

Fleckney Community Library

Room Booking and Hire Agreement

Terms and Conditions

1. Definitions:
 - a. TFOFL – The Friends of Fleckney Library CIO
 - b. The Hirer – the person or organisation as set out in the Room Booking Form and Hire Agreement.
 - c. The Premises – the premises as set out in the Room Booking Form and Hire Agreement.
2. The Hirer must comply with all terms and conditions as set out in this document and the Room Booking Form and Hire Agreement and any other reasonable requirements requested by TFOFL trustees.
3. This Room Hire Agreement is personal to the Hirer and cannot be transferred.
4. The Hirer (or contact specified on Room Booking Form) must be aged 18 or over.
5. For one off hire, full payment for the Hire is payable at the time of booking and the booking will not be confirmed until payment is received.
6. For regular hire, payment is due quarterly in advance. One booking form may cover up to 12 months of bookings.
7. Hire fees will be reviewed annually and TFOFL reserve the right to change the fees for regular hire, from the next due payment.
8. Cancellation. There will be no re-fund of payment if less than 7 days notice is given for the cancellation of the booking and hire agreement.
9. Food and Drink
 - a. The Hirer shall not allow food or drink to be consumed within the Premises without the prior agreement of a nominated TFOFL Trustee.
 - b. The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.
 - c. 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.
 - d. No alcoholic drinks may be sold on the Premises, unless the Hirer has obtained a valid TENS license from the relevant authority. They may only be brought into the Premises with the prior approval of a nominated TFOFL Trustee.
10. 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 TFOFL against the consequences of the Hirer's failure to do so.
11. The Hirer shall ensure that the only animals brought onto the Premises are disability assistance dogs.
12. During any out of library hours hire, no public entry is permitted. The Hirer must ensure the Premises is kept secure at all times and not left unattended. Upon vacating the Premises, all doors/windows must be locked and alarms set (by the TFOFL key holder). If the event finishes before the end of the hire time, the Hirer must notify the TFOFL key holder and must not leave the premises until the TFOFL key holder has arrived to secure the Premises.
13. If the Hirer is provided with key(s) to the Premises, then it is the Hirer's responsibility to keep them safe and secure. Should they be lost or mislaid, the Hirer MUST notify TFOFL immediately. In the event of key(s) being lost, the Hirer will have to pay for changing of ALL relevant locks the key(s) accessed. All keys provided to the Hirer must be signed for.
14. Any accident or injury must be recorded in the Accident Reporting Book and notified to a nominated TFOFL trustee within 24hrs.

15. The Hirer may only use the Premises for the purpose stated on the Room Booking Form and Hire Agreement. The Hirer shall not use the Premises for any illegal activity.
16. If goods shall be sold on the Premises during the hiring period the Hirer shall comply with fair trading laws and all codes of practice relating to such sale.
17. TFOFL has the right to terminate this Agreement upon any breach by the Hirer, without notice and without refund of the hire fee. In addition, TFOFL may terminate this Agreement if it considers the purpose of hiring to be in conflict with the aims and purposes of TFOFL.
18. The Premises shall not be hired to organisations which the County Community Library Group considers to have racist aims or incite to violence or if they are named on any central government list of banned organisations.
19. TFOFL may cancel any hiring if the Premises are rendered unfit or become unavailable due to unforeseen circumstances and there shall be no liability to the Hirer other than to refund any of the Total Amount Due for the cancelled hiring.
20. 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.
21. The Hirer shall not partake in any activity that may cause nuisance, damage, disturbance, annoyance, inconvenience or interference to the Premises or its users or neighbours.
22. The TFOFL key holder shall have the power to refuse or deny the use of the Premises to any person who, in the opinion of the person in charge of the Premises, is behaving in such a way as to obstruct the service provided at the Premises or who is causing inconvenience to users of the Premises.
23. Parking is available on a first come first served basis. Any vehicles parked on the Premises are parked entirely at the owners risk and no liability is accepted for any damage or theft to the vehicle or its contents.
24. TFOFL shall not be liable for any loss, damage, actions, proceedings, costs, claims and demands by any party of any kind arising out of the hiring and the Hirer shall indemnify TFOFL against all of the aforesaid.
25. Safeguarding. In the event that the Premises is being used by children and/or vulnerable adults, the Hirer shall comply with the safeguarding of children provisions set out in the TFOFL Safeguarding Children Policy and/or the TFOFL Safeguarding Vulnerable Adults Policy and the law and legally based requirements relating to safety of children and vulnerable adults. The Hirer shall be responsible for ensuring that all personnel required to hold a valid DBS check do so and shall produce evidence of such checks if required.
26. The Premises, including kitchen and toilet areas, shall be left in good repair, clean and clear of rubbish, equipment and personal items. The Premises shall be vacated by the end of the hire period. A bond may be required at the time of booking. In the event that the Premises are not left in a satisfactory condition or there is damage to any of the fixtures and fittings, TFOFL will then be entitled to charge the Hirer (or deduct from the bond, if applicable) for the cost of any necessary work that may be required to put the Premises back into its original condition. If the Premises are left in a satisfactory condition the bond will be returned at the end of the hire. Any property left after the end of the hire period will be disposed of at the discretion of TFOFL.
27. Smoking is not allowed anywhere within the Premises, its grounds or car park.
28. Dogs, with the exception of guide dogs supporting a disability, and other animals are not allowed anywhere within the Premises without the express permission of the Trustees.
29. The Hirer is to provide their own contents insurance for any personal belongings brought onto or left on the Premises at any time. TFOFL does not accept liability for any loss or damage to the Hirer's personal belongings whilst on the Premises and they are left entirely at the Hirer's risk.