



Love's Farm House

Terms and Conditions of Use

These terms and conditions apply to all hiring of Love's Farm House and are part of your agreement for hire.

1. Payment and bookings

You must pay Love's Farm House the hire fee, the refundable deposit and any security charges specified in your agreement to hire.

You must pay Love's Farm House your refundable deposit if applicable on or within 5 days of the date of your agreement to hire. Your booking will be provisional until the refundable deposit payment has been received and, if paid by cheque, cleared.

We will refund your refundable deposit, subject to any reduction due to cancellation charges, cleaning charges or other additional charges (see further detail below), within 14 days of your event or the last hire date of an ongoing booking.

You must pay hire fees and security charges (if applicable) in the timescale specified in your agreement to hire:

- For single event bookings this is no later than 14 days before the date of your event if paid in cash, by BACS transfer, or through any online payment system provided on our website or no later than 21 days before the date of your event if paid by cheque. If your event booking is made at short notice (within 14 days of the event) we may require payment in cash. Your booking will revert to being provisional if you do not pay us the relevant charges within the agreed timescale.
- For ongoing bookings, invoices will be sent on the first working day of each calendar month for use in that month and are payable within 30 days.

Bookings

All booking must start and end either on the hour, at quarter past the hour, at half past the hour or at quarter to the hour.

Party hirers must hire the whole building on an exclusive use basis only. This includes use of the hall, kitchen, garden, foyer and the meeting room if requested (an Exclusive Use Booking).

Ongoing bookings must have an agreement to hire for each quarter and book by the following dates:

1st November for Quarter 1 (January to March)

1st February for Quarter 2 (April to June)

1st May for Quarter 3 (July to September)

1st August for Quarter 4 (October to December)

Cancellation fees will apply to any weeks agreed but not used at the rates set out below.

Additional charges

You will compensate Love's Farm House for any loss incurred as a result of your breach of your agreement for hire (including these terms and conditions) and appropriately for any loss of reputation (including loss of income).

We will deduct any additional charges not paid as part of your hire fee from your refundable deposit, however, if your refundable deposit is not sufficient to cover all additional charges, you must pay us any excess no later than 7 days after we inform you of any additional charges payable.

2. Cancellation

Cancellations should be notified to us as soon as practicable. You will be invoiced for the following cancellation charges in the event of cancellation, or they will be deducted from your deposit or hire fee if a deposit or hire fee has already been paid:

- more than 28 days' notice: 25% of hire charges;
- between 14 and 28 days' notice: 50% of hire charges; and
- less than 14 days' notice: 100% of hire charges.

These charges may be reduced or waived, entirely at the discretion of the trustees, if a replacement booking is made for the same time as your cancelled booking.

We reserve the right to cancel any booking in the event of:

- Love's Farm House being used as a polling station for elections; or
- Love's Farm House being used as an emergency shelter; or
- The trustees reasonably considering that your event may lead to a breach of legal or statutory requirements, or unlawful or unsuitable activities

will take place in Love's Farm House as a result of your event; or

- To carry out essential repairs or maintenance; or
- The intended use is not possible due to circumstances outside the control of the trustees, breach of the lease, or notice from the landlord; or
- Love's Farm House becoming unfit for your intended use;

and in these events any payments you have already made to us will be refunded.

3. Overruns, Cleaning and Tidying

You must leave Love's Farm House, cleaned and tidied, by the departure time specified in your agreement to hire. If you overrun, additional hire charges will be payable at the rate of £10 per 5 minutes, rounded up to the next 5 minutes. If ongoing bookings repeatedly overrun, then Love's Farm House may, at the discretion of the trustees, cancel all future bookings and any outstanding hire fees (including due to forced cancellation) shall be deducted from your refundable deposit or be immediately payable.

If Love's Farm House is not sufficiently clean and tidy, you will pay us a £25 fee and, if applicable, refund us for the excess over £25 of additional cleaning fees incurred and reductions given to other hirers due to Love's Farm House being dirty/untidy.

You must ensure that the rooms you have used are left clean and tidy for the next hirer including (but not limited to) the following:

- You must dispose of all rubbish in the appropriate bins.
- You must sweep floors (and mop them if there were any spillages). Brooms, mops, buckets, dustpans, etc. are kept in the kitchen or cleaners' cupboard.
- You must check the toilets and clean them if necessary. Cleaning equipment can be found in the cleaners' cupboard.
- You must turn off all lighting and electrical equipment at the end of the hire period. Please do not touch the heating as it is controlled remotely.
- You must wipe down and sanitise any high contact surfaces with D10 spray and a cloth.
- You must clean any furniture you have used with D10 spray and a cloth / paper roll, then return it to its proper place unless you are physically unable to do so. If you have used furniture from another room, it must be returned to its proper place in that room (unless that room is in use, in which case it should be stacked neatly to the side of the room).

