

PEASLAKE VILLAGE HALL.

**THE SPOTTISWOODE MEMORIAL HALL, otherwise THE WAR AND SPOTTISWOODE
MEMORIAL HALL (Registered Charity No. 200,518)**

**CONDITIONS FOR THE HIRE OF THE PEASLAKE VILLAGE HALL (PRIVATE HIRE),
FEBRUARY 2019 EDITION**

1. MEANINGS

In these conditions the following expressions shall have the following meanings:-

“the Owner” shall mean the above-mentioned registered charity known as The Spottiswoode Memorial Hall, Peaslake Village Hall otherwise the War and Spottiswoode Hall

“the Hall” shall mean the village hall owned and administered by the Owner and situated at Walking Bottom, Peaslake, Guildford, Surrey GU5 9RR

“the Committee” shall mean the Committee of Management of the Owner

“the Hirer” shall mean the person or persons who has or have hired the Hall under a booking agreement

2. USE OF THE HALL and CARE and SUPERVISION

1. The Hirer shall not use the Hall for any purpose other than the “Purpose of Hire” shown on the booking agreement. The Hirer must be over 18 years of age.
2. The Hirer shall be in personal attendance at the Hall throughout the period of hire
3. The Hirer shall not sublet the Hall
4. The Hirer shall **not sell nor permit the sale of alcohol at the Hall without first obtaining permission from the Hall Committee and then obtaining the appropriate license from Guildford Borough Council. Subject to (4) below.** (The Hall is limited to how many Temporary licenses that can be issued in one year)
5. The Hirer shall ensure that the Purpose of Hire finishes no later than 23.45 on the date of hire
6. The Hirer will during the period of the hire be responsible for the supervision of the Hall and the contents, their care, safety from damage however slight or change of any sort and the behavior of all persons using the Hall whatever their capacity including proper supervision of the car parking arrangements so as to avoid obstruction of the highway
7. The Hirer before the start of an event will explain to those present where the exit doors are and that if a fire is discovered to shout “FIRE” and help evacuate the building. If the building is evacuated because of a fire no person may re-enter the building without the authorisation of a Fire Officer.
8. The Hirer must ensure that there is a designated responsible person to take charge of an evacuation in case of an emergency as well as appointing sufficient persons responsible for the opening of the five fire/emergency exit doors in the case of fire or emergency. Fire extinguishers are placed by all exit doors, these should only be used if safe to do so.
9. No person under the age of 18 is permitted in the kitchen or equipment store.
10. Whether or not the Purpose of Hire constitutes a licensable activity within the meaning of the Licensing Act 2003 the Hirer shall promote the licensing objectives as set out in section 4(2) of that Act, namely:-
 - a. the prevention of crime and disorder
 - b. public safety
 - c. the prevention of public nuisance
 - d. the protection of children from harm
11. No electrical equipment may be brought into or used in the Hall unless it has a valid PAT certificate
12. Any form of Portable heaters are not allowed into the Hall.
13. Children under 18 are not permitted on the stage without the prior permission of the Committee.
14. The Hirer is responsible for their own Risk Assessment and Health and Safety Policy for their event.
15. The Halls First Aid Box and Accident Book is situated in the kitchen. The cupboard is suitably marked with the appropriate sign. If used please inform a Committee Member accordingly.

16. Bouncy Castles or similar are not permitted in the Hall or its grounds, unless the hirer personally indemnifies the Hall and Committee from all and any claim and at the time of booking gives the booking secretary a copy of an valid all risk insurance policy to cover any and all claims that might arise from its use.

17. The Hall has 24 6ft tables 10 4ft tables and 140 chairs, hirers are asked not to stick numbers or mark the tables and chairs in any way, a fee will be charged if this is not adhered to.

