

TERMS AND CONDITIONS OF ROOM HIRE IN LEICESTERSHIRE LIBRARIES

The Hirer must comply with all terms and conditions as set out in the Room Hire Booking Form, these 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 Hirer – means the person or organisation as set out on the Room Hire Booking Form.
- 1.3 Premises – means the room specified in the Room Hire 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 Hirer is required to pay to the Council as set out on the Room Hire Booking Form.

2. Booking

- 2.1 The Hirer may submit his/her Room Hire Booking Form electronically however; the Hirer's booking will only be accepted upon receipt of a signed Room Hire Booking Form and confirmed upon payment of the Total Amount Due.
- 2.2 All applications for the hire of the Premises shall be made to the Premises Manager on the approved Room Hire Booking Form. The Hirer must be over 18 years of age.

3. Use of Premises

- 3.1 The Hirer shall not use the Premises for any purpose other than that described on the Room Hire 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 without refund of the Total Amount Due paid (including any deposit paid).

4. Licences

- 4.1 The Hirer 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 Hirer shall indemnify the Council against the consequences of the Hirer's failure to do so.

5. Illegal activities

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

10. Animals

- 10.1 The Hirer 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 Hirer 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 Hirer 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 hirers, library

customers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises. It is the Hirer'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 Hirer 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 Hirer 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 Hirer other than to refund any of the Total Amount Due (including any deposit paid).

14. Sale of Goods

14.1 The Hirer 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 without refund of the Total Amount Due paid (including any deposit paid).

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 Hirer other than to refund a proportion or all of the Total Amount Due (including any deposit paid) for the cancelled hiring.

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 Hirer whatsoever, other than the return of any of the Total Amount Due that has been paid by him in respect of such cancelled hiring.

17. End of Hire

- 17.1 The Hirer shall ensure that the Premises are vacated at the time specified on the Room Hire Booking Form under 'Finish time of event' and no later than 9.30pm. The Hirer shall ensure that they have allowed for adequate time following the end of the activity to vacate the Premises. In the event that the Hirer 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 Hirer 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 an additional charge.

18. Payment and Total Amount Due

- 18.1 The details of the Total Amount Due are set out on the Room Hire Booking Form.
- 18.2 The Hirer will pay all hire charges in advance for the letting.
- 18.3 The Hirer shall pay the Total Amount Due, which can be paid by cash or cheque (cheques should be made payable to 'Leicestershire County Council') or the Premises Manager can arrange for an invoice to be raised.
- 18.4 If payment is not made in accordance with this clause 18 or if any other terms of this Agreement are not complied with then the Council reserves the right to cancel the booking. Any amount paid by the Hirer will not be refunded.

19. Insurance

- 19.1 During the period of hiring, the Hirer 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 Hirer 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 Hirer 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 Hirer 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 |

If such notice is given to the Council by the Hirer the Total Amount Due shall be refunded. If such notice is not received the full hire charge will be retained by the Council.

- 20.2 If a booking is made less than one week prior to the date that the Premises are required and the Hirer cancels the booking the Council will not be liable to refund any monies to the Hirer.

21. Health & Safety

- 21.1 The Hirer 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 Hirer for any reason considers that the risk assessment document requires any amendment to reflect the Hirers proposed use of the Premises the Hirer must make the Council aware and provide the Council details in writing of the necessary amendments.
- 21.2 The Hirer agrees to comply with the terms set out in the Health and Safety Information document.
- 21.3 The Hirer acknowledges that they are familiar with the Health and Safety arrangements as outlined in Section 10 of the Room Hire Booking Form (Acceptance of room booking).

22. Data Protection

- 22.1 Personal data supplied on the Room Hire 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 Hirer'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 Hirer can access the Council's policy by clicking on the link below.
<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 to use the information from the CCTV system (including information relating to the Hirer) is detailed in the Council's CCTV Fair Processing Notice. This can be provided upon request by the Council or accessed by clicking on the hyperlink at clause 23.1 of the policy above.

23.3 If there are any future changes in law that may impact on the Council's CCTV policy, the Hirer shall be notified by the Council.

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.

July 2019