



1. **VENUE**

**'The Venue'** shall mean the Meridian Hall, the Main Hall the Cranston Suite, the Council Chamber, the Old Court House, the Kitchens, the Courtyards and the Car Park within East Court Estate.

2. **REGULATIONS**

All users are bound by the rules and regulations governing use of the Venue, which are deemed to be incorporated in these conditions.

**'The Hirer'** shall mean the person or persons signing the booking form produced by the East Grinstead Town Council.

**'Ceremony'** shall mean Civil Ceremonies, Vow Renewals and Baby Naming Ceremonies.

**'The Hire Period'** shall mean the date and time specified by the Hirer on the East Grinstead Town Council's booking form.

**'Additional Charges'** shall include all costs due from the Hirer for breakages, damages to equipment and property, additional hire time and additional caretaking time when the Hirer has left the premises in an unacceptable condition.

**'The Council'** shall refer to all action taken by its Town Clerk or any other duly authorised Officer.

3. **BOOKING PROCEDURE, DEPOSIT AND PAYMENT OF CHARGES**

The following procedure for bookings, deposits and payment of charges shall apply to all bookings other than regular weekly and monthly hiring's for which separate arrangements will apply.

(a) **PROVISIONAL BOOKING**

Provisional bookings will only be accepted and held open for a period of 14 days. During which time the Hirer must complete an official booking form and deliver such to the Town Council Offices with a non-refundable booking deposit of 50% of the hire fee for Venue bookings and a non-refundable payment in full for Ceremony' bookings. As calculated from the information on the booking forms and by reference to the Council's scale of charges applicable at that time.

Within a period of 15 days from receipt of the completed booking form, it will be either accepted or rejected by the Town Clerk or other authorised officer of the Council (whose decision shall be final) and notification of such, communicated to the Hirer.

Provisional bookings not confirmed within 14 days will be deleted from the diary without further contact.

(b) **ACCEPTED FORMS OF PAYMENT**

The East Grinstead Town Council accepts payment by cheque (payable to East Grinstead Town Council), bank transfer or a debit card.

(b) **HIRE CHARGES**

The charges for the Hire of the Venue shall be those determined from time to time by the Council and as notified to the Hirer prior to the submission of a booking form as mentioned above. The Council's current policy is to review charges annually with effect from the 1st April each year and where a booking is for a date or dates after the date on which the Council's reviewed charges next come into effect, then the scale of charges determined at the review shall be those applicable to the Hirer.

Where the scale of charges is reviewed by the Council upwards by a figure in excess of 10% above the increase in the retail price index (or any index replacing same) and the hire would be subject to such new scale of charges, the Council shall give the Hirer written notice of such increase (the notice to be sent to the address stated on the booking form) and the Hirer shall have the right to cancel the booking and be entitled to the return of the booking deposit paid but this option shall only be available to the Hirer for a period of 15 days from the date of the Council's written notice as above. Thereafter the Hirer shall be deemed to have accepted and shall be bound by the new scale of charges as if such had been agreed at the time of the original booking.

The Hire Period is to include time for the Hirer and any of his agents or guests to set up and clear up. Any time before or after these hours must be authorised and will be chargeable at the Council's rates applicable at that time. Payment of such additional charges shall be due to the Council within 14 days of the invoice.

The Hirer must not presume there is access to the Venue either side of the Hire Period. Any unauthorized access will be limited and all terms and conditions apply when present at East Court.

(c) **PAYMENT AND BREAKAGES DEPOSIT BEFORE HIRE DATE**

The Council shall invoice the Hirer at least 6 weeks before the Hire date for the balance of the hire charges (as calculated from the information provided on the booking form by the Hirer). The Hirer must settle such invoice at least 30 days before the date of Hire; otherwise the Council shall have the right to cancel the booking.

A breakage deposit of £250 shall be charged prior to the event (at the Town Council's discretion) The Hirer must settle such invoice at least 30 days before the date of Hire; which is refundable after the event. From which the Council, at their discretion may make deductions for Additional Charges and additional time to The Hire Period.

