

# Terms and Conditions of Hire and Use

*Applicable to all Heritage Farm properties including Deslisles Methodist Chapel*

**“We”** and **“Our”** refers to Heritage Farm Guernsey including any owners, proprietors, volunteers or staff members, along with all facilities, properties and assets.

**“You”** and **“Hirers”** refers to the renters and users of the space.

**“Site”** and **“Premises”** refers to any Heritage Farm Guernsey property including Deslisles Chapel, Deslisles Farm, Rue Deslisles properties and any other overseen by members of Heritage Farm Guernsey

## Operating hours

We accept bookings based on “sessions” which follow the timings listed below. Any booking not made for the start of these booking times will not be accepted and you will be contacted to arrange a new time that fits into our booking times:

- 8am - 12noon
- 1pm - 5pm
- 6pm - 10pm

## Booking

When booking the site we ask that you specify what you are going to use the space for, we would also ask that you include the name of your business or group (if applicable) along with a brief outline of what you want to use the space for in the “Your message for the merchant” section of the booking form (i.e. AB Company, Annual General Meeting of Shareholders or XYoga, Yoga Class for Beginners). Anyone who does not include this message may expect their booking request to be cancelled as we need to know what the site will be used for. Please see a guide to booking type below:

- **Meeting** refers to any business, social or private meeting with invited participants for an organisation - i.e. AGM, monthly club meeting, etc
  - **Private party** refers to any Birthday, anniversary, memorial, etc.
  - **Class/Lesson** includes but is not limited to: health and wellbeing such as yoga, aerobics, etc.; creative arts such as dance, language, crafts, etc.
  - **Social or club gathering** refers to any group being run for an activity to take place, such as choir practice, Guide/Scout/equivalent sessions, meditation circles, etc.
1. We reserve the right to refuse requests for hire and/or admission to the facilities to any person or persons at our discretion, any activity may be reviewed to ensure it aligns with our mission or priorities.
  2. Booking times must be adhered to as there may be a session either before or immediately following yours. Your booking must include any time required to set up/clear away which includes third party equipment e.g. bouncy castles and any other party provision. The Hirer is responsible for ensuring the site is left in the same condition as you found it.

## **Cancellations & Refunds**

1. Cancellations 72 hours before the booking is due to commence will face no financial penalty and may be entitled to a full refund. Cancellations between 72 - 48 hours before the booking is due to commence will face a financial penalty of 10% of their booking fee. Cancellations between 48 - 24 hours before the booking is due to commence will face a financial penalty of 20% of their booking fee. Cancellations within 24 hours before the booking is due to commence will face a financial penalty of at least 50% of their booking fee with the percentage increasing the closer to your event start time. Any cancellations would mean that future bookings would be monitored to ensure this cancellation and refund policy is not being abused.
2. Pre-paid bookings will be eligible for a full refund if cancelled 48 hours before the booking is due to commence - barring an 'Act of God' which would cause the event to be called off any later than this. If booking is cancelled within 48 hours before the booking is due to commence a refund may not be eligible for a refund. Unpaid bookings that are cancelled within 48 hours before the booking is due to commence will be required to pre-pay for any future bookings. This may mean future bookings might not be approved. If an event is cancelled by Heritage Farm Guernsey for any reason you will be eligible for a refund.

## Liability

1. Anyone attending the premises or surrounding area, including the car park does so at their own risk. To the extent permissible by law. We accept no liability for injury, damage or loss to any person or their property however caused.
2. By booking with us to use the site you acknowledge and agree that you are responsible for having adequate insurance for the activities you are carrying out on the site. Any accidents, incidents, injuries, etc. are your sole responsibility and we are not liable for any damages that may occur during or due to time spent at the site.
3. Hirers must ensure that they employ third party providers of equipment and or services e.g., inflatable play equipment, entertainment, catering etc. that those providers have full liability insurance in place otherwise Hirers may be held personally liable in the event of accident, injury or other claim.
4. Hirers are responsible for damage caused by anyone attending their session/event/function and you may be rendered liable for repair costs. Any such damage must be reported to Heritage Farm Guernsey or member of staff on duty. If you know that your planned activity may cause damage then you are asked to contact Heritage Farm Guernsey to discuss preventative measures (this includes but is not limited to activities such as tap dancing which may cause excess damage to the wooden floors, etc.).
5. The Hirer is responsible for acquiring any licences or permits to hold their planned activity (this includes but is not limited to music, film and performance rights and permits).
6. No children may be admitted to films if they are below the age of classification of the film.
7. Hirers are responsible for ensuring that every room occupied by young people under the age of 18 is supervised by an adult(s) in accordance with current relevant safeguarding guidelines.
8. Please park considerately in the car park, as there may be many other people using the car park. We can not guarantee parking.
9. No items or vehicles are to be left on the premises overnight unless by prior arrangement with Heritage Farm Guernsey
10. Hirers are responsible for ensuring that the activities in the areas booked are properly supervised during the period of hire to ensure no nuisance or annoyance arises. We ask that everyone be mindful of general noise transference and in particular music must be kept to a reasonable level whilst on the premises, including in the car park.

