

# PEASLAKE VILLAGE HALL

THE WAR AND SPOTTISWOODE MEMORIAL HALL  
Reg. Charity No: 200618

## CONDITIONS OF HIRE

### MEANINGS

1. 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 Memorial 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.

### USE OF THE HALL, CARE and SUPERVISION

2. 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.
3. The Hirer shall be in personal attendance at the Hall throughout the period of hire.
4. The Hirer shall not sublet the Hall.
5. The Hirer shall ensure that the Purpose of Hire finishes and the **Hall is vacated** promptly at the end of the contracted hire period, and **for all day or evening hires no later than 23.45, on the date of hire**. Anything brought into the Hall by the Hirer 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 persons may remain in the Hall overnight.
6. The Hirer will during the period of the hire be responsible for the care and supervision of the Hall and its contents maintaining their safety from damage or alteration however slight. 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.
7. 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.
8. 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.

9. 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 fire/emergency exit doors as necessary and ensuring, where it is safe to do so, all areas of Hall are clear of persons or animals. Fire extinguishers are placed by all exit doors, these should only be used if safe to do so. CO<sub>2</sub> extinguishers must only be used outside, or in the main hall, and must not be used in an enclosed space.
10. No person under the age of 16 is permitted in the kitchen, equipment store or on the stage without the supervision of a responsible adult at all times.
11. 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: -
  - the prevention of crime and disorder
  - public safety
  - the prevention of public nuisance
  - the protection of children from harm.
12. Electrical equipment may be brought into and used in the Hall at the Hirer's risk. Hirers must check that any such equipment is safe to use and have obtained any inspections and/or certifications as are required by legislation. However please refer to paragraph 17 below relating the charging of battery electric devices.  
Portable heaters of any form are not permitted into the Hall.  
Any electrical or electronic equipment left in the Hall overnight in accordance with para. 5 must be switched off and disconnected from the Hall's power supply while unattended.
13. The Hirer is responsible for their own Risk Assessments and Health and Safety Policy as appropriate for their event.
14. The Hall's First Aid Box and Accident Book are situated in a suitably marked cupboard in the kitchen. Any accident involving injury to a person, however slight, must be recorded in the accident book by a responsible person.
15. In order to help with the continuous improvement of safety within the Hall any person becoming aware of any practice, action or incident that could have caused an accident and/or harm to any person but did not on that occasion (a near miss), has a duty to record such incident in the Incident Book which is kept in the same location as the Accident Book
16. The Booking Secretary must be advised on return of keys when an event has been recorded in either Accident or Incident books, or items removed from the First Aid Box.

17. Bouncy castles, or similar types of equipment, for use by children over the age of 2 years is 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 by the Hall's policy the conditions listed in section 2.1 of the document entitled "Public Liability Insurance and Indemnity" must be followed and your signature confirms your understanding and acceptance. A copy of the equipment provider's insurance policy, together with that your own policy where appropriate, must be provided to the bookings secretary in advance of your planned event.
18. 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. Such items may only be charged outside the building, at a distance of 0.5m or greater 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.
19. The Hall has 22 Large (6ft) tables, 12 medium sized tables, 20 small 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.

### **LICENSING ACT 2003**

20. 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:-
  - comply with the Hirer's obligations under the Act
  - without prejudice to the generality of the foregoing promote the licensing objectives as set out in condition 2(6) above
  - comply in all respects with condition below (relating to Fire Safety and Public Safety)
  - not use at the Hall any materials of a flammable nature, anything with an open flame, nor any heating appliance other than those provided by the Hall.
  - comply with the licensing hours as set out in any alcohol License obtained
  - use the Hirer's best endeavours to ensure that attendees depart the vicinity quietly
  - comply, where appropriate, with the requirements concerning the protection of children from harm being part of the said Licensing Conditions

### **SALE AND USE OF ALCOHOL**

21. THE HALL'S POLICY IS THAT NO PERSON UNDER THE AGE OF 18 MAY COMSUME ALCOHOL ON THE PREMISES OR GROUNDS.
22. 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 both the permission of the Committee (via the Booking Secretary) and a temporary licence as per para 23 below. If this permission is not sought and/or a license not obtained then the booking shall be automatically cancelled immediately without need of notice to that effect from the Owner or from the Committee

23. If the Hirer wishes to sell alcohol, having gained the consent of the Committee, he/she must apply for a license from the relevant licensing authority (being Guildford Borough Council) for a Temporary Event Notice ("TEN") under section 100 of the Licensing Act 2003. There is a limit to the number of temporary licences available per year. Please check with the Booking Secretary before confirming your booking if alcohol sale is required for your event. Alcoholic drinks provided free of charge do not require a license nor permission from the Committee but Hirers' attention is drawn to paragraphs 11 and 21 which remain in force.
24. If the booking is cancelled under para 22, 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

#### **PERFORMING RIGHTS and OTHER LICENCES**

25. 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
26. The Hall does have in its own right both PRS and PPL licences.