(e) **ADDITIONAL CHARGES**

The Hirer is responsible for all damages on the East Court Estate and The Venue occurring during The Hire Period and during authorized access however caused.

The Hirer shall leave the Venue in a clean and orderly state at the end of 'The Hire Period'. Any other charges due from the Hirer in addition to the charges referred to



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above shall be invoiced to the Hirer by the council as soon as is practical after the date of Hire. The Council may at its discretion issue an interim invoice or invoices. Payment of such additional charges shall be due to the council within 14 days of the date of the invoice(s) thereafter the council reserves the right to charge interest on the amount owing at the rate of 15% per annum from the date of invoice to the date of payment.

Vehicles are not permitted to be driven onto the terraces of the East Court facilities and any damage resulting from the breach of this Condition will be recharged in full to the Hirer.

**The Council accepts recycled waste only. The Hirer is responsible for taking home all other waste generated during their hire period. A charge will be made for disposal any unauthorized waste.**

#### 4. CANCELLATION OF BOOKING BY THE HIRER

In the event of the Hirer having to cancel a booking more than three months in advance of the booked date, the booking deposit of 50% of the hire fee on 'Venue' bookings and the full payment on 'Ceremony' bookings is non-refundable.

Should the Hirer give less than three calendar months' notice of cancellation for the Hire period then the Hirer shall become liable for the full hire charge. Bookings cannot be postponed and the same terms and conditions apply as if the booking is cancelled.

#### 5. CANCELLATION BY THE COUNCIL

The booking shall be accepted by the Council on the basis of the information supplied by the Hirer on the booking form. should any of the information as to proposed use, maximum number of persons or any relevant factor which was taken into account by the Council in considering the application for hire be found not be correct in all respects then they reserve the right to cancel the booking

Upon cancellation by the Council arising from the Hirer's non-payment of the balance of the hire charge or in the circumstances referred to above, the booking deposit paid by the Hirer shall be forfeited in all cases and the Council shall be entitled to revoke from the Hirer the balance of the Hire charge.

If for reasons totally beyond the Councils control, the Council is unable to provide the facilities on the Hire date, then the booking shall be cancelled by the Council and all deposits and, where appropriate, balances of hire charges shall be refunded and that shall be the extent of the Council's liability.

#### 6. PURPOSE OF HIRE AND SUB-LETTING

Without the previous consent, in writing, of the Council, the Venue shall not be used for any other purpose or in any other manner than that stated in the application and the Hirer shall not, without the previous consent in writing to the Council, underlet of any other person or organisation.

**The facilities are not available for hiring for 18<sup>th</sup> or 21<sup>st</sup> birthday parties**

#### 7. MAINTENANCE OF GOOD ORDER – PROVISION

The Hirer of a responsible persons appointed by the Hirer must remain at the Venue until the last guest has departed.

The Hirer is responsible for informing agents and guests of these Terms and Conditions.

The Hirer shall be responsible for good order being kept at any of the Venues during the Hire period. The Council representative reserves the right of entry, or to ask any persons to leave the East Court Estate who are not keeping good order or who are under the influence, in the opinion of the Council Representative, or excessive alcohol consumption at any time during the Hire period

The Hirer shall be required to take all reasonable precaution by supervision or otherwise for good order being kept at the Venue during the hire period. The Council Representative reserves the right to end The Hire Period at any time due to good order not being kept and to exclude all persons there from and the charge made to or due from the Hirer shall not be waived

#### 8. PERSONAL INJURY AND LOSS AND DAMAGE TO PROPERTY

The Hirer is responsible for the care and custody of the cloakrooms and is responsible for any mistakes, loss or damage which may occur

The Town Council accepts no responsibility for any property belonging to the Hirer, his guests or his agents on the East Court Estate any time.

The Town Council shall not be responsible for may loss or damage to any property arising out of the hiring nor the loss, damage or injury which may be incurred by or be done or happen to any person or persons using any of The Venues during the Hire Period arising from whatsoever or for any loss due to the breakdown of machinery failure, of supply or electricity, leakage of water, fire Government restrictions or Act of God which may cause the hiring to be interrupted or cancelled

All cars are left at the owners' risk. The Town Council accepts no responsibility for cars parked on the East Court Estate.

