

City of Unley Hire Facilities

CONDITIONS OF HIRE

(Goodwood Library meeting room)

Please read these conditions carefully.

1. TYPE OF FUNCTION

1. Full details of the type of booking/function/event being held must be advised at the time of booking. This includes any anticipated noise that may hinder any other users.
2. The Library has the right to refuse or cancel bookings believed to be unsuitable or inappropriate to the venue.
3. Hirers are required to provide all their own resources at all times, unless otherwise approved. This includes catering, stationery and any other resources associated with their function.

2. BOOKINGS

1. Hire of the room is only available during standard library opening hours.
2. A hire agreement can only be entered into by a person over the age of 18 years and is not transferable.
3. The person nominated on the hire agreement (the Hirer) is responsible for the booking and all conditions of hire.
4. A signed hire agreement confirms the hirer understands the Terms and Conditions of their hire.
5. Tentative bookings will only be held for fourteen (14) days and will be cancelled should there be no confirmation during this time period.
6. Confirmation of a booking occurs when the Library verifies in writing the completed and signed application for hire form.
7. Hirers must book for the total time required for their booking. This includes all setting up, packing away and cleaning times. Hirers must strictly adhere to their booked times, as:
 - a) the Library reserves the right to accept booking requests from other hirers with only a half-hour duration between bookings; and
 - b) the Hirer will be held responsible for ALL costs incurred as a result of exceeding booking times.

3. INVOICING/PAYMENT

1. Upon receiving booking confirmation the Library will require full payment of the hire fees.
2. If invoiced, all invoices are subject to the terms of payment as outlined on the invoice.
3. All invoices must be paid in full prior to booked date/s and time/s.
4. Council reserves the right to discontinue bookings should accounts not be paid. Outstanding accounts will be forwarded to a debt collection agency.

4. CANCELLATIONS OF BOOKINGS BY HIRERS

1. Cancellation of confirmed bookings must be submitted in writing as soon as practicable.

5. CANCELLATIONS OF BOOKINGS BY CITY OF UNLEY

1. Council may cancel the booking without notice in the event of an emergency, if the Library is deemed unsafe or if the Library is required to close for any reason and will:
 - a) refund any amounts paid by the Hirer in relation to the booking if the Hirer is without fault; and
 - b) not be liable for any loss or damage suffered as a consequence of exercising its right to cancel the booking.

6. FOOD SAFETY AND CATERING

1. Organisers of events involving the preparation and sale of food should ensure they adhere to requirements and the Food Safety Standards. For further information and registration forms visit www.unley.sa.gov.au and www.foodstandards.gov.au.

7. FURNITURE/EQUIPMENT

1. Hire fees do not cover the setting up of seating, tables or hire equipment before or after the booking. It is the Hirer's responsibility to return all furniture to the pre-hire condition.
2. Furniture cannot be transferred/moved to other rooms or outside.
3. Hirers must liaise with Library staff regarding delivery and collection times of goods and equipment. Delivery and collection of goods must occur during the booked and prepaid hours of hire.
4. The Library accepts no responsibility for any equipment left on the premises by the Hirer.
5. Any equipment utilised by the Hirer must be replaced as it was found.

8. MUSIC AND NOISE

1. Hirers are to respect the rights of other users of the facility at all times.

9. CLEANING

1. The hired area must be cleaned and tidied to the pre-hire condition before vacating the space, with all furniture restored to its original position unless otherwise indicated.
2. A carpet-cleaning surcharge will be incurred for any booking where the carpet has been soiled as a result of the hire.
3. Cleaning must be completed within the hire time

10. DAMAGE

1. Hirers must respect the facility's property and the rights and belongings of other patrons of the Library
2. Under no circumstances is any item from within the Library to be taken outside the building.
3. All damage, breakages and losses must be reported to the Library staff as soon as practicable during office hours. Compensation for damage to the Library or its equipment, including loss of equipment will be required.
4. All existing artwork, signage, fire extinguishers and features of the Library must remain intact and unmoved.

