

Sewerby Hall and Gardens Room Hire Terms and Conditions

1. DEFINITIONS:

In these Terms and Conditions the following words shall have the meanings in this clause.

- **ACCOMMODATION** means that part of Sewerby Hall and Gardens which is listed in the written agreement between the Council and the Hirer.
- **'AGREEMENT'** means the official Room Hire Application Form for the hire of Accommodation.
- **SEWERBY HALL AND GARDENS MANAGEMENT'** means any duly authorised Council employee acting on behalf of Sewerby Hall and Gardens.
- **'COUNCIL'** means the East Riding of Yorkshire Council or any authorised Committee appointed by the Council to act on their behalf in connection with the letting of Accommodation at the Sewerby Hall and Gardens.
- **'DATE(S) OF HIRING'** means the date or dates on which the Hirer is entitled to use the Accommodation under the terms of the Agreement.
- **'HIRER'** means the person, person's society, association, club, company or other body making application for the use of the Accommodation in whole or part.

2. APPLICATION TO HIRE ACCOMMODATION:

All applications to hire Accommodation must be made on the official Room Hire Application Form for consideration. The Council reserves the right to refuse any application without stating their reason for so doing and may accept any application only upon such additional conditions as the Council, shall deem necessary to impose. If the Council accepts the application, the person or persons signing the application form shall be deemed the Hirer as well as the society, association, club, company or other body on whose behalf the application may be made and as such, will be jointly and severally responsible to the Council for the payment of the hiring fees, and for the strict observance of the conditions applicable to the hire of the premises in whole or part. The precise purpose for which the Accommodation is required must be clearly stated upon the application form and the Hirer shall furnish Sewerby Hall and Gardens Management with full particulars of the function. When such application has been accepted the Hirer will receive written notification to that effect.

3. SCALE OF CHARGES:

The charges for hiring the Accommodation in whole or part shall be in accordance with the current official scale (a printed copy of which can be obtained from Sewerby Hall and Gardens Management) or any amendment thereof which shall be made by the Council. Charges are normally revised annually to take effect from 1 April.

Where such revisions affect bookings which were made prior to the revised charges being known, the revised charges shall be communicated in writing to the Hirer who may within 14 days of such notification, withdraw his application. The Council reserves the right to request full payment in advance.

4. CANCELLATION OF HIRING - COUNCIL:

The Council, through Sewerby Hall and Gardens Management reserve the right to cancel the hiring:

- (a) In the event of a breach or an anticipated breach of any condition of the hiring including any special conditions imposed under Clause 2, or
- (b) if at any time prior to the commencement of the function it shall appear to the Council that the Hirer has made a material omission from or mis-statement in the application form; or
- (c) if at any time prior to the commencement of the function the programme or other detailed particulars referred to in Clauses 2 and 13 hereof have not been supplied or, if supplied, have not been approved to the Council; or
- (d) if any sum payable under Clause 3 hereof is not paid by the Hirer by the date upon which it is due.
- (e) in the event of the Council themselves require the use of the Accommodation on the date upon which it has been let to the Hirer in connection with an occasion of national rejoicing or mourning or
- (f) for the purpose which in the opinion of the Council is of civic or national importance by giving to the Hirer such notice of cancellation as the Council, in all the circumstances, consider reasonable.
- (g) in the event of the Accommodation being required on the date upon which it has been let to the Hirer for the purpose of a Parliamentary, Unitary Council or Town Council Election, by giving to the Hirer such notice of cancellation as the Council, in all the circumstances consider reasonable. Upon such cancellation under (a), (b), (c) and (d) the Hirer shall not be released from any of his obligations under the Agreement and such cancellation shall not affect any right or remedy to which the Council shall be entitled to retain any monies paid by way of deposit and to sue for any balance outstanding. Upon such cancellation under (e) or (f) the Council shall return to the Hirer any monies paid by way of deposit but shall not be under any liability to the Hirer for any loss or damage he may sustain arising out of such termination.

5. CANCELLATION OF HIRING - HIRER

The Hirer shall have the right by notice, in writing to Sewerby Hall and Gardens Management to terminate the Agreement at any time. Upon such termination the Hirer shall be liable to the Council as follows:

(a) If the termination is made more than 16 weeks before the date or first date of hiring (excluding the date upon which notice is received by Sewerby Hall and Gardens Management and the date of the first date of hiring), the Hirer shall be liable for 25% of the total room plus all costs incurred.

(b) If the termination is made less than 16 weeks but more than 4 weeks before the date or first date of hiring (excluding the date upon which notice is received by the Sewerby Hall and Gardens Management and the date or the first date of hiring), the Hirer shall be liable for 50% of the total room hire charge plus all costs incurred.

