



PEASLAKE VILLAGE HALL

The War and Spottiswoode Memorial Hall
Registered charity no. 200618

CONDITIONS OF HIRE

1. MEANINGS

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

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

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

1.3 "the Committee" shall mean the Committee of Management of the Owner

1.4 "the Hirer" shall mean the person or persons who hire the Hall and shall where the context admits include their employees and volunteers

1.5 "the Purpose of Hire" shall mean the purpose for which the Hall is booked as indicated by the combination of Event Name, Booking Type, Description of event/activity planned and any other information given on the electronic booking form or otherwise communicated to a representative of the Owner

2. THE HALL'S POLICIES

2.1 Hirers must read and familiarise themselves with the Hall's policies (including these Conditions of Hire) all of which are published on the website. The attention of Hirers is drawn in particular to the Health & Safety Policy, the Safeguarding Policy and the Fire Policy, the latter setting out fire precautions and procedures.

2.2 The Hirer is responsible for their own Risk Assessments and Health and Safety Policy as appropriate for their particular event.

2.3 All Hirers who wish to use the Hall for activities involving children and adults at risk (other than private parties arranged for invited friends and family only) confirm by proceeding with the booking that EITHER:

(a) they have their own Safeguarding Policy (a copy of which will be supplied to the Committee if requested) and have carried out any relevant DBS checks/received appropriate training

(b) OR that they understand, and will adhere to, the Hall's Safeguarding Policy

3. INSURANCE

3.1 It is the Hirer's responsibility to ensure that they have adequate insurance for their event and/or that any third party equipment or service provider is appropriately insured.

3.2 However, in certain limited circumstances it may be possible for a Hirer to benefit from public liability insurance for their event under the Hall's own policy. For further details, please refer to the Hirer's Public Liability Insurance and Indemnity Agreement which is published on the Hall's website.

4. USE OF THE HALL

4.1 The Hirer acknowledges that they have inspected the Hall (including the kitchen) prior to booking, that the facilities provided are suitable for the Purpose of Hire and that no additional facilities will be provided by the Owner.

4.2 The Hirer shall not use the Hall for any purpose other than the Purpose of Hire and shall not sublet the Hall.

4.3 The Hirer must be over 18 years of age.

4.4 Smoking is not permitted in any part of the Hall. It is illegal to smoke in a public place under the Health Act 2006.

4.5 Maximum capacity for any event in the main Hall is 140 seated, otherwise 180. In the rear Studio, maximum capacity is 35 seated, otherwise 50 and the Committee Room maximum capacity is 8. Hirers must ensure that capacity is not exceeded.

4.6 The Hall has 25 large (6ft) tables, 32 small/medium tables and 164 folding chairs available for use.

4.7 The piano is not to be used nor moved without the express permission of the Bookings Secretary.

4.8 Bouncy castles, or similar types of equipment, for use by children over the age of 2 years are permitted inside the Hall only. Use anywhere outside in Hall grounds, or by adults or children under two is not permitted. Whether or not the Hirer is relying upon insurance cover under the Hall's policy, the safety conditions listed in the document Hirer's Public Liability Insurance and Indemnity Agreement (published on the website) must be followed.

4.9.1 The Hirer shall be in personal attendance at the Hall throughout the period of hire. In the case of a nominated representative under 4.9.2 below, the Hirer remains fully responsible for the actions of attendees and nominated representatives during the period of hire.

4.9.2 In cases where it may not be practicable for the original named Hirer always to be present, the Hirer must (via the Booking Secretary) nominate a representative(s) to undertake the duties and responsibilities of the Hirer, who shall ensure that any such representative(s) familiarises themselves and agrees to comply with these Conditions of Hire.

A nominated representative may be:

- a) In the case of a club or society, collectively the club or society committee or other responsible members present
- b) In the case of a group activity such as pilates, the adult group instructor or leader present
- c) In the case a community activity such as Peaslake Fair, collectively such adult organisers, committee members or designated adult volunteers as are present

4.10 The Hirer shall ensure that the Purpose of Hire finishes and the Hall is vacated promptly at the end of the contracted hire period. For "all day" or "evening" hires this is no later than 23.45 hours. No persons may remain in the Hall overnight.

4.11 During the period of hire, the Hirer is responsible for the care and supervision of the Hall and its contents. This includes taking reasonable steps to clean any accidental marks from surfaces or reimburse repair of damage so that the Hall can be handed on in good condition to future users.

4.12 The Hirer is also responsible for the behaviour 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 and the neighbouring driveways to the north and south of the car park.

