



**EAST GRINSTEAD TOWN COUNCIL  
POLICY AND CONDITIONS OF HIRE  
FOR EAST COURT MANSION INCORPORATING  
THE MERIDIAN HALL, THE MAIN HALL, THE CRANSTON SUITE,  
THE COUNCIL CHAMBER, AND THE WAGG (MUSIC) ROOM  
AND THE PARISH HALLS DE LA WARR ROAD (The Town Council Acting as Trustees)**

1. 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. Telephone: East Grinstead (01342) 323636. Fax: (01342) 327823.
2. **VENUE**

In all correspondence, advertising and publicity, users must refer to the Venue as The Meridian Hall, Main Hall, the Main Hall the Cranston Suite, the Council Chamber the Wagg (Music) Room, or the Meeting in the Old Court House East Court, College Lane, East Grinstead, West Sussex RH19 3LT, or the Parish Halls De La Warr Road East Grinstead RH19 3LT
3. **REGULATIONS**

All users are bound by the rules and regulations governing use of the Venue, which are deemed to be incorporated in these conditions.
4. **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 application form and deliver such to the Town Council Offices with a booking deposit of 50% (or such other sum as is deemed appropriate by the Town Clerk or other authorised Officer of the Council), as calculated from the information on the booking form 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. Cheques to be made payable to East Grinstead Town Council.
  - (b) **HIRE CHARGES**
    - (i) 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.
    - (ii) 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.
    - (iii) A breakage deposit of £250 shall be charged prior to the event, at the Town Council's discretion, when the invoice is sent out, refundable after the event, from which the Council may make deductions for damage to property and equipment, the need for any additional cleaning after the event and any additional costs incurred by the Council associated with servicing the event outside the agreed time and terms of hire.
  - (c) **PAYMENT BEFORE HIRE DATE**

The Council shall invoice the Hirer at least 28 days 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 14 days before the date of Hire; otherwise the Council shall have the right to cancel the booking.
  - (d) **ADDITIONAL CHARGES**

Any other charges due from the Hirer in addition to the charges referred to 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. The term "Additional Charges" shall include all costs due from the Hirer for breakages, damage, additional hire time (i.e. where the Hirer enters or leaves the Venue before or after the times stated respectively on the booking form), for additional caretaking time when the Hirer has left the premises in an unacceptable condition or for any other item as referred to in these conditions.
  - (e) **CANCELLATION OF BOOKING BY THE HIRER**
    - (i) Should the hirer give at least 3 months notice of cancellation of the intended hire then the hirer should forfeit their 50% booking deposit, where hiring's are cancelled giving less than 3 months notice of cancellation they shall become liable for the full hire charge.
    - (ii) Cancellation of the booking shall only be effective from the date upon which formal written notice thereof shall be received by the Council at its offices.
  - (f) **CANCELLATION BY THE COUNCIL**
    - (i) The booking shall be accepted by the Council on the basis of the information supplied by the hirer on the booking form and 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 to be correct in all respects then the Council reserves the right to cancel the booking.
    - (ii) 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 in paragraph 4(f)(i) above, the booking deposit paid by the Hirer shall be forfeited in all cases and the Council shall be entitled to recover from the Hirer the balance of the Hire charge.
    - (iii) If for reasons totally beyond the Council's 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.
5. **PURPOSE OF HIRE AND SUB-LETTING**

Without the previous consent, in writing, of the Council, the accommodation 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 of the Council, underlet or part with possession of the accommodation or any part thereof to any other person or organization.

**The facilities are not available for hiring for 18th and 21st Birthday Parties.**

6. MAINTENANCE OF GOOD ORDER – PROVISION OF STEWARDS BY THE HIRER

- (a) The Hirer shall ensure that no undesirable person or persons be permitted to enter, remain or otherwise make use of the accommodation. The Council reserves the right, through the management or other servant of the Council, to require the Hirer to remove or cause to be removed, any person from the accommodation without giving any reason for doing so. The Hirer shall be responsible for the maintenance of good order and ensuring adequate responsible persons for the proper supervision of the function.
- (b) The Hirer shall be required to take all reasonable precautions by supervision or otherwise during the use of the premises to prevent any persons from doing damage to the premises and the contents and in respect of the behaviour of persons using the premises. In the case of non-observance of this condition, the Council reserve to themselves, to the Town Clerk or to the Caretaker or to other appointed representatives, the power to close the premises at any time and to exclude all persons there from and the charge made to or due from the Hirer shall not be waived. 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.
- (c) The Hire of the Parish Halls by young people for promoted music concerts requires a ratio of one adult steward per 20 attendees to be present throughout performances and until the Halls are cleared. Stewards are to ensure as far as possible good order during queuing for admittance and exiting the Halls. Admittance by valid ticket only. No Alcohol or drugs may be brought into or consumed on the premises. Stewards must ensure that the event ceases immediately should any evidence of alcohol or drug consumption become apparent on the premises during the hiring. Hirers must liaise with the local Police to ensure they are aware of event dates and times.

