

Terms & Conditions for Room Hire of the Hamble Library & Community Meeting Space

1 Definitions

- 1.1 “Council” means the Eastleigh Borough Council and includes its successors in title
- 1.2 “Booking” means for the purpose the room is being booked for
- 1.3 “Hire Agreement” means the online booking form completed by the Hirer together with these terms and conditions
- 1.4 “Hirer” means the individual, company or organisation is named as the Hirer in the Hire Agreement. This booking is personal to the Hirer and may not be transferred or sublet to any other person
- 1.5 “Hire Period” means the agreed length of hire specified on the Hire Agreement
- 1.6 “Hire Charge” means the charge for the Booking which is stated on the Hire Agreement but remains separate from the Catering Charge
- 1.7 “Additional Charges” means charges incurred during or after the Booking including [but not limited to] cleaning charges
- 1.8 “Venue” means the multipurpose floor space and meeting rooms within the Premises
- 1.9 “Premises” Hamble Library located at Hamble Village Memorial Hall, 2 High Street, Hamble-Le-Rice, Southampton, Hampshire, SO31 4JE
- 1.10 “Council Authorised Officer” means Becky Wiseman who can be contacted at becky.wiseman@eastleigh.gov.uk

2 Charges and Cancellation

- 2.1 The Hire Charge will be payable upfront upon booking
- 2.2 Additional Charges will be made if
 - 2.2.1 any cleaning or repair is necessary due to misuse or damage of the room or equipment by the Hirer
 - 2.2.2 Hirer finish later than the Hire Period
 - 2.2.3 Any keys or fobs are lost or broken

- 2.3 Where clause 2.2 applies Additional Charges will be invoiced and evidenced to the Hirer within 7 working days of the Hire Period
- 2.4 The Council reserves the right to refuse any application for the hiring of the Venue if the Event is deemed unsafe in accordance with the Health & Safety Act 1974
- 2.5 The Hirer must give notice of cancellation of a booking by contacting the Council Authorised Officer
- 2.6 Cancellation of the Booking will incur the following charges:
 - 2.6.1 More than 14 days' notice: no charge
 - 2.6.2 Less than 7 days' notice: 100% of the Hire Charge
 - 2.6.3 No notice: 100 % of the Hire Charge
- 2.7 Amendments to the Hire Agreement must be notified in writing to the Council Authorised Officer within 14 working days of the Booking, the Council then reserves the right either to cancel the booking or amend the hire fee as it considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clause 2.6 above
- 2.8 The Council reserves the right to cancel any Booking without notice if, due to circumstances outside their control, the Venue or Premises is unavailable for the Hire Period, in this event, no hiring fees will be due

3 Hirer's Obligation's

- 3.1 To leave the Venue in the same condition as they found it upon arrival
- 3.2 To turn off any equipment after use
- 3.3 Not to use the Venue at any other times other than the hours specified in the Hire Agreement
- 3.4 Not to make any alteration or addition whatsoever to the Venue or Premises
- 3.5 Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Venue or elsewhere in the Premises without the prior written consent of the Council Authorised Officer
- 3.6 Not to do or permit to be done anything, at the Venue or Premises, which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or to occupiers of the Premises
- 3.7 Not to cause or permit to be caused any damage to the Venue or Premises
- 3.8 Not to obstruct the Venue or Premises in any way
- 3.9 Ensure all electrical equipment uses original electrical chargers or show evidence of Portable Appliance Testing within the last 24 months

- 3.10 To be responsible for all safety aspects of the Venue prior to and during the Hire Period
- 3.11 Not to burn any candles or incense within the Venue or Premises
- 3.12 Not to bring any animals, except guide dogs, into the Venue
- 3.13 Not to hang anything from ceilings within the Venue
- 3.14 Unset the alarm system upon entry using the fob
- 3.15 Set the alarm system upon leaving using the fob
- 3.16 Ensure the Premises is locked upon leaving
- 3.17 Return the keys and fob to the key safe, once the building is secured, at the end of the arranged hire.

4 Indemnity and Insurance

- 4.1 The Council is not liable for:
 - 4.1.1 the death of, or injury to the Hirer, its employees, customers or invitees to the Booking; or
 - 4.1.2 Damage to any property of the Hirer or that of the Hirer's employees, customers or invitees to the Booking; or
 - 4.1.3 Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer or the Hirer's employees customers or invitees to the Booking
- 4.2 Nothing in Clause 4.1 shall limit or exclude the Council's liability for:
 - 4.2.1 death or personal injury or damage to property caused by negligence on the part of the Council or its employees or agents; or
 - 4.2.2 Any matter in respect of which it would be unlawful for the Council to exclude or restrict liability
- 4.3 The Hirer agrees to obtain Public Liability Insurance Cover for a minimum of £3 million, unless advised otherwise by a Council Authorised Officer, and must produce evidence of such insurance
- 4.4 Failure to provide proof of insurance cover if required under clause 4.3 by one week of the Booking will lead to cancellation of the Booking and any refund of fees or charges will be at the Council's sole discretion

5 Third Party Rights

- 5.1 A person who is not party to this Hire Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this agreement

6 Data Protection

- 6.1 The Council will only use your personal information to administer your account and to provide the products and services you have requested in accordance with our Privacy Policy which is available at:
<https://www.eastleigh.gov.uk/privacy>

By ticking the online tick-box you agree to the Terms & Conditions for the hire of facilities at Hamble Library & Community Meeting Space on the dates set out on the Hire Agreement