

Conditions of Hire for Weddings

1. In these Conditions the following words have the following meanings
"The Council" is Newbury Town Council.
"The Hirer" is the person named in the "Town Hall Function Room Booking Form" and includes those persons defined in Condition 2.
"The Proper Officer" is the person for the time being employed in that capacity by the Council.
"The Premises" are the Town Hall Function Room.

Bookings

2. Applications for the hire of the Premises are to be in writing on the Council's "Town Hall Wedding and Civil Ceremony Booking Form". The person who signs the booking form shall be the Hirer.
3. A completed "Town Hall Wedding and Civil Ceremony Booking Form" must be provided no later than ten days after the date of the provisional booking, otherwise the provisional booking shall be cancelled.
4. The Premises are for hire only at the discretion of the Proper Officer and he or she shall have the absolute right to decline any application without reason.

Payment

5. A Deposit of £100 must be paid in order to confirm the booking. The balance of money due must be paid to the Council at least 28 days before the Wedding/Civil Ceremony.
6. We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if you do not pay the Council the balance of money by the due date.
7. You may book The Town Hall for a Wedding/Civil Ceremony up to 12 months in advance. The Council reviews its scale of hire charges from 1 April each year, and the Council reserves the right to charge you the balance for any increase.
8. All prices are inclusive of VAT. However, if the rate of VAT changes between the date the contract is formed between you and the Council and the date of your wedding/civil ceremony, we will adjust the VAT you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

Cancellations

9. The Council reserves the right to cancel this agreement due to events beyond our control or any urgent or emergency work which we could not have foreseen at the time of the booking adversely affecting the Premises, which, in our reasonable opinion makes it unsafe or inappropriate to use the Premises for the purposes of the hire.
10. In the event of any such cancellation referred to in Clause 9 any deposit or other money paid for or towards the charges for the hire of a proportionate part thereof if the hiring has commenced shall be returned by the Council to the Hirer and in any such event the Council shall not incur any other liability to the Hirer.
11. If the Hirer wishes to cancel a booking they should do so in writing. If the cancellation is more than 14 days prior to the Wedding/Civil Ceremony the amount paid will be refunded in full. Refunds will not be given for cancellations made less than 15 days before the date of the Wedding/Civil Ceremony.

Limitation of Liability

12. Our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your Wedding/Civil Ceremony. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.
13. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or fraud or fraudulent misrepresentation or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

Changes to the Premises

14. We reserve the right to make changes to the interior and/or exterior of the Premises between the time we accept your booking and the date of your Wedding/Civil Ceremony. For example, we may make changes to the decor and colour schemes of rooms. We cannot guarantee that the external Premises and its surroundings will be free from additional structures (such as scaffolding.)
15. We will notify you of any significant changes covered by clause 14, but unless the change is one which is likely to fundamentally change the nature of your wedding experience we will not offer a refund, costs, or compensation.

Health and Safety

16. For the comfort and safety of all, smoking and naked flames are not permitted within the Town Hall.
17. The current Fire and Safety regulations require that a person attending your function is nominated to familiarise themselves with emergency procedures as included in this pack.