3. LICENSING ACT 2003

The Hall is licensed under the above act for the provision of regulated entertainment and for the provision of entertainment facilities. Where the Purpose of Hire constitutes a licensable activity under the provisions of the Act the Hirer acknowledges receipt of the Hall's Operating Schedule and Licensing Conditions and, in addition to any other obligation imposed on the Hirer by these conditions, will:-

- a. comply with the Hirer's obligations under the Act
- b. without prejudice to the generality of the foregoing promote the licensing objectives as set out in condition 2(6) above
- c. comply in all respects with condition 10 below (relating to Fire Safety and Public Safety)
- d. not use at the Hall any materials of a combustible nature nor any heating appliance
- e. comply with the licensing hours as set out in the Operating Schedule
- f. use the Hirer's best endeavours to ensure that attendees depart the vicinity quietly
- g. comply, where appropriate, with the requirements concerning the protection of children from harm being part of the said Licensing Conditions

4. SALE AND USE OF ALCOHOL

1. THE HALLS POLICY IS THAT NO PERSON UNDER THE AGE OF 18 MAY COMSUME ALCOHOL ON THE PREMISES OR GROUNDS.
2. The Hall is **not** licensed for the sale of alcohol. Accordingly the sale and/or supply of alcohol in circumstances which amount to a licensable activity under the Licensing Act 2003 is strictly prohibited
3. If the Hirer fails to obtain the Committee consent to apply for a license, but applies to the relevant licensing authority (being Guildford Borough Council) for a temporary event notice ("TEN") under section 100 of the Licensing Act 2003 then the booking shall be automatically cancelled immediately without need of notice to that effect from the Owner or from the Committee
4. If the booking is cancelled under sub-condition (2) of this condition then the Hirer shall remain liable to pay the whole of the booking fee (and any deposit paid shall be forfeited) but neither the Owner nor the Committee shall be responsible to the Hirer for any losses incurred by the Hirer as a result of such cancellation

5. PERFORMING RIGHTS and OTHER LICENCES

The Hirer shall be responsible for obtaining at the Hirer's sole expense all and any performing rights and other licences which may be required in connection with the Purpose of Hire

The Hall does have in its own right both PRS and PPL licences.

6. ACCESS and EGRESS and CAR-PARKING

1. The key to the Hall shall be collected from the Booking Secretary (whose contact details are shown on the booking agreement) immediately prior to the commencement of the hire and shall be returned to the Booking Secretary immediately after the period of hire has finished
2. Prior to returning the key to the Booking Secretary the Hirer must ensure that the "Clearing Up" procedures detailed in the next condition are fully complied with

3. The Hirer shall ensure that no more than seven motor vehicles are parked within the curtilage of the Hall such vehicles to be parked in the designated car-parking spaces marked out
4. Specifically, vehicles may not be parked in front of the Hall (which must be kept clear for access by emergency vehicles) and the right of way at the north side of the Hall must be kept clear at all times

Informative - a public car park is available in Pond Lane at the rear of "The Hurtwood Inn Hotel" and further parking is available at the Hurtwood Control Car Park approximately 200 metres further along Walking Bottom on the left-hand side heading out of the Village

7. CLEARING-UP

1. At the end of the period of hire the Hirer shall:-
 - a. clean the Hall and its fittings and appliances (equipment in the Equipment Store may be used for this purpose) so as to leave the Hall in as good a condition as at the commencement of the hire
 - b. return all contents furniture temporarily moved for the Purpose of Hire to their original position
 - c. remove all rubbish generated by the Purpose of Hire using the Hirer's own bags so that **no rubbish nor rubbish bags is or are left either inside the Hall or in the curtilage of the Hall**
 - d. remove all items (including chemical cleaning materials) brought to the Hall by the Hirer
 - e. ensure that all windows are shut
 - f. ensure that the hot water heater (located on the wall in the kitchen above the wash hand basin) is switched off
 - g. ensure that all lights, including internal, external and emergency lights are switched off
 - h. ensure that all doors, including the two fire escape doors are securely closed

Informative - there is an air pressure time switch on the left hand side of the main entrance door (viewed from the inside) - upon vacating the Hall when dark, depress this switch, turn off the "Exit" light switch, and the external lights will remain illuminated for a sufficient time to enable the car park to be vacated

8. INSPECTION OF THE HALL

The Hirer acknowledges that the Hirer has inspected the Hall (including the kitchen) prior to entering into the booking agreement and is aware of the facilities provided and is further aware that no further facilities will be provided by the Owner. The Hirer acknowledges that the facilities provided are suitable for the Purpose of Hire.

9. FOOD SAFETY

Where the Purpose of Hire includes the provision of food to attendees, the Hirer acknowledges that it is the Hirer's responsibility to ensure that food is handled safely and hygienically in accordance with the relevant statutory regulations in force from time to time (currently The Food Safety Act 1990, 2000, 2006, 2013, 2014, 2015, the European Community Food Hygiene Regulations and the Food Safety (Temperature Control) Regulations 1995 & amendments) and it is a requirement of the booking that the Hirer complies or ensures compliance with such regulations.

