



1st August 2023

Worplesdon Memorial Hall and Recreation Ground CIO

TERMS AND CONDITIONS OF HALL AND ROOM HIRE

The Memorial Hall is owned and managed by the Memorial Trustees. All Hall and Room hires are subject to these Terms and Conditions of Hire. Your reservation will only be accepted on the understanding that you have read and agreed to be bound by these Terms and Conditions. These Terms and Conditions of Hire together with booking and payment constitute the agreement between us. This is the entire agreement; no other terms and conditions shall apply to the hire, and nothing said or done by either party in respect of the hire shall have precedence over these Terms and Conditions of Room Hire, unless acknowledged by both parties in writing.

General Terms and Conditions

1. Fees

a) A reservation fee (deposit) may be payable at the time of booking as part of the hire charge. In addition to the agreed hire fee, certain events (such as wedding receptions and adult parties) will incur a £200 deposit. For all events, apart from weddings and adult parties), hire fee is payable at least two weeks before the hire. (Note: In the case of children's parties, full payment is required at the time of booking; if the booking is subsequently cancelled, eligibility for a refund will be assessed in accordance with the provisions of paragraph 2 below.)

b) For weddings, normally the balance of the booking fee would need to be made at least 2 months prior to the event. The trust would also accept agreement to pay the balance in instalments as long as the final instalment is paid 2 months before the event.

b) Any breakages, damages or additional cleaning that is required must be paid for. If a retainer has been paid, then the Trust will deduct the cost of such damages and/or cleaning from the retainer and advise the hirer accordingly. The retainer will be returned to the hirer once the premises have been cleaned and fully inspected.

2. Cancellation

a) Weekend bookings: If a booking (excluding weddings) that includes any period of time on a Saturday or Sunday is cancelled more than 180 days before the hire date, no cancellation charge will be incurred; otherwise, cancellation charges will apply as in the following table:

Date of cancellation (days before hire date)	Cancellation charge (percentage of full hire fee)
180 -121	25%
120-61	50%
60-30	75%
30 or less	100%

b) Weekday bookings: cancellation of a booking that does not include any period of time on a Saturday or Sunday will not normally incur a cancellation charge. However, where a proposed booking makes unusually large calls on the Hall's resources, the Trustees may, at their discretion, require provision for cancellation charges, not exceeding those for weekend bookings, to be included in the hire agreement.

3. Use of the room

a) The room should be in good order when you arrive. If it is not, please inform the Caretaker, whose contact details are on the memorial Hall website.

b) Any breakage or damage which happens whilst you are using the room(s) will need to be reported to the caretaker.

c) You must not attach anything to the walls using Sellotape, pins or any other means apart from Blu-tack.

d) No lit candles will be allowed to be used.

4. Parking

a) On-site parking is available; however the Trustees accept no liability for any vehicles or their contents whilst on the Memorial Ground.

b) The vehicular access to the caretaker's cottage must not be obstructed at any time.

5. Conduct

a) As the hirer you are responsible for the conduct of persons using the Hall in connection with the hire. You may be held liable for any conduct which contravenes any law or statute or causes damage to the Trust's property, or nuisance to other users or to any neighbouring houses.

b) In particular, your attention is drawn to the environmental health regulations with regard to excessive noise.

c) You must ensure that you and any persons using the Hall in connection with the hire use only the room(s) that have been booked.

6. Alcohol

a) The sale of alcohol is not permitted unless you have applied for and been granted a Temporary Event Notice, by Guildford Borough Council, at least 10 working days before the event. The Temporary event notice will need to be displayed during the event.

b) Alcohol may be consumed on the premises during social functions if food is available.

7. Music licences

If music is to be played at your event or activity, you must note the following:

a) The Hall has a Performing Rights Society (PRS) licence which meets the obligations of all hirers towards the composers and songwriters of music still in copyright, whether performed live or via recorded media.

b) However, if you wish to play recorded music at your event or activity, then, unless it is a private party or wedding reception, you must have your own PPL (formerly Phonograph

Performance Ltd) licence in order to meet your obligations towards recording companies and performers. The Trustees must be satisfied that, where required, you or anyone playing recorded music on your behalf have a PPL licence before a booking can be confirmed.

8. After your event

- a) You undertake to vacate the premises at the time agreed in the confirmation reservation.
- b) Additional charges may be made by us if you do not vacate the premises by the time agreed. (These charges will be levied per hour or part thereof at not less than the equivalent hourly rate which the hire fee was agreed)
- c) The hall must be left in the same state of cleanliness as found otherwise a supplementary charge will be raised to cover the labour cost incurred to bring the hall up to the required standard. To achieve this:
 - All tables must be thoroughly cleaned before being put away.
 - All chairs must be stacked
 - All dishes must be cleaned and put away in the correct place.
 - All work surfaces must be thoroughly cleaned.
 - All floors must be swept and/or mopped to bring them back up to the standard found.
 - All toilets must be left in a reasonable state and flushed.
 - All refuse must be placed in proper refuse sacks (some supplied in the kitchen) and the sacks then placed in the wheelie bin by the outside toilets.
 - All food waste place in the food caddy in the kitchen or taken home with you.
 - All windows and doors must be closed prior to vacating the premises

9. Liability

Our liability for any injury, damage or loss (other than death or personal injury) caused solely by our negligence, sustained in connection with or arising from the use of the Memorial Hall, is limited to an amount equal to the fees paid in connection with your use of the premises.

