

LONDON BOROUGH OF BEXLEY
Bexley Library Service
Policy, Terms & Conditions governing the hire of halls and rooms

**MEETING ROOMS: BLACKFEN, CENTRAL, CRAYFORD, ERITH,
SIDCUP AND WELLING LIBRARIES**

IT FACILITIES: ALL LIBRARIES

CONDITIONS AND REGULATIONS GOVERNING HIRE

1. **Application form**

(a) Applications for hire shall be made on the appropriate form available from the library to whom the form must be returned.

(b) The Hirer must complete their application for hire a minimum of one week prior to the date of the booking requested.

2. **Definitions**

In these conditions, and in the scale of charges the following expressions shall have the meaning hereunder assigned to them:

“the Council” means the Mayor and Burgesses of the London Borough of Bexley ;

“the Hirer” means the person signing the form of application for licence to use the premises;

“the Premises” means the Hall or Room specified in the form of application signed by the Hirer;

“block bookings” means the hiring of the premises by a single application on no less than six occasions during any period of 12 months;

“single bookings” means the hiring of the premises other than by way of block booking.

3. **Payment of hiring fee**

Invoices will be issued monthly by the Director of Finance and all monies due must be paid to his Department promptly.

4. **Use of premises**

(a) The Hirer shall not use or cause or allow the premises to be used:

- (i) for any purpose which may directly or indirectly contravene any statute, regulations, or bylaws, including licensing restrictions, or which may be considered to be (at Council’s sole discretion)

discriminatory, defamatory, obscene or a threat to public order and will comply with all reasonable requests of the Council staff in relation to the use hereby authorised.

- (ii) In such a way as would endanger the public
 - (iii) for any purpose other than that for which the application has been granted unless any alteration of purpose has been previously notified to the Library Services Manager and such alteration has been approved by or on behalf of the Council;
 - (iv) in such a manner as will cause interference or annoyance to any other occupants of the premises or neighbouring residents;
 - (v) for the display of any advertising material except such material as relates to the purpose of the meeting for which the Hall or Room is hired in which case it shall be displayed in such a position that it can be seen only by persons attending the meeting;
 - (vi) for any purpose which may directly or indirectly contravene any laws or regulations, or which may be considered to be (at the Council's sole discretion) discriminatory, defamatory, obscene or a threat to public order.
 - (vii) for any purpose for which either a music and dancing, stage play or cinematograph licence would be required.
- (b) The Hirer shall not do or cause or allow to be done anything which will render ineffective in whole or in part, the policy or policies of insurance effected by the Council in respect of the premises or the contents thereof.
 - (c) The Hirer shall leave the premises in a clean and tidy state.
 - (d) During the period of the hiring the Hirer shall be responsible for the efficient supervision of the Premises including the effective control of children and the orderly and safe admission and departure of persons to and from the Premises
 - (e) The Hirer shall not attach or affix anything to the Premises by adhesive tape adhesive nails pins screws tacks or other like objects nor to attach fix or display any posters boards signs advertisements or placards inside or outside any part of the Premises without the prior consent of the Council

5. Inflammable films and materials

The Hirer shall not use or cause or allow to be used or bring into the Premises inflammable films or inflammable materials.

6. Cancellation of booking

(a) By the Hirer

The Hirer shall forfeit the hiring fee in respect of any single booking if such booking is cancelled by the hirer with less than 14 days notice prior to the date of the hiring of the Premises. Given that a hiring can be made up to one week prior to the date of the hire, this can result in the Hirer having no opportunity to cancel a booking as a result of this clause.

(b) By the Council

The approval by or on behalf of the Council of any application for the use of the premises is subject always to the right reserved by the Council to cancel the booking, in which case, and subject to the other provisions of these Terms and Condition, the Hirer will be refunded the sum paid for the hire

(c) The Council will not be liable to any person, including the Hirer, for any loss due to any breakdown or failure of machinery electricity leakage of water fire or act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.

(d) The Council will not be liable to any person, including the Hirer, save as set out at 6 (b) above, for any losses, consequential, incidental or otherwise, as a result of the cancellation or interruption of the hire of the premises.

