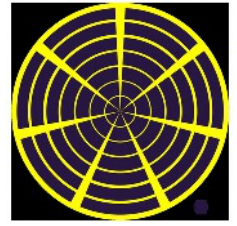


Lewes Subud Centre



Lewes Subud Centre • Talbot Terrace, Lewes, Easy Sussex. BN7 2DS

Call: 01273 359 953 • Email: office@lewessubudcentre.co.uk

Conditions of Use and Hire

Throughout this document:

- Lewes Subud Centre is referred to as “we”; “our” is to be construed accordingly and “we” and “us” mean and include the Charity Trustees and its Property Manager.
- The person(s) hiring named as the Person Responsible for the Hire in the Hire Agreement are referred to as “you”; and “your” is to be construed accordingly.
- Where you must seek our consent, tell us about something or give us something, or make a complaint, your Person Responsible named in the Hire Agreement must speak/write to and seek consent from our Property Manager in the first instance (his details are at the top right of this page). If the matter is urgent and important and our Property Manager is not available, your Person Responsible should contact the Trustees direct.

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from the Property Manager without delay.

1. Age

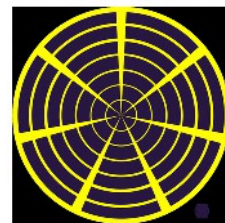
You, not being a person under 18 years of age, hereby accept responsibility for being in charge of and being present in the spaces in the premises at all times when your clients/colleagues or the public are present; for ensuring that all the Terms and Conditions of Hire and Use in this document are met; and in the case of each hire/booking for ensuring that you adhere to all the Booking Details you have agreed, most particularly concerning spaces, activities and the number of people in those spaces.

2. Supervision

During the period of the hire, you are responsible for:

- (i) supervision of the hire spaces, their fabric, and fittings and the contents that we have left for you in the spaces and for any contents you introduce to the spaces;
- (ii) care of the hire spaces, safety from damage however slight or change of any sort; and
- (iii) the behaviour of all persons using the spaces whatever their capacity;
- (iv) the continuous supervision of any children present, wherever they are on the premises;

Lewes Subud Centre



Lewes Subud Centre • Talbot Terrace, Lewes, East Sussex. BN7 2DS

Call: 01273 359 953 • Email: office@lewesubudcentre.co.uk

You must report to the Property Manager any damage to our property and its contents. As directed by us, you must also make good or pay for all damage (including accidental damage) to the premises or to its fixtures or fittings.

3. Use of premises

You must only use the spaces on the premises that are specified in your Booking Details and must not use those spaces for any purpose other than that described in your Booking Details.

You must not:

- (i) sub-hire, sub-let or otherwise assign the premises to any other person or organisation.
- (ii) use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way.
- (iii) do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.
- (iv) allow the consumption of alcohol except when consumed with food.

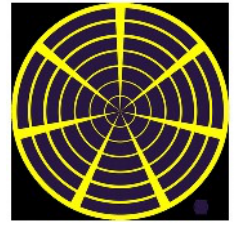
4. Access to the premises

You will be given full instructions on how to open and close the premises and how to operate our security alarm system. You will be issued and sign for a set of keys at the start of your hire, which must be returned at the end of your hire, or, if you hire regularly, at the end of your regular hires. Any keys that have not been returned within a week of the end of the hire will be automatically invoiced to you at the rate of £5 per key, payable within seven days of the date the invoice was emailed to you.

5. Insurance and indemnity

- (i) You are liable for:
 - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises
 - (b) the cost of repair of any damage (including accidental and malicious damage) done to our WiFi service
 - (c) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of

Lewes Subud Centre



Lewes Subud Centre • Talbot Terrace, Lewes, Easy Sussex. BN7 2DS

Call: 01273 359 953 • Email: office@lewesubudcentre.co.uk

property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service.

(d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the spaces and/or the use of our WiFi service, and subject to sub-clause (ii), you must indemnify us against such liabilities.

(ii) We have taken out adequate insurance to insure the liabilities described in sub-clauses (i)(a) and (b) above. However, we will hold you liable to pay the insurance excess stipulated in our insurance policy in relation to any such damage (currently £250).

