

# Oxfordshire Libraries

## Library Space / Room Hire

### Conditions of Hire

**February 2024**

#### **1. Use**

##### **1.1 During the hire period, Oxfordshire Libraries will:**

- (a) Ensure the room(s) is safe and fit for the stated purpose of the activity
- (b) Ensure a Risk Assessment is in place where deemed relevant by the library manager
- (c) Identify what OCC equipment is available to the Hirer
- (d) Seek confirmation from the hirer that any of the Hirer's equipment is safe to use
- (e) Enable safe access for the Hirer to the room(s) through the public access routes
- (f) Enable safe access for the Hirer to non-public rooms via non-public routes if applicable
- (g) Give due notice to the Hirer if the room(s) cannot be used due to planned closure
- (h) Seek to contact the hirer as soon as possible if the building is closed due to unexpected evacuation provided Hirer contact details have been made available
- (i) Provide a copy of the library Public Liability Insurance if requested which only applies to room(s) use during opening hours (not Open Plus hours).

##### **1.2 The Hirer acknowledges and agrees that:**

- (a) They will complete a Hire Form ahead of the use of the room(s)
- (b) They have made a site visit with the library manager and deemed the room(s) safe and suitable for the activity
- (c) They will ensure they are adequately insured for the activity in a library room(s) with either demonstrable evidence of Public Liability Insurance or a request to the manager to be covered the Council's Third Party Liability Cover which covers injury but not damage.
- (d) They have the necessary licences in place to ensure no infringement of the Copyright Act 1988 takes place and that they will comply with all aspects of the legislation.
- (e) Their occupation of the room(s) is only a temporary agreement
- (f) Their occupation of the space is dependent upon the library being in receipt of payment for the hire
- (g) They will only access non-public areas with permission from the library manager
- (h) They will maintain the fabric in the room(s) or other library spaces. This includes fixtures, fittings, equipment and furniture. Damage shall be reported. Recompense may be required.
- (i) Will seek permission from the library manager to use their own equipment or resources which may have an impact on the structure of the room(s). Electrical equipment must be PAT tested and in good working order.
- (j) They will ensure that users of the room(s) comply with the Acceptable Use of Libraries Policy
- (k) The use of the room(s) cannot be interpreted as illegal or fostering terrorism or hatred
- (l) They will show library staff their DBS certification if left alone with vulnerable children and adults

## Oxfordshire Libraries Room hire terms and conditions

- (m) They comply with the health & safety requirements and responsibilities as set out for them by the library manager ahead of the event and in relation to the activity, where relevant.
- (n) They will ensure they provide First Aid cover during the use of the room(s) during library non-opening hours
- (o) No person under 18 years old will sign the hire form
- (p) They shall, at the end of the period of hire, leave the space in a clean and orderly state. The Hirer will be responsible for the removal of all rubbish from the venue at the end of the function. Failure to comply will result in an additional charge; we will recoup any costs incurred to bring the room back to its original condition.

### **2. Charges**

- 2.1 The Hirer agrees and undertakes to pay Oxfordshire County Council according to the current charging policy
- 2.2 The Hirer shall pay charges in advance of use and within 14 days of confirmation of the booking

### **3. Cancellation**

- 3.1 Oxfordshire County Council reserves the right to cancel a booking but will endeavour to give notice in non-emergency situations.
- 3.2 Cancellations by the Hirer must be given to the Library Manager as soon as possible and then in writing / email to act as confirmation.
- 3.3 The Hirer can request a partial refund (75% of the original charge will be refunded) if cancelled totally. Alternatively, the library manager can re-issue the charge for further hire in the case of postponement.
- 3.4 Oxfordshire Libraries reserves the right to stop any talks and/or performances or any other aspects of an Activity it deems in its sole discretion to pose a risk, be inappropriate, offensive or against OCC policies; Oxfordshire Libraries decision is final and non-negotiable.

### **4. Review of the Charges**

- 4.1 Hire charges for room(s) are reviewed by Oxfordshire Libraries / OCC on an annual basis and implemented every April. Any agreements made for the next financial year are subject to possible change.

\*Throughout this document the word “library manager” includes staff who are deputising in a managerial role as well as people who are contractually employed by Oxfordshire County Council