7. Revision of scale of charges

The scale of charges may be revised by the Council at any time and will become operative one month from the date of despatch of notification to the hirer or at any later date that the Council may decide.

8. Damage

The Hirer shall defray the cost of -

(a) making good any damage to the premises, furniture, fittings, or apparatus; or

(b) the replacement of any articles or property belonging to the Council and lost or found to be missing from the premises during the period or periods the premises are occupied by the Hirer, and the Council shall be the sole judges of the damage done and the cost of making good such damage or replacing any missing articles or property.

9. Loss of property

The Council shall not be responsible or liable for any damage to or loss of property, articles or things whatsoever placed or left in the premises by the Hirer or by any other persons using the premises.

10. Indemnity

The Hirer is required to have public liability insurance with a minimum indemnity of £5,000,000 or to be covered by Crown Indemnity. Private hirers will be automatically included on the Council's Third Party Hirers policy by payment of a premium of 7% of the overall hire fee.

(Council Members' surgeries are already covered by Council liability insurance)

The Hirer is required to pay an excess of £100 for each claim made.

Any company making an application for hire must confirm that they have a valid Certificate of Insurance covering public liability for the required minimum indemnity sum.

The Council's Third Party Policy is not applicable to commercial business companies, in this respect the 7% premium will not be applied to the hire cost.

11. Right of Entry by Council's Officers

The Caretaker of the premises and any other officer so authorised by the Council, shall have the right of entry at all times to all parts of the premises.

12. Excisable Liquors

The Hirer shall not sell or cause or allow to be sold or consumed any excisable liquors on the premises.

13. Copyright works

The premises shall not be used for the performance in public of any dramatic works or for the delivery in public of any lecture in which copyright subsists, without the consent of the owner of the said copyright or in any other manner likely to infringe any subsisting copyright. Where the premises are to be used for the playing or performing of recorded music in public a licence from Phonographic Performance Limited and the Performing Rights Society be required unless the Hirer has been advised in writing by the Council that the Council has a licence covering the premises. Where the premises are to be used for the public playing of original sound recordings on the soundtracks of videos a Video Performance Limited licence will be required. The Hirer will indemnify the Council against all sums of money which the Council may have to pay by reason of any infringement of copyright occurring during the period or periods the premises are occupied by the Hirer.

14. Fire regulations

The Hirer will ensure that all fire regulations are observed and that all fire doors are kept closed and access to them is not restricted in any way.

15. Smoking

The Council has introduced a strategy on smoking which seeks to provide a smoke free environment for both staff and service users with the aim of reducing smoke-related death, disease and disability.

Smoking is not permitted in Council premises.

The hirer is required to respect the Council's restrictions on smoking.

16. Use of electrical equipment

All electrical appliances used by the Council are tested regularly for safety reasons. The Council will therefore provide a safety-approved kettle/urn for refreshments, if required by the hirer. The hirer shall not make any alterations or in any way interfere with any of the electrical fittings or appliances in the Premises.

The Council would prefer the hirer not to use personal electrical equipment. No additional electrical fittings or appliances shall be used without the Council's prior consent. Any personal electrical equipment supplied by the hirer must be connected to a RCD (Residual Current Device) at all times, when connected to an electrical supply.

The hirer is responsible for supplying a RCD for each electrical appliance used on the premises that has not been supplied by the Council.

17. Maximum numbers

The Hirer shall not exceed the maximum numbers guidelines as supplied with the booking form

18. Child Safety Policy

The Hirer agrees to comply with Bexley Library Service's Child Safety Policy

19. CRB checking

Hirers should be aware when hiring the Council's premises for events involving vulnerable adults or children that the event organiser is responsible for ensuring that CRB checks are in place for persons engaged in providing services, care or support, where this is required in accordance with the relevant regulations. Details can be found <http://www.crb.homeoffice.gov.uk/>. The Council accepts no liability whatsoever for any failure to discharge such duties.

20. Health and Safety Regulations

The Hirer is responsible for ensuring that Health and Safety information, regulations and guidelines as supplied with the booking form are adhered to and that everyone present is aware of what to do in an emergency.

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