You must observe any notices regarding the placement of furniture and how it should be stacked.

- You must wash up and put away any kitchen equipment you have used, using washing up liquid or dishwasher detergent.

Any unauthorised equipment left at Love's Farm House following a booking will be disposed of within 72 hours.

4. Use of Premises

Security of the Premises

Except in exceptional circumstances or as otherwise agreed by the trustees, a Love's Farm House authorised representative will unlock Love's Farm House at the beginning of the hiring period and secure Love's Farm House at the end of the hiring period. You shall ensure that Love's Farm House is not unattended at any time during the hiring period or at the end of the hiring period until the Love's Farm House authorised representative takes charge.

Use of the Premises

You shall not use Love's Farm House for any purpose other than that described in your agreement for hire and you shall not sub-hire or allow Love's Farm House to be used in any unlawful way or for any unlawful purpose. You shall not do or fail to do anything that may endanger Love's Farm House or the persons within it or render invalid any insurance policies in respect of Love's Farm House.

Limitation of Liability

The trustees of Love's Farm House will not accept liability for any loss (including any loss of revenue) or injury sustained by you or your guests unless and only if it is attributable to the trustees' (or their authorised representatives') gross negligence.

Storage

Any equipment stored at Love's Farm House whether inside the building, in the outdoor sheds or elsewhere (the Premises), is stored at the hirer's own risk. Hirers must understand that there are a number of different groups using the Premises and sharing the storage spaces. Love's Farm House, its trustees, volunteers and employees shall not be responsible for any loss or damage to anything stored on the Premises by a hirer. Hirers agree to take reasonable steps to ensure the security of their and other hirers' equipment by ensuring that they lock cupboards and sheds after use and that they do not interfere with any equipment stored on the Premises by another hirer.

Statutory & Regulatory Requirements

You shall comply with all laws and any conditions, regulations or codes of practice made in respect of Love's Farm House by the Fire Authority, Local Authority, Local Magistrates' Court or otherwise, particularly in connection with an event which includes public dancing and music or similar public entertainment or stage plays or events which involve selling of goods.

Capacity

You shall ensure that the maximum capacity of each room of Love's Farm House is not exceeded. The maximum capacity of each room is as follows:

Whole Building - 200 people standing;

Hall - 150 people standing, or 100 people seated;

Foyer - 60 people;

Meeting Room - 20 people seated without tables, 16 people seated with tables;

Garden - 50 people.

Wireless Internet

Love's Farm House provides wireless internet access (Wi-Fi) for the convenience of its hirers and customers. However Love's Farm House cannot guarantee that Wi-Fi access will be available at all times. By allowing anyone you are responsible for as a hirer to use the Wi-Fi during your booking you confirm that they are 18 years or over or have the permission of their parent or guardian to use the Wi-Fi. You agree that you will not use the Wi-Fi for, and that you will take all reasonable precautions to ensure that anyone you are responsible for as a hirer does not use the Wi-Fi for, any unlawful, fraudulent or malicious purpose.

Use of the Foyer

Other than for Exclusive Use Bookings, hirers agree that the foyer is a shared space which may be used by all hirers and also by members of the public at certain times when the building is staffed by a representative of Love's Farm House. Hirers may use the foyer area during their booking provided that they ensure that they do so in a manner that is respectful and accommodating to other users. Any concerns about hirers or members of the public using the foyer in a manner which does not comply with the shared space ethos should be reported to the General Manager.

Loss and damage

You will compensate Love's Farm House for the cost of repair of any damage (however slight and whether malicious or accidental) done to any part of Love's Farm House and any loss suffered by Love's Farm House as a consequence of your

activities as a hirer or the activities of anyone you are responsible for as the hirer or anyone that you allow access to the premises. This includes (but is not restricted to) damage to the premises, garden, fixtures, fittings, furniture and equipment, call-out fees for false fire alarms, compensation for successful claims by third parties, reasonable professional fees in relation to claims by third parties and loss of income. Our insurance company may take steps to recover from you the cost of any malicious or accidental damage or loss caused.

