

## Terms & Conditions of Hire

These Terms and Conditions apply to all hires of Lockerley & East Dean War Memorial Hall (“the Hall”).

They are intended to ensure the Hall is used safely, responsibly and for the benefit of the whole community.

The Hirer must not bring bouncy castles or inflatable equipment into the Hall without prior written permission.

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### 1. Definitions

- **“The Hall”** means Lockerley & East Dean War Memorial Hall, including the Reading Room, kitchen, stage and surrounding grounds.
- **“Management Committee”** means the elected Management Committee responsible for the Hall.
- **“Hirer”** means the individual or organisation responsible for the booking and for compliance with these Terms & Conditions.
- **“Hire Period”** means the agreed times for access to, use of, and clearing of the Hall.

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### 2. Booking and Acceptance

All bookings are made via the Hall’s booking system or as otherwise agreed with the Management Committee.

All bookings are accepted subject to these Terms and Conditions.

A booking is not confirmed until it has been accepted by the Management Committee and the Hirer has agreed to these Terms & Conditions.

By proceeding with a booking, the Hirer confirms that they have read, understood and agree to comply with them.

The Management Committee reserves the right to refuse or cancel a booking where it believes the proposed use would put the Hall, its users or neighbours at risk.

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### 3. Fees and Deposits

Hire fees are payable in accordance with the current schedule of charges.

A refundable deposit may be required for certain classes of hire. Where applied, deposits are intended to cover additional cleaning, minor damage, or additional costs arising directly from the hire.



Deposits will normally be returned within 28 days of the end of the hire, less any reasonable costs incurred.

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## 4. Cancellation

### Cancellation by the Hirer

- More than 60 days' notice: hire fee refunded (deposit, where applicable, retained).
- 30–59 days' notice: 50% of hire fee refunded (deposit retained).
- Less than 30 days' notice: no refund.

### Cancellation by the Hall

The Management Committee may cancel a booking if the premises are required for emergency use, become unfit for use, or if these Terms & Conditions are breached. Any fees paid will be refunded; no further liability is accepted.

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## 5. Use of the Hall

The Hall may only be used for the purpose stated at the time of booking.

The Hirer is responsible, during the Hire Period, for:

- supervision of the premises and all attendees;
- orderly conduct of guests;
- security of the building and contents;
- ensuring only the areas booked are used;
- ensuring maximum occupancy limits are not exceeded.

In addition, unless by prior agreement with the Management Committee, public events must end by midnight the same day and The Hall must be cleaned and vacated by 1am, unless otherwise agreed in writing with the Management Committee.

The Hirer shall not sub-let or use the premises for any unlawful purpose, or bring onto the premises anything which may endanger the same or any insurance policies.

The Management Committee reserves the right to refuse or terminate a booking if it believes the hire would put the Hall, its users or neighbours at risk.

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## 6. Health & Safety

The Hirer must take reasonable steps to ensure the safety of all attendees.

- all fire exits and escape routes must be kept clear at all times;
- report any accidents, incidents or defects to a member of the Management Committee as soon as possible.

Fire-fighting equipment and alarms must not be tampered with.

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## 7. Supervision & Responsibility

The Hirer is responsible for:

- adequate supervision of all persons attending the event;
- ensuring children and young people are properly supervised at all times;
- ensuring the Hall is left in a clean, tidy and secure condition at the end of the Hire Period.

The Hirer must not exceed the maximum occupancy limit for the Hall.

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## 8. Use of Inflatables (e.g. Bouncy Castles)

The use of bouncy castles or other inflatable equipment at the Hall is subject to the following conditions:

- **Prior Approval Required:** The Hirer must notify the Hall in advance and obtain written permission before bringing any inflatable equipment onto the premises.
  - **Responsibility for Supervision:** The Hirer is responsible for ensuring that the inflatable is properly supervised at all times by a competent adult.
  - **Insurance Requirement:** The person or organisation responsible for supervising the inflatable must hold valid public liability insurance covering its use. A copy of the insurance certificate must be provided to the Hall in advance of the booking.
  - **Supplier Requirements:** Where the inflatable is supplied by a third party, the Hirer must ensure that:
    - the supplier holds appropriate public liability insurance; and
    - the equipment complies with relevant safety standards (e.g. PIPA or equivalent certification).
  - **No Cover Under Hall Insurance:** The Hall's insurance policy does **not** provide cover for the use of bouncy castles or inflatable equipment brought onto the premises by Hirers.
  - **Indemnity:** the Hirer shall indemnify and keep indemnified the Hall and its Trustees against all claims, losses, damages and expenses arising from the use of inflatable equipment during the hire period.
  - **Right to Refuse Use:** The Hall reserves the right to prohibit the use of any inflatable equipment where adequate documentation or assurances are not provided.
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## 9. Safeguarding

