

CLIFFE HALL TERMS AND CONDITIONS OF HIRE

To be read in conjunction with:

1. The Cliffe Hall Hire Agreement
2. The Safeguarding Policy
3. The Health and Fire Safety Policy (includes all procedures)
4. The Hall User's Guide
5. The appropriate Cliffe Hall Hirer Checklist

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.

The Hall Manager of The Cliffe Hall is acting with the delegated authority of The Cliffe Feoffees and will be referred to as "The Hall Manager".

Users mean:

- (i) CF
- (ii) Personnel authorised by CF
- (iii) Hirer of Cliffe Hall
- (iv) Contractors working for CF, including The Hall Manager

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, which include Health and Safety and Fire Policies and Instructions, and Safeguarding. 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 Conditions imposed at the time of booking by The Hall Manager, apply unless specifically excluded and agreed in writing with The Hall Manager.

Application to Hire The Cliffe Hall

All applications to hire The Cliffe Hall must be made to The Hall Manager, and all hires are at the discretion of The Hall Manager.

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 of the contents of The Cliffe Hall, supervision of car parking arrangements, and for ensuring emergency vehicles have access to the precinct.

The Hall Manager will inform the Hirer at the time of the application of all charges in respect of hiring The Cliffe Hall. A Hire Agreement will be given to the Hirer together with the Cliffe Hall Hire Terms and Conditions, our Health and Fire Safety Policy and Procedures, Hall User's Guide, the appropriate Hirer Checklist, and our Safeguarding Policy.

Signing The Hire Agreement 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.

Hire Times: A 2 hour minimum hiring time normally applies, however, we welcome one hour bookings if they can fit in well with other longer hires. We accept additional 15 minute blocks for bookings of one or more hours.

Booking times relate strictly to the time agreed on the Hire Agreement which must include all preparation, packing up and cleaning in the charged time. However, we keep 15 minutes free at the end of each booking: the first 10 of those 15 minutes are available free of charge to the outgoing Hirer should find they need it. The remaining 5 minutes are *strictly to be left free* to avoid congestion if clients arrive a bit early for the next booking.

Confirmation of Booking: is not confirmed until The Hall Manager has received the signed Hire Agreement and either a 50% deposit or full payment of the invoice—in either case including any refundable deposits.

Complaint Procedures: If a Hirer has a complaint please contact The Hall Manager by email or by letter addressed to the Hall Manager left in or posted to the Hall's postbox, explaining the complaint in detail. Should the Hirer not be satisfied with The Hall Manager's response, the Hirer can ask to refer the complaint to the Chair of The Trustees of The Cliffe Feoffees, and will be given the Chair's contact details. The Chair will review the complaint and The Hall Manager's response to it, and may contact the Hirer to discuss the matter. The Chair's judgement about the complaint will be binding.

INVOICES AND PAYMENT

For One Off or Intermittent Bookings

- (i) Invoices will be charged immediately and should be paid within 10 days of receipt unless bookings are very far ahead, in which case the Hall Manager will reach an agreement about the payment date with the Hirer .
- (ii) An additional refundable key deposit of £30 is automatically added to the hire invoice as is a security deposit of £75 for parties/some workshops and for any such event as determined by The Hall Manager. These deposits are included in the invoice.
- (iii) A 50% deposit of the full invoice, including deposits, can be paid at the time of booking to secure the hire if the booking is more than 6 weeks away; the outstanding balance must be received by The Hall Manager at least 10 working days before the booking date. Full payment must be made for bookings made less than 6 weeks before the date of the hire.
- (iv) Any deposit(s) will be returned to the Hirer only after The Hall Manager has assessed if there have been any significant breakages or failure to comply with the "Leaving The Hall" procedures. A £25 per hour minimum cost will be charged if the Hirer has seriously neglected the cleaning.

For Hirers of Regular Weekly or Monthly Bookings

- (i) Invoices will be charged at the beginning of the month and should be paid by the middle of the month unless otherwise by special agreement with The Hall Manager.

- (ii) New regular Hirers will be asked to pay their first monthly invoice in advance of their first month, unless otherwise by agreement with The Hall Manager. The first invoice will include a refundable key deposit of £30, refundable when the Hirer ends their use of The Hall.

CANCELLATION BY THE CLIFFE HALL

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

- (i) The Cliffe Hall is used as a Polling station.
- (ii) Breach of licensing or other legal/statutory requirements.
- (iii) The Hirer has repeatedly breached important Terms and Conditions of Hire.
- (iv) Unlawful/unsuitable activity taking place on the premises.
- (v) The premises become unfit for the use intended by the Hirer eg an emergency/fire/flood, etc
- (vi) In other circumstances that The Hall Manager deems beyond CF's control.
- (vii) In the very rare event that a double booking is made, The Hall Manager will immediately call the Hirers concerned and try to negotiate a satisfactory outcome for both parties. The Hirer who first confirmed their booking to Cliffe Hall will take some precedence but all circumstances will be taken into account.