(c) If the termination is made less than 28 clear days before the date or first date of hiring excluding the date upon which notice is received by the Sewerby Hall and Gardens Management the Hirer shall be liable for the total room hire charge plus all costs incurred.

6. PURPOSES FOR WHICH THE HIRED ACCOMMODATION MAY BE USED:

Any purposes approved by the Council.

7. HEALTH AND SAFETY

The Hirer shall at all times follow the Councils health and safety policy and good practice. The Hirer is responsible for ensuring that all their staff and/or any agents comply with these requirements. The Sewerby Hall and Gardens Management may require the Hirer to produce their own health and safety policy, risk assessments, safe working methods and any other relevant documentation and certification deemed necessary.

8. PURPOSE OF HIRE AND SUB-LETTING:

Without the previous consent, in writing of the Council, the hired Accommodation shall not be used for any other purpose or in any other manner than that stated in the application and the Hirer, shall not, without the previous consent in writing of the Council sub-let or part with possession of the hired Accommodation or any part to any other person or organisation. The Council reserves the right refuse to admit or to charge a fee for use by any other person or organisation.

9. CAPACITY:

Sewerby Hall and Gardens Management will enter on the application form **MAXIMUM** numbers permitted to be accommodated for an individual function. The hirer shall not permit the number of persons to exceed the figure stated. For functions at which the audience is seated the charges include the provision of seating arranged as per a plan agreed at the time of hire. Such seating shall not be moved or increased.

10. MAINTENANCE OF GOOD ORDER

The Hirer shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the hired Accommodation. The Council reserves the right through Sewerby Hall and Gardens Management to require the Hirer to remove or cause to be removed any person from the Accommodation without giving any reason for so doing.

The Hirer shall be responsible for the maintenance of good order and ensure the observance of the Terms and Conditions applicable to the hire of Accommodation. If in the opinion of Sewerby Hall and Gardens Management the employment of additional staff over and above the normal quota for a function, or of Police Officers or Security Guards, is deemed necessary to keep order, prior to, during or after a function, such persons shall be employed and charged to the Hirer. The Hirer will be advised of such a decision and relevant costs, where possible, prior to the event.

11. STATE OF THE ACCOMMODATION:

The Hirer shall leave the hired Accommodation in as good order as at the commencement of the hiring. If default is made the Hirer shall pay to the Council a reasonable charge for putting the hired Accommodation in order. The Hirer shall pay reasonable charges for the costs of cleaning the premises at the end of the hire period. If, in the opinion of Sewerby Hall and Gardens Management, the use of the rooms shall cause an excessive amount of litter, the Hirer shall pay an extra cost involved in its removal.

Unless the Hirer shall show before the commencement of the period of hire that any property of the Council is damaged, property shall be deemed to have been in Sewerby Hall and Gardens and undamaged at the commencement of the period of hire.

The Hirer shall repay to the Council on demand the cost of reinstating repairing or replacing any part of Sewerby Hall and Gardens which shall be damaged, destroyed, stolen or removed during the period or hire of prior or subsequent thereto if in relation to or by reason of the hiring. This cost shall be certified by the Director of Customer Services whose certificate shall be final.

12. INDEMNITY

The Hirer agrees to indemnify and keep indemnified the Council against any liability, damages, costs, charges, expenses, claims demands or proceedings suffered by the Council including, but without limitation, those arising in respect of any death or personal injury or in respect of damage to, or theft of property, caused by or arising out of any negligent act or negligent omission by the Hirer or any of its servants or agents.

13. INSURANCE

If hiring the room on a commercial basis, the Hirer shall in respect of the performance of its obligations under this Agreement effect and maintain the following insurances:

- i) public liability insurance to a minimum of five million pounds (£5,000,000)
- ii) employer's liability insurance to a minimum of ten million pounds (£10,000,000)
- iii) any other insurances as may be required by law or by the Council.

The minimum amounts set out in this clause shall, in each case apply in respect of any single act or occurrence or a series of acts or occurrences arising from a single event. The Hirer shall be required to provide proof of such policies of insurance before entering into this Agreement.

14. RIGHT OF ENTRY:

The Council reserve to themselves the right of entry to their duly authorised officers and servants to all parts of the hired Accommodation at all times and require that instructions must be given by the Hirer for their admission. The Council reserves the right to refuse admission to, or remove from, the hired Accommodation and Sewerby Hall and Gardens any person without stating any reason therefore.

