

Terms and Conditions of Hire

Shepparton Library Multi Purpose Meeting Room

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1 GENERAL CONDITIONS OF HIRE

- 1.1. Goulburn Valley Libraries will assess all applications and respond to the Hirer within fourteen days from the receipt of the completed application form.
- 1.2. No tentative bookings will be accepted.
- 1.3. The *Shepparton Library Multi-Purpose Meeting Room* will only be hired to applicants that are at least 21 years old, unless otherwise approved by the Shepparton Library Manager. Proof of age may be requested.
- 1.4. The Hirer must only use the facility for the purposes stated in the *Application for Hire Form*.
- 1.5. Bookings on behalf of a third party will not be accepted.
- 1.6. The Hirer must acknowledge that use of the facility is at the Hirer's own risk.
- 1.7. Goulburn Valley Libraries reserves the right to refuse any booking and to cancel a booking already made for whatever reason ie: decides such cancellation is desirable in the public interest. With such cancellations Goulburn Valley Libraries will refund the Hirer any monies paid. Goulburn Valley Libraries will not be liable for any loss, injury or damage or otherwise in consequence of the exercise of any right stated under this agreement, including the right of cancellation.
- 1.8. The Hirer must make a commitment to ensure there is no vilification, discrimination or incitement of hatred or violence against any person or persons based on age, gender, religion, race, ethnicity, culture, sexuality, sexual preference or physical or mental ability by any speaker at an event or booking. If the Hirer breaches this condition then the Hirer will be precluded from any future hiring of the *Shepparton Library Multi-Purpose Meeting Room*.
- 1.9. All doors are to be locked at the end of the hire period. All lights and kitchen equipment must be turned off.

2. START AND FINISH TIMES

- 2.1. The *Shepparton Library Multi-Purpose Meeting Room* is available for hire throughout the year as follows:
- 2.2. During normal staffed opening hours.
- 2.3. A (1) one hour minimum hire applies.
- 2.4. Hirers must also include set up and clean up time in their *Application for Hire Form*.
- 2.5. The hire times must be adhered to as declared on the *Application for Hire Form*. If an extension of time is required the Shepparton Library Coordinator must be advised as soon as possible. There is no guarantee an extension of time can be granted.
- 2.6. Hirers must leave the premises in a clean condition with all non library equipment removed and no later than the time specified on the hiring agreement. **No hirer shall return the next day to clean.** Failure to leave the premises at the specified time could result in the Hirer being precluded from any future hiring of the *Shepparton Library Multi-Purpose Meeting Room*.

3. CONFIRMATION OF BOOKING

- 3.1. No booking will be confirmed until a completed *Application for Hire Form* has been returned to and assessed by Goulburn Valley Libraries.
- 3.2. Goulburn Valley Libraries will formally confirm a booking and payment by email or letter.

4. FEES AND CHARGES

- 4.1. The Hirer will pay the hire fee as set out in Goulburn Valley Libraries *Schedule of Fees and Charges*, as amended from time to time.
- 4.2. The Hirer will be held responsible for the cost of the repair of any damage or breakage during the term of the hire to any part of the premises, fittings or furniture, appliances or apparatus.
- 4.3. An invoice will be provided to the hirer for the cost of replacing or repairing any damage to the *Shepparton Library Multi-Purpose Meeting Room* fittings therein caused as a result of the hire or by any person present at such an event or booking.
- 4.4. Payment of fees must be made either by cash, cheque or Electronic Funds Transfer (EFT) to Goulburn Valley Libraries prior to use of the *Shepparton Library Multi-Purpose Meeting Room*. **Eftpos is not available.** Cheques should be made payable to Goulburn Valley Libraries. For EFT an invoice with banking details will be supplied.

5. REFUNDS

- 5.1. Refunds will be considered only if the paid booking is cancelled with at least 48 hours notice.

6. CANCELLATIONS

- 6.1. All cancellation of bookings should be made to the Shepparton Library Team Leader.

7. REVIEW OF REGULAR USE

- 7.1. If Goulburn Valley Libraries gives approval for a Hirer to use the *Shepparton Library Multi-Purpose Meeting Room* on a regular basis, and the group fails to use the room on the agreed dates without notifying Goulburn Valley Libraries, the library reserves the right to revoke the approval.
- 7.2. All bookings will be reviewed on an annual basis and Goulburn Valley Libraries reserves the right to revoke the approval.

