

# Elizabeth Gaskell's House Room Hire Agreement Terms & Conditions



## Definitions

EGH – The Gaskells' House Trading Ltd

## Bookings and Confirmations

Hirers may book Rooms up to 1 year in advance The Hire Charges will be at the quoted price.

Provisional bookings can be held for up to 7days-then released if not confirmed.

On oral confirmation of a provisional booking, we require written confirmation within 7 days. Email confirmations should be sent to [enquiries@elizabethgaskellhouse.co.uk](mailto:enquiries@elizabethgaskellhouse.co.uk)

EGH reserve the right to let the Rooms to other interested parties if written confirmation and payment of any applicable deposits are not received within 7 days of oral confirmation of a provisional booking.

Final room setup, equipment and catering requirements (including final numbers) to be supplied by Hirer at least 7 days prior to the Hire Period commencing.

When confirming a booking, the hirer acknowledges and agrees to these Room Hire Agreement Terms and Conditions.

## Payments

The hirer agrees to accept and pay for the Services in the Hire Period at the prices specified. Prices quoted are exclusive of VAT.

Invoices will generally be issued on the day of the event or shortly afterwards unless otherwise requested.

EGH reserves the right to refuse future bookings until all the Hirer's overdue invoices are settled.

## Cancellation and amendments of Services by EGH

If due to circumstances beyond the reasonable control of EGH, it is necessary to make changes in the arrangement relating to the Services, EGH shall immediately notify the Hirer and, if reasonably possible, offer alternative Services to those originally specified.

EGH reserves to itself the right to cancel at any time and without paying compensation and without incurring any liability in respect of such cancellation if;

- Violence or the encouragement of violence at the meeting may reasonably be anticipated
- Contravention of health and safety or fire regulations may reasonably be anticipated
- Misbehaviour has occurred at a previous meeting on the Premises organised by the Hirer
- Previous invoices have not been paid in full or have been paid late
- A Hirer persistently breaches EGH Hire Agreement Terms & Conditions

## Cancellation and amendments of Services by the Hirer

Cancellation of provisional bookings more than 48 hours before the hire period will not incur any fee.

Cancellations made less than 48 hours will be subject to a 50% cancellation fee.

Cancellations must be made in writing to [enquiries@elizabethgaskellhouse.co.uk](mailto:enquiries@elizabethgaskellhouse.co.uk) no later than 48 hours before the hire period to avoid any charges.

### **Hirer's Use of Rooms, Premises & Equipment**

You undertake to confine your occupation to the Hired Part of the Premises and Hire Period agreed.

We reserve the right to make further charges for any additional use of facilities or times not agreed in advance.

The hirer must not affix or attach banners, bills or posters to any walls or fabric of the building or railings in the garden / building approaches without prior agreement with EGH.

### **Catering**

Refreshments are available and can be provided by EGH. All catering requirements, including final numbers should be confirmed 7 days prior to the hire period commencing. Although we will do our best to accommodate any requests made less than 7 days prior to the hire period we cannot guarantee provision.

Guests may bring in their own food for their personal consumption. Food and drink must only be consumed in the tea room, servant's hall and seminar rooms. No food is permitted in the period rooms and only clear drinks may be served and consumed in these rooms.

### **If the hirer is planning to hold a public meeting on the premises:**

- The hirer must be aware of, and fully compliant with the relevant legislation.  
The hirer must inform EGH that they wish to hold a public meeting at the time of the booking.
- The hirer must provide appropriate stewarding for the size and nature of the event to ensure there is a smooth movement of Guests during the Hire Period and to assist in keeping order in the meeting, and the direction of Guests in an emergency or evacuation. EGH requires a minimum of one steward for every 15 attendees for public meetings
- The hirer agrees to pay for any additional staffing or security that EGH deems necessary to safely hold such a meeting

### **Business Services**

Telephone calls, fax transmissions, photocopying and other business services are not included in the room hire charge and will be separately itemised on the hirer's invoice.

### **Health & Safety**

The Hirer must ensure that:

- The Premises are safe for the purposes for which they intend to use them and shall be responsible for ensuring that all activities performed in the Rooms give reasonable consideration to other users of the Premises.
- Fire and safety regulations are to be observed. Hirers should familiarise themselves and their guests with the location of fire exits. Access to all aisles, doors, and fire exits must be kept clear at all times. In the event of a fire the Hirer shall ensure that the Fire Brigade is called immediately, and all steps taken to evacuate the Premises and ensure the safety of all occupants.