#### 9. PARKING

Overnight parking is prohibited. Please be aware that parking is for the hirer and guests during the hire period only.

All cars are left at the owners' risk. The Town Council accepts no responsibility for cars parked on the East Court Estate



#### 10. ELECTRICAL SAFETY

It is recommended that any Electrical equipment bought in and used by the Hirer should carry an up to date PAT test certificate, which should be presented with the booking form. The electrical circuits in the premises must not be overloaded by the attachment of excessive quantities of electrical equipment. The maximum loading on the electrical circuits must not exceed 30amps. Should any damages occur to the circuits by the connection of either faulty equipment or circuit overloading, the Hirer will be responsible for the cost of any repairs, call-out charges etc. to reset circuits whether by a qualified electrician or a Council employee.

#### 11. CATERING SERVICES

The Hirer may employ a professional caterer of his choice. The Hirer is responsible for ensuring a copy of the caterer's public insurance, valid of the time of the hire is supplied to the Town Council at least 28 days prior to the hiring.

The Town Council is not responsible for any agent's contract by the Hirer and reserves the right to refuse access to East Court

The kitchen is also available for hire of the purpose of self-catering by the Hirer for functions and events where the Town Clerk is satisfied that such arrangements are acceptable.

The Hirer is required to ensure that after its use the kitchen, its equipment, crockery and cutlery are all left in a clean and tidy condition. As with all Hiring's if the kitchen and equipment are not left in an acceptable and satisfactory condition after use the Hirer shall pay to the Council the cost of cleaning the same.

When the Hirer books the Meridian Hall, but does not include the kitchen in the hire Period, the kitchen will be locked at all time and not available for use.

#### 12. LIQUOR LICENCE

If a pay bar is required at the Meridian Hall or the Main Hall and Cranston Suite within the East Court Mansion this must be provided by the East Grinstead Town Council's in-house bar, for the Meridian Hall and East Court Mansion. There is a charge made for the use of this facility.

Guests at East Court aged 16 and 17 are only allowed to drink beer, wine or cider with a table meal provided that an adult purchased the drink. An adult must accompany the 16 or 17 year old(s) at the table.

All alcoholic drink must cease to be served at 23:30 The Venues must be vacated by midnight.

The Hirer is responsible for informing guests under the age of 16 and their guardians that they will not be served and are not permitted to drink alcohol at any time at any of the Council's Venues.

Any persons who deem to look under the age of 25, in the opinion of the Town Council, and do not carry picture ID will be also refused alcohol.

The Hirer is permitted to provide their own alcohol if they are intending not to sell alcohol for The Hire Period whether by the way of separate sale or donations within the Meridian Hall, the Main Hall and the Cranston Suite. It is the hirers responsible to inform guests under the age of 25 that picture ID may be requested for the consumption of alcohol at East Court. Liquor License terms and conditions apply and there is a charge made for the use of this facility.

#### 13. BROADCASTING AND FILM RIGHTS

No person or body hiring any part or all of The Venue shall grant broadcasting (sound or television) or film rights without the prior written consent of the Town Clerk. If such consent is given, the Town Council reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to share in any income and publicity derived there from.

#### 14. PUBLIC PERFORMANCE AND COPYRIGHT WORKS

There shall be no infringement of copyright during the period of Hiring and the Hirer hereby agrees to indemnify the Council in respect of any liability arising from any infringement. The Hirer shall comply with the requirements of the Performing Rights Society Limited in relation to all musical work in the Society's repertoire. If the Hirer intends to use any recorded music at an event they must produce a valid Phonographic Performance License (PPL) at the time of booking.

#### 15. MUSIC AND DANCING

The Hirer shall observe all Acts of Parliament Regulations and Byelaws applicable to public entertainment including music, singing and dancing in Public Places.

