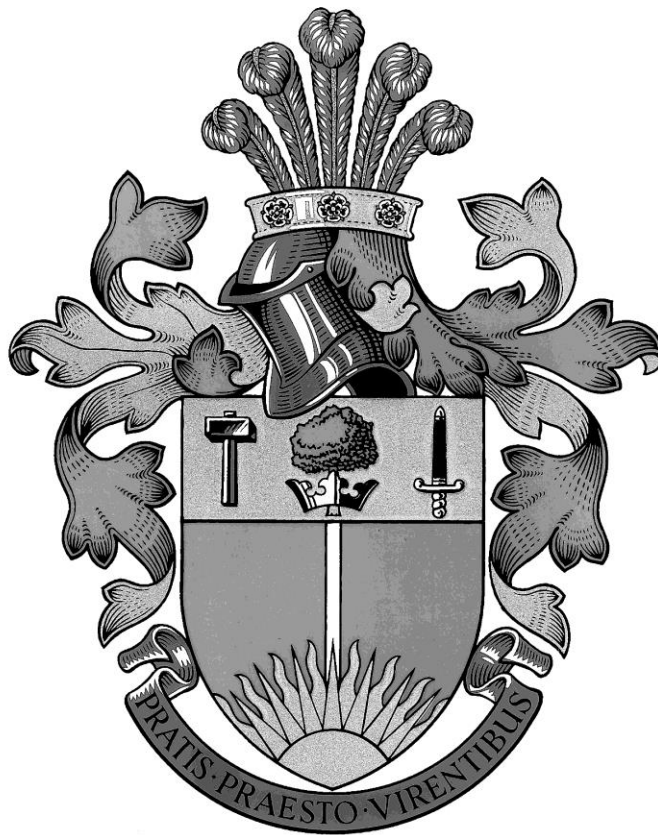




EAST COURT  
— WEDDINGS —

# Conditions of Hire for Weddings, Celebrations & Events





# EAST COURT

— W E D D I N G S —

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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 at any Venues 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:

a)	EGTC	Refers to the East Grinstead Town Council
b)	EGTC Representative	The person designated as the main point of onsite contact
c)	Hirer or You	The person or persons signing the booking form produced by the East Grinstead Town Council.
d)	The Venue(s)	Refers to any room, ancillary area or grounds on East Court estate so designated in the Hire Agreement and to which the Hirer has been granted permission to use under the Hire Agreement.
e)	Ceremony	Marriages, Civil Partnerships, Renewal of Vows and Baby Naming Ceremonies.
f)	The Period of Hire	Is the period of time as described in the Hire Agreement Booking Form and includes any time required by the Hirer to set up and clear the Venue.
g)	The Event	Is the activity/function taking place at the Venue during the Period of Hire, as described in the Hire Agreement Application form.
h)	The Hire Charge	Refers to the fee (incl. VAT at the prevailing rate), to include the room hire charge, ceremony charge (where applicable), additionally a service charge on alcohol, other charges as included on the function requirement form.
i)	Addition Charges	Include all costs due from the Hirer for breakages;



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		damages to equipment and property, additional hire time and additional caretaking time when the Hirer has left the premises in an unacceptable condition.
k)	Third Party	Is any person or organisation contracted by the hirer to provide a service; including but not limited to caterers, entertainers and room decorators.
l)	The Council	Shall refer to all action taken by the Town Clerk or any other duly authorised Officer.
J)	Force Majeure	Means any incident outside of the control of EGTC arising from:  I. the breakdown of equipment supplied by EGTC or by third parties;  II. the failure of supply of utility services;  III. an act of God, including but not limited to fire, flood or leakage of water;  IV. an act of terrorism or other public disorder; which may cause the Venue to be closed or hiring to be interrupted or cancelled;  V. a global pandemic.
k)	Consumables	Consumables means the food and drink (incl. alcoholic drinks) to be supplied at the Event).
l)	Services	Services means the provision of catering services, Event services and the supply of Consumables

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



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### **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.
- 2.3 A provisional booking can be cancelled without imposing any charges.
- 2.4 Venue(s) shall be held provisionally for 14 days following the enquiry by the Hirer. After this time the venue(s) shall be made available for booking by other parties without prior notification to the Hirer.