4.13 Any items brought into the Hall by the Hirer, or participants of the Hirer's event or activity, remain the responsibility of the person who brought them and at their own risk. Any such items must be removed at the end of the contracted hire period. Where the Hall is hired for two or more consecutive days Hirers may, by prior agreement with the Bookings Secretary, leave equipment or other items in the Hall overnight at their own risk. No food items should be left out overnight unless in sealed containers.

5. DECORATION OF THE HALL/MARKING OF FURNITURE

5.1 Hirers who would like to decorate the Hall must obtain permission via the Bookings Secretary.

5.2 Because of the damage to paintwork, nothing shall be attached to painted surfaces (walls, doors, radiators etc) by adhesive tape, blue tack, drawing pins or other means, and the use of stickers, adhesives, tape or other form of numbering/markings on chairs, tables, floor or painted surfaces is not permitted. A charge will be made for the cost of removing any such items or markings

6. ELECTRICAL EQUIPMENT

6.1 The stage lighting equipment belongs to the Peaslake Players and must not be used or tampered with without the express consent of the Peaslake Players. Contact by email peaslakeplayers@gmail.com

6.2 Electrical equipment may be brought into and used in the Hall at the Hirer's risk, provided that the Hirer has checked it is safe to use and has obtained any inspections and/or certifications required by legislation. However, neither freezers nor portable heaters of any form are permitted into the Hall (there is a freezer available in the kitchen). Other heat-producing devices e.g. hair dryers, soldering irons, paint strippers etc may only be used with the advance permission of the Committee.

6.3 The charging of battery-electric cars and vans is not permitted on the Hall's premises or using the Hall's electricity supply. Charging of e-bikes, e-scooters, e-skateboards and similar equipment may be possible with prior agreement with the Booking Secretary and there may be a financial charge, depending on the circumstances. Such charging must only take place outside the building, at a distance of 0.5m or more from the Hall's external walls, and must be attended at all times. Care must be exercised to ensure no hazards are created by the charging cable and apparatus.

6.4 Any electrical or electronic equipment left in the Hall overnight (by prior agreement with the Booking Secretary) must be switched off and disconnected from the Hall's power supply while unattended.

6.5 Extension cables may only be used if accompanied by a valid PAT test certificate – the Hall may be able to provide a loan of suitably tested leads if requested in advance. Extension cables must be fully unwound when in use and must not be daisy-chained together. Multi-outlet socket adapters are not permitted.

7. HEATING

7.1 The Hall heating will be pre-timed to operate as appropriate to the period of hire.

7.2 The electric heaters in the rear Studio may be adjusted manually during the period of Hire and are linked so that an adjustment made to one will automatically adjust all of them.

8. INTERNET

8.1 The Hall has its own WiFi for the use of Hirers for the duration of hire, subject to the use being in accordance with the Hall's TV, Internet and WiFi policy which is published on the website.

8.2 The WiFi password will be supplied to the Hirer with the booking information.

9. LICENSING ACT 2003

9.1 Whether or not the Purpose of Hire is 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:

- 9.1.1 the prevention of crime and disorder
- 9.1.2 public safety
- 9.1.3 the prevention of public nuisance
- 9.1.4 the protection of children from harm.

9.2 The Hall is licensed under the above act for the provision of regulated entertainment and entertainment facilities. In addition to any other obligation imposed on the Hirer by these conditions, the Hirer will:

- 9.2.1 comply with the Hirer's obligations under the Act
- 9.2.2 comply with the licensing hours as set out in any alcohol licence obtained (see below)
- 9.2.3 use best endeavours to ensure that attendees depart the vicinity quietly

10. SALE AND USE OF ALCOHOL

10.1 The Hall's policy is that no person under the age of 18 may consume alcohol on the premises or grounds.

10.2 The Hall is **not** licensed for the sale of alcohol in its own right. Accordingly, the sale and/or supply of alcohol in circumstances which amount to a licensable activity under the Licensing Act 2003 is strictly prohibited unless the Hirer has previously obtained

- 10.2.1 the permission of the Committee (via the Booking Secretary) and
- 10.2.2 a temporary licence as set out below.

10.3 If either this permission or a licence is not obtained then the booking shall be automatically cancelled immediately without need of notice to that effect from the Owner or from the Committee. 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

10.4 If the Hirer wishes to sell alcohol (or to supply alcohol in circumstances which amount to a licensable activity - see below) the Hirer must apply for a licence from the relevant licensing authority (being Guildford Borough Council) for a Temporary Event Notice ("TEN") under section 100 of the Licensing Act 2003. The number of TENs available to the Hall each year is limited.

