

GENERAL CONDITIONS OF HIRE

Definitions

The Space. The space within The Library that is being hired

The Library. The building within which The Space being hired is located, in this case **Stowmarket Library**

The Hirer. The individual and / or organisation hiring The Library

Suffolk Libraries. The organisation responsible for The Library and hiring The Space and its representatives.

All applications for the hire of The Space must be made in writing; stating exactly the purpose for which The Space required is to be used. The applications must be sent to **Stowmarket Library Milton Road Stowmarket. IP14 1EX**

1 Application. Suffolk Libraries reserves the right, either before or after acceptance of the letting, to call for further particulars of any booking. Should the further particulars requested not be provided to Suffolk Libraries by The Hirer, Suffolk Libraries reserves the right to terminate the letting pursuant to Clause 18 of these conditions.

2 The Hirer. The Hirer is deemed to be the “responsible person” for **any** damage however it is caused during the period of hire. This includes damage to furniture, fabric, fixtures and fittings. Suffolk Libraries will recharge any costs incurred for repairs direct to The Hirer in addition to the hire charge. Where a deposit has been paid, this will be used to contribute to such costs.

The Hirer is responsible for the behaviour and conduct of all members of their group whilst at The Library until all members of the party have left the premises.

The Hirer is responsible for obtaining any licenses required for an event and must provide the details of these licences to Suffolk Libraries. Suffolk Libraries reserves the right to refuse entrance to The Library to The Hirer and their group should this information not be so lodged.

Where an organisation is promoting the event for which the application is made, that organisation must be named on the form and will be deemed ‘The Hirer’. Additionally, the person signing the application form will also be deemed ‘The Hirer’ but in any event, applications from persons under 18 years of age will not be accepted. Liability of the organisation and the person signing the form shall be joint and several.

3 Lettings at Suffolk Libraries Discretion. Suffolk Libraries shall have absolute discretion as to the letting of The Space.

4 Purpose of User. The Space shall not be used for any purpose other than stated on the form of application unless prior approval in writing of Suffolk Libraries has been obtained.

5 Assigning or Sub-letting. The Hirer shall not assign the right to The Space at the Library or affect any sub-letting.

6 Scale of Charges

- (a) The standard scale of charges for The Space shall be in accordance with the scale laid down by Suffolk Libraries from time to time.
- (b) Where The Hirer books and pays for ten sessions up front, they will receive a 12.5% discount to their hire charge.
- (c) Suffolk Libraries reserve the right at its absolute discretion to vary these charges at any time.
- (d) Suffolk Libraries reserve the right to charge an increased fee in respect of hires taking place on Public Holidays to reflect the additional cost.
- (e) It is The Hirer’s responsibility to clear away from The Space hired any waste at the end of the period of hire and to leave The Space in a clean and tidy condition.
- (f) Suffolk Libraries reserves the right to recharge to The Hirer the cost of any extra time incurred for heavy duty cleaning that is required as a result of their booking.
- (g) For one-off hires, payment is required no less than 28 days before the booking. If payment is not received by such time, Suffolk Libraries reserves the right to cancel the hire, in which case, Suffolk Libraries will notify The Hirer of the cancellation in writing.

- (h) For one off hires the booking is classed as a provisional booking until such time as the full hire charge is received. If another hire request is received for The Space at the same time and the full hire charge has not been paid, Suffolk Libraries will contact the original Hirer to check if they still require the booking. Suffolk Libraries reserves the right to cancel provisional bookings where the Hirer does not pay the fee, despite being reminded.
- (i) Suffolk Libraries may require a deposit to be paid prior to certain types of hire where there is a greater risk of damage being caused or additional cleaning being required (such as parties). The level of deposit will be determined by Suffolk Libraries on a case by case basis. The deposit will be refunded to The Hirer after the booking, minus any costs that are incurred by Suffolk Libraries to repair any damage and carry out any additional cleaning.

7 Cancellation. If The Hirer wishes to cancel a booking, they should do so verbally and confirm in writing by letter or email.

If the cancellation is made 28 days or more before the booking date, The Hirer will be given a full refund of the room hire free.

If the cancellation is made less than 28 days before the booking date, The Hirer will be required to pay a % of the booking fee, based on the below scale:

Notice of cancellation given	% of payment due
28 days or more	No charge
14 – 27 days	25%
7 – 14 days	50%
7 days or less	100%

Notice of cancellation is taken from the date Suffolk Libraries receive verbal notification of the cancellation.

8 Attendants. Where The Space is hired to which the general public are to be admitted, whether or not by payment, The Hirer shall be under a duty during the hiring for maintaining the various exits, good order and generally assuring the proper running of the events for which The space is hired. This shall include the control of moving the persons admitted while entering and leaving the building and to this end The Hirer shall provide adequate responsible adults. The number required will be decided by Suffolk Libraries on a case by case basis. The responsible adults shall be in attendance during the whole time that The Space is occupied by the general public and should have been properly instructed as to their duties by The Hirer.

9 Preservation of Order. The staff and agents of Suffolk Libraries reserve the right to enter The Space at all times and to terminate any hiring at any time if in their opinion the hiring is not being conducted in a proper manner. The staff and agents of Suffolk Libraries reserve the right to refuse admission to, or removal from, The Library any persons without stating any reason for such action.

10 Amplified Music. Amplified music shall be maintained at a level so as not to cause a nuisance either to the occupiers of adjoining residential property or other persons using The Library. Suffolk Libraries reserve to the right to determine what is an acceptable level for amplified music.

Amplified music must be switched off by 11.00pm at the latest.