### **3. Hire Agreement & Confirmation of Bookings**

- 3.1 The Hirer must pay a non-refundable deposit 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.
- 3.2 In the case of any discrepancy on the Booking Confirmation the Hirer is responsible for notifying the Council immediately.
- 3.3 The Hire Agreement must clearly state which buildings and services are required, the period of hire and the anticipated number guested expected.
- 3.4 The end of the Event must be scheduled to allow sufficient time for the Hirer to clear the Venue of all persons, equipment or other objects brought in by the Hirer within the agreed Period of Hire.
- 3.5 All evening events must be brought to a close by 00:00; the Hirer is responsible for ensuring all guests and contractors have left the venue by 00:30, any additional time taken is chargeable at double the hourly rate.
- 3.6 It is the Hirer's responsibility to notify EGTC of its Third Party Contractors for the Event.
- 3.7 The deposit payable is 50% of the total Hire Charge as stated on the Provision Booking Summary with the exception of Ceremonies which are payable in full.
- 3.8 If a provisional booking is held invalid or illegal or the Council is unable to accept the booking, the applicant will be advised of this within 15 days from receipt of the completed booking form and no charge will be made.
- 3.9 EGTC venues are not available for hiring for 18th or 21st birthday parties.



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### **4. Payment of Hire Charge**

- 4.1 The Hire Charge less the deposit as set out in the Hire Agreement Confirmation must be paid in full no less than 6 weeks prior to the Period of Hire. EGTC shall issue an invoice for the charges to the Hirer at 8 weeks prior to commencement of the Period of Hire.
- 4.2 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.
- 4.3 The deposit constitutes a non-refundable payment.
- 4.4 All prices in relation to this Agreement are stated inclusive of VAT at the prevailing rate. Any changes to the V.A.T rate will be included in the final invoice.
- 4.5 The charges for the hire of the venue are determined annually by the Council.
- 4.6 A breakage deposit of £250.00 is payable prior to the Hirer's event from which the Council, at their discretion may make deductions for any damage caused by any guest, person or contractor for whom the Hirer is responsible during the Period of Hire and/or during the set up/clear up periods.

### **5. Variations & Additional Charges**

- 5.1 No variation to the Hire Agreement shall be effective unless agreed in writing and signed on behalf of EGTC and the Hirer.
- 5.2 There is no administration charge made by the Council for any amendments to a booking however, there may be additional costs due.
- 5.3 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.
- 5.4 Bookings cannot be postponed when a Hirer gives less than 6 months' notice.
- 5.5 Overruns shall only be granted at the discretion EGTC following discussion with the Hirer or their authorised representative. EGTC reserves the right to refuse any overrun if staffing levels cannot be maintained to operate the Venue safely and in consideration of other Events scheduled to take place.
- 5.6 EGTC reserves the right to recover additional charges from the Hirer, in the event of a late vacation of the Venue.
- 5.7 The Council reserves the right to charge for any professional cleaning costs that may be required.



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### **6. Facilities & Parking**

- 6.1 Overnight parking shall only be granted at the discretion EGTC following discussion with the Hirer or their authorised representative.
- 6.2 Parking is for the Hirer and their guests during the event at the owner's risk.
- 6.3 No animal is allowed to enter any building without the prior written consent of EGTC at the time of booking. Assistance dogs within the meaning of the Equality Act 2010 are exempt.

### **7. Use of the Venue**

- 7.1 The Hirer must not presume there is access to the venue either side of the Hire Period. Early access will be limited and is subject to clause 5.6.
- 7.2 No part of the Venue, building, grounds or ancillary areas may be used for any purpose other than that described in the Hire Agreement.
- 7.3 No part of the venue, building, grounds or ancillary areas may be used for any unlawful purpose or in any unlawful way.
- 7.4 No bolts, nails, tacks, screws, adhesives, tape or other such fixing devices may be attached to the walls, floors or fabric of any building, plant or fence.
- 7.5 Fireworks, Chinese Lanterns and Bouncy Castles are strictly prohibited on the East Court Estate with exception of sparklers which are permitted with previous consent, in writing, of the Council.
- 7.6 The Hirer or a nominated person appointed by the Hirer made known to the EGTC representative must remain at the venue until the last guest has departed.
- 7.7 The Hirer is responsible for advising their agents / contractors and guests of the venue terms and conditions.
- 7.8 Furniture in the buildings supplied by EGTC is not permitted to be taken outdoors.
- 7.9 The Hirer is responsible for good order being kept at the venue during the hire period. EGTC representative reserves the right of entry, or to ask any persons to leave the venue 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.



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7.10 Without the previous consent, in writing, of the Council, the erection of marquees or gazebos is not permitted on the terraces. Gazebos within the Meridian courtyard are permitted however; these must be erected and dismantled within the hire period.

