

CONDITIONS OF HIRE OF LIBRARY ROOMS

These Conditions of Hire set out the agreement between the Hirer and Nottingham City Council for the use of the rooms at the Council's Libraries ("the Agreement").

1. Definitions & Interpretation

"**Booking**" means the purpose or activity for which the Library room is required on the Hire Date at the Library
"**Booking Form**" means the form completed by the Hirer in respect of a Library room.

"**Council**" means Nottingham City Council, whose address for the purposes of the Agreement is the Library.
"**Council Staff**" means the person appointed for the time being by the Council to act as Manager or facilitator at the Library.

"**Hire Charge**" means the total amount to be charged for the Booking as set out in the Booking Form.

"**Hire Date**" means the date of the occasion for which the Library room is hired.

"**Hirer**" means the person(s) or organisation hiring the Library room named as the entering into the Agreement with the Council.

"**Library/Libraries**" means the venue for the Booking, being '**Community Libraries**' as detailed further on the Booking Form.

"**Library room**" means the room within the chosen Library hired by the Hirer as detailed on the Booking Form.

2. General Conditions and Use of the Library room(s)

2.1. Subject to Clause 3 below (Hire Charges), the Council permits the Hirer to use the Library Room in accordance with these terms and conditions.

2.2. The Hirer agrees and undertakes to use the Library Room solely for the Booking activity and for the time period detailed within the Booking Form which must be during normal opening hours unless otherwise agreed with the Council.

2.3. The minimum period of a Booking that can be processed is half an hour.

2.4. The maximum 'Block Booking' is 12 weeks.

2.5. The Hirer shall not use the Library Room for any purpose or activity other than that described in the Booking Form and shall not assign or sublet the permission to use the Library Room.

2.6. The Hirer acknowledges that the Library buildings are open to members of the public.

2.7. The Council reserves the right to refuse Bookings or withdraw the use of Library Rooms if Hirers misuse facilities or fail to comply with these terms and conditions of Hire.

2.8. All furniture, apparatus or appliances delivered to the Library Room by or on behalf of the Hirer and approved by Council Staff, must be unloaded,

placed in position and removed by the Hirer or persons employed by him/her for such purposes, at such times as shall be agreed by Council Staff or his/her representative. No items should otherwise be stored in Library Rooms before or after the relevant period of hire.

2.9. No decorations are to be placed upon, or additions made to, the Library Room without the prior consent of Council Staff or his/her authorised representative.

2.10. Nothing must be fixed/pinned/taped/blu-tacked/screwed to the walls or doors of the Library Room that would cause damage to the paintwork or woodwork.

2.11. No blocking or obstruction of the fire exits within the Library Room are allowed under any circumstances.

2.12. No helium filled balloons or bouncy castles of any size are allowed within the Library Room.

2.13. No person under the influence of alcohol or drugs ("intoxicants") shall be admitted to the Library Room. Any person in the Library under the influence of intoxicants may be ejected immediately by Council Staff or his/her authorised representative.

2.14. The Hirer may exhibit signage or notices within the Libraries on such notice boards only as are provided by the Council for that purpose, at the discretion of Council Staff.

2.15. No advertising outside of the Libraries will be allowed without the prior consent of Council Staff.

2.16. Where outside caterers are provided, this is entirely at the risk of the Hirer. The Council shall bear no cost in relation to this. All outside caterers must comply at all times with requirements of the Council as notified to it and the Hirer shall be responsible for ensuring the catering complies with and maintains appropriate health and safety obligations of food provided. The Council can provide catering for large events by contacting hospitality@nottingham.gov.uk.

2.17. Where the Library includes access to a kitchen area which the Hirer is permitted to use as detailed on the Booking Form, the Hirer is responsible for ensuring the kitchen is left in a clean and tidy state and all appliances are turned off prior to leaving.

2.18. Unless otherwise agreed by the Council, any electrical appliances bought into the Library premises must be of good condition and if required, must be 'PAT' tested before use within the premises and certificates must be available if requested by the Council. The Hirer must not leave any electrical appliances or products plugged into sockets unattended and shall take equipment bought into the Library away with them at the end of the Booking.

2.19. Where the Booking Hire is out of hours, a call-out charge may be payable by the Hirer for the cost of Council Staff to attend the Library. The Hirer shall be personally responsible for keys if given them and for the Hire of the Library Room, which shall not be assigned to any other person without prior consent of the Council. In the event of key(s) being lost, the Hirer will be liable to pay the Council's reasonable costs for replacement keys and if necessary, replacement locks.

2.20. The Hirer accepts upon placing a Booking that on the Hire Date there may be displays such as, but not limited to banners, flags, information on display etc upon the exterior and/or interior of the Library and/or Library Room that will remain in situ at the Booking.

2.21. There is a strict no smoking policy in all Council Libraries.

3. Hire Charge and Payment

3.1. The Hirer agrees and undertakes to pay to the Council the Hire Charge without any deduction.

3.2. In relation to Bookings for Community Libraries only, a deposit may be taken at the time of making a Booking up to a value of 50% of the Hire Charge which shall be deducted from the costs of hire unless otherwise detailed within these terms. Such deposit shall be refundable after the event unless otherwise detailed within these terms.

3.3. The Hirer shall be notified of any requirement to make a deposit payment and the amount of such prior to making a Booking and details of such shall be recorded on the Booking Form.

3.4. The Hire Charge is detailed within the Room Hire Rates document (which is available upon request) and is reviewed annually.

3.5. The Hire Charge, unless specifically stated in writing to the contrary, is for the use of the Library Room(s) specified and for the time period detailed upon the Booking Form, together with such seats, apparatus and appliances as are provided by the Council at the Library and any other special equipment stated at the Booking.

3.6. Prior approval of Council Staff must be obtained for any additional seats, apparatus, appliances or other furniture required by the Hirer which must be provided at his/her own cost.

3.7. The Hire Charge also covers heating and lighting, the ordinary preparation and reinstatement of the Library rooms and accessories and the day to day work of Library staff under the direction of Council Staff or his/her authorised representative, but does not include any extraordinary work, service or attendance which must be provided by and at the cost of the Hirer.

3.8. The Hirer may be liable for charges in addition to the Hire Charge where the Council incurs extra expenses because of factors reasonably outside its control and/or as a result of the Hirer's and/or his/her guests' activities during the Booking. This includes (but is not limited to) the situation where the Hirer exceeds the allotted time or due to an amount of cleaning being required over and above that reasonably required for a Booking of that type. If a deposit has been paid, the Council reserves the right to withhold some or all of the deposit amount to cover any costs incurred under this clause.

3.9. Out of Hours use of the Library Rooms is subject to an additional charge for the caretaker opening the Library building, details of such are included within the Room Hire Rates document.

3.10. All Bookings for Community Libraries must be paid for in advance by cash or cheque in the relevant Library at the time of making a Booking. Bookings are confirmed by receipt of payment and provision of the Booking Form by the Hirer.

3.11. If payment required by invoice, the invoice shall be raised by the Council after the Booking has taken place and shall be payable by the Hirer within 30 days of receipt the invoice.

4. Cancellation

4.1. Without affecting other provisions in these Conditions of Hire, either party has the right to cancel this Agreement at any time by prior notice to the other party.

4.2. Where the Hirer wishes to cancel a Booking, the Council must be given as much notice as is reasonable in the circumstances of that cancellation. Such notice may be verbal (and confirmed in writing) or in writing, and where possible at least 24 hours' notice.

4.3. Where a Booking is cancelled by the Hirer prior to the Hire Date, there shall be a full refund of any amount paid by the same method of payment.

4.4. If the Hirer fails to attend the Library on the Hire Date at any time, then it shall be deemed as a cancellation without notice and there shall be no refund of any fees already paid for any reason.

4.5. The Council may immediately cancel the Agreement by notice in the event that the Hirer fails to carry out any of his/her obligations under the Agreement.

4.6. The Council may immediately cancel this Agreement at any time before (by notice) or during (without notice) the Hire Date where:

- (a) the Hirer knowingly or falsely makes an incorrect statement in the Booking Form which led the Council to enter into the Agreement;
- (b) the Council reasonably suspects, following the signing of the Agreement, that the purpose

and/or manner of holding the Booking is likely to be non-compliant in whole or in part with any legislation relevant to it; or

- (c) the Hirer fails to adhere to the standard rules and regulations of the Library Room and/or with any reasonable instruction placed upon the Hirer by Council Staff or his/her authorised representative.

4.7. The Council may cancel a Booking by reasonable notice in the event of an emergency or the occurrence of other serious situations. Such situations shall include but shall not be limited to; a fire or flooding at or near to the Library, or in the event of the Library being required for use in an emergency situation such as a natural disaster, or in the event of poor weather creating a serious risk of damage to the Library, or rendering the hire of the Library a danger to health or safety in the reasonable opinion of the Council acting on the advice of an environmental health officer).

4.8. The Council shall only exercise this right under Clause 4.7 where it is unable to provide alternative premises, but if it does so all payments made by the Hirer under this Agreement shall be refunded. In such circumstances, the Council shall not be liable for any losses suffered by the Hirer arising from such termination.

