EAST GRINSTEAD TOWN COUNCIL

Conditions of Hire Sunnyside Barn

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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 Sunnyside Barn.

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	Refers to Sunnyside Barn
e)	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.
f)	The Event	Is the activity/function taking place at the Venue during the Period of Hire, as described in the Hire Agreement Application form.
g)	The Hire Charge	Refers to the fee (incl. VAT at the prevailing rate) for the room hire charge.
i)	Additional Charges	Include all costs due from the Hirer for breakages; damages to equipment and property, additional hire time and additional caretaking/cleaning time when the Hirer has left the premises in an unacceptable condition.
k)	Third Party/Contractor	Is any person or organisation contracted by the hirer to provide a service; including but not limited to caterers and entertainers.
l)	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 Community & Tourism Team.

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 The venue shall be held provisionally for 14 days following the enquiry by the Hirer. After this time the venue 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 for the booking in full 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 For the avoidance of doubt, regular hirers are bound by the terms and conditions.

3.3 Deposit and breakage payments are not required for regular hirers.

3.4 In the case of any discrepancy on the Booking Confirmation the Hirer is responsible for notifying the Council immediately.

3.5 The Hire Agreement must clearly state the period of hire and the anticipated number guested expected.

3.6 All evening events must be brought to a close by 22:00; the Hirer is responsible for ensuring all guests and contractors have left the venue by this time.

3.7 It is the Hirer's responsibility to notify EGTC of its Third-Party Contractors for the Event.

3.8 If a provisional booking is found 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.

4. Payment of Hire Charge and Cancellation

4.1 The Hire Charge less a £25.00 administration charge is refundable for bookings cancelled in writing within 14 days prior to the date of the hire. If notification is not received, the Hirer will be required to pay for the booking in full.

4.2 Regular Hirers are invoiced on the 10th of each month which must be paid in full by the last day of the month.

4.3 Regular Hirers may cancel a booking by providing a minimum of 14 days' written notice prior to the date of hire. Where less than 14 days' written notice is given, the Hirer will be required to pay the full hire charge.

4.4 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.

4.5 The charges for the hire of the venue are determined annually by the Council.

4.6 A breakage deposit of £100 is payable 14 days 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.

4.7 EGTC may cancel the Event: if the Venue 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.

4.8 EGTC may cancel any Event that in the opinion of EGTC, damage or prejudice the reputation and/or good name of the Council.

4.9 In the event of a cancellation, the Hirer will forfeit their deposit in all circumstances.

5. Variations & Additional Charges

5.1 There is no administration charge made by the Council for any amendments to a booking, however, there may be additional costs due.

5.2 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.

5.3 The Council reserves the right to charge for cleaning costs that may be required.

6. Facilities & Parking

6.1 Overnight parking shall only be granted at the discretion of EGTC following discussion with the Hirer or their authorised representative.

6.2 There is very limited parking for the Hirer and their guests during the event. Users of the car park do so at their own 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.

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, unlawful purpose or in any unlawful way.

7.3 No bolts, nails, tacks, screws, adhesives, tape or other such fixing devices may be attached to the walls, floors or fabric of any building.

7.4 Fireworks, Chinese Lanterns and Bouncy Castles and Ball Games are strictly prohibited.

7.5 The Hirer will, during the period of the hiring, be responsible for supervision of the premises and grounds, the fabric and the contents, their care, safety from damage however slight, or change of any sort, and the behavior of all persons using the premises whatever their capacity.

7.6 The Hirer is responsible for advising their agents / contractors and guests of the venue terms and conditions.

7.7 Furniture in the building supplied by EGTC is not permitted to be taken outdoors.

7.8 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 at anytime during the period.

7.9 The Hirer shall ensure that the minimum of noise is made on arrival and departure, thereby showing thoughtfulness for people living in the immediate vicinity of the Venue and passers-by. Noise during any event should be kept in check so that residents in the neighborhood are not unreasonably disturbed.

7.10 Activities for children must be monitored by responsible adults.

7.11 The Council accepts no responsibility for any Hirer's third-party agent / contractor that provides a Service at the event. It is the Hirer's responsibility to ensure all service providers are made aware of the start time of the booking.

7.12 Smoking in the venue is strictly forbidden, including the use of E-cigarettes.

7.13 The use of candles or other forms of naked flame in any of the venue buildings is strictly forbidden.

7.14 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 an person 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.

8. Access to the Hall

8.1 Regular Hirers are responsible for the Venue keys issued and must not release the keys to any unauthorised person. In the event of loss of keys, the Hirer concerned will be responsible for costs to secure the Venue.

8.2 Hirers must only use the Venue during the pre-agreed hours as per the booking form. Use outside the agreed hours or entry into the Venue is strictly forbidden.

8.3 To organised access to the venue (with the exception of regular hirers) the hirer must contact the Community & Tourism Team a minimum of 5 days before your hire to be notified of the keylock code.

9. Cleaning of the Premises & Rubbish Disposal

9.1 At the end of the hire period the Hirer shall be responsible for leaving the premises, equipment and surrounding area in a clean and tidy condition.

9.2 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, leaving the premises, equipment and surrounding area in a clean and tidy condition, and within the agreed Period of Hire.

9.3 All equipment moved from the storage position must be replaced safely and properly.

9.4 All recyclable materials and general waste must be removed from the building and disposed of by the Hirer.

9.5 The Hirer is responsible for building security which includes the closing and locking of windows and external doors.

9.6 Any damage or breakages should be brought to the attention of the Community & Tourism Team as soon as possible.

10. Equipment including Electrical Equipment

10.1 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.

10.2 The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner, in accordance with the Electricity At Work Regulations (1989)

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

10.4 The Hirer shall ensure that no unauthorized heating appliances shall be used without consent. Portable liquified propane gas heaters are strictly prohibited.

11. Health & Safety and Fire Precautions

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 of 70 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 The Hirer shall be responsible for the security of the Venue during the hire period. The Hirers shall be designated "The person in charge of the Venue or Function" who must be aware of the Venue's health and the evacuation of all persons in the event of an alarm activation.

11.3 A copy of the evacuation plan can be found in the entrance of the Venue.

11.4 The Hirer must ensure that at no time do they or any of their guests block, cover up or interfere with any emergency exit.

11.5 In the event of a fire, everyone must leave by the nearest fire exit and gather on the pavement in front of Sunnyside Convenience Store. The Hirer is responsible for accounting for all guests once they have vacated the building.

11.6 EGTC shall promptly notify the Hirer of any health and safety hazards which may exist or arise which may affect the Event.

11.7 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. There is an accident book located in the first aid box which needs completing in the event of any injury/accident.

11.8 The Hirer must ensure any minors are supervised by parents/guardians or persons that have undergone appropriate checks and clearance procedures (e.g. DBS).

11.9 EGTC accepts no responsibility for any property belonging to the Hirer or their guests/attendees.

12. Alcohol

12.1 The consumption of alcohol is not permitted without written permission from the Community & Tourism Team. Guests under 18 are strictly prohibited from consuming any alcohol.

12.2 The sale of alcohol by the way of a pay bar, a glass of wine included within a ticket price or asking for donations is not permitted.

13. Concerts, Films, Music, Dancing & Gambling

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 All evening events must be brought to a close by 21:30; the Hirer is responsible for ensuring all guests and contractors have left the venue by 22:00.

13.3 Any screening of a film to a group of people requires licensing, whether they are a paying audience or not. The Hirer is responsible for obtaining the required licenses including the appropriate copyright licenses for showing films.

13.4 The Venue does not have a TV licence. Hirers are not permitted watch or record TV on any channel via any TV service (e.g. Sky, Virgin, Freeview, Freesat) watch live on streaming services (e.g. ITVX, Channel 4, YouTube, Amazon Prime Video, Now, Sky Go)

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

13.6 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.

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. Stored Equipment

15.1 The EGTC regrets that it is unable to offer any facilities for the storage of equipment within the hall or grounds.

16. Complaints

16.1 Any complaint arising out of the hiring must be made in writing to the Community & Tourism Team within 7 working days after the expiration of the Hire Period.

17. Changes to Regulations and Compliance

17.1 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.

17.2 Personal data acquired from booking forms conform with GDPR guidance and legislation and are not shared with any third parties.