



# Conditions of Hire

## Library Community Room

### Community Room

To apply for hire of the Library Community Room please review the following Conditions of Hire and complete your request through the online booking system. It is essential that the application form be filled out in the name of the person or organisation paying the account.

#### [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.

#### [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.

#### [Keys](#)

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.

#### [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 the 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.

#### [Cancellation of Bookings 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 any 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.

### 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 Libraries Manager 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 Libraries Manager, 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 is required to provide a current Certificate of Currency for Public Liability insurance covering the period of hire. Where proof of insurance is not provided, Council's Casual Hirer's Public Liability Insurance fee of \$15 per booking will be added to the invoice.

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.

## Kitchen Facilities – When Available

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.

## Advertising of Ticketed Events

The hirer agrees to include the following line on any advertising of ticketed events, including free events, to assist potential attendees in receiving the correct information. **“This event is being hosted in a hired Frankston City Libraries space by \*insert name of organisation\*. For all event information and ticketing queries, please contact us directly here: \*insert contact email, website, event link or phone number\*. The library is unable to assist with queries regarding this event.”**

### Refusal to Hire

The Libraries Manager shall have full power, if they see 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 Libraries Manager.

### 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 contractor's 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.

### Child Safety

#### **Frankston City Council's Statement of Commitment to Child Safety**

Council has zero tolerance for Child Abuse. Council is committed to creating and maintaining a Child safe environment where all Children are valued and protected from harm and Child Abuse. Council values diversity and will not tolerate discriminatory practices. All hirers must comply with the Victorian Child Safe Standards. [View Standards](#).

## Hirer's Child Safety Responsibilities

Everyone in the community has a responsibility in ensuring the health, safety and wellbeing of children. As an organisation, club, association or other group or sole operator utilising a Council facility, these responsibilities extend to ensuring your group is complying with all relevant child safety legislation. The Victorian Child Safe Standards are mandatory minimum standards that some organisations (including Council) are required to meet. Your responsibilities under these Standards vary depending on whether the work of your group is deemed as having Direct or Incidental Contact with children:

Direct Contact	Incidental Contact
<p>Direct Contact involves any of the following:</p> <ul style="list-style-type: none"> <li>• Direct care, supervision and/or engagement with children under 18 years</li> <li>• Storing or access to personal information about children under 18 years</li> <li>• Survey or other consultation and engagement processes</li> </ul> <p>Direct contact includes contact that is:</p> <ul style="list-style-type: none"> <li>• Supervised</li> <li>• Unsupervised</li> <li>• Face to face</li> <li>• Online</li> <li>• Verbal, written or electronic</li> </ul>	<p>As Council facilities are located in public spaces and utilised regularly by children, all activities that are not deemed Direct Contact are classified as Incidental Contact.</p>
<p>If your work involves direct contact your organisation must remain compliant with all of the Standards and report any concerns of child safety. Council may request evidence of compliance prior to or during your tenancy.</p>	<p>All organisations who have Incidental Contact with children must, at minimum, commit to proactively keeping children safe and reporting any concerns of child safety.</p>