

Terms & Conditions of Hire

All Council premises are non-smoking and non-vaping environments.

The Hirer must be at least 18 years of age and maybe be asked to produce evidence of identity (their Buckinghamshire library membership card is acceptable ID).

The library reserves the right to refuse or cancel any application without stating their reason for doing so. This may include an application that, in the Council's opinion:

1. would or might be likely to cause or lead to a breach or possible breach of the peace, or
2. would or might be likely to cause or lead to a contravention or possible contravention of current criminal legislation or to use of the premises for an unlawful purpose, or
3. would or might be likely to cause or lead to damage to community relations, or to the harmony of the adjacent area, or
4. would or could be considered to be detrimental to the reputation and image of the Council or inappropriate for any other reason.

The Council also reserves the right to impose additional conditions where the nature of an application or other factors in their opinion so demand.

We may make change to these terms from time to time. Please check these terms to ensure you are aware of any changes.

Concessionary groups

The following groups are eligible for the concessionary use charge. They must select the correct concessionary type, and proof may be requested.

- Registered Charities
- Community interest companies
- Not for profit community organisations
- Buckinghamshire Council services
- NHS/Public Health
- Buckinghamshire Libraries

All other groups will be charged as standard rate.

Rates

Hire rates are reviewed each financial year in accordance with all Buckinghamshire Council's fines and fees. All prices quoted and charged are subject to change from the 1st of April. This is likely to affect bulk bookings across multiple financial years. You may be asked to pay the difference between fees.

Payment

Customers will be required to pay online using a card payment. Invoicing to be paid by BACS transfer will be done by exception for bulk bookings of 3 months or more, and payment will be expected before the booking date.

Booking requests made with less than 3 days' notice (except for Aylesbury and High Wycombe libraries) from the hire date must be done with the support of a staff member on the phone or in the branch, and in advance.

Discount

For 10 or more consecutive bookings placed at the same time a discount of 10% of the usual hire fee will be granted. Same payment terms are applied.

Out of hours

Some libraries can accept bookings outside of core opening hours. This hire category is considered as 'out of hours'. The hirer will be responsible for the securing of the premises during and at the end of their hire period.

The hirer must comply with all rules, including terms and conditions in this contract. The hirer must not use other spaces that were not contracted. Exceptions may apply for each venue.

All hirers who book rooms within unstaffed Library Flex times will be required to be library members and must complete a Flex induction session for the relevant library location that they would like to hire, prior to the date of their booking.

All hirers and their attendees must adhere to the general Terms and Conditions of Library Flex for the duration of their booking.

The hirer of the room will be responsible for all users who attend their activity/event. Including being responsible for their entry to the premises, managing their safety in the event of an emergency such as a fire evacuation and ensuring that all participants have left the premises at the end of their booking.

If any actions by any participants result in any damage to the premises or emergency call outs that result in a cost, these will be charged to the hirer in full.

Hirers will be contacted prior to their booking to inform them of the relevant codes/arrangement for access to the rooms hired. These are only to be used during the paid for period by the hirer and are not to be shared. Any unauthorised use of the rooms outside of the

paid for period will be charged, Flex access will be withdrawn and subsequent bookings will not be accepted.

Hirers are responsible for booking all relevant equipment (for example interactive touchscreens) that they require as part of their booking, and if applicable paying the relevant fee. Any unauthorised use of equipment will be charged.

If the booking involves children or vulnerable adults, the hirer is responsible for ensuring appropriate safeguarding measures are in place, including DBS checks where required.

Cancellation

After acceptance by Buckinghamshire Libraries of any booking or block booking, the hirer must provide 4 weeks written notice to cancel any date(s) within that booking. Any cancellation or non-use of the hired facility, without the required 4 weeks' notice, will incur 50% of the hire cost. Cancellations with less than 7 days' notice will be charged in full.

Buckinghamshire Libraries also reserves the right to terminate a booking with reasonable notice, normally no less than 21 days, unless in cases of emergency such as: industrial action, failure of electricity/gas/water supply and any circumstances beyond the control of Buckinghamshire Libraries.

Buckinghamshire Libraries and the Council accept no responsibility for loss or damage to any goods, material, clothing etc. brought into or left on the premises or within the curtilage of the site.

Insurance Policy

The Hirer will be included in the public liability insurance policy, arranged by Buckinghamshire Council, for third party claims which may lay against the Hirer or his/her organisation whilst using the Buckinghamshire Libraries premises.

The cost of this insurance (10% of the hire fee) will be added to the invoice(s) for a booking. If the Hirer holds their own appropriate insurances for third party claims which will be valid for the booking(s) and is for the required sum, then this must be indicated on the booking form and a copy sent to Buckinghamshire Libraries at least 21 days prior to commencement of the booking.

Buckinghamshire Libraries reserves the right to charge for the Council's insurance policy if the copy is not provided or the Hirer's policy is not deemed appropriate. Buckinghamshire Libraries is insured against any claims arising out of its own negligence.

The Hirer is responsible for:

1. Completing a booking form online via LemonBooking or in the branch.
2. Paying approved bookings in full within 3 days (except if paying by bank transfer) or the booking will be terminated. Payments must be made prior use of facilities.
3. Ensuring the requested booking time includes a reasonable allowance for preparation and set up and for clearing away at the beginning and end of session. If the Hirer does not include this, Buckinghamshire Libraries reserves the right to subsequently add such time on to a booking and charge accordingly.
4. The administration, organisation and running of any meetings within room/s hired. N.B. No meeting/event may start until the Hirer is present.
5. Obtaining any necessary licences in connection with the booking and confirming that these are held (e.g. for the consumption of alcohol, Disclosure and Barring Service regulations).
6. Supervising and controlling of all visitors attending their meeting/event, ensuring that they do not cause any nuisance or disturbance. A breach of this condition will result in the termination of the booking.
7. Leaving all premises and facilities in a clean and tidy condition.
8. Indemnifying Buckinghamshire Libraries for the cost of repair of any damage done to any part of the property or its contents as a result of the booking.
9. Permitting the Police/personnel of the other emergency services/Council personnel or other persons authorised by the Council (e.g. Council contractors) to enter the meeting room at any time.
10. Ensuring no sub-letting or use the premises for any unlawful purpose or in any unlawful way, or do anything to bring on to the premises anything which may endanger the premises, their users, or in any way invalidate insurance policies. This includes, but is not limited to, ensuring that electrical equipment used on Council premises has been safety checked by a competent person.