



Melbourne Library Service and Community Hubs – Room Terms and Conditions of Hire

Definitions

Booking means the date(s) and time(s) nominated by the Hirer on the Hirer's application form and accepted as a booking by Council.

Council means Melbourne City Council.

Room means the room or space nominated by the Hirer on the Hirer's application form.

Equipment means the set of tools, devices, kit, that is available for each Room.

Hirer means the person or organisation nominated on the application form as such.

1. COVID-19

All room hirers must provide a nominated COVID Check-in Marshal and register names and contact numbers of room hire attendees via QR code

This is required for contact tracing if there is an outbreak or potential exposure to someone with coronavirus at the venue. Room hirers must not enter the building or access face to face library service, including bookable spaces, if you are displaying any symptoms of COVID-19 (fever, cough, sore throat, shortness of breath), or have been directed to quarantine by the DHHS as a result of being a close contact of a person with COVID-19. Room hirers must maintain physical distancing.

Under Victorian Government Department of Health and Human Services Pandemic Open Premises Order and a City of Melbourne requirement, the hirer is required as 'operator' to comply with vaccination requirements including the nomination of a COVID Check-in Marshal for all room hire bookings. The COVID Check-in Marshal's responsibilities are to ensure room hire attendees are fully vaccinated if over twelve years and two months or sight evidence of medical exemption. The hirer will be required to ensure all room hire attendees check in via the Services Victoria QR code to the venue.

2. Use of room

The Room may be used for commercial and community use including but not limited to meetings, seminars, conferences, training, performances and exhibitions.

3. Permitted use of room

The Hirer must only use the Room for the use set out in the application form and in accordance with these Terms and Conditions of Hire. The Council does not take responsibility for the Room if it is not fit for purpose.

4. Hire fee and bond

Hire Fee – The Hire Fee must be paid by a method set out in the application form upon making application to book a Room. If the Booking is not accepted, the Hire Fee and any Bond paid will be fully refunded.

At the discretion of the Council, venue hire will be limited to maximum hire (Monday to Sunday) of 10 hours per week or 15 hours per calendar month, per venue. Fees are subject to change on an annual basis (financial year).

Bond - A Bond of \$300 may be required upon making application to book Rooms, generally where the use is considered high risk or if alcohol is being served. If there is any damage done to the Room, mess left in the Room or uncleanliness, Council may reinstate the Room to its original condition, apply the bond (if any) towards the cost and invoice the Hirer for any additional costs which the Hirer must pay.

5. Cancellation and termination

Cancellation - If the Hirer cancels the Booking in writing to Council 48 hours or more prior to the Booking, the Hire Fee and any Bond will be fully refunded.

If the Hirer cancels the Booking in writing to Council less than 48 hours prior to the Booking, the Hire Fee will be forfeited and any Bond will be fully refunded.

Council may cancel the Booking at any time at its sole discretion without recourse by the Hirer. If Council cancels the Booking, the Hire Fee and any Bond will be fully refunded.

Termination - Council reserves the right to terminate the Booking and expel the Hirer including the Hirer's invitees and guests due to any breach of these Terms and Conditions of Hire and/or misconduct by persons in the Room at its sole discretion and if the Booking is so terminated, the Hire Fee and any Bond will be forfeited.

Council reserves the right to refuse to accept future bookings if the Hire is terminated, or if the Hirer breaches these terms and conditions or while any outstanding fees or charges are owed to Council.

6. Access, security and emergencies

Parking - No parking will be provided by Council to the Hirer.

Access - Council will make available for collection by the Hirer an access card and a key for toilet facilities, where appropriate. If an access card or key is not returned within 48 hours of the conclusion of the Booking, the Hirer must pay a replacement fee of \$10 per unit unless such fee is waived by Council. The Hirer must comply with all of Council's security protocols and requirements.

Access to Room outside Booking hours - The Hirer must include set up and pack up time in room booking application. The Hirer must not access the Room outside of the Booking including for set up and pack up.

Security - At the time of confirmation, Council may require that the Hirer provide security for the Booking and if required, the Hirer must comply with Council's requirements at its own cost.

Emergencies - The Hirer must be aware of all Emergency Procedures and nominate a person to be in charge of complying with the Emergency Procedures in the event of an emergency. Further, all emergency exit doorways and passageways must be clear and unobstructed at all times.

7. General conditions

Full compliance - The Hirer must ensure that all invitees and guests of the Hirer strictly comply with these Terms and Conditions and all laws applicable to the Hire.

Enjoyment and respect of others - The Hirer must keep noise levels reasonable and must not cause a nuisance or be offensive.