15. PUBLIC ANNOUNCEMENTS – ADVERTISEMENTS / SPONSORS:

No public announcement by Television, Radio, and Press Advertising, editorial posters, leaflets or any other medium shall be made by an applicant as to the object of the hiring until the application has been officially approved and accepted in writing by the Council and the deposit paid by the intending Hirer.

The Hirer undertakes to submit to Sewerby Hall and Gardens Management, any and all publicity material for approval prior to press, trade or public release. The Council reserves the right to have Sewerby Hall and Gardens and other Council logos and information displayed on this material in a format it approves of. The sponsorship of any event by a third party is only permitted if agreed in advance by the Council in writing and in a format approved by the Council.

16. FLYPOSTING:

The practice of displaying posters on vacant shop premises, street furniture, builder's hoardings, pedestrian underpasses etc, without consent of the local planning authority is illegal and makes the offender liable on summary conviction to substantial penalties under the provisions of the Town and Country Planning Act 1971.

Hirers are warned that the Council may take legal proceedings in such cases and the unauthorised display of posters may result in the cancellation of the hiring to which the posters refer, and will be taken into account when future application to hire Sewerby Hall and Gardens are made.

17. MERCHANDISING:

Except with the previous consent of Sewerby Hall and Gardens Management, no goods of any description shall be sold or supplied in or upon any part of the hired Accommodation otherwise than by the Council. If permission is granted for the Hirer to sell merchandise of any kind, then this shall be subject of agreement with Sewerby Hall and Gardens Management or their representative prior to the event taking place and shall be in accordance with the scale of fees and charges.

18. CATERING AND BAR SERVICES:

The Council, through their management caterers, reserve the right to supply catering services at Sewerby Hall and Gardens. The Hirer will not be permitted to supply his own food or drink in any way except with the prior written consent of the Council. All such catering and bar services shall be in accordance with the relevant health and safety legislation together with any licensing requirements.

19. LOTTERIES, RAFFLES AND GAMING:

(a) The Hirer shall not hold or permit to be held on the premises any lottery other than a lottery which is lawful by virtue of the Betting, Gaming and Lotteries Act 1963, or any subsequent amendment thereto, nor to use or permit the premises to be used for the purpose of Gaming unless the written consent of the Council thereto has been obtained.

(b) Where the Hirer intends to hold a lottery which is lawful by virtue of the Betting, Gaming and Lotteries Act 1963 or any amendment thereto he shall deliver to Sewerby Hall and Gardens Management at least 7 days before the holding of the function.

- i. signed declaration that the proposed lottery is exempt from license, or
- ii. the license itself.

20. PHOTOGRAPHY:

No photograph, cinematograph or video film may be taken in Sewerby Hall and Gardens without the written consent of Sewerby Hall and Gardens Management. Commercial photographers may be admitted to the hired Accommodation for the purpose of taking photographs if the hirer has obtained the consent of Sewerby Hall and Gardens Management, in writing and upon payment of such fee as may be prescribed by the Council.

21. RECORDING AND BROADCASTING:

The Hirer must not record or permit to be recorded in any format a function or event taking place except with the written consent of Sewerby Hall and Gardens Management. The Hirer must not transmit or broadcast or permit to be transmitted or broadcast by telegraph, telephone, wireless or any other means any function except with the previous consent of Sewerby Hall and Gardens Management which shall be the subject of a separate agreement between the Hirer and the Council.

22. PROPERTY OF THE HIRER:

All furniture, displays, apparatus or appliances brought or sent to the Accommodation by the Hirer must be unloaded, placed in position and removed by persons employed by the Hirer at such times as shall be agreed by Sewerby Hall and Gardens Management having regard to engagements in the building. The Hirer shall remove all property belonging to him immediately following the hiring unless otherwise agreed, failing which, he shall be liable to be charged at the appropriate hourly rate for every hour or part of an hour after the time that such property is left in the Accommodation, and the Hirer shall pay the cost of the Council in so doing. The Council shall not be liable to the Hirer in respect of any loss or damage to the Hirer's property in undertaking such removal and storage. It should be noted that Hirers are responsible for arranging portage of their own property before, during and after the function.

If you wish to bring your own electrical equipment, please ensure it has been PAT tested.

23. SAFEGUARDING THE PUBLIC FROM FIRE:

All equipment, displays, scenery or properties which may be used in connection with any event shall be rendered, satisfactory non-inflammable. No stall or erection shall be so placed as to obstruct any exit. No gas, pyrotechnics or naked flame shall be brought into or used in the Accommodation except by the special sanction of Sewerby Hall and Gardens Management.

The Council reserves the right to impose such further or other conditions which, having regard to the particular hiring, it may consider necessary in the interest of public safety. The Hirer shall agree with the Council the layout to be used by the Hirer in the Hired Accommodation to ensure the safe evacuation of the premises in the event of any fire or emergency. In any event any equipment and or activities must at the very least conform to all relevant fire regulations. The Hirer shall pay any additional costs incurred by the Council in respect of fire insurance or because of special risks created by, or in connection with, the function.

SMOKING IS STRICTLY FORBIDDEN IN ALL AREAS OF THE PREMISES

24. LICENCES:

The Council is licensed for various activities in accordance with the Licensing Act 2003 and related legislation, full details of which may be obtained from the Sewerby Hall and Gardens Management. If any variations of this licence are requested the Hirer shall give the Sewerby Hall and Gardens Management three months notice in order that they may comply with the requirements of such licences, a fee will be charged accordingly.

The Hirer shall strictly observe any conditions made by the Council, the Fire Officer or other authority as to events and the number of persons to be admitted, arrangement of seat gangways and any other related matter. In any letting there shall be deemed to be implied on the part of the Hirer and undertaking with the Council strictly to observe and perform all statutory provisions and regulation imposed by the Licensing Justices or other statutory bodies and to conform to the conditions of all licences held by the Council, and to indemnify the Council and their officers and servants from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions. Copies of licences held may be inspected at the offices by arrangement with Sewerby Hall and Gardens Management.

25. COPYRIGHT:

The Council have obtained the License of the Performing Rights Society Limited for the performance of copyright musical works in the Sewerby Hall and Gardens on the understanding that returns of all works so performed will be made by the Hirer to the Society. The Hirer shall comply with the terms and conditions of the Society Licence and immediately after the function at which musical works are performed, shall complete the Society's programme form (to be supplied to him by Sewerby Hall and Gardens Management) giving details of all musical works so performed and forward the completed form to the Society. The Hirer will be liable for any fees levied by PRS Ltd and will be recharged at the appropriate rate.

Copyright work not covered by this Licence must not be performed without the consent of the owner of the copyright and the Hirer shall be responsible for obtaining such consent and shall indemnify the Council against all claims, demands actions and proceedings arising out of any infringement of copyright.

The Council has obtained the Licence of Phonographic Performances Limited, for the playing of recorded music in the Sewerby Hall and Gardens. The Hirer will be liable for any fee payable in respect of the function.

26. CHILDREN AND YOUNG PERSONS ACT:

When children and young persons events are held the Hirer shall arrange for sufficient and suitable adult supervision by persons accustomed to the care and control of children and ensure that where applicable appropriate Criminal Record Bureau checks are carried out.

27. VEHICLES:

No vehicle may be brought on the Site without the prior agreement of the Sewerby Hall and Gardens Management.

28. COMPLAINTS:

Any complaint respecting any of the arrangements connected with the function must be made in writing to Sewerby Hall and Gardens Management and delivered within 7 days of the cause of such a complaint arising.

29. OTHER:

The main car park is free of charge to patrons and accessible from Church Lane. Please be aware that the car park may be slippery during winter and subject to closure in extreme conditions.

Parking is not permitted at the front of the house or in the courtyard and these areas must be kept clear at all times in case of emergencies.

Accessible toilets are available in the courtyard, Orangery and the Welcome Centre. Lifts to all floors are available in both the house and the Welcome Centre.



Start your Sewerby experience here:

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|---|---|----|-------------------------------------|----|--|--|---------------------------|
| 1 | Courtyard - Clock Tower Café / Stables Gift Shop / Toilets / Craft Unit / Welcome Centre / Training Rooms | 7 | Visitor Admission Point | 14 | Car Park | 21 | Bowling and Putting Green |
| 2 | Car Park Entrance | 8 | Holiday Cottages | 15 | Events Field and Bandstand | 22 | Sewerby Cricket Club |
| 3 | Car Park Exit | 9 | Public Right of Way and Bridle Path | 16 | Putting Green, Giant Games and Picnic Area | Church Lane, Sewerby, Bridlington, East Yorkshire YO15 1EA
Tel: (01262) 673769 www.sewerbyhall.co.uk
Email: sewerby.hall@eastriding.gov.uk | |
| 4 | Woodland Walk | 10 | Deer, Llama and Pony Paddocks | 17 | Sewerby Hall and Orangery / Temporary Café |  | |
| 5 | Visitor Admission Point / Golf and FootGolf | 11 | Children's Adventure Playground | 18 | Formal Garden | | |
| 6 | Visitor Admission Point | 12 | Nine Hole Golf Course / FootGolf | 19 | Land Train Station | | |
| | | 13 | Zoo | 20 | Gardens - Walled Garden / Rose Garden / Worklink Nursery | | |