8. OUT OF HOURS SERVICE

- 8.1. There are currently no arrangements in place to support out of hours service.

9. ATTENDANCE AND ROOM CAPACITIES

- 9.1. The Hirer must ensure that the room capacity is not exceeded. Details on the capacity of the room are located on the *Application for Hire Form*.

10. KEYS (Not yet applicable, out of hours access not yet available)

- 10.1. Keys are issued to the Hirer to access the Shepparton Library Multi-Purpose Meeting Room outside normal library opening hours.
- 10.2. Goulburn Valley Libraries staff will only open the Shepparton Library Multi-Purpose Meeting Room between 9.00am to 6.00pm Monday to Thursday, 9.00am to 8.00pm Friday, 9.00am to 12.00pm Saturday, and 1.00pm to 4.00pm Sunday.

- 10.3. Keys must be picked up by the Hirer or a nominated person who is twenty one (21) years or older. Goulburn Valley Libraries is to be advised prior to the booking of the nominated person. Keys are only to be used to access the *Shepparton Library Multi-Purpose Meeting Room* during the times booked and after any hire fees are paid.
- 10.4. Failure to pick up keys prior to the booking during library opening hours will result in the booking being cancelled.
- 10.5. *Shepparton Library Multi-Purpose Meeting Room* keys can be returned either by hand to the Shepparton Library staff the next day the library is open, or, returned through the after hours chute at the front of the library. The keys must be put inside a sealed and labelled envelope.
- 10.6. A fee will be charged for loss of keys as per Goulburn Valley Libraries *Schedule of Fees and Charges*.
- 10.7. It is the responsibility of the Hirer to ensure the key is not passed on to another organisation or individual without prior written approval from the Shepparton Library Coordinator.

11. DECORATION & DISPLAY

- 11.1. Nails, screws, pins, or any other fastenings including adhesive tape must not be driven into or attached in any way to the walls, floors, timberwork, furniture, fittings, appliances or apparatus. Items may not be fixed to walls by any means other than blu-tack and should be immediately removed, including the blu-tack, at the end of the hire period.

12. CLEANING

- 12.1. Hirers are required to clean the *Shepparton Library Multi-Purpose Meeting Room* including the kitchen and any outside areas used. All rubbish must be placed in the bins provided or removed from the meeting room. No loose rubbish is to be left behind. The *Shepparton Library Multi-Purpose Meeting Room* must be left in a clean and tidy condition.
- 12.2. Tables and chairs must be cleaned prior to being stacked neatly.
- 12.3. Cleaning equipment is provided in the *Shepparton Library Multi-Purpose Meeting Room*.
- 12.4. If caterers have used the premises it is the responsibility of the Hirer to ensure that the kitchen area has been cleaned.
- 12.5. The cleaning must be completed within the hire period.

13. ADVERTISING

- 13.1. The Hirer must obtain approval from Goulburn Valley Libraries prior to the display of any advertising or signs outside the premises. The Hirer must obtain approval from Goulburn Valley Libraries before using the library's name or logo in any promotional flyers or media material.

14. ALCOHOL

- 14.1. The Hirer must declare on the *Application for Hire Form* if alcohol will be consumed.

- 14.2. Information on the consumption of alcohol and liquor licensing can be obtained from the Victorian Commission for Gambling and Liquor Regulation (VCGLR)
www.vcglr.vic.gov.au.
- 14.3. It is an offence for alcohol to be served to any person under 18 years of age.

15. NOISE

- 15.1. Sound equipment is not permitted. Sound from computer speakers and the TV are acceptable.

16. CONDUCT AND SUPERVISION

- 16.1. The Hirer must ensure that all people attending or participating in the Hirer's activities during the hire period conduct themselves properly.
- 16.2. The Hirer must ensure that children and young people under 18 years are adequately supervised at all times.
- 16.3. Hirers must be aware of their responsibilities under the provisions of the Child Protection (Prohibited Employment) Act 1999.

