



Central Bedfordshire Libraries

# **Conditions of Hire of Library Rooms**

**December 2016**

**These conditions apply to the following rooms**

Biggleswade Library

- Ivel Room

Dunstable Library

- Meeting Room

Flitwick Library

- Lecture Hall
- Activities Room

Houghton Regis Library

- Meeting Room

Leighton Buzzard Centre

- Library Classrooms
- Library Activities Room
- Theatre Meeting Room
- Theatre Lounge Bar

Potton Library

- Meeting Room

Sandy Library

- Meeting Room

Shefford Library

- Meeting Room

and to the use of space in the main library areas in these and other libraries where available.

**Declaration**

**I agree to the above Terms and Conditions relating to the hire of**

.....  
Library name and room

<b>Signed:</b>	
<b>Printed Name:</b>	
<b>Position:</b>	
<b>Authorised to sign on behalf of:</b>	
<b>Date:</b>	

## **Damage and Loss**

- 32.** If you, or any of your employees or agents, cause any damage to the Library building or any fixtures, fittings, furniture or equipment within it, by being negligent, by failing to take proper care, or by breaking the law, you must pay for the damage. You undertake to accept our decision about who is responsible for any damage and how much it costs to put right as final and conclusive.
- 33.** You promise to compensate us for any loss and costs that we may sustain by being unable to use the Library or any part of it during the time it takes to make good any loss or damage caused.
- 34.** We will not be responsible under any circumstances if during the hire, or as a result of it, you lose any equipment, valuables or revenues or sustain damage to them
- 35.** You must obtain Public Liability Insurance to cover your activity. You must satisfy us that such insurance is in force at the time your booking takes place. Our own Public Liability Insurance will not cover claims arising from your negligence.

## **Advertising of Events and Flyposting**

- 36.** You must only place posters advertising your activity where you have clear permission to display them. There are various laws restricting where you can place advertisements.

## **General Note**

In these conditions of hire:

- The words “we” “us” and “our” refer to Central Bedfordshire Council and its staff or agents;
- The word “you” refers to any person, or organisation hiring library premises owned or managed by Central Bedfordshire Council;
- “The Library” means any public library premises which Central Bedfordshire Council owns or manages
- “The Manager” means the Library Manager or Leighton Buzzard Centre Manager or their representatives.

## **Applications for Use**

- 1.** If you wish to apply to use the Library, you must complete and sign our official application form which can be obtained from the Library
- 2.** When we receive your signed application form, we will either write to you to confirm your booking, or issue an invoice.
- 3.** Until we have confirmed the booking in one of these ways, you may not make any advertisements or public announcements of events to take place at the Library.

We reserve the right to refuse any application or to cancel any letting or to alter the hours, venue, date or conditions of any hire at any time.

4. You must state on the booking form the purpose for which you intend to use the Library. If we find that you have misrepresented the purpose of your booking on the booking form, we will cancel the booking immediately, and we will retain the hire fee.
  5. You must pay the hire fee in advance either when you make the booking or when you receive our invoice. In exceptional circumstances, the Manager may agree to allow you to pay a deposit of 10% and the balance of the fees after the hiring has taken place.
- we agree to it beforehand and you have obtained appropriate copyright permissions.
  26. You may not sell alcohol in the Library.
  27. You must not interfere with books or any other Library stock or equipment.
  28. At the end of the period of hire, you must leave the premises in a clean and orderly state to our satisfaction. If you fail to do this, we may refuse to let you book the library again.

#### **Cancellations**

6. We reserve the right to cancel any booking at any time. We will do our best to give you notice if we have to cancel the booking, but this may not always be possible. If we cancel your booking we will refund any hire charges you have paid but we will not be liable to pay you any compensation for the cancellation.
7. If you cancel the booking we reserve the right to charge a minimum booking fee. If you cancel any booking you must confirm the cancellation in writing.

