

MEMORIAL HALL  
FARNHAM

HIRING REGULATIONS



1. DEFINITIONS

In these regulations the following works and terms shall have the meanings assigned to them in this regulation.

- (a) 'The Council' shall mean Waverley Borough Council.
- (b) 'The Hirer' shall mean the person or persons company or organisation entering into an agreement with the Council for the hireage of the Memorial Hall or any part thereof.
- (c) The 'Memorial Hall' shall mean the building known as the 'Memorial Hall' Farnham including the Main Hall, the bar and kitchen, the entrance foyer and toilets and all the entrances thereto and to any part thereof including the car parking facilities.
- (d) The Memorial Hall or any part of the premises may be used only for the purpose for which it is let and the hirer may not, under any circumstances, assign or sub-let to any other person or persons.
- (e) Where the context so admits the singular shall include the plural and the masculine shall include the feminine.

2. WHO MAY APPLY TO HIRE

Applications to hire the Memorial Hall or any part thereof will only be considered if made by a person of not less than eighteen years of age or by a company or organisation which is a legal persona or entity and anyone signing an application form for such hiring shall thereby be deemed to warrant that he, the company or organisation is as stated above qualified to make such an application.

3. HOW TO APPLY

- (a) An application to hire shall be made on a form provided by the Council and shall contain all the information therein required and be accompanied by a deposit on account of the hireage fee in such sum as the Council shall require and the applicant shall be deemed to warrant the accuracy of the facts stated in the application.
- (b) Provisionally bookings will be accepted for a period of three weeks only during which time the official booking form should be completed and returned to the Memorial Hall. If a provisional booking is not confirmed within a three week period then the booking will be deleted from the booking system.
- (c) The Hirer is advised to contact the Memorial Hall telephone 01252 716438 if the return of the booking form is deleted and likely to exceed the three week deadline.
- (d) The applicant shall provide such further information as shall be required.
- (e) Such application shall be deemed to be an offer by the applicant to hire the Memorial Hall or the part or parts thereof specified therein upon the terms and conditions specified in these Regulations and to pay the hireage fee prescribed by the Council.
- (f) Applications shall be made to Memorial Hall which reserves the right on behalf of the Council to refuse any application or to withdraw any approval given in respect of any application without assigning any reason for such refusal or withdrawal.
- (g) No application shall be made more than one year in advance of the date of the proposed use of the Memorial Hall.

4. PROCEDURE ON RECEIPT OF APPLICATION

- (a) Upon receipt of an application form properly completed together with the required deposit the Council shall, if the application is not then refused, make a booking for the Hirer and notify the Hirer of the acceptance of the application.
- (b) Not less than one month before the date of the proposed use of the Memorial Hall or part thereof the Hirer shall pay to the Council the balance of the prescribed hireage fee unless otherwise agreed with the Council. In the event of a booking being cancelled by the hirer less than three months prior to the function the Council may retain the whole of the deposit and in the event of a booking being re-let the Council may retain one quarter of the said deposit in respect of administration costs.

5. PAYMENTS

The Hirer will send along with the application form a deposit of 25% of the total hiring fee. All payments shall be made by cheque or postal order drawn in favour of the Council or by cash paid at the Memorial Hall. In the event of payment by post the payment shall be accompanied by information in writing sufficient to identify the hiring addressed to the Farnham Memorial Hall.

It must be understood that the charges of hire which are attached hereto are current charges and that any increases which occur between the time of the booking and the time of the event will be chargeable to your booking.

However, if the total hiring fee is paid at the time of the booking then any price increases that occur between the time of the booking and the time of the event will not be chargeable.

Where the total hiring fee has been paid by the hirer and a cancellation is made in respect of the hire the following will apply.

- (a) Cancellation is three months before the date of the event then all but the administration cost will be refunded to the Hirer.

- (b) Where the cancellation is made less than three months before the date of the event the deposit payable at the time of booking will be lost unless the Council can re-let the hall then as above an administration cost will be charged.
- (c) Where the cancellation is made less than one months before the date of the event the deposit is not refundable and the full price will be incurred.