5. Notices

5.1. All notices which are required to be given under this Agreement shall be in writing, where possible but otherwise in a manner to be agreed between the Parties.

6. Responsibilities of the Hirer

6.1. The Hirer shall:

- 6.1.1. Be responsible for all persons using the Room under the Booking including the conduct of such;
- 6.1.2. Ensure that the Library Room is vacated by the expiration of the time of hire shown on the Booking Form;
- 6.1.3. Permit the Council or its responsible designated employees to enter the Library Room at all times;
- 6.1.4. Pay the Hire Charge in accordance with these Conditions of Hire;
- 6.1.5. Leave the Library Room in a clean and tidy condition in the state that it was found;
- 6.1.6. Comply with these terms and conditions and any specific booking procedures/conditions applicable to the Library room as imposed by the Council;
- 6.1.7. Comply with all relevant health and safety legislation in using the Room and any instructions in relation to such from the Council;
- 6.1.8. Not cause damage to the Room, building, Council equipment and other visitors to the buildings, neighbouring buildings, nor to alter

the Room in any way. Any damage must be reported to the Customer Service Manager immediately;

- 6.1.9. Inform the Customer Service Manager in the event of an accident or emergency;
- 6.1.10. Not do or permit to be done in the room or any other part of the building any activity which is illegal or which may cause a nuisance, damage, annoyance or inconvenience or interference to the Library Room or users, owners or occupiers nor anything which may adversely affect or invalidate any insurance in respect of the Library;
- 6.1.11. Ensure that nothing is done in the Library Room in contravention of any law relating to gaming, gambling, betting and lotteries;
- 6.1.12. If requested, produce all certificates and licences relevant to the Booking to Council Staff prior to the Booking Date;
- 6.1.13. Be responsible for familiarising themselves and their group if relevant with the fire exits in the building and meeting points. In the event of fire, the Hirer is responsible for ensuring the safe evacuation of all attendees;
- 6.1.14. Be responsible for carrying out an appropriate risk assessment for their use of the Library room; and

7. Responsibility of the Council

7.1.1. The Council agrees to:

- 7.1.2. Use reasonable endeavours to make available the Library Room(s) for use by the Hirer in accordance with the Booking;
- 7.1.3. Provide the Hirer with use of equipment and facilities as agreed for use during the Booking;
- 7.1.4. Comply with all relevant hygiene, health and safety legislation in respect of the Library buildings;
- 7.1.5. Not to do or permit to be done anything in the Library building which is illegal, or which may become a nuisance or inconvenience to the Hirer; and
- 7.1.6. Give the Hirer notice as soon as possible in the event of a cancellation or termination.

8. Indemnity and Insurance

- 8.1. The Hirer shall indemnify and keep indemnified the Council against the death of, or injury to, any person, or loss of, or damage to, the Council's property, or that of the Council's employees, or agents which arises out of the act default or negligence of the Hirer, or his/her guests, or the breach of any term of the Agreement and against all resulting claims demands proceedings damages costs charges and expenses (including legal costs).
- 8.2. Unless otherwise notified to it by the Council, in accordance with Clauses 8.3 and 8.4 below, the Hirer shall be responsible for ensuring relevant insurances are in place.

- 8.3. Hirers Liability Insurance is available from the Council at a cost to the Hirer, for private individuals, unofficial clubs and social clubs placing Bookings.
- 8.4. Professionals, clubs, societies or other such organisations are responsible for obtaining and maintaining Public Liability Insurance up to a value of £2,000,000. Evidence of such insurance policies must be provided to the Council prior to the use of the relevant Library Room.

9. Termination

- 9.1. The Agreement between the Hirer and the Council shall terminate on the earliest of:
- 9.1.1. The expiry of the period of Hire as detailed within the booking Form; or
- 9.1.2. Immediately or such other time as the Council may instruct if the Hirer breaches the terms of this Agreement and its obligation under these terms and conditions.

10. Contracts (Rights of Third Parties) Act 1999

- 10.1. For the avoidance of doubt nothing in the Agreement shall confer on any third party any benefit or the right to enforce any term of the Agreement, except where otherwise agreed in writing by the parties to the Agreement.

11. Governing Law and Jurisdiction

- 11.1. The terms and conditions of this Agreement and any dispute or claim arising out of or in connection with it or its subject matters or formation shall be governed by and construed in accordance with the law of England and Wales.
- 11.2. The parties agree that the courts of England and Wales shall have exclusive jurisdiction in relation to these terms and conditions.

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