- Pipes, cigars, cigarettes and other smoking paraphernalia (electric or otherwise) are strictly prohibited inside the building. Please note, our fire alarms are very sensitive, and should the fire service be called out (an automatic response) because of guests smoking the fee will be passed on to yourselves. There is a courtyard at the back of the house where smoking will be permitted. Please adhere to the guidance in this area concerning smoking.
- Any electrical equipment you bring to the Premises is safe and has a valid Portable Appliance Test (PAT) certificate. Use of electrical equipment without a PAT label will not be permitted
- Candles or naked flames are not to be used on the Premises.

### **Premises**

The maximum capacity of each room hired must not be exceeded. This information is provided at the point of booking. There is adequate stewarding for the size and nature of the event to ensure there is a smooth movement of Guests during the Hire Period and to assist in the direction of Guests in an emergency or evacuation. EGH monitors sections of the building with CCTV for the purposes of Health & Safety and Security.

### **Insurance and liabilities**

EGH acknowledges its obligations as an occupier and carries insurance to cover liabilities arising as a result. Likewise, the Hirer acknowledges their duties for liabilities arising from their use of the premises, and agree that they possess sufficient resource or insurance to cover such liabilities. EGH's insurance will not cover the Hirer's activities.

### **Damage**

The Hirer agrees, (with the exception of fair wear and tear) any damage or loss arising out of the use of the use of the premises or equipment by the hirer or their guests, shall be the Hirer's responsibility. (The cost of any repair or replacement shall be invoiced to the Hirer)

### **Hirer's Property on the Premises**

The Hirer agrees to ensure that no property is left on the premises (by the hirer or their guests) outside of the hire period. EGH reserved the right to dispose of such property as they see fit. The hirer shall indemnify EGH against any claims arising out of such disposal.

### **General**

The Hirer agrees to consider other users of the building with respect and behave in a reasonable and courteous manner. The behaviour of a hirer will be taken in account when considering future bookings.

The Hirer undertakes to confine his occupation to the space and times agreed. EGH reserves the right to make further charges for any additional use of facilities or times not agreed in advance.

The Hirer agrees that at the end of the hire period, the rooms hired and the approaches to them shall be left in a clean and orderly state. Where it is determined by EGH that this is not the case, the hirer agrees to pay EGH's reasonable cost of returning such areas to such a state.

The Hirer agrees not to sub-license or give up occupation of any portion of the hired part of the building to a third party. A breach of this clause shall immediately terminate this agreement, except to the extent that the hirer agrees to pay EGH the full hire charge and any further related costs and losses incurred by EGH.

We use the Common areas to facilitate efficient and proper use of the Premises – this might include use for the provision of drinks and buffets. You and your Guests shall confine all other aspects of your Event to the Hired Part of the Premises unless otherwise agreed in writing. In particular, registration tables and displays may not be set up in Common Areas without prior agreement in writing.

### **Media, Advertising and the Distribution or Sale of Literature**

The hirer agrees to obtain prior permission from EGH to carry out any of the following activities in the building or its grounds:

- Organise or carry out any TV or radio recordings, broadcasts or interviews, live video links or any other video / audio recording or photography for external publication or distribution
- Distribute advertising or promotional material, leaflets or flyers in relation to the event or organisation, or other events and organisations
- Sell books and other publications on the Premises

### **The Hirer agrees that invitations to events will carry the contact details of the Hirer.**

The Hirer agrees that any distribution of literature (By the hirer or their guests) shall be done inside the hired part of the premises and not in the corridors or other parts of the building or grounds.

The Hirer is responsible for obtaining any entertainment, performing rights, or copyright licences, TV Licence or other permissions necessary for activities to be conducted on the Premises during the Hire Period. A copy of any necessary license(s) or permission(s) must be provided to EGH.

The Hirer agrees that the hire of a Room does NOT carry with it any implied endorsement from EGH and the Hirer shall not make any claim of such endorsement.

### **Right of Entry**

EGH reserves to itself, its employees, agents and those authorised for the purpose, at all times a right of entry into the hired part of the building and a right to refuse admission or to eject from the building any person as they see fit and without giving a reason.

### **Data Protection Act**

The details of the Hirer will be held on a database for accounting, auditing and marketing purposes. The details will not be passed onto any third parties.