

Randwick City Library Hire of Facilities Policy

Adoption Date:
09 October 2007

Review Date:
08 September 2026

Version:
3

Responsible Department:
Library

TRIM Document Number:
D04330243

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1. Policy Objective

To outline conditions for the hire of library public spaces and Home and Community Care (HACC) rooms at the Lionel Bowen Library and Community Centre and Margaret Martin Library

2. Policy Statement

This policy applies to the following library and library managed facilities:

- Vonnie Young auditorium and HACC meeting rooms at Lionel Bowen Library and Community Centre, Maroubra
- Meeting Rooms at Margaret Martin Library, Randwick.

3. Availability of Venues

The facilities are available for hire from Monday to Friday, commencing at 9.30 am and available until 15 minutes prior to the closing time of the library at which the venue is located. Details of current location and opening hours can be found on the [library website](#).

The venue must be vacated when the booking period concludes.

4. Booking

Priority for booking of venues (with the exception of the HACC rooms) is given to Library staff for library events and activities.

All bookings are to be made in advance with full payment made prior to the hire date.

Cancellations made less than one week prior to hire date may incur a cancellation fee as outlined in the schedule of fees and charges.

Hire fees are outlined in the schedule of [fees and charges](#).

5. Use of Facilities

Council reserves the right to refuse hire of the venue, at the discretion of the Manager, Randwick City Library.

The facilities are not available for hire for the purpose of parties or any event liable to cause excessive noise or disruption to nearby facilities or residences.

Neither smoking nor the consumption of alcohol is permitted at any venue.

Facilities are to be left in a clean and tidy state; the Council reserves the right to apply a cleaning fee to the hirer if the venue requires additional cleaning.

Breakages of any equipment must be paid for by the hirer.

Where available kitchen facilities are available for the hirer to access; however, tea, coffee or other catering is not provided.

Configuring tables, chairs etc in the venue is the responsibility of the hirer, and upon completion of the event tables, chairs etc are to be replaced in their original position.

It's the responsibility of the hirer to safeguard any material, equipment or display items that are used or left at the venue, for example, displays of items in the library foyer for an extended period.

6. Terms & Conditions

Meeting Room hirers must sign and return the terms and conditions attached to the hire application form before agreement to the hire is granted by Randwick City Library.

Meeting room hirers must adhere to any Health & Safety protocols in place as advised by NSW Health.

7. Insurances

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.

All casual hirers (not being a sporting body, club, association, corporation or incorporated body) are covered by Council's casual hirers' liability.

8. Definitions

Commercial/Private: 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.

Non-Commercial: Non-Commercial is defined as a group, non-profit or charity organisation or person that does not charge a cover charge. 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.

HACC Community Groups: Groups/services funded by the state government to help people and their carers to stay active, independent, and living at home for as long as possible. Must provide proof of the entity's constitution as HACC not for profit group.

A. Appendices

Terms & Conditions – Randwick City Library Room Hire

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 during Library weekday operating hours. Current location and opening hours details can be found on the [library website](#).

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. 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
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. The hirer shall not hold Council responsible for the interruption or cancellation of bookings due to circumstances beyond its reasonable control (including any Force Majeure Event). Council will not be liable for any costs related whatsoever to the cancellation of a booking. Council reserves the right to withhold hiring of the venue if necessary due to circumstances beyond its reasonable control (including any Force Majeure Event).

30. COVID-19 – Meeting room hirers must adhere to any Health & Safety protocols in place as advised by NSW Health.

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1300 722 542
council@randwick.nsw.gov.au
www.randwick.nsw.gov.au

Randwick City Council
30 Frances Street
Randwick NSW 2031