(iii) We will hold you responsible for any claims arising under sub-clauses (i) (c) and (d) and will require you to pay in full for any such claims, losses and damages. We therefore strongly advise you to take out adequate insurance to insure your liability in relation to sub-clauses (i) (c) and (d)

(iv) We have public liability insurance and are insured against any claims arising out of our own negligence, but are not covered against claims arising from your negligence, for which you will be fully liable.

6. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

7. Music copyright licensing

We do not hold relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) and, where appropriate, you must hold such licence(s).

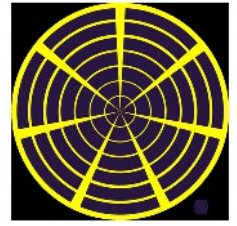
8. Music

You must have our written permission for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.

9. Film

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. This Agreement confers the required permission on you. (The Deregulation Act 2015 requires you to have our written permission to show a film).

Lewes Subud Centre



Lewes Subud Centre • Talbot Terrace, Lewes, Easy Sussex. BN7 2DS

Call: 01273 359 953 • Email: office@lewessubudcentre.co.uk

10. Safe guarding children, young people and vulnerable adults

You must ensure that activities for children, young people and vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

11. Public safety compliance

You have a responsibility to ensure your activities/equipment/substances etc do not cause risks to the health or safety of yourselves or others. You must comply with all relevant health and safety procedures, legislation, and guidance, and with any conditions and regulations in our fire risk assessment, particularly when children will be using the spaces. You must also comply with the health and safety guidelines we will provide to you.

Your Person Responsible, as named in the Hire Agreement, automatically takes the role of Fire Marshall throughout your hire. You may appoint another adult to take this role, but in either case you must ensure that any person so appointed understands their role.

(i) You must call the Fire Service to any outbreak of fire, however slight, and give details to our Property Manager immediately.

(ii) You will be given instructions in the following matters and must acknowledge receipt of them:

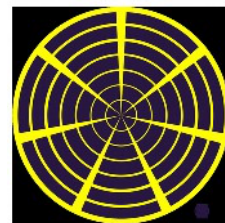
- The action to be taken in event of fire, including calling the Fire Brigade and evacuating the premises.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box and first aid facilities.

(iii) At the beginning of each hire you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free exit.
- That any fire doors are not wedged open.
- That there are no fire-hazards in the spaces you use.

12. Noise and nuisance

Lewes Subud Centre



Lewes Subud Centre • Talbot Terrace, Lewes, Easy Sussex. BN7 2DS

Call: 01273 359 953 • Email: office@lewessubudcentre.co.uk

You are asked to ensure that noise is kept to within levels that are not likely to disturb other hirers or neighbours. Please see further information about noise and nuisance in the Special Conditions of Hire.

13. Food, health and hygiene

You must, if preparing and serving food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

14. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

15. Stored equipment

With our written agreement you may store specified property or equipment on the premises. We accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property you introduce to the premises (other than agreed stored equipment) must be removed at the end of each hire.

We may, in our discretion, dispose of any items left by you after the end of your hire, by sale or otherwise on such terms and conditions as we think fit.

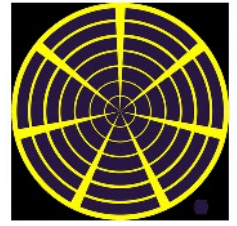
16. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

17. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to any person to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre. Our Property Manager will give assistance in completing this form and can provide contact details of the Incident Contact Centre.

Lewes Subud Centre



Lewes Subud Centre • Talbot Terrace, Lewes, East Sussex. BN7 2DS

Call: 01273 359 953 • Email: office@lewesubudcentre.co.uk

This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

18. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.

19. Heating

You must ensure that no unauthorised heating appliances are used on the premises without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

20. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises, but must otherwise obtain our permission to bring any other animals on to the premises.

