

# Woollahra Library at Double Bay - Conditions of Hire & Declaration

- valid to 30 June 2019

<b>Fees</b>	<ul style="list-style-type: none"><li>▪ Council requires that hirers pay the applicable fees, in full, upon approval of a booking.</li><li>▪ There are two rates for hirers – Private/Business and Community/Not for Profit. Proof of an organisation's Not for Profit status is required for a booking to be eligible for the Community rate.</li><li>▪ The booking will not be confirmed until full payment and acceptance of our Conditions of Hire is received.</li></ul>
<b>Cancellation Policy</b>	<ul style="list-style-type: none"><li>▪ Changes to bookings can be made free of charge, depending upon availability of alternative dates.</li><li>▪ All hire cancellations will incur a \$30 fee to cover administrative costs.</li><li>▪ All hirers must give 28 days notice to cancel otherwise they are required to pay the hire fees.</li><li>▪ Council will give hirers 3 months notice of any changes to their booking times with the exceptions of maintenance and emergency repairs.</li></ul>
<b>Emergency &amp; Evacuation Procedure</b>	<ul style="list-style-type: none"><li>▪ Hirers are responsible for following council staff and ensuring all guests attending a function as part of their venue hire are evacuated as per the evacuation procedures for the venue.</li><li>▪ Hirers shall notify Council of any incidents which may arise during their hire period and assist in the completion of incident reporting.</li></ul>
<b>Use of the Venue</b>	<ul style="list-style-type: none"><li>▪ By booking a venue on the online booking system or by using the venue you are agreeing with the Conditions listed herein.</li><li>▪ The venue is not available for private social functions or parties.</li><li>▪ The venue is not available for regular weekly recreational activities such as exercise or art classes.</li><li>▪ No regular fortnightly or monthly bookings can be accommodated.</li><li>▪ The same recurring booking can happen no more than 6 times total in a calendar year.</li><li>▪ Bookings can be made weekly, but only for a maximum of 6 consecutive weeks.</li><li>▪ The hirer is to ensure that nothing occurs which is disorderly or unlawful in connection with the use of the venue.</li><li>▪ The hirer is responsible for the behaviour of those in attendance during the hire period.</li><li>▪ It is the hirer's responsibility to obtain any licence, permission, certification or approval from any authority, private person or corporation who, by law, requires such approval.</li><li>▪ All hirers must adhere to the Child Protection (Working with Children) Act 2012 No 51. Working with children clearances should be sought where applicable for child related work.</li><li>▪ A Library staff member will be required for bookings outside of normal library opening hours, which may have an additional cost associated (opening hours are Monday to Friday, 9am-8pm and Saturday and Sunday, 10am-4pm)</li><li>▪ The venue has a no smoking policy.</li><li>▪ No pets or animals are allowed in the venue. Guide dogs are exempt.</li><li>▪ All items of property owned by the hirer must be removed from the venue on/or before the agreed occupancy time.</li><li>▪ Any goods left on the premises after occupancy may be removed and disposed of at the discretion of Council, without compensation to the owner or person responsible.</li><li>▪ The hirer is not permitted to take into, or use, within the venue and grounds: any type of firework or flammable substances, any chemical substance deemed toxic or dangerous or candles or naked flame of any kind.</li><li>▪ No items shall be placed in front of, or obstruct access to the fire exits.</li><li>▪ The hirer should report any broken or damaged equipment, fittings or furniture to Council.</li><li>▪ Children on the premises are to be supervised at all times by a responsible adult. Hirers must ensure that children are not placed at risk upon entering or leaving the property.</li><li>▪ The hirer shall not affix nails, screws, bills, decorations, bunting or draping which in any way defaces the building premises.</li><li>▪ Council must grant written permission for alterations made to fixtures, walls, ceilings or floors.</li><li>▪ The hirer shall abide by all additional conditions of hire relating to each individual room as outlined below.</li></ul>
<b>Event Space</b>	<ul style="list-style-type: none"><li>▪ Maximum capacity up to 100 people seating.</li><li>▪ The room can be partitioned into 2 smaller rooms, each seating up to 50 people.</li><li>▪ Available for hire: Monday to Friday, 9am-8pm and Saturday and Sunday, 10am-4pm.</li><li>▪ Chairs must be stacked neatly against the wall after use.</li></ul>
<b>Tech Room</b>	<ul style="list-style-type: none"><li>▪ Maximum capacity 13 people.</li><li>▪ Available for hire: Monday to Friday, 9am-8pm and Saturday and Sunday, 10am-4pm.</li><li>▪ This space cannot be booked by individuals for private work.</li></ul>
<b>Study Rooms</b>	<ul style="list-style-type: none"><li>▪ Three group study rooms are located on level three, available during library opening hours.</li><li>▪ Maximum capacity 8 people.</li><li>▪ These rooms can be booked by 2 or more people for up to two hours per day per group.</li><li>▪ Study rooms are free to book and can be done so via the online booking system, up to one week in advance.</li></ul>
<b>Cleaning and Waste Management</b>	<ul style="list-style-type: none"><li>▪ The venue and facilities must be left in a clean and tidy condition by the hirer, prior to vacating the premises.</li><li>▪ The hire is responsible for set up/pack up and restoring of each space to its original condition before leaving.</li></ul>