17. YOUTH (14-18 YEARS)

- 17.1. All youth events or meetings must be supervised by an adult 25 years or older to ensure the safety of guests and the security of the building and surrounding area. Details of the supervisory arrangements must be provided to and approved by the Shepparton Library Coordinator prior to the event.
- 17.2. The *Shepparton Library Multi-Purpose Meeting Room* requires a supervisory ratio of 1 adult (25 years or older) for every 12 guests for all youth meetings and events.

18. LOST PROPERTY

- 18.1. Where personal items are left at the *Shepparton Library Multi-Purpose Meeting Room* the Hirer is required to contact the Shepparton Library Team Leader asap. The following procedures will apply:
- 18.2. All items will be removed from the *Shepparton Library Multi-Purpose Meeting Room* and placed in Shepparton Library's Lost Property
- 18.3. In cases where the owner of the property can be identified, he/she will be notified directly and arrangements made for its collection
- 18.4. In all other cases reasonable efforts will be made to establish to whom the property belongs
- 18.5. If, after 60 days the owner of the property has still not been identified or the property not collected, the items will be donated to charity.
- 18.6. The Goulburn Valley Libraries does not accept responsibility for the loss or damage to any personal property.

19. BUILDING SECURITY (Not yet applicable, out of hours access not yet available)

- 19.1. Hirers on leaving the *Shepparton Library Multi-Purpose Meeting Room* are to take all responsibility to:
- 19.1.1. Lock all doors
 - 19.1.2. Turn off all lights
 - 19.1.3. Secure all exits

20. FIRE AND SAFETY

- 20.1. The Hirer must ensure access is freely available at all exits, fire escapes and doors at all times. All fire exits must be kept free from any obstruction and not be used as a thoroughfare.
- 20.2. Any persons using the *Shepparton Library Multi-Purpose Meeting Room* must not carry or have in his or her possession weapons, explosives, flammable liquid or gas.

21. FIRST AID

- 21.1. Hirers must ensure they provide adequate medical and first aid equipment throughout the duration of their hire period.

22. NOTIFICATION OF INCIDENTS, DAMAGE, INJURY OR EMERGENCIES

- 22.1. All incidents, damage or injury to the *Shepparton Library Multi-Purpose Meeting Room* or persons must be notified to Goulburn Valley Libraries by close of business on the next library opening day. Notification may be given by telephone 1300 374 765, or in person at the Shepparton Library to the Shepparton Library Team Leader.

23. PUBLIC LIABILITY INSURANCE

- 23.1. **Goulburn Valley Libraries does not provide insurance cover for any Hirer for any loss or damage due to negligence, act or omission by the Hirer or any other person or group connected with the Hirers use of the premises.**
- 23.2. Incorporated organisations. Where the hire of the *Shepparton Library Multi-Purpose Meeting Room* is by a community organisation, sporting clubs, educational or religious organisations or commercial enterprises, the Hirer must provide the Goulburn Valley Libraries with evidence, in the form of a Certificate of Currency, that they hold Public Liability Insurance Cover.
- 23.3. The Hirer agrees to indemnify Goulburn Valley Libraries from and against all claims, demands, remedies, suits, injuries, damages, losses, costs, liabilities, actions, and the like arising as a result of negligence on the part of the Hirer, or any other person or group connected with the Hirer's use of the premises.

24. PROHIBITED ACTIVITIES

- 24.1. SMOKING is not permitted in the *Shepparton Library Multi-Purpose Meeting Room* or surrounds.

25. STORAGE

- 25.1. All property belonging to the Hirer must be removed from the *Shepparton Library Multi-Purpose Meeting Room* at the end of the hire period.
- 25.2. No property belonging to the Hirer can be stored on the premises without the prior written approval of the Shepparton Library Team Leader.

26. BREACHES TO THE TERMS AND CONDITIONS

- 26.1. The Hirer must comply with all the above Terms and Conditions of the Hire Arrangements. Failure to do so will be regarded as a breach of the Declaration/Acknowledgement located on the *Application for Hire Form*, giving Goulburn Valley Libraries the right to:
 - 1..1. Sue for the recovery of any amount due in respect of such breach
 - 1..2. Cancel any future bookings
 - 1..3. Immediately close the activity