Where activities involve children or vulnerable adults, the Hirer must comply with all relevant safeguarding legislation and with the Hall's Safeguarding Policy, which is available on request:

The Hirer must:

- ensure appropriate supervision and ratios are in place;
- ensure that any required DBS checks, where applicable, are completed.

The Management Committee may request confirmation of safeguarding arrangements are in place for their activity.

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## 10. Alcohol

Alcohol may only be sold or supplied at the Hall with the prior written permission of the Management Committee.

Where alcohol is sold or supplied:

- the event must comply with the Hall's current licensing arrangements (including Temporary Event Notices or the Premises Licence, as applicable);
- alcohol must be sold and supplied responsibly;
- no alcohol may be sold or supplied to anyone under 18;
- alcohol must not be sold to intoxicated persons;
- any additional conditions imposed by the Management Committee must be followed.

Responsibility for compliance with licensing law rests with the Hall as licence holder, supported by the Management Committee's supervision arrangements. Hirers must follow all instructions given in relation to alcohol service.

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## 11. Noise and Public Nuisance

The Hirer must ensure the orderly departure of the public particularly ensuring they do not create a nuisance in the neighbourhood of the hall, in particular Butts Green, respecting neighbours and nearby residents. The Hirer must ensure that:

- noise levels are kept to a reasonable level;
- doors and windows are closed where necessary to minimise disturbance;
- guests leave the premises quietly at the end of the event.

The Management Committee reserves the right to intervene if noise or behaviour causes nuisance to neighbours.

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## 12. Smoking and Vaping

Smoking and vaping are not permitted anywhere inside the Hall.

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## 13. Equipment and Furniture

Hall equipment and furniture used must be treated with care and returned to their original position at the end of the hire.

No fixtures or fittings may be moved, altered or removed without permission.

At the end of the Hire Period, the Hirer must leave the Hall clean, tidy and secure. Failure to do so may result in reasonable cleaning costs being deducted from any deposit.

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## 14. Damage, Loss and Deposits

The Hall maintains appropriate insurance covering the premises and public liability.

The Management Committee does not normally seek to recover the full cost of accidental damage from hirers, except where damage results from reckless, deliberate or unlawful acts, or where recovery is required by law.

A refundable deposit may be required for certain classes of hire.

Deposits are intended to cover:

- additional cleaning,
- minor damage, or
- additional costs arising directly from the hire.

Deposits will normally be returned within 28 days of the end of the hire, less any reasonable costs incurred.

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## 15. Insurance and Liability

The Hirer is responsible for ensuring that their activities are conducted safely.

Where appropriate, the Management Committee may require the Hirer to hold suitable public liability insurance and to provide evidence of this on request.

Hirers are strongly advised to ensure they have appropriate public liability insurance in place for their event. Where high-risk activities are involved (including inflatables), evidence of insurance will be required as a condition of hire.

The Hirer is responsible for all activities carried out during the period of hire and must ensure that any equipment brought onto the premises (including but not limited to inflatables, electrical equipment, or temporary structures) is safe, suitable, and appropriately insured.

The Management Committee accepts no responsibility for loss of, or damage to, personal property brought onto the premises.

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## 16. Keys and Access

Keys (where issued) must not be copied or passed to unauthorised persons.

The Hirer is responsible for securing the Hall at the end of the Hire Period.

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## 17. Data Protection

Personal data provided by hirers is held securely and processed in accordance with the Hall's Data Protection and GDPR Policy. Data will be retained only for as long as necessary.

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## 18. Compliance and Breach

Failure to comply with these Terms and Conditions may result in:

- immediate termination of the hire;
  - refusal of future bookings; and
  - reporting to relevant authorities where required.
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## 19. Governing Law & Review

These Terms & Conditions are governed by the law of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

These Terms and Conditions are reviewed periodically by the Management Committee and may be updated from time to time.

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