7. PERSONAL INJURY AND LOSS OF/OR DAMAGE TO PROPERTY

The cloakrooms will be in the care and custody of the Hirer who must provide necessary attendants and be responsible for any mistake, loss or damage which may occur. The use of the Venue and equipment, facilities and amenities (including cloakroom and car parking where available) is permitted entirely at the user's own risk and the Town Council shall not be liable for any personal injury to any user or for any loss or damage to any user's property or vehicles (whether he be the Hirer or an employee, invitee or associate of the Hirer). Any property and effects in the premises belonging to the Hirer will be at his sole risk, and unless otherwise agreed on behalf of the Council, if such equipment, property and effects are not removed on the termination of the hiring, additional fees may be charged therefore.

8. ELECTRICAL SAFETY

It is recommended that any Electrical Equipment brought in and used by Hirers 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 electric circuits must not exceed 30amps. Should any damage 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.

9. CATERING SERVICES

- (a) Hirers may employ their own professional caterers or self cater. Where a hirer employs a professional caterer they must ensure that a copy of the caterer's public liability insurance, valid for the time of the hire, is supplied to the Town Council at least 28 days prior to the hiring.
- (b) The kitchen is also available for hire for the purpose of self-catering (by the Hirer) for functions and events where the Town Clerk is satisfied that such arrangements are acceptable. In such circumstances a hire charge is levied.
- (c) Hirers of the kitchen for authorised self-catering purpose are 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.

- (d) In the case of the Meridian Hall only being booked by the Hirer, **the kitchen will be locked at all times and not available for use.**

10. LIQUOR LICENCE

If it is intended to sell alcohol at any event or function within the Venue (whether by way of separate sale or by including such in the price of admission tickets), the Hirer is responsible for making such arrangements. Such arrangements must be made through Light Bar Services for the Meridian Hall and Elliot Jones Catering for East Court. No alcohol may be sold in the Parish Halls

11. 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 therefrom.

12. 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 Licence (PPL) at the time of booking.

13. 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. Windows and Doors should be kept closed during all music concerts and events held at the Parish Halls to avoid disturbance to adjacent residents. Prior to departure from evening events in The Parish Halls hirers should make an announcement to those attending that the premises are in a residential area and to please minimise noise outside the venue. All events in the Parish Halls must finish by 11.00 PM

14. SERVICES AND ALTERATIONS

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 except with the prior express permission in writing of the Town Clerk and upon such terms and conditions as he shall stipulate and to his entire satisfaction and under his supervision.

15. MAKING GOOD OF DAMAGE

The cost of making good any damage arising from the breach of Condition No. 13, as of any other of the conditions, 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.

16. 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).

17. RIGHT OF ENTRY

The Town Council reserves (for any authorised officer whether of the Council, Police, Fire or other statutory authorities) the right of entry at all times to the Venue and the right to require the Hirer to refuse admission to, or remove from the Venue, any disorderly person or persons or any article which, in the opinion of the Town Clerk or his authorized agent or officers, may cause danger or damage to the Hall or the users thereof.

18. INDEMNITY AND INSURANCE

- (a) 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.

- (b) The Council reserves the right to require any Hirer to produce evidence that the necessary insurances referred to in sub-clause (a) hereof have been taken out and are in force at all material times.
  - (c) Hirers are advised to consult their insurers so as to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.
  - (d) Public Liability Insurance Hirers other than those hiring for a private non-paying function such as anniversary parties, birthday parties, funeral teas etc will be required to produce evidence of public liability insurance to a level recommended by the Council's insurers.
19. **FLYPOSTING**  
The practice of displaying posters on vacant shop premises, street furniture, builders 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.
22. **CHANGES TO REGULATIONS**  
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.
23. **CANDLES, SMOKE AND BUBBLE MACHINES MUST NOT BE USED ON THE TOWN COUNCIL PREMISES** due to the automatic fire alarms.
24. **SMOKING IS NOT PERMITTED IN ANY OF THE COUNCIL PREMISES.**

*NOTE -* Reference to the Council in these Conditions shall refer to all action taken by its Town Clerk or any other duly authorised Officer.