

TERMS & CONDITIONS

Relating to Hiring of Randwick City Library Meeting Rooms

Phone: 02 9093 6400

Email: library.bookings@randwick.nsw.gov.au



Effective 1 July 2018

BOOKING PROCESS

Please call 02 9093 6400 to check availability of the room you want to hire. A booking form will be sent to you which must be completed and signed by the hirer or person representing the hiring organisation, reaching Library Administration at least 7 days prior to booking. All applications are subject to approval, and completion of the application does not guarantee a booking. A hiring fee as outlined in [Randwick City Library: Fees and Charges](#) will be charged. All fees related to the hire must be received by Council in full not less than 7 days prior to the booked event. This fee is reviewed annually. A confirmation email will be sent to confirm the booking if successful. Use of all facilities is in accordance with Randwick City Library's adopted Room Hire Policy.

Randwick City Library Meeting Rooms are available for bookings between the following hours and cannot be booked outside Library hours:

Monday to Friday: 9.30am – 8.45pm

Saturday: 9.30am – 3.45pm (for Library and Council events only)

CONDITIONS RELATING TO HIRING OF RANDWICK CITY LIBRARY MEETING ROOMS

PLEASE READ CONDITIONS ATTACHED THOROUGHLY

1. The Meeting Room is let only on the conditions set out herein and the payment by any person of any sum by way of fees for such Meeting Room and the issue to any such person by or on behalf of the Council of any receipt for such sum shall be deemed to be acknowledgment and acceptance by such person of the conditions and stipulations contained herein including the provision that the Council may vary the hiring charge subsequent to the date of this application and the hirer is bound to pay any increase in such charge.
2. The Council expressly reserves the right in its absolute discretion to refuse to accept any engagement and the Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.
3. All engagements are accepted conditionally upon compliance by the hirer with requirements of the Local Government and any other relevant Act or Regulation. The hirer will be responsible for any claims legally payable for Copyright Fees or Performing Rights and undertakes to indemnify the Council in respect of any obligation or claims.
4. The hirer hereby grants the Council an indemnity and releases Council from all claims, demands, remedies, suits, injuries, damage, losses, costs, liabilities, actions, claims for compensation and the like for which Council may become liable in conjunction with injury, damage or accidental death through the hirer's neglect or default or the neglect or default of any other person in connection with hirers use of the Hall.
5. The hirer shall be responsible for the cost of making good any damage caused to the buildings, furniture or fittings arising out of and in the course of his or her engagement, reasonable wear and tear alone excepted.
6. Incidents or damage must be reported instantly to Randwick City Library staff.
7. Should it be deemed necessary, the Manager Randwick City Library may require the hirer to lodge a sufficient deposit that will compensate the Council against cost incurred in connection with the hire such as repair, cleaning, rubbish removal etc.

GET IN CONTACT

Randwick City Library and Community Centre
669 - 673 Anzac Parade
Maroubra NSW 2035

Phone 02 9093 6400
library.bookings@randwick.nsw.gov.au
www.randwick.nsw.gov.au/library

and if such deposit is not lodged, the Manager Randwick City Library may refuse to accept the engagement already made in terms of Clause 2.

8. Individuals, groups and organisations which hire Council premises or facilities for activities which involve children under 18 years must comply with the requirements of the relevant Child Protection legislation.

9. The bringing into the Meeting Rooms or grounds or the use therein of gas bottles, fireworks or any other flammable article or device is expressly prohibited.

10. No smoking is permitted within Council premises.

11. The service or consumption of alcohol is only permitted when Council approval has been granted to the hirer. Permission is conditional upon a relevant Liquor Licence being obtained and provided to Council by the hirer under the Liquor Act 2007 a minimum of five (5) working days before the booking. Use this link to the [Independent Liquor Gaming Authority website](#).

12. The Meeting Room must be left by the hirer in a reasonably **clean condition** and all goods, properties or materials brought in by the hirer or any person on his behalf must be removed from the premises before the time to which the Meeting Room has been engaged, failing which they will not be released until a charge for handling and storage is paid.

13. Caterers or other persons using the Kitchen must leave the same in a thoroughly **clean condition**. All goods or properties required by Caterers may be brought in sufficiently early to enable them to satisfactorily arrange their work and must be removed together with any litter or waste matter before the expiration of the booking, failing which they will not be released until a charge for handling and storage has been paid. In any case deemed necessary or desirable, the Manager Randwick City Library may require payment by the hirer of an appropriate deposit to ensure compliance with these Conditions before such Caterers will be allowed access to the premises.

14. "The hirer" must make themselves aware of the emergency evacuation plan and assembly point. All emergencies should be reported to emergency services "000".

15. If Councils Security Company is engaged for misuse of the alarm system or any breaches in the terms and conditions of hire the hirer will pay any and all associated costs.

16. Equipment or furniture cannot be brought into the Meeting Room without permission.

17. Equipment cannot be stored at the Meeting Room without permission. Storerooms or lockers cannot be used without permission. Equipment stored with permission is at the hirer's risk.

18. Hire of the facility is only for the time period that is agreed to. **Set up and pack up must be included in your hire time.**

19. **The room must be vacated immediately after the booking period concludes.** Where available, venue car parking must be vacated at the expiry of your booking.

20. The room and its kitchen etc. should have any lights switched off and any power points turned off at the switch upon departure.

21. **PAYMENT** of all fees relating to hire of the facility must be received by Council in full not less than 7 days prior to the booked event. Non-receipt of payment by the due date will result in cancellation of the booking.

22. If all fees are not paid in full at least seven (7) days prior to the proposed use, the Meeting Room may be re-let and Randwick City Library shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.

23. **CANCELLED BOOKINGS** – In the event of any cancelled room booking, at least seven (7) days written notice is required prior to the booked date. **A 10% cancellation fee will apply per booking. Cancellation fees of 'full cost of hire' will apply for cancellations within 7 days prior to the booked date.**

24. **CLEANING** – Hirer must clean the kitchen, sweep the floor. **Waste material must be removed from the property.**

25. **INSURANCE** – Regular hirers (more than 12 bookings per year), incorporated bodies, sporting clubs, associations and profit making/commercial activities will be required to have a current Public Liability Insurance policy. Cover must be for \$20,000,000, must be in the name of the hirer and **must be provided prior to any confirmation of a booking.**

Casual Hirers (not covered by the above) if hiring exceeds 10 days over any 12 month period must have a Public Liability Insurance Policy.

26. Phone numbers and addresses for regular hirers must be kept current.

27. Children must be supervised by an adult at ALL times.

28. The use and operation of the premises shall not give rise to an "offensive noise", as defined in the Protection of the Operations Act 1997 and Regulations or result in a public nuisance. No amplified music, karaoke, disco, and or other similar activities are permitted in Randwick City Library and Community Centre.

29. Commercial/Private rates: Commercial/Private is defined as a group, organisation or person that charges an entry fee or a participation charge, or the hiring of the venue is for a private function. Also relates to any booking that competes with local business.

30. Non-Commercial rates: Non-Commercial is defined as a group, non-profit or charity organisation or person that does not charge a cover charge. Parties claiming non-commercial rates must provide a Certificate of Endorsement as an Income Tax Exempt charitable entity from the Australian Tax Office or a copy of the entity's constitution including a not for profit clause.