

TERMS AND CONDITIONS OF HIRE OF LEWES HOUSE OF FRIENDSHIP

Welcome

Welcome to the Lewes House of Friendship, we hope your event goes well. As a charity we are extremely fortunate to own this building and are keen to make it available to members of the community. In return we ask that you look after it when you are here.

General Conditions and Responsibilities

These Terms and Conditions apply to all users of LHOFF. They form part of an agreement between LHOFF and the Hirer who may be an individual or an organisation represented by an authorised person.

Any User of LHOFF where children and/or vulnerable adults are involved must have appropriate policies/procedures in place and must ensure that these are observed when using LHOFF, garden and car park.

All Conditions, together with any Special Conditions imposed at the time of booking, apply unless specifically excluded and agreed in writing with LHOFF.

Application to hire a room at LHOFF

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

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

Supervision: The Hirer or authorised representative shall be responsible for the supervision of all occupants of the room hired at LHOFF including the care, safety and behaviour of the occupants as well as of the contents of the room hired and supervision of car parking arrangements.

The Manager will inform the Hirer at the time of the application of all charges in respect of hiring a room at LHOFF and a Hire Agreement will be given to the Hirer.

Signing The Hire Agreement confirms the Hirer is aware of the Terms and Conditions and will abide by them and ensure that those who occupy LHOFF 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 LHOFF without signing or specifically agreeing to the booking conditions, it will be deemed that they are aware of the Terms & Conditions and will abide by them and will ensure that those who use LHOFF in conjunction with the booking act in accordance with them. The booking will be confirmed on receipt of the completed booking form.

The Garden is for the use of members only during our opening times (9.30am – 1.30pm), if the Hirer would like to use the garden outside these times, please contact the Manager.

The Carpark: We have a small car park with a limited amount of space, if the hire period is during LHOFF opening times (9.30am – 1.30pm), the Hirer may have one parking space which must be agreed with the Manager at the time of booking. For hire periods outside these times, the car park is available on a first come first served basis.

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 5 minutes at the beginning and end of each booking, this is free of charge to the Hirer to allow time for setting up and clearing away.

External doors that lead from the Hight Street at the front of LHOFF and the car park at the rear will be open from 9.30am until 5.00pm every weekday, please don't lock the doors if you leave LHOFF during these times. Hirers needing access outside these times will be given instructions near the date of their booking, please drop the latch on these doors when you leave. All hirers will be given instructions about accessing the room they have hired near the date of their booking. Front and back door keys will be distributed at the discretion of the Manager. The Hirer is responsible for the key at all times and will be charged a £30 refundable deposit which is payable immediately.

KEYS

- (i) The Hirer should contact the Manager to arrange a meeting at LHOFF some days before the first Hire to hand over a key/keysafe instructions and to go through the various and most important procedures. The keysafe code will be changed periodically.
- (ii) No Hirer (unless an existing keyholder) is allowed into LHOFF 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 Manager.
- (v) A charge of £30 will be levied for each lost key
- (vi) Keys are the property of The LHOFF 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.

End of Each Hire: Please make sure that the room hired is clean and tidy before you leave, including washing and drying any crockery used. Any food or drink left in the fridge (in the Lounge) will be thrown away after the hire has ended, unless arrangements have been made with the Manager. Please don't leave any food waste in the bins and leave the tables and chairs as you found them. If the room is not in a satisfactory condition when you arrive, please inform the Manager so that we can discuss the issue with the previous hirer. All doors and windows must be closed at the end of an event.

Health and Safety

The Hirer will be responsible for ensuring that all activities taking place during the hire period are conducted in a safe manner. If they are not present, they should delegate the responsibility to a named person. The Hirer is also responsible for the safety of any electrical equipment brought onto the premises.

LHOFF is responsible for ensuring that the premises are safe for Hirers' use and we ask that the Hirer makes the Manager aware of any safety issues they become aware of.

There is a first aid box on the bottom shelf of the table in the hallway, please make the Manager aware of any accidents that have happened during the hire period.

