the hall must be kept closed during the period of hire to prevent unauthorised persons entering the premises. The doors and windows of The Cliffe Hall must be checked that they are securely locked at the end of the hiring time.

Capacity: Maximum 80 persons

End of hire - The basic rule is: ALL users shall be responsible for carrying out the “Leaving the Hall Procedures” given to the hirer when receiving the key and located on the wall notice board in the hall kitchen.

October 2020

***Charity For The Reparation Of The Church And Sustentation Of The Poor
(Otherwise Known As Archer, Pearce And Jeame's Charity). Registered Charity
No: 220487***