11. INSURANCE & INDEMNITY

1. The Council's General Public and Products Liability Insurance Policy will cover one-off hirers ONLY. The Facility has the discretion to request the Hirer purchase Public Liability Insurance and provide the Facility with a Certificate of Currency where activities are considered high risk. Please note that an insurance excess incurred by Council is payable by the one-off hirer if a claim is made and the Hirer is deemed at fault.
2. **Regular/Permanent Hirers** must have Public Liability Insurance to the value of \$20 million Australia wide in place during the hiring period. A valid Certificate of Currency needs to be provided annually (NB: In order for the insurance to be valid, the policy name and Hirer's name must appear the same).
 - a) The Hirer agrees to indemnify and to keep indemnified the Council, its servants and agents and each of them from and against all actions, costs, claims, charges and expenses whatsoever which may be brought or made or claimed against them or any of them, arising out of any Hirers negligent act or omission in relation to their hire.
 - b) The Hirer accepts that Council's Public Liability Insurance does not cover any claims that arise out of negligent action or omissions of the Hirer arising from the use of the Facility.
3. Council takes no responsibility for the hirer's property left on Council premises nor is such property covered by Council's insurance.
4. Council must be notified of any external equipment or amusements brought into the Library for use during the hire period. All equipment must be installed and utilised according to the appropriate standards. If equipment is to be facilitated by an external party, that party must provide a copy of their Public Liability Insurance to the value of \$20million Australia wide.

12. SAFE ENVIRONMENT

Council is committed to providing a safe environment for children and other vulnerable people. Hirers are required to comply with Council's Safe Environment Policy: failure to do so may result in the Hirer being excluded from future hiring of Council facilities. A copy of the Safe Environment Policy is available by request or on the City of Unley website. www.unley.sa.gov.au

13. EMERGENCIES

1. In the event of an emergency during business hours:
 - a) Staff have the right to make emergency announcements over any sound system
 - b) If an alarm is activated, exit the building and proceed to the assembly point. Directions from the Chief Fire Warden must be observed.
 - c) The Hirer is responsible for all participants associated with their booking,
2. Inside the room hired, the Hirer and users shall:
 - a) Be responsible for the safety and conduct of each and every person in attendance at their event or activity.
 - b) Take note of Fire Evacuation Plans displayed. Prevent chairs, tables and equipment from obstructing fire exit, doors or firefighting equipment.
 - c) Not tamper with any device or system designed for use in an emergency, such as fire alarms, fire extinguishers or fire hose reels. Staff must be advised if these are used in any way and the hirer will be charged the cost of inspection and repair and/or replenishing of equipment if used unnecessarily.
 - d) Report all injuries, safety issues or identified hazards to the facilities staff within two working days of the booking.

14. CAR PARKING

1. There is limited parking at the Library. Hiring of any of the facilities does not guarantee that parking will always be available.
2. Parking restrictions may apply in Library car parks and on-street. It is the responsibility of Hirers to ensure they are abiding by the set restrictions for the area.

15. GENERAL CONDITIONS

1. Hirers shall conduct and manage their function at all times in an orderly and lawful manner. Smoking is not permitted within the Library or within 10m of any entrance. The Hirer is responsible for advising and enforcing this regulation to all guests.
2. Sub-letting of the Council venue, or a part thereof, is not allowed under any circumstances.
3. Children are to be supervised at all times.
4. The Hirer must obtain permission for animals to be on site during the hire period except for official assistance/guide/hearing dogs.
5. Air conditioning at the Library is effective under most conditions. However, in extreme weather it may be less effective. The cancellation policy (section 5) applies to all bookings including those cancelled due to extreme weather.
6. Council reserves the right to review the hire fees and set any other conditions that are deemed necessary in the best interest of the operation of the Facility.

16.ADDITIONAL COVID CONDITIONS

1. Do not attend the Venue if you, or anyone in your group:
 - a. Is experiencing cold and flu like symptoms including fever, cough, sore throat, and/or shortness of breath
 - b. Has a chronic medical condition and/or weakened immune system and has not sought advice from a health care professional prior to attending.
 - c. If you have travelled interstate or overseas you must follow the advice of the Government of South Australia travel restrictions available at <https://www.covid-19.sa.gov.au/>
2. Practice physical distancing where possible, stay 1.5m apart.
3. Wash hands or use sanitiser provided when entering and exiting the premises.
4. Maintain appropriate personal hygiene practices (especially covering coughs and sneezes).
5. Ensure you only enter and exit the room during your approved hire times.
6. Ensure you do not exceed the maximum density requirement of the room (refer to current Covid Plan and sign on room door).
7. No shared food platters or beverages are permitted – including shared coffee/tea and water facilities. BYO individual drinks are permitted.
8. You will be required to check-in using the Covid QR code, or complete and retain an attendance sheet containing details of the group, the date of the activity, and the names and phone numbers of each attendee.
9. Hirers are responsible for cleaning and disinfection of touch-points (door handles, light switches, counters, table tops, and backs of chairs) and must initial the cleaning checklist provided before and after each session. Disinfectant spray and paper towels will be provided by the centre.
10. Non-compliance of any of the above could result in the exclusion of your group from the Venue.