21. Flyposting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any activity taking place at the premises, and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

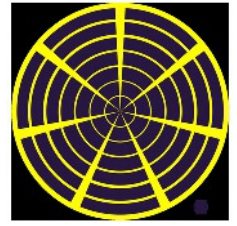
22. Sale of goods

You must ask our permission to sell goods on the premises, and, if given permission, must comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Alcoholic drinks cannot be sold on the premises.

23. WiFi Internet Access Services

Lewes Subud Centre



Lewes Subud Centre • Talbot Terrace, Lewes, Easy Sussex. BN7 2DS

Call: 01273 359 953 • Email: office@lewessubudcentre.co.uk

When using the WiFi Internet Access service you agree at all times to be bound by the following provisions and conditions:

(i) Not to use the WiFi Internet Access Service for any for the following purposes:

(a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;

(b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;

(c) interfering with any other persons use or enjoyment of the WiFi service; or

(d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;

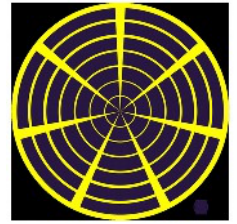
(ii) To keep confidential and not to disclose to any third part any username, password, or any other information which forms part of the WiFi service or its security procedures.

(iii) Although we aim to offer the best Wifi service possible, we make no promise that the Wifi service will meet your requirements. We cannot guarantee that our Wifi service will be fault-free or accessible at all times.

(iv) It is your responsibility to ensure that any device used by you is compatible with our Wifi and is switched on. The availability and performance of our Wifi service is subject to all memory, storage and any other limitations in your device. Our Wifi service is only available to your device when it is within the operating range of a Wifi point.

(v) We are not responsible for data, messages, or pages that you may lose or that become mis-directed because of interruptions or performance issues with our Wifi service or communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wifi service. Network speed is no indication of the speed at which your WiFi enabled device service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

Lewes Subud Centre



Lewes Subud Centre • Talbot Terrace, Lewes, Easy Sussex. BN7 2DS

Call: 01273 359 953 • Email: office@lewessubudcentre.co.uk

24. Termination of the WiFi Service

We have the right to suspend or terminate our WiFi Service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal;
- (ii) if you cause any technical or other problems to our Wifi service;
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our Wifi service;
- (iv) if you resell access to our Wifi service; or
- (v) if you use our Wifi service in contravention of the terms of these Standard Conditions.

25. Privacy and Data Protection

- (i) We may collect and store personal data through your use of our Wifi service.
- (ii) We may process all information about you which is provided in relation to our Wifi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wifi service.
- (iii) By using our Wifi service, you agree to the terms of this clause 24. If you would like more information or object to anything in these conditions, you should speak to the Property Manager.

26. Cancellation

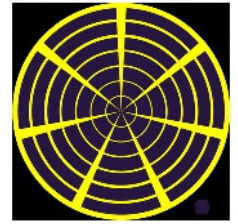
If you wish to cancel the hire before the start date of your hire the following conditions apply:

- (i) If you cancel a booking 14 days or more before the Hire starts, we will refund the full booking charge you have paid.
- (ii) If you cancel a booking 13 to 7 days before the Hire starts, we will refund you half the booking charge you have paid.
- (iii) We reserve the right to cancel your hire by giving you written notice in the event of:

If you cancel your booking less than 7 days before the Hire starts, you will not receive any refund.

- (i) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;
- (iv) an emergency requiring use of the premises as a shelter for the victims of flooding, snow-storm, fire, explosion or those at risk of these or similar disasters.

Lewes Subud Centre



Lewes Subud Centre • Talbot Terrace, Lewes, East Sussex. BN7 2DS

Call: 01273 359 953 • Email: office@lewessubudcentre.co.uk

In any such case you will be entitled to a refund of the charges you have paid for the hires you will be denied, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

27. End of hire

All tables and chairs and any equipment should be returned to their original position. You are responsible for leaving the spaces hired and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise, and must remove all your contents from the spaces except those that we have agreed you may leave in place at the end of the hire. You must remove any rubbish or recyclable materials you have introduced.

28. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval.

29. No right of tenancy or occupancy

This Agreement constitutes permission only to use the spaces on the premises and confers no tenancy or other right of occupation on you.