

# Woollahra Libraries - Conditions of Hire & Declaration

## Fees

- Bookings are made using an online booking system. Library membership is required to use this system.
- Woollahra Libraries requires that hirers pay the applicable fees in full upon approval of a booking.
- 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.
- Political parties/groups and Members of Parliament who hire the facilities will be charged the Private/Business rate.
- The booking will not be confirmed until full payment and acceptance of the Conditions of Hire is received.
- Please allow 2-3 working days for confirmation of your booking.

## Cancellation Policy

- All hirers must give 28 days' notice to cancel otherwise they are required to pay the hire fees.
- Changes to bookings can be made free of charge with at least 14 days' notice, depending upon availability of alternative dates.
- Woollahra Libraries will give hirers 3 months' notice of any changes to their booking times with the exceptions of maintenance, emergency repairs, and unforeseen closures or incidents.

## Emergency & Evacuation Procedure

- The Hirer should familiarise themselves on arrival with the emergency evacuation plan and assembly points, which are clearly displayed inside all library venues.
- Hirers are required to follow Library staff and emergency warden instructions and ensure all guests attending a function are evacuated as per the evacuation procedures for the venue.
- Hirers shall notify Council of any incidents which may arise during their hire period and assist in the completion of incident reporting.

## Use of the Venue

- By booking a venue you are agreeing with the Conditions listed herein.
- The venue is not available for private social functions or parties.
- An individual or organisation can book paid spaces (Event Spaces, Tech Room) no more than 6 times in total per calendar year.
- The hirer is to ensure that nothing occurs which is disorderly or unlawful in connection with the use of the venue.
- The hirer is responsible for the behaviour of those in attendance during the hire period.
- 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.
- All hirers must adhere to the Child Protection (Working with Children) Act 2012 No 51. Working with children clearances should be provided where applicable for child related work.
- The hirer must notify Woollahra Libraries of any child safety incident that may have occurred and cooperate with the Council for any complaints and investigations relating to such incident.
- The venue has a no smoking policy.
- No pets or animals are allowed in the venue. Guide dogs and Assistance dogs are exempt.
- All items of property owned by the hirer must be removed from the venue on or before the end of the agreed occupancy time.
- Any goods left on the premises after occupancy may be removed and disposed of at the discretion of Woollahra Libraries, without compensation to the owner or person responsible.
- 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.
- No items shall be placed in front of, or obstruct access to the fire exits.
- The hirer should report any broken or damaged equipment, fittings or furniture to Woollahra Libraries.
- 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.
- The hirer shall not affix nails, screws, bills, decorations, bunting or draping which in any way defaces the building premises.

## Event Space

- Maximum capacity up to 100 people seating when using Event Space A + Event Space B combined.
- The room can be partitioned into 2 smaller rooms, seating up to 40 people in Event Space A and 50 people in Event Space B.
- Available for hire: Monday to Friday, 9am-8pm and Saturday and Sunday, 10am-4pm.
- Bookings outside of normal library opening hours are by negotiation. A Library staff member will be required and additional costs are associated.
- Booking times must include time for set up and pack down with assistance from Library staff (recommended minimum half an hour each side when booking Event Space A or B, one hour each side when booking A + B)
- Furniture must be moved back to its original position after use.
- Use of the Kitchen must be arranged with Library staff at the time of booking.

<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> </ul>
<b>Group Study Rooms</b>	<ul style="list-style-type: none"> <li>Three Study Rooms are located on Level 3 at Woollahra Library at Double Bay, available during library opening hours.</li> <li>Study Rooms at Woollahra Library at Double Bay can be booked by up to 8 people for up to two hours per day per groups (Room 1: 1-8 people, Room 2: 1-8 people, Room 3: 1-8 people).</li> <li>Group Study Rooms are free to book and can be done so via the online booking system, up to one week in advance.</li> <li>Bookings will be cancelled if you fail to turn up within 15 minutes of your allocated start time.</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 hirer is responsible for set up/pack up and restoring of each space to its original condition before leaving.</li> <li>Woollahra Libraries 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 and Serving of alcohol</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:</li> <li>No red wine is served.</li> <li>The server(s) of alcohol must hold a current Responsible Service of Alcohol (RSA) certificate.</li> <li>No person under the age of 18 years shall be served with alcoholic substances or allowed to consume alcoholic substances.</li> <li>No liquor is to be consumed outside the premises.</li> <li>No liquor is to be sold on 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>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, otherwise additional fees may be applied.</li> <li>Woollahra Libraries 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>Woollahra Libraries 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>Any breakages of or damage to Library property must be paid for.</li> </ul>
<b>Insurance</b>	<ul style="list-style-type: none"> <li>Sporting bodies, clubs, associations, corporations or incorporated bodies and hirers who are hiring for commercial or profit making purposes must provide \$20 million public liability certificate of currency. The insurance must cover the hirer at the venue being hired and the insured party name on the Certificate of Currency must be identical to the name on this declaration.</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>Woollahra Libraries 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.
- 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.