Fire Safety

The Hirer will be responsible for ensuring that they are familiar with the signed evacuation routes and fire evacuation procedure (there are signs on the walls outside the Old Snooker Room on the first floor, by the rear exterior door and at the bottom of the stairs in the hallway) and the whereabouts of the fire extinguishers. Hirers must be able to ensure that no one from their group is left inside the building as far as possible without taking undue risk.

Evacuation routes must be kept clear at all times. The fire alarm is not linked to the emergency services so hirers must ring 999 if there is a need to do so.

A security deposit of £75 will be charged for parties/some workshops and for any such event as determined by the Manager. Any deposit(s) will be returned to the Hirer only after the Manager has assessed if there have been any significant breakages or failure to comply with the “Leaving The Room” procedures. A £15 per hour minimum cost will be charged if the Hirer has seriously neglected the cleaning.

Insurance: LHOF’s 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 LHOF building, fixtures, fittings, furniture and equipment during their use of Lewes House of Friendship.

Payment of charges: invoices are sent out on a monthly basis but can be varied by mutual agreement. We ask that invoices are paid promptly.

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 LHOF’s insurance policies.

Liability: LHOFF 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 LHOFF building, garden and car parking area.

Licensing: LHOFF is not licensed for the public performance of live music or the playing of recorded music, for the public displaying of films or videos and we do not have a television licence. If the Hirer intends to undertake any of these activities during the hire period, they are responsible for ensuring that they obtain the appropriate authorisation.

Alcohol: LHOFF does not have a licence to sell alcohol, if the hirer intends to do this, they must obtain the relevant licence and send a copy to the Manager.

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

Noise: There are residential flats within the building as well as other users, we therefore ask that users ensure the minimum of noise is made on arrival/ departure of LHOFF 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 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: LHOFF 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).

Safeguarding: All Hirers of rooms at LHOFF whose activity involves young persons and or vulnerable adults must ensure they have a Safeguarding Policy and a DBS check if relevant. These should be copied to the Manager. These conditions don't apply to parties organised by the families/friends known to each other.

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

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 LHOFF 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).

Smoking and Naked Flames: All users of LHOFF shall ensure that no smoking or vaping takes place on the premises or in the garden or car park. Apart from the Gas Hob in the Kitchen, no naked flames are allowed in LHOFF.

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.

Security of LHOFF: As far as possible, when a room has been hired outside the opening hours of LHOFF, the entry doors to LHOFF must be kept closed during the period of hire to prevent unauthorised persons entering the premises. The doors and windows of LHOFF must be checked to ensure that they are securely locked at the end of the hiring time.

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 the expressed permission from The Manager.

Complaint Procedures: If a Hirer has a complaint, please contact the Manager by email or by letter addressed to the Manager left in or posted to the LHOFF post box, explaining the complaint in detail. Should the Hirer not be satisfied

with the Manager's response, the Hirer can ask to refer the complaint to the Chair of The Trustees of LHOF, and will be given the Chair's contact details. The Chair will review the complaint and the Manager's response to it, and may contact the Hirer to discuss the matter. The Chair's judgement about the complaint will be binding.

CANCELLATION BY LEWES HOUSE OF FRIENDSHIP

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

- (i) Breach of licensing or other legal/statutory requirements.
- (ii) The Hirer has repeatedly breached important Terms and Conditions of Hire.
- (iii) Unlawful/unsuitable activity taking place on the premises.
- (iv) The premises become unfit for the use intended by the Hirer eg an emergency/fire/flood, etc
- (v) In other circumstances that The Manager deems beyond LHOF's control.
- (vii) In the very rare event that a double booking is made, The 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 LHOF 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 Manager for the booking/bookings that will not take place but LHOF 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

We ask that the Hirer gives as much notice as possible if they need to cancel a booking. **We will charge 50% of the hire charge for cancellations made with less than a week's notice and the full amount for those cancelled with less than 24 hours' notice.**

I have read and agreed to the terms and conditions of hire

Signed:

Date:

Print Name:

On behalf of: