

Terms and Conditions Your Wedding

1. Definitions

In these terms and conditions the following expressions shall have the meanings hereby respectively assigned to them, namely:

'the Trust' shall mean The Cheltenham Trust

'the Hall' shall mean Cheltenham Town Hall or Pittville Pump Room as the case may be

'the Manager' shall mean the manager of Cheltenham Town Hall or Pittville Pump Room as the case may be

'the Event Producer' shall mean the event producer of Cheltenham Town Hall, Pittville Pump Room or the catering event producer as the case may be who is responsible for running your wedding

'the Venue Sales Co-ordinator' shall mean the venue sales co-ordinator of Cheltenham Town Hall and Pittville Pump Room as the case may be who is responsible for processing your booking

'the Caterer' shall mean the company, firm or person contracted to manage the catering operations at the Hall for the time being

'the Hirer' shall mean the person by whom the application form is signed, or, if that person is specifically stated to have signed for or on behalf of some other person, body or company that person, body or company shall be considered the Hirer and shall be jointly and severally liable with the person who signed the application form

'the Hiring' shall mean the period or periods for which the Hirer has hired the Hall or part thereof for the purpose(s) stated in the booking

2. Applications for Hiring

a) No booking will be accepted from any person under the age of 18 years.

b) The Trust may refuse any application or accept the same upon such terms and conditions as it may from time to time deem it necessary to impose.

c) The Hall shall not be deemed to be hired by the Hirer until the application form is signed, the agreed deposit has been received and the Trust has confirmed the booking.

3. Hire charges

a) The charges for the hire of the Hall shall be in accordance with the scale applicable when the booking is made and deposit received. The current charges are available on request from the venue sales co-ordinator.

b) The venue sales co-ordinator will require from the Hirer a non-refundable and non-transferable 50% deposit, as a pre-condition to the approval of the hire. The deposit is due 14 days after receipt of the deposit request letter. If no deposit is received within that time the booking will be cancelled and the date released for further bookings. The outstanding balance of the hire charge is required no later than 3 months prior to your wedding date.

4. Cancellation of hiring

By the Hirer

a) If you cancel your confirmed booking this notification must be made in writing and will be effective on the date received by the Trust, the following charges will be payable on demand:

- 28 days and less prior to your wedding date = 100% of your hire fee
- 6 months – 28 days prior to your wedding date = 75% of your hire fee
- more than 6 months prior to your wedding date = 50% of your hire fee

By the Trust

b) The Trust may by notice in writing to the Hirer cancel the hiring if the Trust wishes to use the Hall in connection with an occasion of National Rejoicing or Mourning, Elections, or for a purpose which, in the reasonable opinion of the Trust, is of Civic or National importance on a date(s) on which the Trust has agreed to hire it to the Hirer.

c) In the event of industrial action being taken by the employees of the Trust, the Manager may cancel a hiring where the industrial action makes such cancellation necessary.

d) The Trust may without notice terminate the hiring and if necessary, remove persons, equipment and/or apparatus brought into the Hall by or on behalf of the Hirer in the event that:

- i) the Hirer breaches any of these terms and conditions
- ii) it appears to the Manager / Event Producer that the Hirer has made a material omission or mis-statement in the application form
- iii) the hiring is, or would be likely to result in damage being caused to the Hall or public disorder.
- iv) any sum payable under Condition 3 hereof is not paid by the Hirer by the date upon which it is due.

If the hiring is cancelled under the terms of Condition 4(b) or 4(c) the Trust shall refund to the Hirer without interest any charges paid in respect of the hiring. No further compensation whatsoever shall be payable by the Trust to the Hirer for any loss or damage howsoever caused.

5. Permitted use

a) The Hall shall not be used for any purpose other than that stated in the Hirer's application for hire and such use shall be subject to any special conditions set out in the written notice of acceptance.

b) The Hall shall not be sub-let by the Hirer without the consent in writing of the Manager which consent may be given subject to such conditions or stipulations as the Manager may deem fit to impose.

6. Premises Licence

The Hirer must observe and perform all the provisions and conditions attached to the Premises Licence relating to the Hall, and shall indemnify the Trust and its officers against all damages, penalties or costs which might be incurred as a direct or indirect result of the hiring of the hall.

7. Licensable activities

The Hirer shall not hold or permit to be held in the Hall any activity that is not covered in the Premises Licence.

8. Maximum capacities and layout

a) The Hirer shall ensure that the maximum number of persons permitted in the Hall is not exceeded. The maximum numbers in relation to the Hall are as follows:

- Cheltenham Town Hall (Main Hall) 450 seated wedding breakfast & 1000 standing reception
- Cheltenham Town Hall (Pillar Room) 120 seated wedding breakfast & 300 standing reception
- Cheltenham Town Hall (Drawing Room) 80 seated wedding breakfast & 180 standing reception
- Pittville Pump Room (Main Hall) 220 seated wedding breakfast & 400 standing reception

b) Occasionally during a ceremony only the tables for the afternoon reception maybe laid and in position.

9. Conduct of patrons

a) The Hirer is responsible for good order and conduct during the wedding.

b) The Event Producer reserves the right to refuse admission to any person or to remove any person from the Hall.

c) Where the Event Producer considers it necessary, he may by prior notice engage a security contractor, police or other persons to oversee the wedding and charge the cost to the Hirer.

d) Where the Event Producer deems it necessary to terminate the hiring during the wedding no compensation will be payable by the Trust to the Hirer or any other person.

10. Hirer's equipment

a) No article, piece of equipment or apparatus shall be brought into the Hall without the consent of the Event Producer.

b) The Event Producer may remove immediately from the Hall any article, equipment or apparatus which has been brought into the Hall without his consent and any costs to the Trust and the cost of any damage caused to the Hall or its fixtures and fittings as a result of the bringing the item in the Hall or its use or removal will be payable on demand by the Hirer.

c) No object weighing over 1 ton or the weight of which exceeds 120lbs per square foot shall be brought into the Hall.

d) No film projector, lighting equipment, lighting control panel, sound system, sound control panel, special effects, lasers, pyrotechnics, or any other similar piece of equipment shall be used during the wedding, without the consent of the Event Producer who may impose such additional conditions as they thinks fit to ensure the safety of the Hall, and persons attending your wedding.

e) The Hirer shall ensure that any electrical equipment brought into the Hall has a current PAT certificate.

f) The Trust reserves the right to engage the services of a suitably qualified Electrician to approve/inspect/test/install any electrical item or equipment not belonging to the Trust that the Event Producer is not satisfied is safe or does not has the necessary Portable Appliance Testing (PAT) Certificate, any costs incurred by the Trust will be payable on demand by the Hirer.

g) Use of any electrical supply on stage or elsewhere, other than 13 amp sockets, must be with the approval of the Event Producer.

11. Responsibility for damage

a) The Hirer shall be responsible any damage caused to the Hall or any fixtures or fittings therein.

b) The Hirer shall ensure that no equipment, apparatus or materials are dragged across the floor of the Hall; no nails, hooks, screws etc., are driven into the fabric of the Hall, and that no reusable adhesive putty, adhesive tape or other temporary or permanent adhesive is used to affix anything to the fabric of the Hall.

c) The Event Producer reserves the right to retain equipment or articles brought into the Hall in the event of any injury, damage, accident or noise complaint.

12. Licensed bar and catering service

a) The hours of opening of the licensed bar and catering service are at the discretion of the Manager, and within the terms of the Premises License.

b) The Event Producer reserves the right to close the bar at any time.

c) Any person attempting to bring alcoholic drinks, soft drinks or food into the Hall may be refused entry or removed from the Hall.

13. Vacation of Hall

a) The Hirer shall ensure that the Hall is vacated 30 minutes after the end of the event and that all articles and equipment brought in by or on behalf of the Hirer are removed within 1 hour after the end of the event or within such other time as shall be specified by the Event Producer.

b) Persons, articles and equipment are not vacated then additional hire charges will apply.

14. Right of access

The Trust, members of the Emergency Services and anyone Authorised by the Manager shall have right of access to all parts of the Hall at all time during the Hiring.

15. Liability for loss or damage

a) The Trust shall not be responsible for any loss or damage to any property whilst in the Hall.

b) The Trust shall not be responsible for any loss or damage due to the breakdown of any machinery, failure of electricity supply, leakage of water, fire, government restriction or Act of God, which may cause the Hall to be temporarily closed or the wedding to be interrupted or cancelled.

c) The Hirer shall:

i) be liable for, and indemnify the Trust against, any expense, costs, liability, claim or proceedings whatsoever in respect of loss or damage to property as a direct or indirect result of the Hiring of the Hall except to the extent that the same is due to any act or neglect of the Trust, its employees or any person for whom it is responsible.

ii) without prejudice to their liability to indemnify the Trust the Hirer shall take out and maintain and shall cause any person, organisation, company or charity providing services at the Hall during the Hiring to take out and maintain sufficient insurance cover in respect of such risks to third parties and for personal injury to any of its employees as required by the Trust.

iii) the Manager may require the Hirer to produce evidence of current insurance cover as required by Condition 15(c) ii above

iv) the Hirer shall repay to the Trust on demand the cost of repairing, redecorating, re-instating and/or replacing any part of the Hall, or any fixtures or fitting or property in or upon the Hall which has been damaged, destroyed, stolen or removed during the period of hire for which the Hirer is responsible. The amount of such cost shall be certified by the Manager whose certificate shall be final.