

# **TERMS AND CONDITIONS OF GROUP USE IN LEICESTERSHIRE LIBRARIES**

The Group Leader must comply with all terms and conditions as set out in the Group Use Booking Form, these Group Use Terms and Conditions, the Health and Safety Information and the Smart Library Access Agreement. ("together known as this Agreement") The parties agree that the hiring will be carried out in accordance with this Agreement.

## **1. Definitions and Interpretation**

1. Council - means Leicestershire County Council, County Hall, Glenfield, Leicester, LE3 8RA.
- 1.2 Group Leader/Group – means the person or organisation as set out on the Group Use Booking Form.
- 1.3 Premises – means the room specified in the Group Use Booking Form.
- 1.4 Smart Hours – means when the Premises are accessible but unstaffed.
- 1.5 Premises Manager – means the Library Supervisor or delegated member of Library staff
- 1.6 Total Amount Due – means the total amount that the Group Leader is required to pay to the Council as set out on the Group Use Booking Form.

## **2. Booking**

- 2.1 The Group Leader may submit his/her Group Use Booking Form electronically however; the Group Leader's booking will only be accepted upon receipt of a signed Group Use Booking Form.
- 2.2 All applications for the hire of the Premises shall be made to the Premises Manager on the approved Group Use Booking Form. The Group Leader must be over 18 years of age.

## **3. Use of Premises**

- 3.1 The Group Leader shall not use the Premises for any purpose other than that described on the Group Use Booking Form and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way, nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol on the Premises without prior written permission of the Council. The Council reserves the right to cancel with immediate effect any hiring where such use is taking or is intended to take place.

## **4. Licences**

- 4.1 The Group Leader shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Group Leader shall indemnify the Council against the consequences of the Group Leader's failure to do so.

## **5. Illegal activities**

- 5.1 The Group Leader shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting, and lotteries.
- 5.2 The Group Leader must not commit any acts of terrorism on or in relation to the Premises that contravene Section 29 Counter Terrorism and security Act 2015

## **6. Public Safety Compliance**

- 6.1 The Group Leader shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

## **7. Electrical Appliance Safety**

- 7.1 The Group Leader shall ensure that any electrical appliances brought by him to the Premises and used there shall be safe and in good working order, and used in a safe manner and have been tested in accordance with current safety testing requirements.

## **8. Alterations**

- 8.1 The Group Leader must not make any alterations to the Premises or any other part of the Library without the Council's prior written consent.

## **9. Food and Drink**

- 9.1 The Group Leader shall not allow food or drink to be consumed within the premises without prior agreement of the Premises Manager.
- 9.2 The Group Leader shall, if preparing, serving or selling food, observe all relevant food and hygiene legislation and regulations.
- 9.3 If the Group Leader wishes to use caterers on the Premises during the event the Group Leader must ensure that the caterers comply with all health and hygiene legislations and regulations.

## **10. Animals**

- 10.1 The Group Leader shall ensure that no animals (including birds) except guide dogs are brought onto the Premises other than with the prior written consent of the Council.

## **11. General regulations**

- 11.1 The Group Leader shall ensure that the following conditions are adhered to in full:
  - 11.1.1 No preparation may be applied to the floors.
  - 11.1.2 No interference with any equipment, books or any other materials.
  - 11.1.3 No interference with the heating system.

## **12. Nuisance**

12.1 The Group Leader must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Council, other group leaders, library customers or to the occupiers of adjoining or neighbouring premises. The Group Leader shall be responsible for requiring any person causing such a nuisance to leave the Premises. It is the Group Leader's responsibility to ensure that the minimum of noise is made on arrival and departure.

### **13. Children or vulnerable adults**

13.1 Where applicable, the Group Leader shall ensure that it has appropriate safeguarding policies and procedures in place and that they and those likely to have contact with children or vulnerable adults have been subject to the appropriate Disclosure and Barring Service checks. The Premises Manager reserves the right to require the Group Leader to produce evidence that such checks have been carried out on all persons likely to have contact with children relating to the hiring at the Premises. The Council reserves the right to review the child protection policies and procedure and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Council is not satisfied then it reserves the right to cancel any hiring and there shall be no liability to the Group Leader.

### **14. Sale of Goods**

14.1 The Group Leader must not use the Premises for any auction sale, trade, business or manufacture without the written agreement of the Council or for any illegal or immoral act or purpose. The Council reserves the right to cancel with immediate effect any hiring where such use is taking or is intended to take place. .