Appearance and Cleanliness - The Hirer must keep the room clean and tidy at all times. More specifically, immediately before the Booking concludes, the Hirer must clean and wipe down all table tops, benches and like surfaces, and remove all rubbish and waste from the Room to appropriate bins (if there is a large amount or excessive rubbish and waste, the Hirer must dispose of same appropriately at the Hirers expense).

Cleaning - The Hirer is liable for any additional cleaning costs if the room is left in an unclean state which must be paid to Council in the same manner that the Hire Fee was paid within 7 days of being invoiced.

Set up and pack up - The Hirer is responsible for setting up the Room including the Equipment and then returning Equipment to its original location within the time of the Booking, unless Council has agreed otherwise. The Hirer must not drag any Equipment or furniture across the Room and must move all Equipment and furniture safely.

Additional furniture and things - Additional furniture and things other than small items and stationery cannot be brought into the Room unless prior consent is given by Council.

Anything brought into the Room by the Hirer must be removed from the Room within the time of the Booking. For the avoidance of doubt, the Room must not be used by the Hirer for storage. The Council takes no responsibility for items that are left in the Room.

Decorations - Talcum powder, confetti, glitter, streamers, helium balloons or similar decorations are prohibited from the Room unless prior written consent is given by Council.

Flammable substances and poisons - Flammable substances and poisons are prohibited from the Room unless prior written consent is given by Council.

Crockery / Cutlery - The Council does not provide catering nor does it provide beverage making facilities, crockery or cutlery in meeting rooms.

Storage - Storage of any nature (long or short term) is not available.

Venue capacity - Occupancy numbers in the Room must not exceed Room capacity.

Gambling and illegal activity - No gambling or illegal activity is allowed. For the avoidance of doubt, illegal activity includes but is not limited to breaches of food related legislation. Should the Hirer's use of the Room involve the sale of food, or other food handling activities, then the Hirer must obtain prior written approval from Council's Health Services Branch (please contact 9658 8813 for further information).

Occupational Health and Safety (OH&S) and emergency services call-outs - The Hirer must use the Room in a safe manner and keep all invitees and guests of the Room safe. The Hirer is liable for all costs associated with emergency services call-outs including the fire brigade or ambulance, resulting from a call by the Hirer or the Hirer's use of the Room.

No transfer - The Booking cannot be transferred in part or in whole or assigned.

Damage - The Hirer is liable to Council for any damage done to the Room or Equipment.

Incident, damage and potential controversy reporting - The Hirer must promptly report to Council by calling telephone number Ph 9658 9774 (CoM Security) any complaint or incident including but not limited to any injury, food poisoning, allegation of theft or criminal activity, security risk or anything likely to cause controversy and any damage done to the Room or Equipment.

Publicity and display of material – Any material to be displayed at the venue by the Hirer in relation to use of the Room must first be approved by the Council in writing. Council does not endorse any view or events conducted or displayed by the Hirer.

Promotion and other costs - Council is not responsible for promoting the Hirer's use of the Room or liable for any cost associated with the use unless otherwise agreed.

8. Insurance

The Hirer must be the holder of, or be covered under a current public liability insurance policy, underwritten by an insurer authorised to conduct insurance business in Australia for an amount not less than \$20 million. A copy of a "certificate of currency" must be provided on request to the relevant booking officer.

Uninsured "non-profit" community groups may qualify to be covered under the Council's open community liability insurance policy provided they fulfill the Council's insurer's requirements. It is the responsibility of the Hirer to receive written confirmation of this from Council in advance of the Booking if the Hirer considers that it is eligible.

9. Release and indemnity

Release - Council is not liable for any loss, damage, death or injury suffered or sustained by the Hirer or any guest or invitee of the Hirer in connection with the use of the Room and the Hirer releases Council from all liability for any such loss, damage, death or injury.

Indemnity - The Hirer indemnifies and holds harmless the Council and its employees, agents and invitees against all claims resulting from any loss, damage, death or injury suffered or sustained in connection with the use of the Room.

Settings - All equipment and rooms must be returned to standard settings and/or the condition to which it was hired. Standard setting will be advised by Council once booking confirmed.

Food and Beverage - Unless agreed by the Council, food and beverage must not be consumed in the Room.

10. Permits and statutory obligations

Copies of relevant permits and licences are to be provided to Council prior to the booking.

Liquor - Consumption and possession of alcohol by the Hirer must comply with all requirements of Liquor Licensing Victoria. No sale of alcohol is permitted in the Room.

No interference - The Hirer must not interfere with or alter any of the electrical installations, lighting, sound systems or other technical instruments.

Technical expertise – Hirers of the Performance Space and the Editing and Recording Studio must demonstrate to specialised Library Service technician an ability to use the equipment safely and responsibly prior to confirmation of the booking. Council will provide onsite training programs throughout the year for prospective applicants to gain accreditation for use if required.