11. Permission must be given by an individual adult, or a parent/carer in respect of children under the age of 18, before any photographs of them are taken, or any photographic material of them whatsoever is obtained, stored, and shared on any platform whatsoever. Where possible the name of an individual child should not be used.
12. Hirers are expected to follow the rules and regulations set out by the Public Building Certificate which is displayed on the premises. This includes, but is not limited to, ensuring that the number of people in the building at any one time does not exceed 60 persons.

## Health & Safety

1. Please advise Heritage Farm Guernsey if you wish to bring alcohol onto or consume alcohol on the premises. The sale of alcohol is not permitted unless an Occasional or Temporary Permit has been granted by the relevant authority.
2. Abusive behaviour (whether physical, verbal, sexual, bullying, exclusion or neglect) will not be tolerated and we reserve the right to refuse use of the space with no need to supply a refund should we witness or be subject to.
3. Anyone attending the premises should familiarise themselves with the location of the nearest defibrillator (located inside the front automatic doors at Les Beaucamps High School - this may not always be available due to school opening times), fire exits and fire extinguishers, emergency evacuation procedures and alarm controls. You/hirers should discuss such procedures and controls with members of their groups.
4. Any accident or injury sustained on the premises must be reported to Heritage Farm Guernsey immediately and the accident book in the main foyer must be completed. First Aid kits can be found in the kitchen and the main foyer.
5. Smoking and E-Cigarettes (including Vapes, etc.) is not permitted on any part of the site and up to 10 metres from the building in line with current legislation; Smoking (Prohibition in Public Places and Workplaces) (Guernsey) Law 2005.
6. Anyone attending the site must ensure that all doorways, stairways, hallways, fire exits, and other entrances and exits are always kept free from obstruction in accordance with Fire Safety Regulations.
7. Hirers will read and enact all guidance and information on Fire Safety for the site and will be the 'Responsible Person' in the event of a fire or emergency unless they appoint another person in attendance as the 'Responsible Person'.
8. No explosives, gas containers or any highly flammable substances or materials shall be brought onto the premises or used at any time.
9. The use of naked flames (candles, night lights or oil lamps etc.) are not permitted within the building at any time unless prior permission has been granted by Heritage Farm Guernsey.
10. With the exception of Guide Dogs and Therapy Dogs no animals are permitted within the building without prior permission has been granted by Heritage Farm Guernsey.
11. As mentioned above: Hirers are expected to follow the rules and regulations set out by the Public Building Certificate which is displayed on the premises. This includes, but is not limited to, ensuring that the number of people in the building at any one time does not exceed 60 persons.

## Expectations

1. No unlicensed gambling, entertainment of a sexual nature or use of recreational drugs/narcotics is permitted on the premises.
2. No children may be admitted to films if they are below the age of classification of the film.
3. Hirers are responsible for ensuring that every room occupied by young people under the age of 18 is supervised by an adult(s) in accordance with current relevant safeguarding guidelines.
4. No glitter or confetti balloons to be used in the premises unless prior permission has been granted by Heritage Farm Guernsey.
5. No advertising or commercial material, including notices, posters etc. can be displayed either inside or outside of the site unless by prior arrangement with Heritage Farm Guernsey.
6. Kitchen facilities when booked and paid for include kettle, oven and hob, fridge and sinks. You are welcome to view beforehand if necessary. Please note that there are no sharp knives on the premises, and you will therefore need to bring your own, should you have a cake to cut or food to prepare.
7. On arrival Hirers should ensure that the rooms and equipment booked are fit for purpose. Any problems should be reported to Heritage Farm Guernsey before your session commences as failure to report damage may render you liable for repair costs. Any damage caused by anyone attending your session/event/function must be reported to Heritage Farm Guernsey immediately. If you have any problems with the premises or equipment and need urgent help, please call Heritage Farm Guernsey for advice.
8. At the end of the session/event/function the Hirer must ensure that:
  - All rooms are left clean and tidy as you found them. Chairs and tables should be wiped down. A cleaning charge may be made if rooms are not left clean and tidy.
  - All lights, heaters, electrical equipment that may have been used are switched off and windows closed.
  - Check toilet areas are left clean and tidy after your event and flush toilets, as necessary.
  - Rubbish generated must be taken away with you (other than small amounts of litter which can be placed in appropriate bins provided). On no account should bags containing rubbish and perishables which may attract pests be left outside the building.