

COMMUNITY ROOM - FRANKSTON LIBRARY CONDITIONS OF HIRE

It is the room hirer's responsibility to read the Conditions of Hire carefully. To ensure penalties are not incurred through misinterpretation of this document, please contact the Frankston City Library on 9784 1020 for clarification.

APPLICATION TO HIRE LIBRARY COMMUNITY ROOM

To apply for hire of the Library Community Room please review the following Conditions of Hire and complete and sign the Application to Hire form. It is essential that the application form be filled out in the name of the person or organisation paying the account. Application forms can be obtained from the Frankston City Library or from the website www.frankston.vic.gov.au/library

Frankston Library 60 Playne Street Telephone: 9784 1020
Frankston 3199 Fax: 9784 1750

Opening Hours Monday - Wednesday 9am - 8pm
Thursday - Friday 9am - 6pm
Saturday - Sunday 10am - 4pm

BOOKING TIME

When the room booking is made, the booking time requested must include time for setting up and clean up. Extra time will be paid for by the hirer.

BREACHES

Any person committing a breach of the Conditions of Hire or the Library Code of Conduct may be asked to leave the building.

CANCELLATION OF BOOKINGS

By Library

The Library reserves the right to cancel any booking, and the Library accepts no liability. However, should it be necessary for the Library to cancel any booking, all fees paid to the Library for room use will be refunded.

By The Hirer

Should any hirer wish to cancel their booking, the Library will not be liable to refund the hire fees paid unless fourteen (14) clear days notice is provided.

CLEANING AND HIRER'S RESPONSIBILITY

The hirer is to replace, in a clean condition, all chairs and tables to the storeroom or in the designated layout. All decorative material and any broken material including glass shall be removed. Any spillages must be mopped up and all loose dirt, rubbish, grease, wax or any other substance must be removed from tables, chairs, walls and floors. Should additional cleaning be required other than that which is normally expected to be carried out by Council's cleaning staff, the hirer will be required to pay all extra costs.

CONFIRMATION OF BOOKING

Bookings of the Community Room will not be confirmed until the application form is completed, signed and returned with payment in full.

DAMAGE AND THE HIRER'S RESPONSIBILITY

The Hirer shall be responsible for the costs of repairing all damage to the building, floors, fixtures, fittings and contents (fair wear and tear excepted) incurred during the use of the room. A form to report damage is available on the noticeboard and needs to be submitted to the Library Administration Officer on the next business day.

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DISPUTES

In the event of any dispute or difference arising as to the interpretation of these Conditions, or of any matter contained in the document, the decision of the Manager, Libraries & Learning will be final.

DISORDERLY BEHAVIOUR

No spitting, insulting language, disorderly behaviour or damage to property shall be permitted in any part of the facility. Visitors are required to abide by the Customer Code of Conduct.

FEES

The fees shall be in accordance with the schedule set out on the application form and must be paid at time of booking. All fees must be paid prior to use of the room and are subject to annual review by Council and new fees may apply each financial year.

FREE ACCESS

The Manager Libraries & Learning, Library Officers, Cleaning and/or the Maintenance staff and contractors shall, at all times, be entitled to free access to any and every part of the building at any time and will ensure minimal disruption to hirers.

INSURANCE

The hirer of the facility shall not neglect to do, or permit to be done or left undone, anything which will affect the Council's insurance policy or policies relative to fire or public risk in connection with the building and the hirer hereby agrees to indemnify the Council to the extent that such policies are affected through any such act of commission or omission.

Council has affected a Miscellaneous Hirer's Policy for public liability insurance only in Council's name which provides some protection for public liability. The policy only applies to non regular hirers and does not provide for minor events, sporting activities, concerts/performances or hirers involved in a profit making activity where an admission fee is charged.

KEY

The key for the room is to be collected from Frankston City Library, during library hours and no earlier than 2 days prior to the booking. Keys are the property of Frankston City Libraries and must be returned within two working days after the date of your booking. If keys are not returned within this period, a \$50 fee will apply. Page 2

KITCHEN FACILITIES

The Hirer shall leave the kitchen in a clean and tidy condition and all fixtures and utensils in good order and condition and place rubbish in the bin provided. If this is not done, the Library reserves the right to charge the room hirer for any extra charges incurred.

OCCUPATIONAL HEALTH & SAFETY

The Hirer shall comply in every respect with the regulations under the Occupational Health & Safety Act with regard to public buildings for the prevention of overcrowding and obstruction of passages, corridors, or of any other part of the buildings. Any person causing an offence against such regulations shall be removed from the building.

PERFORMING RIGHTS

In the case of a dramatic or other performance of a concert, the hirer must not produce or perform or permit to be produced or performed any dramatic or musical work in infringement of the copyright or performing right of any owner of such right, or rights, and the hirer hereby indemnifies the Council against any claim for breach of copyright in connection therewith.

REFUSAL TO HIRE

The Manager, Libraries & Learning shall have full power, if he/she sees fit, to cancel the booking and direct the return of the fee paid. The hirer agrees to have no claim at law or in equity for any loss or damages.

ANIMALS

No animals (birds, reptiles, dogs, cats etc), except for guide dogs or hearing assistance dogs, are allowed in the room or its surrounds without the approval of the Manager, Libraries & Learning.

SMOKING IN COUNCIL BUILDINGS

Smoking is banned in all Council buildings and within 10 metres of the building. Room hirers risk incurring a fine if it is found that they or any member of their party have been smoking on the premises.

STORAGE OF EQUIPMENT

No personal property or property belonging to a hirer may be left in the facility.

DRUGS AND ALCOHOL

Drugs and / or Alcohol are not permitted. Room hirers risk incurring a fine if found to have drugs and / or alcohol on the premises.

PRIVACY STATEMENT

The personal information requested on this form is being collected by Council for the purpose of investigating and/or responding to your request. Council may disclose your personal information to its contractors performing functions on Council's behalf and will not otherwise be disclosed without your consent or as required or permitted by law. You may apply to Council for access and/or amendment of the information.