In such cases if the Hirer loses a booking/bookings they shall be refunded for any hire payments made to The Hall Manager for the booking/bookings that will not take place but CF or their employees will not be liable for any resulting loss or damage whatsoever, including compensation for expenditure or loss of income incurred by the Hirer.

CANCELLATION BY THE HIRER

Cancellations by the Hirer should be made in writing/email to The Hall Manager. If the Hirer wishes to cancel the booking before the date of the event(s)/session(s) 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 (but not deposits) will normally be retained unless due to sudden illness.

KEYS

- (i) The Hall Manager will contact the Hirer to arrange a meeting at The Hall some days before the first Hire to hand over a key and printed checklist to the Hirer and go through the various and most important procedures.
- (ii) No Hirer (unless an existing keyholder) is allowed into The Hall without a key.
- (iii) No Hirer is allowed to hand over a key to the next Hirer or to anyone else without first consulting The Hall Manager.
- (iv) A £30 returnable key deposit will be charged and retained until such time as the hire(s) cease.
- (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) The name of the keyholder is kept on a key register and supplied to the Police or Underwriters as requested by them.

Use of Premises: The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement 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 damage the premises or render invalid any of CF's 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 or their clients. 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 during their use of The Hall.

Data Protection: The Cliffe Hall is committed to keeping information about Hirers and users safe and is registered with the Information Commissioner's Office under Reference ZB549631. Please refer to our recently developed Cliffe Hall Data Protection Policy and Cliffe Hall Data Protection Register of Systems for details. Hirers should be aware that CCTV surrounds the outside of the building and may be used by the Police or Underwriters.

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

Gaming, Betting and Lotteries: The Hirer shall ensure no activity takes place on the premises contravening the law relating to Gaming, Betting and Lotteries.

Premises Licence: The Cliffe Hall has a licence to open from 6.30 am to 10.30 pm from Monday to Sunday. The licence authorises the following activities indoors from 9am to 10.30 pm Monday to Sunday for the indoor performance of: Plays, Films, Live Music, Recorded music, Performance of Dance and anything of a similar description falling with the last three items.

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.

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 very loud music or highly amplified music, discos, drums, etc are permitted at any time and Hirers must first consult The Hall Manager if their activities might potentially be noisy or if their activities change in such a way as they might become noisy.

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 hire unless a special arrangement has been made. All lost property will be kept for one month and will then be disposed of (normally to charity shops).

Car Parking: There is a limited car parking in the area between The Cliffe Hall and The Church only. The Hirer, a Helper bringing heavy equipment, and blue badge cars are allowed to park free of charge but no more than four cars can be parked and must be parked strictly in accordance with the diagram and instructions: "Car Parking Instructions at Cliffe Hall" appended separately. STRICTLY NO PARKING is allowed in the entrance to the precinct by the church entrance—this space must be kept clear for emergency vehicles.

Safeguarding: All Hirers of The Cliffe Hall whose activity involves young persons and or vulnerable adults must ensure they have a valid DBS check and a Safeguarding Policy. These should be copied to The Hall Manager. Neither applies to children's parties organised by the families known to each other.

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.

Accidents and Dangerous Occurrences: Any failure of equipment belonging to The Hall must be reported as soon as possible to The Hall Manager 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 Hall Manager (by phone or by email) and written in the Accident Book stored in the kitchen. All personal data will be removed and stored elsewhere by The Hall Manager.

Health and Hygiene: All users who prepare, serve or sell food, must 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 hire(s) in The Hall.

Smoking and Naked Flames: 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. Apart from the Gas Hob in the Kitchen, no naked flames are allowed in The Hall.

Electrical Appliance Safety: All users shall ensure any electrical appliance brought by them to the premises and used shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Electrical heaters must not be brought to the building. If a Hirer is given permission to store a portable electrical item at The Hall, the item will automatically be tested by The Hall's Electricians once a year, and any defect found must be put right by the Hirer, at the Hirer's cost, before the Hirer can use the item in the Hall.

Security of The Hall: 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 to ensure that they are securely locked at the end of the hiring time.

End of Each Hire: The basic rule is ALL Hirers and Users shall be responsible for carrying out the "On Leaving Procedures" in the Checklist for New Hirers given to the Hirer when receiving the key and as a reminder also located on the notice board on the board on the right facing the doors to the Lobby.

Rights of Occupation: Hirers or 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 without express permission from The Hall Manager.