

## **Terms & Conditions, Belsize Community Library, updated 3 Sept. 2019**

The use of facilities at Belsize Community Library here referred to as 'the Library, or 'Organisation' is permitted only upon the following conditions.

### The Booking Process

- By signing and submitting the Booking Form you, the applicant, agree to adhere to the terms and conditions detailed below. If you have any questions relating to these terms and conditions, please contact us.
- The Booking Form details times, dates and costs of room hire, as well as contact details of the applicant. Failure to supply the correct details may result in loss of room hire and/or overcharging. Incorrect details identified by the applicant or Organisation may result in the Organisation issuing a revised contract, at which point the old contract is considered void.
- Once the Booking Form has been signed and returned, a Booking Confirmation will be sent. Until the Booking Confirmation has been issued and the full balance has been paid, no booking is confirmed. The applicant must produce the Booking Confirmation when they/their organisation arrive to use the Library.

### The Cancellation Procedure

To cancel a room booking, please do so via e-mail or in writing to reach the Administrator 7 days before the booked date, unless otherwise negotiated. Cancellations received within 7 days of the booking, or 'no-shows' (for whatever reason) will be liable for the full amount.

### General Terms & Conditions

1. Enquiries and bookings should be made to the Administrator at Belsize Community Library (contact details below).
2. The person completing the Booking Form is 'the hirer' and will be responsible for the observance of conditions.
3. The Library premises are not licensed for gaming for the purpose of Section 13 of the Finance Act 1966.
4. Under no circumstances shall there be any consumption or sale of alcohol on the Library premises.
5. Under no circumstances shall the Organisation tolerate aggressive, racist, sexist or any derogatory behaviour or statements within the Library. If such circumstances arise, this will lead to immediate exclusion from the Library and any future bookings will be subject to cancellation.
6. The Organisation operates a strict no smoking policy, in line with Public Health Act 2006, No. 3368.
7. The Library reserves the right to refuse permission for use of the premises without giving a reason. The Library reserves the right to cancel any permission to use at any time for any reason the Library shall deem necessary if it requires the premises for another purpose, or activities are perceived to be in conflict with our aims, or any damage has been caused to the premises, or there has been any breach of the law or terms and conditions, or we believe hirers are engaged in unacceptable behaviour. No compensation shall be paid to the hirer or any other person for cancellation. Any fees paid will normally be returned unless the cancellation is due to damage.
8. The Library cannot be held liable for any accident or injury to persons using

the Library's premises, or third parties involved, in accordance with this booking policy. Insurance is the responsibility of the hirer making this booking. Hirers are required to make their own insurance arrangements and must keep in place the necessary insurances and upon request of the Library provide proof that these insurances are in place as necessary. The hirer must agree to indemnify and keep indemnified the Library and the London Borough of Camden (the Council) from and against all loss, damage, costs, claims, demands, expenses or charges which the Council might sustain or incur in respect of any matters arising out of the use of the accommodation and the condition relating thereto, and to pay to the Library on demand such sums as may be payable by reason of this indemnity.

9. Right of access to all parts of the Library premises at all times is reserved to the Library staff or other persons authorised by Belsize Community Library. The Administrator, Caretaker or any other named officer is the authorised representative of the Library and s/he is empowered to enforce the conditions of hire and to refuse entry, or require persons to leave the premises.
10. No alterations may be made to the Library with regard to electrical installations, building structure or furnishings or any other changes without permission, and any alterations must be to the satisfaction of the Director of the Organisation. Rooms must be left as they are found: including in a clean, tidy state, doors shut and lights off.
11. Hirers will confine the numbers and type of persons present during the hiring to those specified in the agreement. In particular, hirers will neither use nor move any equipment or furniture not specified in the agreement. Hirers will use only those parts of the premises and facilities specified in the agreement. Hirers will be responsible for the supervision and behaviour of those onsite and for ensuring that activities and persons present do not cause a nuisance. Hirers will notify the Library in writing, addressed to the Development Officer, immediately after the letting of any incident, damage, or other proceeding that occurred during the letting.
12. Hirers are responsible for the setting up and setting down of the library space.
13. Hirers are expected to set up and set down within the booking time frame.
14. The Library has a strict policy regarding time of use, the end time of the booking means the group needs to be physically out of the room at that time. You will be charged extra to the nearest hour if your booking overruns.

## **Extras**

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All bookings are subject to an automatic £20 surcharge (for parties this is £50) if rooms are not left in a clean state, as decided by the Organisation. This is separate from any additional clean-up, damage-related or time-overrun costs as referred to in General Terms & Conditions 10-12.

In addition:

- Hirers must carry insurance for activities within the building.
- For certain bookings, hirer/s will be asked for a full Criminal Records Bureau check. The booking is only legitimate once this paperwork has been received.
- For all Sunday bookings unless otherwise specified, the hirer will take responsibility for all legal requirements associated with the booking,

including users' access to and policing of the building, fire routes and health and safety. A staff member from Belsize Community Library will be on call.

For further information relating to a booking, the terms above or specific room conditions, please contact the Bookings Administrator by email: [roomhire@thewinch.org](mailto:roomhire@thewinch.org).