### **15. Unfit or Unavailable for Use**

15.1 The Council may cancel any hiring if the Premises are rendered unfit or become unavailable due to unforeseen circumstances or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Group Leader.

### **16. Refusal of Booking**

16.1 The Council reserves the right at its absolute discretion to cancel a booking should it:

- a) require the use of the Premises due to unforeseen circumstances or in an emergency for a parliamentary or any other election;
- b) be of the opinion that the hiring is likely to be or proven to be potentially objectionable or undesirable; in particular the Premises shall not be hired to organisations which the Council considers to have racist aims, which incites violence or if they are named on any central government list of banned organisations.
- c) be of the opinion that the original purpose for the hire has changed to the extent that it is no longer suitable; or
- d) be of the opinion that the Premises are unfit for use.

in such event the Council shall incur no liability to the Group Leader whatsoever.

## 17. End of Hire

- 17.1 The Group Leader shall ensure that the Premises are vacated at the time specified on the Group Use Booking Form under 'Finish time of event' and no later than 9.30pm. The Group Leader shall ensure that they have allowed for adequate time following the end of the activity to vacate the Premises. In the event that the Group Leader and his party have not vacated the Premises by the time stated the Council shall at its discretion make an additional charge, in particular if late vacation of the Premises results in an alarm activation.
- 17.2 The Group Leader shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, if this condition is not complied with the Council shall, at its discretion make charge the Group Leader for putting the Premises back to how they were.

## 18. Not Used

## 19. Insurance

- 19.1 During the period of hiring, the Group Leader shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Council from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of the Council or their respective servants or agents.
- 19.2 The Group Leader is required to have adequate Public Liability Insurance in place for the use of the Premises and to produce the evidence at the time of booking. **The level of indemnity of the Public Liability Insurance must be no less than £5,000,000 for each and every claim. If the Group Leader has not got adequate Public Liability Insurance in place an additional charge of 10% of the Total Amount Due plus 6% Insurance Premium Tax or a charge of £5 plus 6% Insurance Premium Tax, whichever is the greater, will be incurred.**

## 20. Cancellation

- 20.1 Bookings can be cancelled by either the Group Leader or the Council as per the table below:

One-off or ad hoc bookings	Two week's written notice
Regular bookings	One month's written notice

## 21. Health & Safety

- 21.1 The Group Leader acknowledges that they have been provided with a copy of the risk assessment for the Premises and have completed a Health and Safety induction at the Premises. If the Group Leader for any reason considers that the risk assessment document requires any amendment to reflect the Group Leaders proposed use of the

Premises the Group Leader must make the Council aware and provide the Council details in writing of the necessary amendments.

- 21.2 The Group Leader agrees to comply with the terms set out in the Health and Safety Information document.
- 21.3 The Group Leader acknowledges that they are familiar with the Health and Safety arrangements as outlined in Section 10 of the Group Use Booking Form (Acceptance of room booking).

## **22. Data Protection**

- 22.1 Personal data supplied on the Group Use Booking Form will be held on computer and will be used in accordance with the General Data Protection 2016 and Data Protection Act 2018 for statistical analysis, management, planning and in the provision of services by the Council and its partners. This will include passing your information to an organisation commissioned to carry out delivery or installation of campaign units. This is detailed in the Fair Processing Notice. You can request a copy of this document from the Council upon request.

The Group Leader's personal data will not be used for any marketing purposes.

## **23. CCTV Surveillance**

- 23.1 CCTV surveillance will always be in operation predominantly for the prevention and detection of crime and health and safety, in accordance with the Council's CCTV policy. The Group Leader can access the Council's policy following hyperlink <https://www.leicestershire.gov.uk/about-the-council/data-protection-and-privacy/cctv-systems-used-by-the-council>

- 23.2 The reasons why the Council may need the Group Leader's information and how it will be handled is detailed in the Council's CCTV Fair Processing Notice. This can be provided upon request by the Council or accessed clicking on the hyperlink at clause 23.1.

- 23.3 At the start of any group activity, the Group Leader shall ensure all attendees are aware that 24 hour CCTV surveillance is in place.

- 23.4 If there are any changes in law that may impact on the Council's CCTV policy, the Group Leader shall be notified by the Council and will inform all attendees accordingly.

## **24. General Terms**

- 24.1 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 24.2 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

24.3 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

August 2019