### **8. Third Parties Providing Services**

8.1 The Council accepts no responsibility for any Hirer's third party agent / contractor that provide a Service at the event.

8.2 The Hirer shall provide a copy of their contractor's public liability insurance valid at the time of the event, no later than 4 weeks prior to the booked date. EGTC reserve the right to refuse access to any third party whose details have not been supplied.

8.3 It is the Hirer's responsibility to insure all service providers are made aware of the start time of the booking. Early entry to the hall must be authorised by the Hirer and will be chargeable at the Council's rate applicable at that time.

8.4 Without the previous consent, the Council, will not accept any items relating to the Hirer's event prior to the date of the hire period. The Council will not sign for any delivery from a Third Party supplier and all items must be removed on the day of your event.

### **9. Equipment including Electrical Equipment**

9.1 No lighting, heating, power, cabling or other electrical fittings or appliances in the venue are to be altered, moved, or in any way interfered with.

9.2 Where additional electrical equipment is used the Hirer must ensure this equipment meets all relevant health and safety legislation and requirements and the Hirer shall indemnify EGTC against all claims and expenses for any injury or damage caused by such equipment.

9.3 All portable electrical equipment brought on to East Court Estate by the Hirer or their Contractors must be PAT tested and display current certification labels, or the Hirer shall provide proof of compliance at the request of EGTC. EGTC reserves the right to disconnect and/or remove electrical equipment from the Venue which does not display evidence of a PAT test within the previous 12 months.

9.4 No electrical equipment shall be left charging unsupervised in any circumstances.

### **10. Smoking**

10.1 Smoking in any of the venue buildings is strictly forbidden, including the use of E-cigarettes.





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- 10.2 The use of candles or other forms of naked flame in any of the venue buildings is strictly forbidden.
- 10.3 The Hirer shall be responsible for any costs arising as a result of any alarms and fire prevention systems being 'triggered' in the event of a guest or Contractor smoking or the Hirer's equipment at the Event. For the avoidance of doubt, no recompense for the curtailment or cancellation by the 'triggering' of fire alarms of any Event will be payable to the Hirer by EGTC.

### **11. Number of Guests & Function Requirement**

- 11.1 The maximum number of guests allowed within the Venue is governed by fire, health and safety regulations and Conservation requirements. The maximum number permitted must not be exceeded for any reason. EGTC reserves the right to restrict the number of people in a room at any one time.
- 11.2 At the time of booking the Hirer shall provide details of the expected number of persons attending the Event, including organisers or assistants, and Contractors. Final numbers are required 10 working days before the Event along with the completed Function Requirement form and Room Layout.

### **12. Consumables and Alcohol**

- 12.1 Hirers are able to employ a professional caterer of their choosing who are subject to clause 8.2.
- 12.2 The Hirer is responsible for ensuring the professional cater at the end of the Event has allowed sufficient time to clear the kitchen of all equipment brought in within the agreed Period of Hire as well as leaving the kitchen in an acceptable and satisfactory condition. EGTC reserves the right to charge for any additional cleaning costs.
- 12.3 Hirers are permitted to provide their own food / self-cater. Hirers are still subject to clause 8.2.
- 12.4 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.
- 12.5 Sussex Bar Services has the sole right to the provision of Alcohol Services at the Venue and at the Event. EGTC does not permit the use of any third party bar services contractor. Alcohol License terms and conditions apply and there is a charge made for the use of this facility.



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- 12.6 Any drink brought into the Venue by the Hirer or their guests will be removed once the pay bar is opened.
- 12.7 All alcohol drink must cease to be served at 23:30 and evening events must be brought to a close by 00:00 and Hirer shall all guests and contractors have left the venue by 00:30.
- 12.8 Guests 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.
- 12.9 Any persons who deem to look under the age of 25, in the opinion of the Bar Staff or EGTC Representative, and do not carry picture ID will be also refused alcohol.

### **13. Concerts, Music & Dancing**

- 13.1 The Hirer is responsible for any required licenses or performance fees payable, for example a public performance licence or music royalties.
- 13.2 Evening events must be brought to a close by 00:00; the Hirer is responsible for ensuring all guests and contractors have left the venue by 00:30. EGTC reserves the right to recover additional charges from the Hirer in the event of a late vacation of the Venue.
- 13.3 All portable electrical equipment brought on to East Court Estate by the Hirer is subject to clause 9.3.
- 13.4 Excessively loud music or other activities likely to cause a noise nuisance are not permitted. Without the previous consent, in writing, of the Council, music outdoors is not permitted.
- 13.5 The use of haze, smoke, pyrotechnics, dry ice, bubble machines or other similar special effects is strictly prohibited.