Noise

All bookings must end by 10:45pm (Mondays to Thursdays) or 12:30am (Friday and Saturday nights and nights before bank holidays). You must ensure that noise is kept to a minimum and members of your group leave the premises quietly in the evening so as not to cause annoyance to residents in the locality of Love's Farm House. If a noise limiter is installed in Love's Farm House, we will provide you with information on further noise limits that you must comply with and any penalties for non-compliance.

Supervision, Safeguarding and Equality

The person whose name appears on the booking form will be deemed to be responsible for the meeting/event and will be expected to be in attendance throughout. You are responsible for the actions of people you admit to Love's Farm House as part of your booking, or who gain access to Love's Farm House because you fail to control access properly.

Hirers who use the building when there is no Love's Farm House representative on-site are responsible for ensuring that only authorised persons gain access to the building. In particular hirers must ensure that the magnetic locks on the entrance doors are set to "Exit Only" mode at all times during their use, with access controlled via the doorbell only.

Love's Farm House expects that all its hirers will have a commitment to safeguarding children, young people and adults at risk. All hirers should be aware of and act in accordance with the *Love's Farm House Safeguarding of Children and Young People Policy* and the *Love's Farm House Safeguarding Adults Policy*, both of which can be found at: www.lovesfarmhouse.com/about/policies.

Children should be properly supervised at all times. You shall be responsible for ensuring that any activities for children are carried out in accordance with all laws and child protection regulations and that only fit and proper persons have access to children while they are in Love's Farm House. The

entrance foyer and toilets in Love's Farm House are shared access and other groups may be using Love's Farm House at the same time as you, so if your group contains unaccompanied children you must be aware of and comply with all associated safeguarding requirements.

Love's Farm House is committed to equality and diversity – you must comply with the Equality Act 2010. All hirers are expected to act in accordance with the spirit of the *Love's Farm House Equality Policy*, which can be found at: www.lovesfarmhouse.com/about/policies.

Insurance

You must have adequate insurance (e.g. public liability) to protect yourself and others against all claims arising as a result of your hire and use of Love's Farm House. For ongoing bookings only, evidence of such insurance should be submitted with your agreement to hire.

Love's Farm House has hirers' liability insurance in place which covers hirers who are using the building on a one-off, non-commercial basis e.g. for a private party, provided they comply with these terms and conditions of use. All hirers are responsible for ensuring that any entertainer, caterer or other contractor they engage has their own insurance in place.

Love's Farm House has adequate public liability and buildings and contents insurance in place to cover its own responsibilities and liabilities for Love's Farm House. You may inspect our certificate of insurance on request.

Posters and copyright

You shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event taking place at Love's Farm House. You will compensate Love's Farm House for any loss arising from any action, claims and proceedings arising from fly posting or any other form of unauthorised advertisement for any event taking place at Love's Farm House. Access to noticeboards within Love's Farm House for advertising events will be available subject to space.

You must obtain the permission of Love's Farm House to use our logo on any advertising material and you will comply with all copyright laws in connection with your use of Love's Farm House.

Fire Precautions

You must read and comply with the fire notices posted throughout the building. A copy of the standard notice will be supplied to you on request. You should familiarise yourself with the fire alarm

points, the location of extinguishers and the available escape routes.

You must not prop any fire doors open, obstruct any fire doors or escape routes, damage any fire safety equipment, cause any dangerous accumulations of combustible materials to occur, or do anything likely to cause a fire risk.

In the event of a fire, your primary responsibility is to ensure the rapid and safe evacuation of the members of your group from the building.

If you know that a false alarm has been raised (for example, because you or a person you have allowed access to has accidentally triggered the alarm) you must call the number provided on the alarm panel in the front lobby and follow their instructions.

You must contact us either by telephoning your caretaker or by calling the emergency number on the noticeboard outside the building if there has been a fire alarm, even if it was a false alarm (the building may not be properly protected until we have completely re-set the system).

You must inform an authorised representative of Love's Farm House if any of the fire extinguishers have been used, whether deliberately or accidentally.

Security

Should the trustees deem that additional security is required for your event you will be duly notified at the time of booking and appropriate, additional charges added to your hire fee. When you leave Love's Farm House, you must check that all members of your group have left the building and garden before the Love's Farm House authorised representative closes and locks all doors.