10.5 Alcoholic drinks provided completely free of charge do not require a licence or permission from the Committee. However, both a licence and permission from the Committee are required where any kind of payment is made in connection with the event at which alcohol is provided (for example a ticket price or donation).

11. PERFORMING RIGHTS & OTHER LICENCES

11.1 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

11.2 The Hall does have in its own right a joint licence for both PRS (PRS for Music) and PPL (Phonographic Performance Limited).

12. ACCESS TO THE HALL, EXITS & CAR-PARKING

12.1 The Hirer will permit access to the Hall freely on demand at any time during the period of hire to local council officers, members of the Committee and representatives of the emergency services.

12.2 Access to the Hall is by arrangement with the Booking Secretary (whose contact details are provided when the booking is made) and the access code will be provided to you in advance of the event. Alternative arrangements may be made for regular Hirers.

12.3 No more than seven motor vehicles shall be parked within the curtilage of the Hall, using only the marked car-parking spaces.

12.4 The area immediately in front of the Hall must not be used for parking (it must be kept clear for emergency vehicles) and the right of way at the north side of the Hall must be kept clear at all times.

12.5 Note that in the event of snow and/or ice in the car park, the Committee will leave it undisturbed so that visitors can see the prevailing conditions and make their own assessment of risk before using the car park. If, in the circumstances, a Hirer decides to cancel their booking, no cancellation charge will be made.

12.6 *For Information - a public car park is available close by in Pond Lane and further parking is available at the Friends of the Hurtwood Car Park approximately 200 metres further along Walking Bottom on the left-hand side heading out of the village*

13. FOOD SAFETY

13.1 Hirers are responsible for ensuring (where applicable) that food is handled safely as per the relevant statutory regulations in force from time to time (The Food Safety Act 1990 as amended, the European Community Food Hygiene Regulations and the Food Safety (Temperature Control) Regulations 1995 & amendments or any replacement or additional legislation/regulations) and it is a requirement of the booking that the Hirer complies or ensures compliance with such legislation and/or regulations.

14. CLEARING UP

14.1 All clearing up shall be done by the end of the event and within the hire period (unless the Hirer has purchased a serviced event when set-up and clearing up is covered in the fee).

14.2 This shall include:

14.2.1 cleaning 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

14.2.2 where appropriate, returning all contents or furniture to their original position

14.2.3 removal of all rubbish using the Hirer's own bags so that **no rubbish nor rubbish bags are left either inside the Hall, in the Hall's grounds, or on neighbouring properties or in their bins.**

14.2.4 removal of all items (including chemical cleaning materials and items in the fridge/freezer) brought to the Hall by the Hirer.

14.2.5 shutting all windows and ensuring that all 5 entrance doors (three at the front, two at the rear) are securely closed and locked

14.2.6 ensuring that the oven, hob, automatic urn and the water heater in the Ladies' WC are switched off and that the roller shutter in the kitchen hatch is closed

14.2.7 switching off all lights (internal and external).

Note: lights in the Committee room, rear lobbies, toilets and south-side external passageway to rear entrance are automatic and do not need to be switched off manually.

Note: there is a 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.

15. CANCELLATION

15.1 If the Hirer cancels the booking less than 14 days before the date of Hire, then a cancellation fee may be charged, depending on the circumstances. If the booking is cancelled 14 days or more before the date of Hire, the Owner will cancel the booking and refund any hire fee without penalty.

15.2 Neither the Owner nor the Committee shall be liable for any loss or damage of whatever nature suffered or incurred by the Hirer as a result of such cancellation

15.3 The Owner expressly reserves the right to cancel the booking:

15.3.1 if the Hall is required for use as a Polling Station for any Parliamentary or Local Government election (in which case the Owner will return any money paid by the Hirer but neither the Owner nor the Committee shall be liable for any loss or damage of whatever nature suffered or incurred by the Hirer as a result of such cancellation)

15.3.2 if the Hall or any part thereof is rendered unfit for the Purpose of Hire.

16. EXCLUSION OF LIABILITY AND INDEMNITY BY THE HIRER

16.1 Neither the Owner nor the Committee nor any member of the Committee (which for the purpose of this and the following paragraph shall include the Owner's managing volunteers) shall be liable to the Hirer or to any person using the Hall as a result of the hire for any loss damage or injury arising out of the Hirer's use of the Hall or the Hall Car Park.

16.2 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.

Revised March 2026

CONTACT DETAILS:

Peaslake Village Hall.

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