

# HASLEMERE HALL CONDITIONS OF HIRE



## 1. DEFINITIONS

Throughout these conditions and regulations of letting and the form of application for the hire of above.

- (a) The term "Management" means the Trustees of the Haslemere Hall.
- (b) The term "Manager" means the person appointed for the time being to manage and control the above.
- (c) The term "Hall" means any room at the Haslemere Hall.
- (d) The term "Hirer" means the person or persons, firm or limited company to whom any Hall shall be let.

## 2. APPLICATION TO LET

Applications for hire must be made to the Manager at the Haslemere Hall.

## 3. REFUSAL TO LET

The Manager may refuse to let the Hall at any time without any reason being assigned therefore.

## 4. HIRING AFTER MIDNIGHT

No hiring shall extend beyond 12 o'clock midnight (11pm Sundays) unless a prior request by the Hirer has been made to the Manager and the Manager shall have obtained the prior consent of the Licensing Authority.

## 5. RESTRICTION OF ENTRY

The Hirer shall take every care to ensure that no undesirable person is permitted to enter the Hall or otherwise make use of the same.

## 6. ADMISSION CHARGES/ADVERTISING, PROMOTIONAL AND MARKETING MATERIAL

- (a) The Hirer shall obtain the prior approval in writing of charges proposed to be made for the admission to the event for which the Hall has been hired.
- (b) The Hirer shall not during the course of an event for which the Hall has been hired admit any person thereto on payment of a charge less than the charge for admission advertised in relation to such event.
- (c) The Hirer shall prior to the publication of any publicity material intended to induce members of the public to attend an event for which the Hall has been hired submit details of the same to the Manager for approval,
- (d) No advertising material which is wished to be distributed inside or outside the Hall or to audiences or other users of the Hall shall be so distributed unless it has been submitted and approved by the Manager.
- (e) The written approval of the Manager which shall not be unreasonably withheld must be obtained prior to any paintings, posters, programmes, advertisements, signs and the like being displayed.

## 7. LICENCES (PERMANENT)

The hiring of the Hall is conditional on the Management obtaining from the Licensing Authority continuation of the licenses issued to them permitting music singing, and dancing. The Hirer shall be responsible for the performance and observance of the rules or conditions to the user set out in such licenses which include restrictions on the number of persons to be admitted to a Hall are as follows:-

Main Auditorium ground floor

With orchestra pit down – seated 243

With orchestra pit up – seated 262

Balcony – seated 82

The maximum number of persons admitted to an entertainment of dancing shall not exceed 340

Public are not admitted to the balcony during dancing.

**NB.** The Manager may prescribe a maximum number of persons in respect of any hiring which is less than the number quoted above for the Hall where in the opinion of the Management this is warranted by the floor layout to be used by the Hirer.

## 8. LICENCES (OCCASIONAL)

The Hall cannot be hired for any purpose not covered by the permanent Licences until the hirer or the management have obtained from the Licensing Authority a Temporary Events License permitting it to be so used on the relevant date(s) and the Hirer shall submit a programme of the event to the Manager to before the application is made for such occasional licence.

## 9. NAKED FLAME

Real/Naked flame shall not be used in the auditorium or annexe unless written consent of the licensing authority has been obtained.

The Hirer must ensure they comply with the Smoke-free regulations 2006. Smoking is not permitted in any part of the building.

#### **10. BAZAARS, FLOWER SHOWS, PAGEANTS ETC.**

In the case of bazaars, flower show, sale of work, pageants or any other proposed user involving fixed stands or displays, copies of the plan of the proposed arrangement of the stands gangways etc. must be submitted to the Manager for approval at least Fourteen Days before the first day of hiring. The Hirer shall ensure that at all times fire exits and gangways will be kept clear. The Management reserves the right to move or remove any obstructions, which will be kept in safe keeping by the Manager.

#### **11. ADDITIONAL STAFF**

In all hirings where public performances are involved, the Hirer must discuss with the Manager the requirements of additional staff and the Hirer shall at his own expense engage any necessary door, cloakroom or other attendants required by the Manager in connection with the event for which the Hall is hired. Stewards must sit by the doors throughout the performances in order to assist the public and ensure public safety. The Manager is not authorised to pay such attendants on behalf of the Hirer and the Hirer must arrange to pay them direct if necessary.

#### **12. PUBLIC SAFETY**

The Hirer shall if required by the manager arrange Police Constables and any other persons (including Firemen) necessary or desirable for keeping due order on the premises and for securing the safe ingress and egress of members of the public attending the Hall shall be on duty throughout the whole of the period for which the Hall is hired and shall meet the cost incurred.

