

## Exhibition and Display Terms & Conditions of Hire

### 1. Application

- a. All applications for exhibition and display space must be made through the website.
- b. All applications must be made at least 10 working days in advance of the hire start date.
- c. The person whose name the application is made in, will be considered to be “the Hirer”. No person under the age of 18 will be accepted as a Hirer.
- d. The booking period means the period of time reserved for the Hirer.

### 2. Hire

- a. The Council may refuse any application for a display or exhibition without giving a reason.
- b. The Hirer shall not use the hired space for any purpose than that stated in the application.

### 3. Acceptance of Booking

- a. The charges payable and Terms and Conditions of the hire must be agreed before a booking will be confirmed.
- b. Any request to change the booking agreed must be made 10 working days before the start of the hire.

***Acceptance Criteria for Exhibitions and Displays. Bookings are determined on:***

- a. Material is displayed on the clear understanding that Swindon Libraries and Information Service do not endorse or recommend any services, events or products displayed in its libraries.

- b. Displays do not interfere with library activities and customer usage of the library facilities.
- c. Libraries will not display material that promotes commercial products, unless it is part of a joint sponsorship agreement with Swindon Borough Council.
- d. Library customers must not be subjected to confrontational campaigning or approached to sign up for memberships, surveys or signing petitions.
- e. The Library Service will not staff exhibitions or take responsibility for publicising or promoting a Hirer's display. Library staff will not accept responsibility for unattended displays.
- f. Petitions are not accepted in Libraries.

***Swindon Libraries and Information Service will not accept displays that:***

- a. Are illegal, inflammatory or offensive in tone.
- b. Seek to promote a particular viewpoint e.g. political, religious or pressure groups of a campaigning nature seeking to exercise political influences.
- c. It is the responsibility of the Hirer to ensure that any display that include raffle tickets has the appropriate licence to sell raffle tickets.

#### **4. Charges and Payment**

- a. Hire charges will be in accordance with the current charges as laid down by the Council. The Council reserves the right to vary the hiring fees at any time, any hires already paid for will not be charged the amended fees. Fees not paid may be subject to the amended charges.
- b. Payment should be made through the online portal, unless agreed otherwise in advance.
- c. Any agreed cash payments must be paid **on arrival** at the hire space at the beginning of the booking period.
- d. Failure to meet payment terms will result in cancellation of the booking.

## **5. Cancellation by the council**

- a. The Council may terminate the booking at any time, up to and including the date of hire; if the Council becomes aware of any fact which would at face value not be in the interest of the Council to proceed with the hiring agreement or which might prejudice the Council's standing and responsibilities as a local authority. The Council shall not be liable for breach of contract or be held liable for any expenditure incurred or loss sustained, directly or indirectly by the Hirer as a result of refusal, cancellation or termination.
- b. The Council also reserves the right to cancel any booking in the event of the Council requiring the space for the purposes of civil emergency or any other event of local or national importance where the use of the premises by the Council is essential and where the need for the Council to have use of the premises was not reasonably foreseeable at the date of acceptance of the booking. In the event of such cancellation as much notice as possible of cancellation will be given by the Council to the Hirer but no minimum period is stipulated. The Council's liability to the hirer will be limited to a full refund of any deposit monies and any other payment made by the Hirer to the Council in respect of the hiring.
- c. In the case of cancellation by the Council arising from the Hirer failing to comply with the Terms and Conditions of hire, no refund will be made.
- d. In the case of cancellation due to lack of heating, water, electricity or WiFi, or library closure due to adverse weather, a full refund of money paid will be due for the period of hire when the facility is not used. Where the hirer chooses to continue with the hire (and it is deemed safe to do so) the full fee will be due.

## **6. Cancellation by the Hirer.**

- a. Confirmed bookings. Once a booking is made and paid for the hirer must give at least 4 weeks' notice to cancel. No refund will be made for any cancellation or non-use of the hired facility, without the required 4 weeks' notice.
- b. Alterations to booking dates may be considered if submitted more than 10 days in advance of the hire start date.

## **7. Refunds**

- a. These will be made to the organisation, club or individual stated in the hire agreement. (We are unable to refund to individuals where the hire agreement is in the name of an organisation or club).

