

FRIENDS OF JESMOND LIBRARY
St George's Terrace, Jesmond, Newcastle upon Tyne NE2 2DL
events@jesmondlibrary.org

TERMS AND CONDITIONS OF HIRE

1. All applications for hire of any of the rooms or spaces ("the premises") in the Library should be made on the attached application form, which is to be signed by the person named on the form ("the Hirer"). If more than one person is named as hirer on the form, each person named shall be jointly and severally liable under the hiring.
2. The Hirer must be at least 18 years of age. The Hirer is responsible for the payment of the hire charge and any other fees payable in respect of the hiring and for the observance and performance in all respects of these terms and conditions.
3. Friends of Jesmond Library ("FoJL") reserves the right to decline an application for hire without giving a reason for its decision.
4. Before hiring the premises the Hirer shall ensure that the Hirer is satisfied with the appropriateness of the premises and facilities.
5. Unless otherwise specifically agreed by FoJL, the hire charge and any other fees shall be paid in advance of the date on which the hiring takes place. Unless otherwise specifically agreed by FoJL, the hire charge is non-refundable. Bank details for payment (please quote the Hirer's name) are:

Friends of Jesmond Library
Barclays Bank
Sort Code: 20 – 59 – 61
Account No: 33085392

Cheques should be payable to Friends of Jesmond Library. FoJL reserves the right to refuse to accept payment by cheque.

6. FoJL reserves the right to cancel any hiring without notice, where FoJL considers it necessary for any cause outside its control, or if the Hirer is in substantial breach of any of these terms and conditions. FoJL reserves the right to move the hiring from one part of the Library to another and this shall not amount to cancellation of the hiring or allow the Hirer to cancel.

FoJL or the Hirer may cancel any hiring upon not less than one week's notice in writing to the other. In the event of any hiring being cancelled, whether by FoJL or the Hirer, FoJL shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the hiring.

7. FoJL reserves the right to refuse access to the premises hired if the whole of the hire charge and any other fees have not been paid in accordance with these terms and conditions.
8. The premises shall not be used for any unlawful or immoral purpose or for the sale of alcohol. The Hirer shall follow best practice in relation to safeguarding issues and comply with any safeguarding policy which FoJL may notify to the Hirer. The Hirer shall be responsible for obtaining any licences or permissions required in relation to the use of the premises during the hiring. The premises shall be used only for the purpose stated on the application form.

9. FoJL reserves the right for its representatives to enter the premises being hired and to stop the hiring and/or to refuse access to the premises if the premises are being used in a way other than that permitted under these terms and conditions or if FoJL believes that any breach of law or the provisions of these terms and conditions has occurred, is occurring or is about to occur.
10. Only the premises hired and the toilet facilities in the Library may be used by the Hirer and any persons on the premises at the invitation of the Hirer. The Hirer shall ensure that there shall be no more than the following numbers of people in the relevant part of the Library during the hiring: Catherine Cookson Room: 25; Sid Chaplin Room: 20; main Library room: 100.
11. The Hirer shall be responsible for the safe use of the premises hired and the personal safety of the people using the premises hired during the hiring. This includes strictly following the safety requirements set out in FoJL's Policies for hirers (copy attached)
12. The Hirer shall be responsible for ensuring that good order is maintained in premises hired during the hiring. All users shall comply with all reasonable requests of representatives of FoJL in relation to conduct on the premises.
13. No hiring entitles the Hirer to exclusive use of or to the whole or any part of the Library, including in particular the toilets, which shall be available to everyone using any part of the Library. No relationship of landlord and tenant of the whole or any part of the Library is created by any hiring.
14. There shall be no interference with fixtures and fittings of the premises hired, the toilets or any other part of the Library, and the Hirer shall indemnify FoJL in respect of any loss or damage to buildings, fittings, fixtures, furniture or any other equipment in consequence of the hiring or which would not have occurred if the hiring had not taken place. The amount payable by the Hirer shall be reasonably assessed by the Board of FoJL, whose assessment shall be final.
15. Heating facilities are provided throughout the premises. Failure of the heating shall not be regarded as invalidating the hiring.
16. Crockery is available by arrangement. This may involve an additional charge. Hirers shall provide their own cutlery, tea-towels, hand-towels and table-linen.
17. Smoking is prohibited in all FoJL premises.
18. Any electrical equipment provided by the Hirer shall be compatible with the available power supply and must comply with all applicable safety standards.
19. The Hirer shall not make or permit excessive noise that can be construed as a nuisance or annoyance to neighbouring premises or to other areas within the building if these are in use at the time of the hiring.
20. Unless otherwise specifically agreed, equipment, food and other articles provided by the Hirer shall be brought on to the premises during and not before the hire period and shall be removed by the end of the hire period.
21. The Hirer shall leave the premises, the toilets and the entrances and exits in a clean and tidy condition. FoJL reserves the right to charge the Hirer for the cost of cleaning and tidying,