6. CAPACITIES NOT TO BE EXCEEDED

The maximum dancing capacity is 240. In no case may the maximum be exceeded nor any greater number of persons admitted.

7. ACCESS FOR COUNCIL'S SERVANTS OR AGENTS, ETC

- (a) At all times during the use by the Hirer of the Memorial Hall or any part thereof the Council's servants or agents shall be permitted free access to all parts of the Memorial Hall.
- (b) The Hirer will at all times observe and perform and secure the observance an performance of all directions by the Council's servants or agents in respect of what shall be done or shall not be done within the Memorial Hall or any part thereof in the interests of safety and security of the buildings and the furniture and equipment therein contained and the persons in attendance therein.

8. DAMAGE TO PERSON AND PROPERTY INSURANCE

- (a) The Hirer shall use his best endeavours to prevent loss of damage to person or property during the course of the use of the Memorial Hall or any part thereof in connection with the hiring.
- (b) The Hirer shall be deemed to have agreed to indemnify and save harmless the Council against all loss or damage to the Council's property and against all claims for loss or damage to the person or property of third parties and the Council's servants or agents during the course of the use of the Memorial Hall or any part thereof in connection with hiring and against all claims demands

and proceedings in respect of any such loss or damage and all costs and expenses in connection therewith unless such loss or damage is the direct result of negligence on the part of the Council, its servants or agents.

- (c) The Council may in its absolute discretion require the Hirer to obtain insurance cover against the risks of damage to person and/or property during the use of the Memorial Hall or any part thereof in pursuance of the hiring and shall notify the Hirer of any such requirement in writing specifying the type and amount of insurance cover required. Upon receipt of such a notice the Hirer shall obtain the insurance cover required in a reputable insurance company approved by the Council and shall on demand produce to the Memorial Hall or its appointed representative for inspection the insurance policy or policies and premium receipt or receipts. These shall normally be sent to the Memorial Hall with the final payment of the hiring fee in advance of the hiring date. Failure so to produce a policy and/or premium receipt shall entitle the Council to cancel the hiring.
- (d) Whether or not the Council requires insurance cover the Hirer is advised to take proper advice as to whether in his own protection it would be prudent to obtain appropriate insurance cover.

9. FIXTURES AND FITTINGS, ETC

- (a) No fixtures or fittings belonging to the Council shall be made use of or interfered with by the Hirer or any person on his behalf without the prior consent of the Borough Environment and Leisure Manager or the appointed representative.
- (b) No materials or articles of any description shall be affixed to the walls, floors or woodwork of the Memorial Hall or any part thereof save and except such decorations as shall be approved by the Council.
- (c) In the event of damage to the Council's walls, floors, woodwork, fixtures or fittings during the course of the use by the Hirer of the Memorial Hall or any part thereof the decision of the Council's Chief Building Maintenance Officer as to the cost of making good repair and/or replacing the same as may be

required shall be final and the Hirer shall pay to the Council the cost so determined.

10. LOST PROPERTY

- (a) The Council does not undertake any responsibility for goods, materials, clothing or any other article brought to or left in the Memorial Hall or any part thereof.
- (b) The Hirer shall make his own arrangements for staffing and protection of any cloakroom included in the hiring and the Council accepts no responsibility in connection therewith.
- (c) Should the Council's servant or agent accept for safe keeping any article found in the Memorial Hall and believed to have been lost or mislaid such acceptance shall be deemed to be as agent for the Hirer and not in his capacity as a servant or agent of the Council and on the understanding and agreement of the Hirer to indemnify the Council, its servants or agents against all claims by the owner thereof for loss of the said article.

11. LIGHTING

- (a) No person other than the Council's appointed servant or agent shall extinguish the lights or interfere with lighting arrangements.
- (b) No special lighting or other technical equipment can be allowed unless it complies in all respects with the requirements of the Licensing Authority and the Council and can be arranged from the existing electrical installation. Any additional installations must be approved by the Council's Building Maintenance Officer or his representative prior to its installation.

12. ELECTRICAL EQUIPMENT

- (a) All electrical equipment brought into the hall must be electrically sound and safe to use. The Council reserves the right to inspect test certificates or any electrical equipment. Where, in the opinion of the Council's Representative

the equipment is not safe to use, permission to bring the equipment into the Memorial Hall will be refused.

