

## Terms and conditions for hire of rooms and catering

### 1. General

- a. These terms and conditions will apply to all bookings for room hire and catering services supplied by Explore York Libraries and Archives Mutual Limited ('Explore')
- b. The Hirer is responsible for making sure that all these terms and conditions are followed.
- c. Explore staff are here to help you, and we expect courtesy and respect from you in return.
- d. Explore reserves the right to alter or vary the hiring charges.
- e. Explore reserves the right to refuse a booking

### 2. Applications for hire of facilities and catering

- a. All bookings must be made using the room hire and catering booking form.

Please contact [roombookings@explore.york.org.uk](mailto:roombookings@explore.york.org.uk) for more information.

### 3. Cancellation or reduction of booking

- a. You must notify us of any cancellation or changes to your booking as soon as possible.
- b. We may apply the following refund where you reduce or cancel your booking as follows:
  - i. Room hire
    1. 21 or more clear days before the event – Full refund
    2. 21-7 clear days before the event – 50% refund
    2. 7 clear days before the event – no refund
  - ii. Catering
    1. 7 or more clear working days before the event – Full refund
    2. 1 – 2 clear working days before the event – 50 % refund
    3. Up to 1 clear working day before the event – no refund
- c. Further, where additional costs are specifically incurred owing to the cancellation or reduction, then we may require you to pay them.

### 4. Deposit and payment of invoice

- a. 100% of your room hire is payable on booking for all clients
- b. You must pay any monies outstanding within thirty days of the date of our invoice. Your invoice will also include catering costs and any additional costs incurred on the day e.g. additional tea and coffee or equipment hire.
- c. If you do not pay the outstanding monies by the due date, then you must pay us an additional 5% of the outstanding monies. (This will not limit any

statutory entitlements or court awarded costs or interest to which we may become entitled.)

d. Any amounts stated in these terms and conditions, or in the booking form or on our price lists, will be inclusive of VAT unless otherwise stated.

e. Booking of 4 or more hours are classed as a day hire.

## **5. Compliance with legal requirements**

a. You will be responsible for paying any fees for Performing Rights and must indemnify Explore against any claims made in respect of such rights.

b. Where appropriate, you will familiarise yourself with and comply with the Cinematography Act (1909 and 1952) and with the Regulations made under those Acts.

c. You will ensure that all Library byelaws are followed

## **6. Health and Safety**

a. No persons are permitted to smoke anywhere on our premises, this includes the use of e-cigarettes

b. You must comply with our health and safety requirements (please contact [roombookings@exploreymork.org.uk](mailto:roombookings@exploreymork.org.uk) for copies of our policies and procedures).

c. You must report any health and safety issues to our staff.

d. Accidents must be reported to staff.

e. You must follow our emergency procedures, which are displayed in all rooms.

f. It is your responsibility to ensure that these requirements are brought to the attention of everyone attending your event.

## **7. Indemnity and damages**

a. You will be responsible for any costs whatsoever incurred by us in making good any damage done to the facilities by you or persons attending your event.

b. You will indemnify us against any damages and related costs (including legal costs) we may be obliged to pay to other persons as a result of your use of the facilities.

c. You will arrange and maintain insurance against your obligations in a) and b) above for a minimum of £2m per occurrence

c. Neither party (you or us) shall be responsible to the other for any uncontrollable events (acts of God or government action or restriction) that restrict the performance of their respective obligations under this agreement.

## **8. Use of the facilities**

a. You may not, without our permission:

i. affix any banners, bills or posters to any walls or fabric of the building

ii Display any advertisements or temporary structures inside or outside the library building

iii. drive any bolts, tacks, screws or similar objects in any part of the building

- b. You must, immediately after your event, remove all property that you or any person attending your event brings into the building. We may remove or store any property left behind. We may charge you £20 per day for any such property left on our premises.
- c. We will not be responsible for any damage done to, theft of or removal of your property whilst it is at our premises.
- d. You must leave the facilities you hire, together with the access ways and toilet facilities, in a clean and orderly state.
- e. You must not block any corridors or fire or other exits.
- f. You must not remove or tamper with any fire appliances.
- g. You must not use any additional lights or make extensions from light fittings or use any electrical items without our prior consent, or interfere with any fixtures or fittings in the room
- h. You may not use our facilities to sell any goods or real property by auction.
- i. We have a right of entry at all times to the part of our facilities that you hire.
- j. You must use our catering services for all food and drink consumed at your event, unless we give you permission, in exceptional circumstances, to do otherwise. We may charge a surcharge in such exceptional case.

## **9. Equal Opportunities**

- a. You must follow our Equal Opportunities Policy and use your best efforts to ensure that any person attending your event does so too.
- b. You must follow our Behaviour Policy and use your best efforts to ensure that any person attending your event does so too.

Explore York Libraries and Archives Mutual Limited

Contact us

Phone: 01904 552828

Email: [roombookings@exploreymork.org.uk](mailto:roombookings@exploreymork.org.uk)

Website: [www.exploreymork.org.uk](http://www.exploreymork.org.uk)