## **8. Booked Period**

- a. The booking period includes any setup and pack away time. The hirer must leave the space by the end of the booking period.
- b. Requests for bookings outside normal staffed hours may be considered on special request. If agreed, these bookings will potentially incur additional charges for security to lock or unlock the building.
- c. The Council will not be responsible for any loss to the hirer due to the facility not being available at the booked start time. The Council's liability to the hirer will be limited to a refund payment made for the unavailable booked period.

## **9. Hirers Responsibilities**

- a. Hirers must comply with Library Rules and Regulations.
- b. Posters and flyers advertising your event/display may only be displayed in the library where advised and displayed in other venues with permission. Posters/flyers should be of a suitable standard.
- c. The Library Service is not responsible for the promotion of your event/display.
- d. Noise levels must be controlled so as not to cause annoyance to library users. Any member of staff working at the library has authority to limit the volume of sound caused by people at the event or hiring.
- e. Playing of music, broadcasting (sound/TV) filming or photography is not permitted without prior written consent from the Council.
- f. If agreed that sound recordings/video/live music can be played in the library, the Hirer has the responsibility of ensuring that the appropriate licences are obtained and fees paid. This must be evidenced before the booking or hire start date. The Hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.
- g. Only assistance animals for the disabled are allowed on the premises. Any exception to this must be agreed with a library supervisor in advance.
- h. The Hirer shall ensure the space is left in a tidy and orderly state and all rubbish taken off-site. Non-compliance of this condition may result in additional cleaning costs of £20 per hour, which will be charged to the hirer. Any clean involving bodily fluids will incur additional charges.

- i. The Hirer will be responsible for any damage that may occur to buildings or fittings during the hire, and shall fully compensate the Council for any damage to the premises or fitments.
- j. The Hirer shall report any dissatisfaction with the booking as soon as possible to Swindon Libraries staff or within two working days of the event or hiring ending to allow the concerns to be investigated.
- k. Exhibitions for the Courtyard gallery at Central Library are accepted under the following condition: the Hirer must agree the method of fixing items to the wall in advance and any damage to the walls must be made good after the event. In practice this normally applies to holes in the wall that may need to be filled and painted over. Central Library can provide the paint and brushes required but the Hirer will be required to purchase adequate filler necessary to make good any damage caused by the hanging of items to the walls.

## **10. Insurance and Risks**

- a. Hirers shall indemnify the Council from and against any claim for damages, costs or expenses which may be made against the Council in respect of personal injury, death or loss of or damage to property sustained by any persons and occurring during or in consequence of the hiring; which may have arisen from any act or omission by the Hirer or persons using any of the library spaces as a result of the hiring.
- b. The Hirer is responsible for insuring their property and equipment against all usual risks.
- c. The council cannot accept responsibility for any property left by the Hirer or attendees, or damaged during the period of hire. Hirers must have suitable insurance to cover any exhibits.
- d. Bookers must have Public Liability Insurance or they will incur a 15% charge on the booking fee to be covered by the Council insurance. Public Liability Insurance is only valid for the rooms or spaces booked during the booked period.
- e. For all activities involving physical activity Hirers must have appropriate qualifications. This must be evidenced before the booking or hire start date. The Hirer shall indemnify the Council against any injuries caused during the hiring.

## **11. Health and Safety**

- a. The Hirer must agree with the health and safety instructions on site.
- b. It is the responsibility of the Hirer to make sure that their display and any associated equipment is safe to use in a public area, including during setup and removal.
- c. The Council reserves the right to halt or terminate the hiring at any stage in an emergency. The Council's liability to the hirer will be limited to a full refund of any payment made by the Hirer to the Council in respect of the hiring.

## **12. Additional Charges**

In addition to the hire charges, further charges may be incurred for:

- a. A booking runs over the time booked.
- b. False activation of any alarms.
- c. Where equipment loaned is not returned or damaged.

## **13. Children/Young People and Vulnerable Adults**

All Swindon Borough Council premises must be safe and welcoming places for children and young people, their parents and carers. The Hirer undertakes to take reasonable precautions to ensure that any children, young people, parents and carers at their event will be kept safe.