



HILLINGDON
LONDON

Terms and conditions for the hire of Rooms and Venues at Libraries in the London Borough of Hillingdon

These terms and conditions of Hire set out the agreement between the Hirer and London Borough of Hillingdon for use of the rooms or venues at the Council's Libraries and shall be binding on the Hirer. (the "Agreement") The Council supports cultural, social and religious activities, and requests for groups of this nature to hire library space will be looked at impartially, subject to practicalities like noise, impact on library users and on residential areas. The Council will not accept bookings to hire rooms from organisations or individuals that promote controversial issues that may be damaging to community relationships or are illegal or offensive to the public or not in accordance with the Council's commitment to equality, diversity and inclusion.

A Booking is not confirmed until payment has been received and booking confirmation has been issued to the Hirer.

The Council reserves the right to make any additional conditions or regulations considered necessary to ensure safety or proper operation of a Booking and agreed in writing at the time.

1. Definitions

"Booking" means the purpose or activity for which the Room or Venue is required on the Hire Date at the Library.

"Charges" means the fee specified and payable by the Hirer to the Council in respect of the use of the Room for the Booking and any Booking related services (and any other charges for any additional services or facilities used or reserved for or in connection with the Booking.

The "Hirer" means the individual or representative or an organisation completing the Booking and agreeing to the terms and conditions of hire. Any authorised sub-contractor, contractor, supplier, agent, employee or representative contracted, engaged or employed by the Hirer.

The "Council" means the London Borough of Hillingdon.

The "Premises Manager" means the manager of the room, venue, premises named on the booking form.

The "Room(s)" means the premises or space named in the confirmation of booking, also referred to as Venue.

2. General conditions and use of the Room

- 2.1. The Hirer agrees and undertakes to use the Room/Venue solely for the Booking activity and for the time detailed in the Booking which must be during normal opening hours unless otherwise agreed with the Council.
- 2.2. The Hirer agrees that no activities will be undertaken which will be a danger or annoyance to the public, break any law, byelaw or licensing regulation, or cause damage to library property.
- 2.3. The Hirer acknowledges that the Library buildings are open to members of the public. The Council reserves the right to refuse Bookings or withdraw the use of Rooms/Venue if the hirers misuse facilities or fail to comply with these terms and conditions of Hire.
- 2.4. The Council reserves the right to refuse or cancel any Booking upon reasonable notice. In such circumstances Charges will be refunded.
- 2.5. The Hirer must obtain keys for the Booking from the library or the Village Hall (as appropriate) and agree means of access in advance of the Booking. The procedure for returning the keys must be agreed with the Premises Manager.
- 2.6. The Hirer acknowledges that access will not be provided before the booking time and the Hirer and its visitors are expected to leave the Room/Venue at the agreed time. The Hirer is responsible for ensuring that time is included in their Booking for setting up and cleaning.
- 2.7. The Booking includes set and clear up time. The Room/Venue will be left in a clean condition and must be vacated on time. All rubbish bags must be removed at the end of the Booking and placed in the designated place, as agreed with the Premises Manager. Failure to do this may result in loss of any deposit paid (where applicable) or a cleaning charge being issued to the Hirer.
- 2.8. No advertisements or poster, decoration or hangings may be displayed, without prior approval of the Premises Manager.
- 2.9. No decorative hanging s may be used unless verified as fire resistant and must be applied to surfaces with non-marking sticking tac only.
- 2.10. The Hirer (or identified representative) will be responsible for security of the library Room/Venue/Village Hall and setting any electronic alarm systems when leaving where a Booking takes place outside of the normal opening hours.
- 2.11. The Hirer acknowledged that they will be liable for any costs incurred by the Council as a result of the Booking, related booking activities and this included but is not limited to additional cleaning or callout charges from security firms, the costs of replacing lost keys.
- 2.12. The telephone should only be used to contact Police, Fire, Ambulance or the Council's emergency service.
- 2.13. CCTV operates in all Hillingdon Libraries 24 hours a day. Please note that if your Booking takes place outside the library's normal opening hours, staff might use CCTV footage to monitor that access to the building happens at the agreed times.

2.14. The Council or the Library is not liable for any of the Hirer or its group/visitors' belongings.

2.15. Hillingdon Libraries acknowledges the duty of care to safeguard children and vulnerable people. Booking of Rooms in a library to undertake activities involving children such as tutoring or social groups must comply with the Council and libraries' safeguarding policies. Additional requirements (ie DBS checks, safeguarding policy) will be discussed with you during the application process, any cost to be borne by the Hirer

2.16. If for any reason you are unhappy with the booking arrangements or the facilities you should speak with the Premises Manager in the first instance, who will attempt to resolve the issues and if unable, they will advise on next steps.

3. Bookings, cancellations and additional charges

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

3.2. In relation to Bookings for birthday parties only at Harefield Village Hall, deposit of £50.00 is required and will be refunded after satisfactory inspection and within 14 days after the Booking.

3.3. The Hirer is responsible for the cost of repair for any damages caused during a Booking and/or the cost of additional cleaning as a result of the Room/Venue being left in an unacceptable state. An invoice for damage will be sent within 14 days of the Booking date. When a Room/Venue is rendered unusable following damage caused, users responsible will be liable for the cost of lost bookings during this period.