should FoJL deem this necessary. Lights, heaters and water-heaters shall be turned off. Failure to do so may incur a supplementary charge.

22. The Hirer shall ensure the security of the premises hired at all times by having outer doors attended or locked, and the Hirer is responsible for closing all windows and doors and locking up the premises (including setting the security alarm) when leaving, unless otherwise specifically agreed in advance.
23. There are no telephones available for use by the Hirer. It is expected that the Hirer will have a mobile telephone for use in an emergency.
24. The Hirer must not bring onto the premises any animals (except guide dogs), or noxious or dangerous articles without first obtaining permission from FoJL.
25. The Hirer may not hire out any part of the building to another party.
26. If the Hirer is provided with keys to enable access to the premises or obtains them from Jesmond Pool, the Hirer shall take good care of them and return them to Jesmond Pool or such other person as shall have been specifically agreed with FoJL in advance. The Hirer shall ensure the confidentiality of any codes required for access to the Library or any part of it or the keys.
27. The Hirer shall indemnify FoJL against all actions, proceedings, claims and demands whatsoever which may arise as a result of the hiring.
28. The Hirer (and not FoJL) is responsible for taking out insurance against injury or damage caused to or by the Hirer or anyone using the premises under the hiring, and the Hirer must indemnify FoJL against any claims or demands made in this respect. FoJL will not be liable for any damage, theft or loss to any equipment or personal belongings of the Hirer or any persons using the premises under the hiring. The Hirer must on request provide a copy of the Hirer's current insurance.
29. If any provision of this agreement is held to be invalid or unenforceable the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent.
30. This agreement shall be governed and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the English courts for the determination of disputes arising under this agreement.
31. **The act of proceeding with the hiring will constitute acceptance of these terms and conditions by the Hirer even if the application form is not signed or properly completed.**

APPLICATION TO HIRE LIBRARY PREMISES

FRIENDS OF JESMOND LIBRARY
St George's Terrace, Jesmond, Newcastle upon Tyne NE2 2DL
events@jesmondlibrary.org

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| NAME OF HIRER: | |
| Address: | |
| Contact telephone no: | |
| Email address: | |
| PREMISES REQUIRED : | |
| Hire day(s) and date(s): | |
| Arrival time (including time for preparing for the event): | |
| Departure time (including time for clearing up after the event): | |
| PURPOSE FOR WHICH THE PREMISES ARE REQUIRED: | |
| | |
| DECLARATION: | |
| I/We confirm that I am/we are responsible for obtaining appropriate insurance cover for the event(s) and have obtained any necessary licences and permissions for the event(s). | |
| I/We agree to the terms and conditions of hire as set out in the Terms and Conditions of Hire provided to me/us by FoJL and confirm that I/we have read and understood FOJL's policies for hirers. | |
| NB: By using the premises the Hirer accepts the Terms and Conditions of hire provided by FoJL. | |
| SIGNATURE: | |
| DATE: | |