#### **ACCESS and EGRESS and CAR-PARKING**

27. The key to the Hall shall be collected from, and returned to, the Booking Secretary (whose contact details are shown on the booking agreement) at times agreed with the Booking Secretary prior to the period of hire.
28. 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.
29. 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
30. 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

*For Information - a public car park is available in Pond Lane at the rear of "The Hurtwood Inn Hotel" 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*

## **CLEARING-UP**

31. At the end of the period of hire the Hirer shall:-

- 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
- return all contents furniture temporarily moved for the Purpose of Hire to their original position
- remove all rubbish generated by the Purpose of Hire using the Hirer's own bags so that **no rubbish nor rubbish bags are left either inside the Hall, in the Halls grounds, or on neighbouring properties or neighbour's own rubbish or recycling bins.**
- remove all items (including chemical cleaning materials) brought to the Hall by the Hirer.
- Food items may be brought into the Hall but must be removed, including items in the fridge, at the end of the period of hire. No food items should be left out overnight unless in sealed containers.
- ensure that all windows are shut
- ensure that the Automatic urn, and hot water heater (switch located on the wall in the kitchen above the wash hand basin) are switched off.
- ensure that all lights, both internal and external are switched off. Note: lights in the Committee room are automatic and cannot be switched off manually.
- ensure that all doors, including the two fire escape doors, to the rear of the Hall are securely closed
- Actively lock the main door on leaving. Use the key, don't just pull to.

*For Information - 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*

## **INSPECTION OF THE HALL**

32. 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 additional facilities will be provided by the Owner. The Hirer acknowledges that the facilities provided are suitable for the Purpose of Hire.

## **SAFEGUARDING CHILDREN, YOUNG PEOPLE, AND ADULTS AT RISK**

33. The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, 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). All

reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported. For further information please refer to the Hall's Safeguarding Policy on the Hall website.

## **FOOD SAFETY**

34. 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.

*For Information - 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.*

## **FIRE SAFETY and PUBLIC SAFETY**

35. The Hirer must:-

- not use any materials of a flammable nature nor use any unauthorised heating appliance
- not use any candles (other than on celebration cakes) nor anything else with an open flame within the hall
- make themselves aware of the location of fire exit routes and of fire extinguishers
- ensure that all fire exits are kept clear and unobstructed at all times
- ensure that, where appropriate, the emergency exit lights are kept lit throughout the Purpose of Hire
- ensure that the Fire Service is called at the outbreak of any fire, however slight
- ensure that the capacity of the Hall - i.e. 140 seated, otherwise 180 - is not exceeded
- ensure that no activity is carried out which may involve danger to the public
- advise a member of the Committee of any problems relating to public safety
- ensure that any electrical equipment/appliance brought into the Hall is safe to use and has undergone any necessary testing and certification.

*For information - 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)*

## **HEATING**

36. The Hall heating will be pre-timed to operate as appropriate to 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 other than in accordance with those instructions. The Hirer must ensure that neither thermostat in the Hall's main room is altered.

## **SMOKING**

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

## **INTERNET**

38. 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 Hall's Internet policy which is published on the web site.

## **MISCELLANEOUS**

39. Hirers who would like to decorate the Hall must seek the express permission of the Bookings Secretary. The use of laser lighting effects is not permitted.

40. No freezers are to be brought into the Hall.

41. Nothing shall be attached to the wall surfaces by adhesive tape, blue tack, drawing pins etc.

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

43. 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. Contact by email [peaslakeplayers@gmail.com](mailto:peaslakeplayers@gmail.com)

44. The 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.

45. The use of stickers or adhesives or tape 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.

## **CANCELLATION**

46. If the Hirer cancels the booking within 28 days of the Date of Hire, then the full hire fee will remain due and payable.

47. 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.

48. 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.

49. If the booking is cancelled under either sub-condition (44) or (45) 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

#### **INDEMNITY BY THE HIRER**

50. 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.

#### **EXCLUSION OF LIABILITY**

51. 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 or the Hall Car Park.

Adopted: 6<sup>th</sup> June 2023