11 Layout of Rooms. It is The Hirer’s responsibility to arrange furniture within The Space. Suffolk Libraries will make every effort to have the required furniture in The Space before the hirer. Suffolk Libraries staff will assist by giving access to furniture stored elsewhere in the building.

The Hirer must ensure that the proposed arrangements of stalls, stands, decorations, gangways and any other matters relating thereto, are undertaken to the satisfaction of Suffolk Libraries. It shall be a condition of hiring that the decorations shall be of non-flammable materials.

12 General Conditions. All lettings of The Space shall be subject to the following general conditions:

- (a) The Hirer shall not interfere with or alter any lighting or heating equipment, seating, gangways, fixtures and fittings, furnishings or other arrangements at The Library.

- (b) No decorations, plaques, emblems, banners, signs or posters shall be displayed inside or outside The Library without consent from Suffolk Libraries.
- (c) No obstructions of gangways or entrances shall be caused by The Hirer.
- (d) No nails, tacks, drawing pins, hooks, screws or bolts shall be driven into the walls, floors, doors or furniture or any other part of The Library.
- (e) No objects containing flammable gas shall be sold or exhibited or used in connection with any hiring which will in any way unnecessarily increase the risk of fire.
- (f) Suffolk Libraries has approved a “no smoking” policy inside The Library.
- (g) For Health and Safety reasons all kitchen appliances – including kettles, urns and toasters – must only be used in the kitchen. They are not to be used in any other area of The Library except in exceptional circumstances where written agreement from Suffolk Libraries must be obtained.
- (h) The Hirer must factor in any time required to set up and clear away into their hire period. Should The Hirer access the room before the start of their booking time or after the end of their booking time, Suffolk Libraries reserves the right to make a pro-rata charge based on the additional booking time.
- (i) Where a Hirer occupies a room for longer than the time booked, Suffolk Libraries reserves the right to make a pro-rata additional charge based on the applicable room hire charge, rounded up to the nearest additional half hour that the room is occupied. This additional charge will be made as follows:
 - a. One off bookings – the additional amount will be invoiced separately
 - b. Regular hirers – the amount will be added to their next invoice.
- (j) The Hirer is only permitted to bring electrical equipment onto the premises that is covered by a valid Portable Appliance Test.

13 Compliance with Conditions of Licences. The Hirer shall not do anything whereby any of the conditions of any licences which may be held from time to time by Suffolk Libraries covering various uses of The Library shall be infringed. Copies of any such licences will be available for inspection at the Offices of Suffolk Libraries.

14 Damage to Libraries’ and Third Person’s Property.

- (a) The Hirer shall take good care of and shall not cause any damage or permit any damage to be done to The Library or any part thereof, or to any fittings, equipment or other property therein and shall make good and pay for any damage thereto, including damage caused by any act of neglect by himself or any of his servants or agents or any person using The Library by reason of the use of the hired premises by him.
- (b) The term ‘damage’ in this clause shall include the loss of any article or anything belonging to Suffolk Libraries or The Landlord.
- (c) Suffolk Libraries shall be the sole judge of the extent of the damage and their decision upon issue of a certificate of the Library Manager as to the cost of repairing the damage shall be final.
- (d) Suffolk Libraries reserves the right to recharge the cost of repairs of any damage to The Hirer or a third party who caused them.

15 Responsibility for intruder alarm costs incurred by Suffolk Libraries. If The Hirer causes the intruder alarm to be activated, they will be responsible for reimbursing Suffolk Libraries in respect of any resultant callout charges that are incurred.

16 Responsibility for the Loss of the Property of The Hirer. In no circumstances will Suffolk Libraries make good or accept responsibility for the loss, theft, or damage of goods or property (including motor vehicles) of The Hirer or other person left, or brought into The Space or left with any Suffolk Libraries employee and The Hirer shall indemnify Suffolk Libraries against all actions, expenses, claims and demands arising out of, or in any way connected with, any such loss, damage or theft.

17 Compliance with Conditions. Suffolk Libraries reserves the right to terminate any hiring or series of hiring’s in the event of The Hirer committing a breach or failure to observe or perform any of the aforesaid regulations and conditions.

18 Failure of Lighting, Power and Heating. No responsibility will be accepted or compensation paid by Suffolk Libraries in the event of loss or damage being suffered by The Hirer on account of a failure of lighting, power or heating and any other equipment in The Space which is beyond Suffolk Libraries’ control.

19 Reservation of the Right to Terminate or Cancel. Should The Space be required for any purpose in connection with Elections, Suffolk Libraries may cancel the hiring or hiring’s on giving 21-days notice or, should Suffolk Libraries before the function commences

be of the opinion that it is likely to be of an objectionable or undesirable nature, it shall have full power to cancel the hiring. Suffolk Libraries will return any charges paid in respect of hiring but shall not be liable to pay compensation.

20 Clashes with similar groups. Suffolk Libraries has no responsibility to avoid clashes of similar style groups or organisations using The Library.

21 Variation of Conditions. Except as provided by these conditions of letting any variations thereto shall be in writing signed on behalf of Suffolk Libraries by the Library Manager or Communities Lead.

22 Conduct of Hirers. Suffolk Libraries staff have the right to work in a safe environment and are here to help you. Suffolk Libraries will not tolerate violence, physical aggression or verbal abuse towards staff by members of the public. If this happens, Suffolk Libraries reserves the right to take further action against anyone acting inappropriately towards members of its staff.

23 Regular hirers. Regular hirers should sign to confirm their agreement to the terms and conditions at least once every twelve months.