The Hirer must ensure that all entertainment booked for The Hire Period, with emphasis on Bands and DJs, are in possession of a Public Liability Insurance Document and the equipment is used for The Hire Period is Portable Appliance Tested(PAT). The Council reserves the right to request a copy of this documentation at any time will refuse permission to any agents who do not have Public Liability Insurance and whose equipment is not Portable Appliance Tested.

**The use of dry ice, fog machines or bubble machines is not permitted in any of the Council buildings.**

The Town Council is not responsible for any agents contracted by The Hirer and reserves the right to refuse access to East Court.

#### 16. SERVICES AND ALTERATIONS

The Hirer and his agents must seek the permission of the Town Council for the positioning and use of any



items within The Venue including gazebos and garden furniture in the Meridian Hall Courtyard.

All tables, chairs and furniture inside the Town Council buildings are not for outside use.

No additions or alterations shall be made to the water, gas, electrical or audio equipment and no structural or other alterations shall be made to the fabric of the building, nor to any of the installations, furniture, fixtures or fittings or other property at the Venue, and no equipment or materials requiring attachment to the fabric of the Venue shall be installed.

No nails, pins, staples, sticky tape, glue or adhesive putty are permitted to be used anywhere at any of The Venues. Failure to adhere to this will result in the breakages deposit not being refundable.

The cost of making good any damage arising from the breach of the Condition shall be determined by the Town Clerk whose decision shall be final and such costs shall be payable by the Hirer within 14 days of being sent a written demand for payment.

#### 17. **FIRE REGULATIONS - EXITS AND ENTRANCES**

All emergency exits shall be kept permanently unlocked during the period of Hire and the Hirer shall not block any other entrances or exits to the Hall (internal or external).

In the event of a fire, guests must leave the buildings by the nearest fire exit and gather in the main Car Park. The Hirer or their nominated Responsible Person is responsible for accounting for all guests once they have vacated the building.

The Town Council reserves for any authorised officer whether of the Council, Police, Fire or other statutory authority the right of entry at all times.

There is strictly no smoking allowed inside any of the Town Council buildings.

Due to the automatic fire alarms the Town Council does not allow the use of candles or dry ice fog machines in any of its buildings.

**Fireworks and Chinese Lanterns are not permitted within the Town Council grounds of the East Court Estate.**

#### 18. **INDEMNITY AND INSURANCE**

The Hirer shall be liable for and shall indemnify the Council against any liability, loss, claim or proceedings whatsoever arising under any statute or at any common law in respect of any default or injury howsoever or by whosoever caused by or to any persons which shall occur while such person is in or upon any part of the premises, or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury other than arising from the Council's negligence.

The Council strongly recommends that The Hirer takes out event insurance, including Public Liability cover if

preferred, to cover The Hirer in the event of cancellation due to circumstances beyond their control.

The Hirer other than those hiring The Venue for a private non-paying function are required to produce evidence of public liability insurance to a level recommended by the Council's insurers.

#### 19. **FLYPOSTING**

No direction signs, balloons etc. are permitted on routes leading to the East Court Estate.

The practice of displaying posters on vacant shop premises, street furniture, builder's hoardings, trees etc., is illegal and makes the offender liable, on summary conviction, to substantial penalties. The unauthorised display of posters may result in the cancellation of the hiring to which the posters refer, and would certainly be taken into account when considering future bookings of any Town Council premises.

#### 20. **LOTTERIES, RAFFLES AND GAMING**

No gaming, betting games or lotteries shall be carried on, or allowed to be carried on in the Venue or any part thereof, except those games made lawful by the Betting Gaming and Lotteries Acts, and then only if the appropriate statutory provisions are complied with.

#### 21. **COMPLAINT**

Any complaint by the Hirer in respect of the use of the Venue or of the arrangements therewith shall be made to the Town Clerk in writing within 7 days of the date of the Hiring. All correspondence shall be addressed to: The Town Clerk, East Grinstead Town Council, Council Offices, East Court, College Lane, East Grinstead, West Sussex, RH19 3LT.

The Council reserves the right to amend these Conditions and Regulations at any time (providing that the Hirer shall be notified of any such changes) and the Conditions in force at the date of Hire shall be those applicable thereto.