#### **Copyright and Licences**

29. You may not use the Library for any performance of copyright works (including recorded music) unless you obtain the permission of the copyright holder beforehand.
30. You may not use the Library for any recording (including video recording) of copyright works unless you obtain permission of the copyright holder beforehand.
31. It is your responsibility to obtain the appropriate licences or permissions for performing or recording of copyright works. You promise to pay for any claim or any other liability for breach of copyright that occurs in the course of your booking.

18. You must not bring any furniture, equipment, food or other items into the Library without our permission. Any electrical equipment you bring into the building must have a current Portable Appliance Testing (PAT) certificate.
19. smoking or vaping in the building is prohibited.
20. You may not sell goods, articles, food, drink or other items unless we agree to this in writing beforehand.
21. You must not exhibit on the premises any petitions, bills, posters or advertising matter of any description except with our permission.
22. You may not arrange for the delivery to the Library of any goods without our permission.
23. You must not use the Library as an address for correspondence.
24. No-one may conduct any collections, games of chance, sweepstakes, lotteries, raffles or gambling unless we agree to it in writing beforehand subject to the provisions of the Gambling Act 2005.  
Commercial gambling will not be permitted.  
Permission for Incidental Lotteries [Raffles] to raise money for charity will normally be granted on written request.
25. No broadcasting, filming, recording, or television coverage or photography may take place unless

**Flitwick Library Lecture Hall and  
Leighton Buzzard Theatre Bar and Meeting room**

<b>Notice of Cancellation</b>	<b>Cancellation Fee</b>
More than 6 months	Deposit only
3-6 months	25% of booking fee
2-3 months	50% of booking fee
1-2 months	75% of booking fee
Less than 1 month	100% of booking fee
If, at the time of cancellation, details of your booking have been published in Leighton Buzzard Theatre's Events brochure.	As above, plus the cost of the entry in the theatre brochure and the cost of producing and distributing cancellation notices and brochure amendments.

**Other Library rooms**

<b>Notice of Cancellation</b>	<b>Cancellation Fee</b>
More than 3 months	Deposit only
2-3 months	25% of booking fee
1-2 months	50% of total cost
More than 1 week but less than 1 month	75% of booking fee
Less than or equal to 1 week	100% of booking fee

## Hire Charges

8. We may revise the scale of charges and booking conditions from time to time. If we revise the charges or conditions after you have made a booking and have not yet paid for it, you will have to pay the revised charges and observe the revised conditions. Charges are reviewed annually, usually in January.

## Use of Facilities

10. You should either be present throughout the period of hire, or nominate another person to be present on your behalf. You, or your nominated person, will be responsible for making sure that the activity for which you have hired the premises takes place in an orderly manner. Before the event takes place, you must write to us to let us know whether you will be present in person and if not, who your nominated person is. The person undertaking this responsibility must make themselves known to the caretaker or member of staff on duty on the day of the booking.
11. You may not sublet any hire period, in full or in part.
12. You must comply with our Health and Safety Policy and conduct your event within all relevant provisions of the Health & Safety at Work Act 1974, associated legislation and codes of practice.

13. You must provide us with copies of Risk Assessments for your activity and satisfy us that appropriate safety measures are in place.
14. Before your event takes place, we will show you the emergency exits and evacuation routes. If it is necessary to evacuate the building you must follow the procedures in our Emergency Action Plan. You are responsible for evacuating the area you have booked and that everyone present has vacated the building. You must make sure everyone present knows where the emergency exits are.
15. The number of people in the room you hire must not be more than the maximum number that the current fire regulations allow, and we will let you know this information when you make your booking
16. You will not be able to gain access to the library before the agreed time of entry. You must clear the library of people and equipment before the agreed expiry time of the booking. We will make an additional charge if you exceed the booking period. If a booking exceeds the agreed expiry time, the caretaker on duty has the right to clear the building.

## General

17. You must use only the area or room you have requested on the booking form. You are not allowed to enter and use the other parts of the Library.