13. FIRE PRECAUTIONS

- (a) Hirers of the hall are to satisfy themselves that they are conversant with the fire precautions in the hall and the means of escape to be used in emergencies. The Manager of the hall will advise on these arrangements prior to the date of the booking.

14. CATERING

- (a) All catering activities must satisfy the requirements of the Food Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995. Advice concerning Food Hygiene may be obtained from the Environmental Health Service, Waverley Borough Council. Telephone 01483 869424.
- (b) The Council's Environment Manager or his representatives have the right to enter and inspect the premises in relation to food hygiene and the preparation and storage of food.

15. LICENCES

- (a) The Memorial Hall is licensed for public Music Singing and Dancing from noon until midnight on weekdays except for Good Friday. No extension can be made beyond midnight on Saturday. All music is to finish fifteen minutes before the end of hiring.
- (b) For stage plays, musicals, operative performances, etc, an Occasional Stage Play Licence is required the conditions of which must be complied with. The Licence must be applied for not less than 21 days before the event. Application forms are available from the Memorial Hall. The Hirer shall not cause or permit the use of the Memorial Hall or any part thereof for such purposes without first obtaining the appropriate licence.

- (c) The Council holds a licence from the Performing Rights Society in respect of the Hall and the Hirer shall deliver to the Memorial Hall details of all copyright works used during the hiring of the Hall. The Hirer shall not use the Hall or any part thereof for the performance in public of any dramatic or musical work not covered by such licence.
- (d) The Hirer will indemnify and save harmless the Council against all sums of money which the Council may have to pay be reason of any infringement of copyright occurring during the period of hiring and all proceedings and claims in respect thereof and all costs and expenses in connection therewith.
- (e) The Hirer shall be responsible for obtaining all other licences excluding those for the sale of intoxicating liquor.
- (f) If so required the Hirer shall produce to the Environment and Leisure Department before the commencement of the hiring satisfactory evidence that all required licences and permits have been obtained.

16. RESTRICTIONS ON LIQUOR

- (a) The Council have appointed a licensee at the Memorial Hall who has sole liquor rights. All bars that require a liquor licence will be operated by the licensee and any liquor or drinks required for such functions must be obtained through the licensee. The installation of a bar for the sale or serving of liquor will not be permitted in the Main Hall.
- (b) The bar must close not less than half an hour before the termination of the hiring.
- (c) In the event of an 'Occasional' licence being granted permitting the sale of intoxicants after 10.00 pm no person shall be permitted to enter the licensed premises at 10.00 pm unless he possesses a ticket which shall have been specifically allocated to or brought by or for him before 10.00 pm on the day to which the licence applies.

- (d) No alcoholic liquors, beverages or mineral waters shall be brought into the Hall without the Council's permission other than by or on behalf of the Appointed Licensee.
- (e) The Council reserves the right in its unfettered discretion to prohibit the sale of any intoxicants before or during any hiring (despite the fact that a licence for the sale thereof may have been obtained from the Justices). This power may be exercised on behalf of the Council or by the Council's appointed servant or agent or any Chief Officer of the Council or any Officer acting on his behalf or by any Police Officer.

17. CONDUCT

- (a) The Hirer shall not cause or permit any drunken or disorderly conduct or other conduct tending to endanger or forfeit the licences held by the Council in or on any part of the Memorial Hall and will cause the public to leave the Hall at or before the official hour and that all parts of the premises shall be free and available to the access by any Police Constable in uniform or any duly authorised Officer of the Council or other authority who shall have full power to enforce the observance of the law and/or these Regulations for the preservation of peace and good order.
- (b) The Hirer or his representative will at all times endeavour to ensure by means of conditions of letting that noise in the hall is kept to a minimum.
- (c) The Hirer will avoid disturbing neighbours particularly by noise in the car park adjoining these premises. After midnight someone nominated must supervise the car park to ensure there is no undue noise.