Alcohol

You must tell us if you intend to provide alcohol in Love's Farm House for a **daytime** party or event. We will not permit the provision of alcohol if it is not properly licensed, or breaches our licence, or if in our view it would not be desirable. For **evening and all-day** parties, all alcohol must be provided by Love's Farm House by way of hire of the Love's Farm House Bar and hirers may not bring any alcohol onto the premises. An exception may be made for drinks for toasts and / or tables for sit-down meals, by prior agreement with the Love's Farm House Bar Manager only, in which case **corkage charges** will apply. Hirers may not sell alcohol on the Premises at any time other than by way of hire of the Love's Farm House Bar.

You shall not permit consumption of alcohol on the public highway outside Love's Farm House at any time.

Provision of Food to the Public

You must tell us if you intend to provide food to members of the public during your event, other than the provision of party food for guests attending a private party. Other than for private parties, if food is to be provided to the public you must ensure that you and anyone else who will be preparing the food holds a Food Hygiene Certificate at the appropriate level. Food containing nuts or other known allergens must be clearly labelled.

Additionally (except in the case of private parties) you must hold your own suitable public liability insurance cover for the event. Your booking will not be confirmed until you have provided Love's Farm House with copies of your Food Hygiene Certificate(s) and Public Liability Insurance.

All hirers intending to provide food to members of the public must follow the food hygiene regulations set out by the Food Standards Agency, the current guidelines for which can be found at <http://www.food.gov.uk/business-industry/caterers/sfbb/>.

Illegal Drugs

You must not allow illegal drugs on the premises.

Animals

No animals (including birds), except support dogs, are allowed in Love's Farm House, other than for a special event agreed to by the trustees of Love's Farm House. No animals whatsoever are to enter the kitchen at any time.

Garden

The garden is an escape route from the building. You must not obstruct any fire escape routes with vehicles or any other obstructions, lock or obstruct the garden gates, let off fireworks or operate a barbecue in the garden without prior consent.

Parking and Vehicle Access

Love's Farm House has two dedicated parking spaces in the adjacent car park and shares use of two disabled and three further unrestricted spaces with the attached pre-school. These spaces are situated directly beside the building and are not subject to the 45 minute limit in the remainder of the car park. There are parking bays along Kester Way (maximum stay of 2 hours Monday-Friday 8am-6pm). Pay and display car parks are available at the top of Kester Way, and on Station Square. These car parks are not owned or operated by Love's Farm House, and Love's Farm House takes no

responsibility for any loss, damage, fines, or other issues incurred in relation to use of these car parks. Please be considerate to our neighbours and do not park in a way that will obstruct residents' parking or through routes.

Smoking

It is illegal to smoke in Love's Farm House. Smoking is only permitted outside at least 5m away from any door to the building. You may not smoke in the garden when the preschool that shares the building is operating.

Your Equipment and Decorations

You must obtain our agreement in advance if you intend to introduce any materials or equipment into the premises (including the garden) that might introduce a safety hazard, cleaning problems or inconvenience to other users; for example straw, hay, sawdust, flammable drapes, glues and paints (other than art supplies), cooking equipment or equipment that consumes power in excess of 230W. We may refuse permission to introduce these items or impose additional conditions on your hire to mitigate hazards.

Deep fat fryers may not be used in the building due to exclusions in our insurance policy and the high risk of fire.

We regret that balls (including soft or sponge balls), nerf guns, roller skates, skateboards and similar equipment are not permitted for use inside the building because of the risk of damage to the windows, light fittings, disco lights and acoustic panels.

Smoke machines may trigger our fire alarm system. You must inform us if you are considering using smoke machines in the premises and we will advise whether use is permitted.

If you intend to introduce decorations or signs into the building, you must tell us about this (other than temporary decorations for private parties, which must be removed at the end of your hire slot).

Any decorations must be fitted by using masking tape only, and you must remove them at the end of your booking.

You must not use permanent or semi-permanent fittings, for example nails, screws and staples. You must not use drawing pins other than on the designated display boards- they are easily lost and are dangerous to small children. If drawing pins are used they must be collected up after use.

You must not attach anything to electrical wires, gas or water pipes, or electric, gas or water fittings.

Bouncy Castles

Hirers wishing to use a bouncy castle on the Love's Farm House premises must ensure that either:

- (a) the castle is supervised at all times by an insured attendant from the castle hire company (this will normally incur an extra charge from the castle hire company); or
- (b) they have signed the Love's Farm House Bouncy Castle Supervision Form and comply with all the terms therein.