Informative - without prejudice to the Hirer's responsibilities under this condition, the Hirer's attention is drawn to the leaflet on "Tips when catering for large functions" and the "Guide to Food Hygiene" copies of which can be found in the Hall User's Manual located in the kitchen in the Hall.

10. FIRE SAFETY and PUBLIC SAFETY

The Hirer must:-

- a. not use any materials of a combustible nature nor use any unauthorised heating appliance
- b. make themselves aware of the location of fire exit routes and of fire extinguishers
- c. ensure that all fire exits are kept clear and unobstructed at all times
- d. ensure that, where appropriate, the emergency exit lights are kept lit throughout the Purpose of Hire
- e. ensure that the Fire Service is called at the outbreak of any fire, however slight
- f. ensure that the capacity of the Hall - i.e. 140 seated, otherwise 180 - is not exceeded
- g. ensure that no activity is carried out which may involve danger to the public
- h. advise a member of the Committee of any problems relating to public safety
- i. ensure that no electrical equipment/appliance is brought into the Hall without a valid PAT certificate.

Informative -a public telephone is available in The Hurtwood Inn Hotel and there is a public telephone box within about 50 metres of the Hall on the corner of Radnor Road (to the right of Peaslake Village Stores)

11. HEATING

The Hall heating will be pre-timed to operate for the appropriate period of the period of hire. In the event of any difficulty the Hirer's attention is drawn to the notice concerning heating which is affixed to the notice-board to the left of the door into the waiting-room. On no account should the controls be interfered with otherwise than in accordance with those instructions. The Hirer must ensure that neither thermostat in the Hall's main room is altered

12. SMOKING

Smoking is not permitted in any part of the Hall.

It is illegal to smoke in a public place under the Health Act 2006 which came into effect on the 1st July 2007.

13. INTERNET

The Hall has its own WiFi for the use of hirers for the duration of hire, subject to the use is in accordance with the Halls Broadband policy. Details from the Booking Secretary.

14. MISCELLANEOUS

1. No decorations are permitted without the express permission of the Bookings Secretary
2. The use of laser lighting effects is not permitted
3. No freezers are to be brought into the Hall
4. Nothing shall be attached to the emulsion wall surfaces by adhesive tape, blue tack, drawing pins etc.
5. The piano is not to be used without the express permission of the Bookings Secretary
6. The stage lighting equipment belongs to the Peaslake Players and must not be used or tampered with save with the express consent of the Peaslake Players
7. Then Hirer will permit access to the Hall on demand and without charge or hindrance at any time during the period of hire to police officers, local council officers, Fire Brigade officers and members of the Committee
8. The Hall has for the use of the hirer 24 6ft tables, 10 4ft tables and 140 chairs. The use of stickers or any form of numbering/markings on chairs, tables or floor is not permitted. A charge to remove any markings will be made to cover the cost of doing so.

15. CANCELLATION

1. If the Hirer cancels the booking within 28 days of the Date of Hire then the full hire fee will remain due and payable
2. The Owner expressly reserves the right to cancel the booking if the Hall is required for use as a Polling Station for any Parliamentary or Local Government election.
1. The Owner expressly reserves the right to cancel the booking if the Hall or any part thereof is rendered unfit for the Purpose of Hire

1. If the booking is cancelled under either sub-condition (2) or (3) then the Owner will return any deposit paid by the Hirer but shall not be liable for any loss or damage of whatever nature suffered or incurred by the Hirer as a result of such cancellation

16.INDEMNITY BY THE HIRER

The Hirer will indemnify the Owner and, as a separate indemnity, the Committee and each and every member of the Committee for all and any cost claim liability expense or damage incurred as a result of the Hirer's use of the Hall including, but not limited to, any such cost claim liability and expense or damage arising out of the breach by the Hirer of any of these conditions

17.EXCLUSION OF LIABILITY

Neither the Owner nor the Committee nor any member of the Committee shall be liable to the Hirer or to any person using the Hall as a result of the booking agreement for any loss damage or injury arising out of the Hirer's use of the Hall

[Memorial Hall: conditions-February 2019-private hire]