### **14. Damage to the Building or Property**

- 14.1 The Hirer is to take good care of, and not cause any damage to, the Venue or to any fittings, equipment or other property belonging to, or under the control of, EGTC.
- 14.2 The Hirer shall pay to be made good any damage caused by any guest, person or contractor for whom the Hirer is responsible during the Period of Hire and/or during the set up/clear up periods unless such damage is occasioned by the negligence of EGTC.



**15. Cancellation by EGTC**

- 15.1 EGTC may cancel the Event: if the Venue or any area within the East Court Estate is closed due to circumstances outside its control which precludes the Event taking place. Deposits and where appropriate, balances of hire shall be refunded and that shall be the extent of the Council’s liability.
- 15.2 EGTC may cancel any Event that in the opinion of EGTC, damage or prejudice the reputation and/or good name of the Council.

**16. Cancellation by the Hirer**

- 16.1 The Hirer may cancel the booking by giving EGTC notice in writing. In such circumstances, the Hirer shall compensate EGTC for any Loss suffered by it as a result of the cancellation.
- 16.2 In the event of a cancellation, the Hirer will forfeit their deposit in all circumstances.
- 16.3 EGTC will retain or charge the Hirer the following amounts in the event of cancellation by the Hirer:

Period	Fees Payable
Over 90 days (inclusive) prior to the commencement of the Period of Hire	50% of the total Hire Charge = Deposit Paid
Less than 90 days (inclusive) prior to the commencement of the Period of Hire	100% of the total Hire Charge

- 16.4 Any cancellation charges detailed above will be invoiced to the Hirer and must be paid within 7 calendar days.
- 16.5 The Hirer is advised to seek cancellation insurance from a third party.
- 16.6 The Hirer may postpone the Event with over 90 days written notice to EGTC before the Event without penalty and the deposit payment duly transferred if the Hirer reschedules the Event for a future date no more than 90 days from the date of the original commencement of the Period of Hire. Any date beyond this will be considered a cancellation and cancellation charges will be applicable.
- 16.7 Any further postponement of any rescheduled Event will result in full cancellation.



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### **17. Health and Safety**

- 17.1 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, omissions or the use of equipment. The Hirer and any persons/appointed Contractor working on their behalf must comply with all relevant health and safety legislation and any measures implemented by EGTC.
- 17.2 The Hirer must advise and seek approval from EGTC, if the Event involves the use, provision or supply of, or the creating, making or constructing of any of the following or any similar work:
- 17.2.1 structures of any size, including temporary demountable structures such as, platforms, marquees, awnings, etc;
  - 17.2.2 the provision of temporary services, such as electrical and data cabling installations;
  - 17.2.3 anything that might affect the fabric of the building, the building services or any other part of the physical infrastructure of the venue.
- 17.3 The Hirer must ensure that at no time do they or any of their guests or Contractors block, cover up or interfere with any emergency exit. All emergency exits shall be kept unlocked during the period of hire.
- 17.4 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 building.
- 17.5 EGTC shall promptly notify the Hirer of any health and safety hazards which may exist or arise on East Court Estate which may affect the Event.
- 17.6 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.
- 17.7 The Hirer must ensure any minors are supervised by parents / guardians or persons that have undergone appropriate checks and clearance procedures (e.g. CRB).

### **18. Gambling**

- 18.1 No sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place in the Venue without the prior written consent of EGTC and it shall be the responsibility of the Hirer to obtain any licences and permissions required under the Gambling Act 2005 should consent be provided.



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### **19. Liability and Indemnity**

- 19.1 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.
- 19.2 It is highly recommended 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.
- 19.3 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.
- 19.4 EGTC accepts no responsibility for any property belonging to the Hirer, guests or their Contractors on East Court Estate at any time.

### **20. Publicity, Photography, Media & Copy write Works**

- 20.1 The Hirer may not infringe or allow any copyright to be infringed.
- 20.2 Any significant media interest in the Event must be notified in writing to EGTC.
- 20.3 Cameras may be brought onto the East Court Estate for private purposes only within the confines of the Venue. The Hirer may not grant broadcasting or filming rights related to the Event without the prior written consent of EGTC.
- 20.4 The Hirer may not grant use of a drone at the Event without the prior written consent of EGTC.

### **21. Complaints**

- 21.1 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.

### **22. Changes to Regulations**

- 22.1 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.