#### **13. LOSS OF PROPERTY**

The Management and its employees shall not be responsible for the loss or theft of or damage to property belonging to the Hirer, his servants or the public attending the Hall.

#### **14. TAX**

The Hirer shall be liable and shall make arrangements for the payment of tax chargeable in respect of the purpose for which the Hall is used.

#### **15. SCENERY DECORATIONS/BALLOONS/HELIUM BALLOONS**

No scenery, decorations, balloons or helium balloons shall be used in the Hall without the previous sanction of the Manager. If any consent is received by the Hirer, the Hirer must ensure that any scenery or decorations used will be of a flame resistant material.

#### **16. CONFETTI, STREAMERS AND PARTY DECORATIONS**

The Hirer shall not except by consent of the Manager permit the throwing of confetti, streamers or any other similar articles in or about the Hall during the period of hire. The Management shall be at liberty to charge the Hirer any such sum which is incurred in the clearing away of any such articles.

#### **17. USE OF RECORDED MUSIC**

The Hirer shall make his own arrangements with the office of Phonographic Performance Ltd. 62, Oxford Street, London, W1 to obtain and pay charges in respect of a license to perform recorded music or speech by means of records, tapes or compact disc if such a performance is to form part of the purpose for which the Hall is hired. Such license must be produced to the Manager if required. The Hall is licensed with the Performing Rights Society for the performance of copyright music and the Hirer will be responsible for any charges made by them.

#### **18. USE OF RECEPTION EQUIPMENT FOR PUBLIC TELEVISION BROADCASTS**

The Hall does not hold a TV Licence to view or record television services terrestrial, satellite or cable on the premises. It is the responsibility of the hirer to obtain the relevant licence if they wish to show, view or record television services.

The Hall will not be responsible for any costs involved.

#### **19. COPYRIGHT**

The Hirer shall not use the Hall for the performance of any dramatic or musical work of any description or for the delivery of any lectures in which copyright exists without the consent of the owner of the said copyright or in any other manner infringe any subsisting copyright. The Hirer shall indemnify the management from and against all claims, actions and proceedings in respect of any infringement of copyright during the period of hire.

#### **20. ELECTRICAL EQUIPMENT**

The Hirer shall not interfere with or permit the interference with any of the Hall's electrical lighting, sound amplifying fittings, equipment or apparatus installed in the Hall and shall not install or use in the Hall any additional electrical or sound amplifying fittings, equipment or apparatus unless specifically authorised to do so by the Manager or the Technical Manager/Lighting Technician.

#### **21. FREE ACCESS OF OFFICERS**

The Manager, other duly authorised offices of the Haslemere Hall, the Police and Fire Authority, their officials and agents shall at all times have the full right of access to all parts of the Hall.

## **22. HIRE CHARGES**

The prescribed charges for the use of the Hall and certain other miscellaneous charges are set out in the schedule hereto. The Hirer shall forward the deposit and balance of the monies in accordance with Clause 24. Please also see Clause 48 in relation to conditions of premises at the end of the hire period.

## **23. SPECIAL NOTICE**

Hire fees are subject to revision. The Trustees normally revises charges in April of every year and may revise charges at other times. The Hirer in making an application to hire agrees to pay fees applicable at the date of the actual hiring which will be notified to him 28 days before the date of hire when payment becomes due.

## **24. APPLICATION FORM**

The Hirer must complete the Hall's application form in respect of each hiring and send it to the Manager. A deposit of 50% of the current charge or the full charge if this is less than that sum specified in the schedule hereto where applicable must be received by the Manger before the Hall will be specifically reserved, the balance to be paid not less than TWENTY EIGHT days before the date of hire. Cheques and postal orders must be crossed and made payable to Haslemere Hall. Only the Haslemere Hall's official receipt will be recognised. No responsibility will be accepted by the Trustees for any remittance which may be undelivered or lost or stolen in the post. In the absence of payment in full being received by the Manager the Hirer may be refused admission to the Hall.