18. MISCELLANEOUS

- (a) When the Memorial Hall or any part thereof is used for dinners, balls or similar functions the Hirer shall cause all furniture, utensils, goods, etc brought into the Memorial Hall by the Hirer or his Caterer or other Contractor to be removed from the premises by the time specified by the Council in respect of that hiring and shall ensure that the Memorial Hall and all parts

thereof used are left free from litter and that nothing is left or done which shall interfere with the normal opening of the building on the following day.

- (b) The Memorial Hall may be used for private and public functions. For public functions the Hirer must provide officials or stewards to maintain order and supervision as required by the Council.
- (c) No firearm or any other article of an inflammable or explosive nature and no article producing an offensive smell or with an open flame, e.g. candles and no oil, electric, gas or other engine shall be brought into or allowed to remain in the Memorial Hall or any part thereof.
- (d) No games or gaming whatever and obscenity, or profanity shall be permitted in or about the premises and good rule and order shall be kept and maintained.
- (e) No person shall bring or consume or be permitted to bring or consume any drugs into or in the Memorial Hall or any part thereof.
- (f) No food for any functions shall be prepared in any room other than the kitchen. The kitchen shall be used only for the preparation and service of food and liquid refreshment and for no other purpose. The bar and kitchen are to be left in a clean condition after the hiring.
- (g) During the seven days preceding the hiring the Hirer may be permitted to exhibit on the official notice board outside the Memorial Hall posters advertising the event which has been approved by the Council.
- (h) No advertisement boards or posters will be allowed to be placed on any part of the outside of the Memorial Hall except on the boards provided for that purpose or with the express consent of the Council.
- (i) The Council in letting the Memorial Hall or any part thereof reserves the right of entry of any duly authorised Officer of the Council or other representative to all entertainment's meetings or functions of any type whether open for admission to the public or otherwise.

- (j) Any setting up or clearing up by the Hirer shall be charged at the prescribed rate.

19. INTRODUCTION REMOVAL AND STORAGE OF PROPERTY

- (a) Should the Hirer his servants or agents invitees or licensees remain in the Memorial Hall or any part thereof after the time of the hiring has expired the Hirer shall pay to the Council an additional hireage fee calculated at the rate per hour of the hiring for each additional hour or part thereof he or his servants of agents invitees and licensees shall so remain.
- (b) The Council may remove and store any property left by the Hirer in or upon the Memorial Hall or any part thereof after the event and the Hirer shall pay the Council on demand the costs of such removal and storage. The Council its Servants or Agents shall not in any circumstances whatsoever be responsible for damage theft or removal to or of any such property by or during such removal or storage or prior thereto and the Hirer will indemnify the Council its Servants or Agents against all claims demands actions and proceedings in respect of any such damage theft or removal.

20. DISPOSAL OF UNCLAIMED PROPERTY

- (a) The Hirer shall be deemed to have appointed the Council as his agent with authority to sell by public auction or private treaty or dispose of in any other manner any property left in the Memorial Hall or any part thereof at the end of the period of hiring and remaining unclaimed for a period of seven or more days thereafter.
- (b) As regards any such property or items of property which shall belong to the Hirer the Hirer authorises the Council to deduct all costs and expenses in connection with any such sale from the proceeds of sale and pay the balance if any to the Hirer and in the event of such property being disposed of other than by sale the Hirer undertakes and agreed to pay the costs of such disposal to the Council. In the event of a sale which realises less than the cost of such sale the Hirer undertakes and agrees to pay the difference to the Council.

- (c) In the event of the sale or disposal as aforesaid by the Council of any property or item of property which does not belong to the Hirer the Hirer shall be deemed to have agreed to indemnify and save harmless the Council against all claims for loss or damage by the owner of such property or item of property and/or the person entitled to the use or possession of the same.
  
- (d) Neither the Council nor its Officers, Agents and Servants shall be responsible to the Hirer for damage to or the loss, theft, or removal of any property brought or left in or upon the Memorial Hall or any part thereof and the Hirer shall be deemed to have indemnified the Council and its officers, Agents and Servants from and against all claims, actions, demands and proceedings in respect of any such property belonging to any third party which shall be damaged, lost, stolen or removed from the Memorial Hall.