



Conditions of Hire for The East Court Lower Terrace

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1. Terms, Definitions & Regulations

- 1.1 The parties to the Hire Agreement are EGTC and the Hirer.
- 1.2 These are the terms and conditions on which we take bookings for events you wish to hold on the lower terrace at East Court.
- 1.3 Please read these terms carefully before you make your booking with us. These terms tell you who we are, how we will take your bookings, how the contract between you and the Council for your booking is formed, how you may change and end your contract and other important information.
- 1.4 All users are bound by the rules and regulations governing use of the Venue, which are deemed to be incorporated in these conditions.
- 1.5 In these Conditions the following definitions shall apply:

EGTC	Refers to the East Grinstead Town Council
EGTC Representative	The person designated as the main point of onsite contact
Hirer or You	The person or persons signing the booking form produced by the East Grinstead Town Council.
The Period of Hire	Is the period of time as described in the Hire Agreement Booking Form
The Event	Is the activity/function taking place during the Period of Hire, as described in the Hire Agreement Application form.
The Hire Charge	Refers to the fee (incl. VAT at the prevailing rate) & the service charge on alcohol.
Third Party	Is any person or organisation contracted by the hirer to provide a service; including but not limited to caterers & entertainers.
The Council	Shall refer to all action taken by the Town Clerk or any other duly authorised Officer.

- 1.6 We are the East Grinstead Town Council, and our address is East Court, College Lane, East Grinstead, West Sussex, RH19 3LT. and our VAT number is 801373562.

2. Application for Hire & Provisional Bookings

- 2.1 All applications for hire must be made via the Booking & Functions Coordinator.
- 2.2 All bookings will be treated as provisional until the signed Hire Agreement Application form is received from the Hirer and the appropriate deposit has been paid. Provisional bookings are held for 14 days following the enquiry by the Hirer.

- 2.3 The Hirer must pay the booking fee to EGTC and complete the signed Booking Application(s) to secure the booking. The Hire Agreement constitutes the entire agreement between the parties relating to the subject matter of the agreement.
- 2.4 The Hire Agreement must clearly state the period of hire and the anticipated number of guests expected.
- 2.5 All evening events must be brought to a close by 21:00; the Hirer is responsible for ensuring all guests and contractors vacate the area and equipment or other objects brought in by the Hirer are cleared.
- 2.6 EGTC venues are not available for hiring for 18th or 21st birthday parties.
- 2.7 The maximum number of people that can attend is 80.
- 2.8 All prices in relation to this Agreement are stated inclusive of VAT at the prevailing rate. Any changes to the VAT rate will be included in the final invoice.
- 2.9 The charges for the hire of the venue are determined annually by the Council.
- 2.10 If payment of the Hire Charge is not received by the dates set out in this Condition, EGTC reserves the right to cancel the Event without liability of EGTC to the Hirer.

3. Variations, Additional Charges & Cancellation

- 3.1 In the case of inclement weather, the hirer may cancel on the day and receive a full refund.
- 3.2 No variation to the Hire Agreement shall be effective unless agreed in writing and signed on behalf of EGTC and the Hirer.
- 3.3 There is no administration charge made by the Council for any amendments to a booking however, there may be additional costs due for late vacation of the terrace.
- 3.4 Without the previous consent, in writing, of the Council, the terrace shall not be used for any other purpose or in any other manner than that stated in the application.
- 3.5 EGTC may cancel the Event: if the terrace or any area within the East Court Estate is closed due to circumstances outside its control which precludes the Event taking place. Booking fees shall be refunded and that shall be the extent of the Council's liability.
- 3.6 EGTC may cancel any Event that in the opinion of EGTC, damage or prejudice the reputation and/or good name of the Council.

4. Facilities & Parking

- 4.1 Overnight parking shall only be granted at the discretion of EGTC following discussion with the Hirer or their authorised representative.
- 4.2 Parking is for the Hirer and their guests during the event at the owner's risk.

- 4.3 Dogs are permitted but must be always kept on a lead.
- 4.4 EGTC will take no responsibility for the security of the terraces while in use by a hirer.
- 4.5 A booking on of the lower terrace does not guarantee access to the East Court public toilets.

5. Use of the Terrace

- 5.1 No part of the terraces or ancillary areas may be used for any purpose other than that described in the Hire Agreement or used for any unlawful purpose.
- 5.2 Fireworks, Chinese Lanterns, Bouncy Castles, BBQ's, Fires or Open Flames are strictly prohibited on the East Court Estate with exception of sparklers which are permitted with previous consent, in writing, of the Council.
- 5.3 The Hirer or a nominated person must remain at the venue until the last guest has departed.
- 5.4 The Hirer is responsible for ensuring the flower beds and civic planting are always respected.
- 5.5 Sports/ball games are not suitable for the terraces.
- 5.6 The Hirer is responsible for clearing the area of their rubbish, leaving the area clear and tidy, the estate bins may not be used for bags of rubbish following an event.
- 5.7 Groups causing damage or undue disturbance may be asked to leave which will forfeit their payment.

6. Third Parties Providing Services

- 6.1 The Council accepts no responsibility for any Hirer's third party that provide a Service at the event. The Hirer shall provide a copy of their contractor's public liability insurance valid at the time of the event.

7. Consumables and Alcohol

- 7.1 Hirers can supply their picnic or employ a professional caterer of their choosing.
- 7.2 The Hirer is permitted to provide their own alcohol; only if they are not intending to sell alcohol during the Hire Period whether by the way of separate sale or donations. Alcohol License terms and conditions apply and there is a charge made for the use of this facility.
- 7.3 The Hirer is responsible for ensuring anyone under 18 are refused alcohol.
- 7.4 EGTC representative reserves the right to ask any persons to leave the terrace who are not keeping good order or who are under the influence, in the opinion of EGTC representative, of excessive alcohol consumption at any time during the Hire period.

7.5 A temporary events license will be required from Mid Sussex District Council if EGTC have permitted the sale of alcohol.

8. Music

8.1 The Playing of pre-recorded music must be declared on the application of hire as this is a licensing agreement. Music is required to be kept a level as not to disturb other users of East Court.

8.2 Live music performances for private bookings are no permitted.

8.3 The use of haze, smoke, pyrotechnics, dry ice, bubble machines or other similar special effects is strictly prohibited.

9. Health and Safety & Gazebos

9.1 The Hirer must take all reasonable care for their own health and safety, and for the health and safety of others who may be affected by their actions.

9.2 Gazebos may be erected with prior permission of the Town Council and may not be anchored to plants nor the terrace walls.

9.3 In the event of a fire, everyone must leave by the nearest fire exit and gather in the main car park. The Hirer is responsible for accounting for all guests once they have vacated the terraces.

9.4 The Hirer shall notify the EGTC Representative immediately in the event of any incident occurring during the Event where that incident causes any personal injury or any damage to property.

9.5 The Hirer must ensure any minors are supervised by parents / guardians at all times.

10. Photography and Drones

10.1 Any significant media interest in the Event must be notified in writing to EGTC. The Hirer may not grant broadcasting or filming rights related to the Event without the prior written consent of EGTC.

10.2 The Hirer may not grant use of a drone at the Event without the prior written consent of EGTC.

11. Complaints & Changes to Regulations

11.1 Any complaint arising out of the hiring must be made in writing to the EGTC Representative within 7 working days after the expiration of the Hire Period.

11.2 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.