## **25. CANCELLATIONS**

- (a) In the event of the cancellation of a booking of the Hall by the Hirer, this must be received in writing by the Manager TWENTY EIGHT DAYS prior to the date of hire, when the deposit only will be payable. In all other cases, the full hire charge remains due and payable. In the event of the Trustees being able to re-let a cancelled booking, the deposit will be refunded to the Hirer. The Trustees reserve the right to cancel any booking by giving not less than TWENTY EIGHT DAYS notice in writing to the Hirer. No compensation shall be payable to the Hirer by the Trustees but any sums which shall have been paid by the Hirer to the Trustees will be refunded.
- (b) In the event of the Hall being damaged by fire, flood or explosion or any other cause rendering it unsuitable, the management shall by written notice, inform the Hirer that the Hall will not be available for hire. No compensation for such cancellation shall be payable to the Hirer by the Hall but any sums which shall have been paid by the Hirer to the Hall will be refunded.
- (c) If for any other reason any Hall cannot be made available to the Hirer on the date of hire, then the Trustees shall be entitled to cancel any bookings and shall give not less than FOURTEEN DAYS written notice to that effect to the Hirer. In such event, the management shall use reasonable endeavours to offer an alternative venue for the hire date and if such venue is accepted, the original application will be treated as an application for the alternative venue and the conditions and regulations appertaining thereto shall apply. No compensation for cancellation by the Trustees shall be payable to the Hirer, but any such sums which have been paid by the Hirer to the Trustees will be refunded other than those applicable to the hire of the replacement premises.

## **26. DANCE BAND**

If the Hall is used for the purpose of a dance, the band or orchestra arranged by the Hirer to provide music for dancing shall be engaged on conditions that ensure observance in the employment of musicians of the minimum fees prescribed by the Musician's Union or other recognised Union for such class of engagement.

## **27. DAMAGE TO FLOOR**

The Hirer shall ensure that all persons using the floor of the Hall for dancing shall wear suitable footwear and the Hirer shall be responsible for any damage to the floor caused by any breach of this condition.

## **28. EQUIPMENT**

With the prior approval of the Manager, the Hirer is permitted to use such stage lighting and other curtains, public address equipment, pianos, and projection equipment installed in the Hall; these may be subject to additional hire fee. The Hirer must ensure to the satisfaction of the Manager that such equipment is only operated by suitably qualified persons. The Hirer undertakes and agrees to be responsible for all damage occasioned thereto and loss thereof as a consequence of use by the Hirer or his servants or any member of the public attending the Hall during the hiring and will pay to the Trustees all the expenses which may be incurred as a result thereof and any such expenses shall be recovered from the Hirer.

## **29. FURNITURE**

The Hirer is permitted to use furniture and fittings installed in the Hall and undertakes and agrees to be responsible for any damage occasioned thereto or loss thereof as consequence of use the Hirer or his servants or any member of the public attending the Hall during the hiring and will pay to the Hall all the expenses which may be incurred as a result thereof and any such expenses shall be recoverable from the Hirer. Layout of furniture etc. must not be altered without permission.

### **30. HIRE OF MISCELLANEOUS ITEMS**

If the Hirer wishes to hire any miscellaneous equipment or any equipment or any other additional items in the Hall from the Management, then the cost and terms and conditions of hire shall be as directed by the Manager.

### **31. ACCESS TO ROOMS HIRED**

The Hirer, his servants and members of the public attending the Hall during the hiring thereof to the Hirer will be permitted to enter and use only those rooms and parts of which the Hirer has arranged to hire. These rooms are not to be used for any other purpose without the previous consent of the Manager. Facilities outside the Hall such as toilets etc. will have to be shared in the event of there being more than one hiring at the same time.

### **32. SUB LETTING**

No sub-letting or assignment of the hiring of the Hall is permitted without the previous consent of the Manager.

### **33. TYPE OF USE**

The Hall shall only be used for such purposes as the Management may approve and the Management reserves to themselves their officers and their servants the rights of prohibiting any improper use thereof and of instantly terminating the letting of the Hall (without payment of compensation) if the same be used for any unseemly or undesirable purpose. The Management reserve to themselves the right to cancel without notice any hiring which they may consider likely to be objectionable or contrary to public policy without payment of any compensation if the Hirer commits a breach of any of the conditions or regulations contained herein without prejudice howsoever, to any antecedent or other rights which the Management may have against the Hirer.

### **34. SUNDAY TRADING**

The Hirer shall ensure full compliance with the terms of Sunday Trading Act 1994 or any regulations made thereunder.

### **35. NOISE AND ODOURS**

The Management reserve the right to prohibit the use of any device liable to emit an offensive odour or smoke. The use of any gas, petrol, diesel fuel paraffin or explosive device is forbidden without the specific approval of the Manager in compliance with safety regulations. Use of special effect lighting, e.g. Strobe lights, must be approved in advance with the Management. The use of engines, compressors, mechanical organs, loudspeakers, whistles, bells and any other noisy instrument or apparatus during certain hours may be restricted at the discretion of the Management. The Hirer shall ensure that loudspeakers and any other noisy instruments or apparatus are not so used as to cause annoyance to any local or other users of the building and the Management reserves the right to enforce this condition by regulating the volume of any such instrument or apparatus or switching off the electricity supply to the same.