3.4. Advance bookings must be paid at least a month in advance.

3.5. No cancellations or changes will be accepted with less than two weeks' notice. Cancellations will subject to the following charges:

- More than one month's notice - a full refund will be issued
- Less than one month's notice – a 30% charge will apply

Bookings cancelled with at least two weeks' notice can be rescheduled once without cancellation charges being applied. Any cancellations or changes to Bookings must be agreed in writing.

3.6 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 or knowingly or falsely makes an incorrect statement in the Booking Form which led to the grant of the Agreement.

3.7 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 Room or Venue, 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, Room or Venue, 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. Indemnity

4.1 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, Library, Room or venue, 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).

4.2 The liability set out in above shall, for the avoidance of doubt, include liability for third parties employed by the Hirer.

4.3 The Hirer shall have public liability insurance of not less than five million pounds sterling (£5,000,000.00) in respect of any one incident, which must be presented before use of the Venue.

4.4 Unless notified by the Council, the Hirer shall be responsible for ensuring any other relevant insurances are in place.

5. Health & Safety

5.1. The Hirer must ensure that their personnel become familiar with the premises fire evacuation procedure and ensure that responsible persons are nominated to take charge when emergency procedures are implemented.

5.2. Fire Doors and exits must be kept clear at all times.

5.3. All electrical equipment brought onto the premises must have been inspected in accordance with the Electricity at Work regulations 1989. A valid portable appliance testing (PAT) certificate must be presented for electrical equipment for sound, lighting or other effects prior their use in the meeting room. Portable devices such as laptops, projectors or mobile phone chargers are exempt from this requirement provided you can assure the Library Manager the chargers are in a good state of repair. PAT requirements applying to any of the electrical devices you intend to use in the Room will be discussed with you during the booking process.

5.4. Activities that involve "naked flames" or other sources of ignition may not be carried out on the Library premises, Room or Venue.

5.5. Smoking (including the use of e-cigarettes) is not permitted in any part of library premises and grounds.

5.6. All accidents, however minor, which occur during the hiring, must be reported to the Library Manager on the next day that the library is open.

5.7. The Hirer is required to adhere to the current public health advice to reduce the spread of respiratory infections, including COVID-19.

5.8. The Hirer is responsible for completing risk assessments for their activities in the room and implementing appropriate control measures, this includes the provision of adequate first aid arrangements. Please note that a copy your risk assessment may be requested at any time.

6. Termination

6.1. The Agreement between the Hirer and the Council shall terminate on the earliest of;

6.1.1. The expiry of the period of hire as detailed in the Booking or

6.1.2. Immediately or such other times as the Council may instruct if the Hirer breaches the terms of this Agreement and its obligation under these terms and conditions.

7. Contracts (Rights of Third Parties Act) 1999

7.1. 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.

8. Freedom of Information

8.1 Under the Freedom of Information Act 2000, the Council may be obliged to provide details of organisations that use our Venues. However, no personal information will be provided.

9. Data Protection

9.1. The Hirer is responsible for ensuring they comply with the provisions of the Data Protection Act 2018 and UK GDPR.

9.2 The Council may need to disclose personal information, when requested to do so by the appropriate authority (such as crime enforcement agencies and for legal purposes), under Data Protection legislation.

10. Governing Law and Jurisdiction

10.1. It is agreed that the Court of England and Wales shall have exclusive jurisdiction in relation to these terms and conditions.



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Booking Form

The booking form and the terms and conditions together constitute a legally binding contract between the Council and the Hirer (as set out on the booking form).

Please read the section at the end of this document detailing how your personal data will be used and collected before submitting this form.

<i>Name</i>			
<i>Address of hirer</i>			
<i>Telephone Number</i>			
<i>Email</i>			
<i>Organisation Name Invoicing address (if different from above):</i>			
<i>Nature of booking</i>			
<i>Licensing Required</i>		<i>Do you intend to play music?</i>	
<i>Numbers expected</i>			
<i>Dates and times</i>			
<i>Meeting Room/Venue Name</i>			
<i>Risk Assessment completed (a copy might be requested at any time)</i>			

I consent to Hillingdon council processing my personal data and agree to observe the terms and conditions for the hire of library premises:

<i>Print Name</i>	
<i>Signed</i>	
<i>Date</i>	

Hiring library premises and your personal data

Why do we want this information?

The information you provide to us today is used to process and manage your hire/booking of the library premises rooms or venues.

What will we do with this information?

We will use this information to keep in touch with you regarding your hire of the library premises. We may also contact you to let you know if there are any changes to service delivery that may affect you.

Holding and processing the above data is a requirement for the hire of library premises and you will be asked to agree to this during the application process.

When you complete and sign this form, we will transfer this information to an online database. Completed application forms will be shredded no later than four weeks after you register.

The information will be kept as long as you hire the library premises on a regular basis. You are considered a regular hirer if your booking take place on a recurrent basis (ie. weekly, monthly, quarterly or every six months).

Your personal details will be deleted 12 months after the date of your last booking, provided that there are no outstanding charges or unresolved issues.

We do not pass any of your personal information on to any parties.

Viewing, changing your information

You can request information about what details we hold regarding your bookings.

If any details change, please let us know and so that we can update these for you.

Please speak to the premises manager if you wish to view, change or withdraw your contact information.

You can withdraw your consent to the London Borough of Hillingdon Library Service processing your personal data at any time, but please be aware that you will not be able to hire the library premises as a result.

In addition to the above, you can find further details about how Hillingdon Library Service uses your data, please ask a member of staff to provide you with a copy of our privacy notice.