	<ul style="list-style-type: none"> <li>▪ Council reserves the right to determine the cost of any extra cleaning, above and outside that which is normally expected following normal usage of the venue and pass this on to the hirer.</li> </ul>
<b>Liquor license &amp; Serving of Liquor</b>	<ul style="list-style-type: none"> <li>▪ Liquor can be consumed on the premises. The hirer must supply their own liquor and ensure that: <ul style="list-style-type: none"> <li>▪ No red wine is served</li> <li>▪ No person under the age of 18 years shall be served with alcoholic substances or allowed to consume alcoholic substances.</li> </ul> </li> <li>▪ No liquor is to be consumed outside the premises.</li> <li>▪ The hirer or hirers of the premises shall be responsible for the good conduct of those attending the function.</li> </ul>
<b>Liquor license &amp; Serving of Liquor (continued)</b>	
<b>Observance of venue Hire Period</b>	<ul style="list-style-type: none"> <li>▪ Observation of the allocated booking time is important, to avoid clashes between the various hirers who use the premises.</li> <li>▪ Set up and pack up must be included in the specified hire time.</li> <li>▪ The venue must be vacated on or before the agreed finish time.</li> <li>▪ The hirer is only allowed to enter the venue during the agreed time.</li> <li>▪ Council reserves the right to pass on any charges directly relating to the booking.</li> </ul>
<b>Noise Management</b>	<ul style="list-style-type: none"> <li>▪ The Event must not give rise to offensive noise under the Protection of the Environment Operations Act 1997.</li> <li>▪ Any equipment that is to be used must conform to the Department of Environment and Climate Change Guidelines and not create a nuisance to the amenity of the neighbours.</li> </ul>
<b>Damages and Repairs</b>	<ul style="list-style-type: none"> <li>▪ The hirer will be responsible for any expense in connection with repairs, security, and improper use of equipment, or extra cleaning which may become necessary as a consequence of the booking.</li> <li>▪ Council reserves the right to determine the cost of any damages above and outside that which is normally expected following normal usage of the venue and to bill the hirer for additional costs.</li> <li>▪ Council reserves the right to retain all or part of the deposit to meet such costs if necessary, or to bill the hirer for additional costs.</li> </ul>
<b>Insurance</b>	<ul style="list-style-type: none"> <li>▪ Incorporated bodies, associations of any kind, profit making/commercial activities or hirers conducting more than twelve (12) sessions per year must have a \$10 million public liability insurance policy noted. The insurance must cover the hirer at the venue being hired.</li> <li>▪ A copy of their Certificate of Currency will be held on Council files.</li> <li>▪ The hirer must have personal insurance for any items brought into the venue.</li> <li>▪ Council shall not be responsible for any loss or damage to any property belonging to either the hirer or any person in the facility at the invitation of the hirer.</li> </ul>
<b>Breach Of Agreement</b>	<ul style="list-style-type: none"> <li>▪ Council reserves the right at its sole discretion not to approve any application or to cancel the agreement at any time for any breach of policy or procedure.</li> <li>▪ Failure to comply with the requirements set out in this policy will be regarded as a breach of agreement, giving Council the right to sue for the recovery of any amount due and / or to cancel of all or any such future booking.</li> </ul>



# Venue Hire Declaration

This declaration confirms that you, the applicant:

- have read and understand the conditions of hire
- have read and understand the emergency procedures, including your responsibilities in the event of an emergency evacuation at this venue
- accept that all these conditions must be complied with on the day(s) of the activities.

You indemnify Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- Loss of, loss of use of, or damage to property of Council; or
- Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property; resulting from or by reason of anything done or omitted to be done by You arising out of your activities undertaken at or near Council's facility.

Your liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or loss.