Health and Safety

10. General duty

You have a duty to comply with all health and safety requirements set out in these terms and conditions and with safety notices on the premises, and to accept responsibility to do everything that you can to prevent injury to yourself or others, and to ensure that all those attending your event or activity also accept this responsibility.

11. Fire safety

You must appoint a named person as 'fire marshal' for your event or activity, who must be present throughout the hire period. The role of the fire marshal is to

- accept responsibility for ensuring that the fire safety procedures set out in these terms and conditions are fully adhered to;
- ensure that all those present are aware of all exits from the premises (normal and emergency);
- take charge of evacuation actions should a fire emergency occur.
- Telephone for emergency calls as there is no public telephone box near the Hall, the fire marshal must ensure that he/she has access to a fully charged mobile phone in order to call the Fire Brigade should the need arise.

- Inform the caretaker

The Hall has a modern fire alarm system. Smoke or heat detectors and manual all-points are fitted throughout the building. If the alarm has been activated, the control panel in the main entrance lobby will show from which area of the building this has occurred.

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. Emergency exits should be checked to ensure that they are unlocked and functional as intended.

Internal fire doors must remain closed except when persons are passing through.

12. Accidents and dangerous occurrences

You must report all accidents involving injury to the public to the Caretaker as soon as possible and complete the relevant section in the Memorial Hall's accident book. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority.

The Caretaker will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. Explosives, flammable substances and candles

You must ensure that

- a) no explosives, fireworks, items such as Chinese lanterns or highly flammable substances are brought into or used in any part of the Memorial Hall or on any part of the Recreation Ground, even if they are purportedly designed for internal use;
- b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without the explicit permission of the Caretaker;
- c) no decorations of any description are put up near light fittings or heaters.
- d) no lit candles apart from on birthday cakes will be allowed

14. No smoking

In accordance with the law, the entire building is no-smoking at all times. You must ensure that this provision is strictly adhered. Smoking areas are situated outside the main entrance. Cigarette ends must be disposed of safely in the container provided; under no circumstances must they be deposited in the wheeled bin, since this would represent a major fire hazard.

15. Electrical appliances

Introduction into the Hall of other electrical equipment or appliances, whether owned or operated by you or by a third party at your instance (e.g. discotheques, lighting, bouncy castles) is strictly at the discretion of the Trustees. In normal circumstances, this will be exercised by the Caretaker, subject to the following policies:

- a) Any equipment that you propose to introduce must be specified at the time that the hire agreement is made or one month before the event, whichever is the later. In the latter case, no guarantee can be given that the equipment will be permitted, regardless of the existence of a hire agreement.
- b) Any electrical equipment that you have hired or that is brought on to the premises by a contractor at your instance, or is otherwise of a professional nature, must have been

subject to documented Portable Appliance Testing within the previous 12 months (unless new within the previous 12 months, as confirmed by a purchase receipt).

- c) Standard domestic equipment In the case of standard household electrical equipment, e.g. small portable CD players, laptop computers, small fan heaters rated at no more than 2 kW (see condition (d) below) or extension leads, formal Portable Appliance Testing is not required, but you must make a declaration of its safety and it may be examined by the Caretaker before its use is permitted.
- d) No electrical heaters other than fan heaters are permitted. Where they are permitted, fan heaters will be subject to conditions (b) or (c) above, as applicable. They must always be inspected by the Caretaker.
- e) Special conditions apply for Cooking and water-heating appliances; see paragraph 16 below.
- f) You are responsible for the safe operation of all electrical appliances used during your event or activity. Fan heaters must not covered and care must be taken to ensure that this does not happen accidentally. Extension leads must be fully unrolled from their reel or other container and must be laid out to ensure that no trip hazard is caused.

16. Cooking and water-heating appliances, including barbecues

- a) You must provide full details of any cooking and water-heating appliance(s) that it is proposed to bring into and use on the premises and shall submit at least three months before the date of hire a full assessment of the risks associated with the use of the appliance(s) and how they are to be mitigated (contract caterers should usually be able to provide such a risk assessment). Permission to use such appliances is entirely at the discretion of the Trustees and will not be given before the risk assessment has been received.
- b) The use of deep-fat fryers is not permitted.
- c) Permission will not be given to use barbecues under the covered area outside the kitchen because of the fire risk.

17. Gas- and oil-powered heating appliances

The use of gas-powered or oil-powered heating appliances is prohibited.

18. Food hygiene and use of the kitchen

- a) The kitchen is equipped with cooker, microwave, refrigerator, sink with hot and cold water, electric water urn and kettles.
- b) You must, if preparing, serving or selling 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.
- c) Deep-fat frying is not permitted.
- d) in using the kitchen, you must ensure that
 - the oven/hob is supervised at all times when in use and that users are aware that it remains hot well after being turned off;
 - the cooker is switched off when not in use;
 - all users take appropriate care when preparing and using boiling water and when handling hot utensils or other equipment;
 - any spillages on the floor are cleaned up immediately to prevent accidents;
 - children are only allowed in the kitchen under strict supervision (e.g. for supervised cookery lessons or, in the case of older children, for supervised assistance in serving food at functions).

- over-crowding in the kitchen is avoided at all times;
- no animals are allowed to enter the kitchen;
- all food is removed at the end of the hire booking;
- food waste is bagged and placed in the large rubbish bin.