



Burbage Community Library

Registered Charity number 1165707

Church Street, Burbage, Leicestershire, LE10 2DA

Tel:0116 3053558

www.burbagecommunitylibrary.org.uk

TERMS AND CONDITIONS FOR THE HIRE OF BURBAGE COMMUNITY LIBRARY

Definitions

The Hirer – means the person or organisation as set out on the Room Booking Form.

The Premises – means Burbage Community Library (BCL).

1. The Hirer must comply with all terms and conditions as set out in this Room Hire Agreement and any other reasonable requirements imposed by Burbage Community Library Management Committee.
2. The Hirer will ensure that the Premises are secure at all times and that access by any third party is prevented throughout the course of the Hire Period.
3. This Room Hire Agreement is personal to the Hirer and cannot be transferred.

Bookings and Cancellations

4. All bookings must be made in writing using the Burbage Community Library booking form.
5. 100% of the booking fee will be payable on confirmation of the booking. Special payment arrangements will be made for regular bookings.
6. Discounted prices may be available to 'Friends of Burbage Community Library'.
7. The Hirer must give at least two weeks' notice of the cancellation of a booking. If such notice is given, all monies paid in advance will be refunded. If the cancellation is informed within two weeks' of the booking date BCL will not be liable to refund any monies paid by the Hirer.
8. Burbage Community Library (BCL) reserves the right to cancel a booking if the holding of the event is prevented by circumstances beyond the control of BCL. BCL will refund any monies paid in advance. BCL does not accept liability for losses incurred due to the cancellation of an event.

Use of Premises

9. 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.

10. The Hirer must ensure that the library stock, including books, CDs and other display material **IS NOT MOVED OR REMOVED** from any shelf or display during the course of the hire period.
11. Nothing is to be stuck, nailed, screwed, stapled or fixed in any way to the walls, doors, windows or any other furniture. No preparation may be applied to the floors. No interference is allowed with any equipment, books or any other materials. Interference with the heating system shall not be allowed.
12. The Hirer will be responsible for any damages or loss of furniture, equipment or crockery. The Hirer shall pay BCL, on demand, the amount required to make good or remedy any such damage.
13. The Hirer shall ensure that any electrical appliances brought onto the Premises and used there shall be in safe working order, be used in a safe manner and have been tested in accordance with current safety testing requirements (Portable Appliance Testing).
14. Burbage Community Library accepts no responsibility for the property of persons attending or organising an event. BCL accepts no responsibility for any loss or damage incurred thereto. Any property brought on to the Premises is done so entirely at the owner's risk.

Opening and Closing the Library

15. The library will be opened and closed by a member of the committee.
16. The library is let on the understanding that any member of the committee has the right of entry at any time.
17. The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and any mobile shelving removed from the usual positions properly replaced.
18. Hirers will be expected to vacate their guests and equipment promptly at the end of the hire period. If this condition is not complied with BCL reserve the right to charge an additional fee.

Health and Safety

19. The maximum capacity of the library is 30 persons.
20. Fire exits and extinguishers are to be kept clear and visible at all times.
21. The Hirer acknowledges that they are familiar with the following;
 - Fire alarm points
 - Fire evacuation procedures, routes, and assembly point
 - Location of telephone
 - Location of first aid kit
 - Location of the accident reporting book
22. In accordance with legislation, no smoking is permitted anywhere within the building.
23. The Hirer will be the responsible person for all Health and Safety matters relating to an event and must be present to deal with any health and safety matters that may occur. This responsibility may be delegated to another person who must attend the event. The name of the responsible person must be advised on booking if this is different to the Hirer.

24. The Hirer is responsible for ensuring the appropriate parking of cars. Parking in Church Close is not for library use and therefore not permitted.
25. The Hirer is responsible for holding a list of all attendees in case of emergency evacuation.
26. The Hirer is responsible for the conduct and behaviour of all people attending the event. BCL reserves the right to terminate the event, without any refund of costs, if the conduct and behaviour is deemed to be unacceptable.

Food and Drink

27. Intoxicants shall not be brought on to the Premises, unless specifically authorised by BCL.
28. The Hirer shall not allow food or drink to be consumed within the Premises without prior agreement with Burbage Community Library. If use of the coffee machine is required, the Hirer will ensure that the correct monies are paid to BCL for the drinks consumed at the end of the hire period.
29. The Hirer shall, if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.
30. 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 legislation and regulations.

Animals

31. The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the Premises other than with the written consent of Burbage Community Library.
32. Safeguarding Children and Vulnerable Adults
33. The Hirer shall ensure that where a hiring involves activities aimed predominantly at children they have appropriate child protection policies in place and that they themselves and those persons likely to have contact with children have been subject to enhanced Disclosure and Barring Service (DBS) checks.
34. Where the Hirer wishes to use the Premises for a purpose which involves a regulated activity as described by the Safeguarding of Vulnerable Groups Act 2006, Burbage Community Library will require the Hirer to provide evidence that the necessary DBS or any other appropriate checks have been carried out on all persons.

Insurance

35. The Hirer must maintain an insurance policy against any loss, liability, claim or proceeding incurred by or which may be brought against Burbage Community Library or themselves in respect of any injury or damage whatsoever to any person or property, arising out of the use and occupation of the property for the sum of £5,000,000 (five million pounds) for Public Liability and for the sum of £10,000,000 (ten million pounds) for Employer's Liability (where applicable) per any one claim, the number of claims being unlimited.
36. For larger social events, hirers are advised to seek additional insurance to cover all aspects of their event. The Hirer is to provide their own contents insurance for personal belongings left on the Premises at any time. BCL does not accept liability for any loss or damage to the Hirer's personal belongings whilst on the Premises and are left entirely at the Hirer's risk.
37. For small social events hirers are advised to check their personal property insurance as this level of insurance may already be covered under their policy.

Licences

38. 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. The Hirer shall indemnify Burbage Community Library against the Hirer's failure to do so.

Gaming, Betting and Lotteries

39. 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.

Disclaimer

40. Every effort has been made to ensure accuracy of all the information provided. Burbage Community Library does not accept liability for any errors or omissions and reserves the right to amend any information at any time.