

#### 4. CANCELLATION OF HIRING

- a) If in the opinion of the Council, the purpose for which the Meeting Room is to be used is one which is likely to lead to a breach of the Peace, or if by act of God, air raids or warnings thereof, epidemic, fire, flood, public or war calamity, riot or civil commotion, Royal demise, storms, tempest, or other force majeure the Meeting Room shall be closed; or if the Meeting Room is not available for letting in consequence of the withdrawal or suspension of any necessary license, or by reason of repairs, alterations or other work required to be done in the Meeting Room, or by reason of any combination, strike, or lock-out of any workmen or staff which interferes with the working of the Meeting Room or on account of any cause outside the control of the Council; or if the Council consider that the Meeting Room should be closed on the day for which it is hired; or if the Meeting Room shall be required by the Council for any public purpose on the day for which it is hired; then in any of these events or for any other reason whatsoever the Council shall have the absolute right, on giving written notice to the Hirer by registered post or recorded delivery to his last known address, to cancel the hiring of the Meeting Room. In the event of any such cancellation the Hirer may either engage the Meeting Room for some other appropriate occasion, or claim repayment of any deposit or hiring charge he may have paid, provided that the Council shall not be liable for the payment of any allowance or compensation to the Hirer for the cancellation or alteration of the engagement.
- b) The Council shall have the right to cancel any hiring of the Meeting Room in the event of the Hirer committing any act of bankruptcy or (*being a company*) entering into liquidation either compulsorily or voluntarily. In the event of any hiring being so cancelled the Hirer shall forfeit any deposit or hiring charge he may have paid and shall have no claim against the Council for its recovery nor for any loss which may be caused by such cancellation.
- c) In the event of the Hirer failing to observe and perform or failing to cause to be observed and performed all or any of these conditions the Council may, without prejudice to any right of action which they may have against the Hirer, forthwith cancel the hiring of the Meeting Room and thereupon the Hirer shall forfeit to the Council any deposit or hiring charge he may have made and shall have no claim against the Council for any damage or loss he may sustain in consequence of such cancellation.
- d)
  - i. **The Hirer may cancel the hiring for any reason whatsoever without incurring any charges provided written notice is given to the Library Manager at least 14 days before the date of commencement of hire.**
  - ii. **If less than 14 days notice is given a charge of 50% of the Hiring Fee will be levied against the Hirer.**
- e) Under no circumstances will the Council be liable for indirect or consequential loss or damages.

#### 5. CHILD PERFORMERS

The Hirer shall secure that no child shall perform in the Meeting Room except in accordance with the Children's and Young Persons Act - 1963, and any licence required there under shall be obtained by the Hirer and produced to the Library Manager before the first performance.