You must inform us in writing (please email bookings@lovesfarmhouse.co.uk) that you intend to use a bouncy castle as soon as possible after making the booking and at least one week before the event date. The notification must include the name of the bouncy castle hire company, and the policy number and limit of indemnity of its public liability insurance policy. This applies whether the bouncy castle hire company or the Hirer will be supervising the bouncy castle. You will not be allowed to use a bouncy castle unless these conditions are met, and no refund will be offered to cover the cost of the castle hire or hall hire. Love's Farm House will not be responsible for any use of a bouncy castle in the building in contravention of any of the requirements of this clause.

Bouncy castles may be used in the hall only. They may not be used in the garden as there is nowhere to anchor a bouncy castle safely.

Health & Safety

Your use of any item of electrical equipment brought onto the premises is at the discretion of the trustees of Love's Farm House. Notwithstanding the above, it is your responsibility to ensure that any electrical equipment you bring onto the premises is safe to use. Use of cable tidy covers (or similar) must be used for any trailing cables, as they are a trip hazard.

You must ensure that your activities, levels of supervision, working practices and equipment comply with current health and safety legislation and guidance.

You must make reasonable provision and take reasonable care at all times for the safety of yourself and all others who might be affected by your actions.

Accidents & First Aid

All accidents or near-accidents must be notified to Love's Farm House either to any available member of staff, in writing to the trustees or via email to bookings@lovesfarmhouse.co.uk so that we can try to prevent any re-occurrence. You must also

complete the relevant section in the Love's Farm House accident book.

If there is no member of staff available, you should send a note of the accident to bookings@lovesfarmhouse.co.uk.

Certain types of accident or injury must be reported on a special form to the Local Authority – Love's Farm House will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

There may not be a trained first aider on site during your session, particularly outside normal working hours. You should ensure that you identify an appointed person to take charge of first aid arrangements during your timeslot. Regular hirers should carry out their own First Aid Needs Assessment and consider whether they need to train a first aider or bring any additional first aid equipment, based on the level of risk inherent in their activity.

There are first aid boxes in the corridor outside the Meeting Room and in the Kitchen. You must notify Love's Farm House if you use any supplies so that we can re-stock.

Preventing the Spread of Respiratory Infections

You have a responsibility to assist Love's Farm House and protect your own attendees and other users of the building who may be at higher risk from Covid-19 or other respiratory infections by taking appropriate steps to prevent the spread of respiratory infections in the building.

We strongly request that you do not attend Love's Farm House if you have any symptoms of a respiratory illness or have tested positive for Covid-19 within the last 5 days, and that you ask your attendees to do the same. Should you need to cancel a session because you have tested positive for Covid-19, we will credit the cost of the session against your next invoice. Cancellations for any other reason remain subject to the cancellation policy in these Terms and Conditions of Use.

You must risk assess your activity to determine whether any extra safety measures are required to prevent the spread of respiratory infections and protect users of the building who may be at higher risk from such infections. These may include:

- Improving air flow during your session by opening windows or external doors when rates of respiratory infections such as Covid-19 and flu are high. We strongly encourage you to keep windows and/or external doors open during your session, or to open them for a short period between different

groups of attendees, or to use the mechanical ventilation system (in conjunction with at least one open window or external door).

- Encouraging your attendees to wear face coverings if they have any symptoms of a respiratory infection or are at higher risk from respiratory infections.
- Implementing additional cleaning of the room and / or your equipment during your sessions, particularly at times when rates of respiratory infections are high.
- Reminding your attendees of the importance of good hygiene, including the “catch it, bin it, kill it” rule and the importance of good hand washing, and encouraging the use of the hand sanitiser points within the building.

Data Protection

In order to perform our duties under this contract, Love’s Farm House may collect, use, store and transfer certain types of personal data about you. Love’s Farm Community Centre CIO is the Data Controller and is responsible for your personal data. Full details of how we use your personal data, the steps we take to protect your personal data and your legal rights to access, amend or request erasure of your personal data can be found in the Love’s Farm House Privacy Policy at <https://lovesfarmhouse.com/about/policies>.

Love’s Farm House will not collect, store or process data relating to your clients or customers. You remain responsible for such data. When you collect, store, process and/or use personal data for your clients or customers in relation to your use of Love’s Farm House under this contract, you must comply with all applicable data protection law, including but not limited to the General Data Protection Regulation.