### **36. COMPETITIONS**

The Hirer must ensure that all participants in any competition at the Hall are properly supervised and controlled and that the detailed arrangements for the competition are agreed with the Manager prior to the date of hire.

### **37. INDEMNITY AND INSURANCE**

- (a) The Hirer shall indemnify the Hall against all actions, proceedings, claims and demands brought or made against the Hall in respect of loss, damage or injury sustained by any person whilst on or in the premises during the currency of, or in pursuance of the agreement provided that he shall not be liable to indemnify the Management for any injury, damage or loss caused solely by the negligence of the Trustees, its officers and agents, or any faulty or defective nature of the premises or any machinery, plant or equipment belonging to the Hall and being therein.
- (b) Each party shall insure its artistes and staff under the various Employers Liability and Workmen's Compensation Act and at common law, and if required produce the policy and the premium receipt or other sufficient evidence shall be at liberty to cancel the Agreement and claim damages.

### **38. EXHIBITION SPACE**

All items sold shall be marked accordingly, and shall be recorded on a receipt issued for such purposes with name and address of the purchaser. Purchaser's cheques shall be made payable to "Haslemere Hall" and shall be given to the box office staff. The Management will deduct an amount from the total sales receipts in lieu of the normal deposit and hire charges in accordance with the schedule hereto and remit the balance to the Hirer within 21 days of the end of the hire period. The Management do not accept responsibility for dishonoured cheques.

### **39. CATERING**

The Haslemere Hall has sole rights of both intoxicating and non intoxicating drinks. Any food catering must be approved by the Management.

No deep fat frying is allowed without the express permission of the Manager. No cooking that will emit an odour that will be offensive to other users is allowed.

If food is prepared for the public or sale to the public, the food or drinks must be prepared in a hygienic manner and conform to Food Hygiene Regulations. All food preparation should be completed under the supervision of a person holding a "Food Hygiene Certificate".

The Hall is licensed for the sale of intoxicating liquors in certain specified areas during normal licensing hours. Should the Hirer desire that these hours be extended in connection with his function, it will be necessary for him to inform the Manager not less than fourteen days prior to the function in order that the Management make the necessary applications to the Licensing Justices for the grant of an extension of permitted hours. No intoxicating liquors may be brought to or sold or consumed in the Hall unless by prior arrangement.

### **40. PROGRAMMING**

Hirers must provide their own programmes and make arrangements with the Manager for their sale. The Hirer is also referred to Clause 6.

### **41. TECHNICAL EQUIPMENT**

Hirers who wish to use the stage, sound and lighting equipment must make arrangements with the Technical Manager/Lighting Technician. Hirers will not be allowed to use the stage or technical equipment without supervision.

### **42. PUBLICITY**

Hirers are fully responsible for the marketing and promotion of their event. Hirers will be given the option to publicise an event through the Hall's brochure which may attract an additional pre-paid charge.

### **43. PRINTING OF TICKETS**

The management reserves the right to supply and print all tickets, but will only charge the Hirer the actual cost thereof.

### **44. SALE OF TICKETS**

The management will charge 10% for each ticket sold and will advise the Hirer the full details of sales and charges.

### **45. STAGE TYPE**

The Management reserves the right to alter the stage type subject to discussion with the Hirer.

### **46. DUPLICATION OF PROGRAMME**

The Management reserve the right to refuse any booking for a public performance which will cause duplication or imbalance in the Hall's programme.

### **47. STAGE LAYOUT AND SEATING ARRANGEMENTS**

The Hirer must agree with the Manager the stage layout and or any room layouts at the time of hiring.

### **48. CONDITIONS OF PREMISES AT THE END OF THE HIRE**

- (a) The Hirer shall at all times ensure that the Hall is kept clean, tidy and undamaged and that it is left in that condition at the termination of the hire period. Refuse must be disposed of and all damage to the Hall and any neighbouring land (including fixtures on such land) must be made good as soon as reasonably practicable at the expense of the Hirer. The Trustees reserve the right to recover from the Hirer any additional sum which may be incurred by the management in carrying out any reinstatement work necessitated by any breach of any condition or regulation appearing herein.
- (b) The Hirer shall be liable to reimburse the Management the cost of any cleaning additional to the cleaning normally carried out by the Management at the end of a period of hire necessitated by any misuse or exceptional use of the Hall by the Hirer.

### **49. FAILURE TO OBSERVE CONDITIONS**

If the Hirer refuses or omits to perform or observe any of these conditions or regulations imposed by the Management or the terms or any instructions of the Manager he or his servants, guests or invitees, licensees may be excluded from the Hall until he or they comply with the same but without relieving him from his obligations hereunder.