

# TERMS & CONDITIONS OF HIRE

## GRLC VENUE HIRE

### (COLAC COMMUNITY LIBRARY & LEARNING CENTRE)

UPDATED 2024



## CONDITIONS OF HIRE

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Hirers are advised that these Conditions of Hire may be altered or extended by Geelong Regional Library Corporation (GRLC) at any time without notice.

### 1. APPLICATION FOR HIRE

The event contract shall be:

- Made on documentation approved and supplied by GLHC, either online or in hard copy
- Signed by the Hirers or their authorised representative and completed in full for the booking to be confirmed.

### 2. PERMISSION TO HIRE FACILITY

- Permission to Hire a room may be granted by an authorised Library staff member on behalf of GRLC.
- It shall be at the discretion of GRLC to let the room for Hire.
- GRLC reserves the right to refuse use that does not comply with our Responsible Conduct Policy.
- Guidelines for refusal of application may include, but are not limited to:
  - Use that may damage GRLC's reputation with the local community.
  - Use that actively promotes discrimination against the equal rights and opportunities of people within the community.
  - Use that discriminates against or promotes the exclusion of cultural diversity within the community.

In addition, applications that are considered as relating to activities of a political nature (bipartisan or otherwise), or that are submitted by political parties or groups associated with political parties, will be referred to GRLC's Executive Leadership Team for assessment to ensure the request does not provide implications for GRLC against its Responsible Conduct Policy and/or associated policies.

- GRLC can automatically cancel a booking due to nondisclosure or the supply of incorrect or misleading information.
- Notwithstanding that the room may have been let and that these conditions have been agreed to and signed and the hiring and other charges paid, GRLC shall, if it sees fit, cancel any such letting and direct return of all money paid. The Hirer agrees in such cases to accept the same, and to have

consented to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

- GRLC must approve program content for events where the Hirer is selling tickets for and/or advertising. It must be clearly stated that the event is not affiliated with GRLC, and in no case should there be use of the GRLC logo unless prior approval has been provided.

### **3. BOOKINGS**

- Bookings are considered tentative until the completed application form and deposit or full payment is received by GRLC for the designated room for Hire. A Hirer should not consider that the room for Hire is booked unless the deposit or full payment has been paid.
- All Hirers conducting business activities within Colac Community Library & Learning Centre are required to supply a copy of their Public Liability Insurance certificate before the booking can be confirmed.
- For afterhours bookings, the Hirer can collect meeting room key/fob within library hours and leave in pre-arranged safe place post Hire. A key deposit of \$50 will be held as Security Bond and refundable on return of key/fob.

### **4. DEPOSITS**

- For spaces with capacity for 30 attendees or more, a non-refundable 40% deposit is required to secure the booking upon signing the contract. For bookings made with less than 7 days' notice, full payment will be required to secure the booking.
- For spaces with capacity for under 30 attendees, full payment must be received upon signing of the contract to secure the booking.

### **5. CANCELLATIONS**

- For spaces with capacity for 30 attendees or more, the 40% deposit will be retained for those cancellations received more than 7 full days before the booking date. Full payment will be charged if cancellations are received 7 days or less before the booking(s).
- For spaces with under 30-person capacity, full payment will be retained if cancellations are received 24 hours or less before the booking(s). A credit note may be provided to a Hirer who wishes to move the booking to another day due to sickness or change of plans.

### **6. CHARGES**

- General charges for the venue Hire will be determined by GRLC, and may at the discretion of GRLC, vary from time to time.
- A security bond deposit, as determined by GRLC, may be requested to be lodged with the application to Hire the room, and the full Hire fee shall be paid at least 7 days prior to the Hire of the room. The

bond is security for any damage to the building and/or breach of conditions of Hire. The total bond will be refunded to the Hirers no earlier than fourteen (14) days after the function, provided the Hirers has complied with all aspects of the Conditions of Hire.

- Should the cost of repairing the damage or cleaning the property exceed the bond, GRLC will recover the cost of repairs (including cleaning) from the Hirers and the Hirers agree to pay this cost. The cost of extra cleaning as a result of the function will be deducted from the bond. An account for additional costs will be forwarded by GRLC to the Hirers within fourteen (14) days.

## 7. LIMIT OF HIRING

- The Hirers shall comply with all requirements of the Health Act, Local Government Act, Australian Performing Rights Associates, Liquor Licensing Regulations, Health Regulations and appropriate Work Cover legislation if and when applicable and any regulations herein contained and shall be liable for any breaches of such Acts or Regulations.
- Hire times must include setting up and packing/cleaning up.
- The Hirer shall only be entitled to the use of the particular part/s of the building Hired.
- Doors to rooms must be closed during bookings.
- Under no circumstances, except by invitation, are members of a group permitted to disturb other groups/individuals using GRLC buildings and facilities.
- The Hirers shall begin and end all events not earlier or later than the agreed time stated on the event contract. If the function starts early or finishes late, the Hirer will be obliged to pay an additional fee for times used in excess of the agreed times. All labour costs associated with early or late finishes will be on-charged to the Hirer. Please note penalty rates may apply.
- The Hirer shall remove all decoration, litter or property belonging to the Hirers. All rubbish is to be removed; this includes items for recycling. Failure to comply may result in additional Hire and/or cleaning charges being made against the Hirers.

## 8. CATERING

GRLC Local Libraries: Hirers are permitted to engage catering companies to provide catering for events. All items including litters must be carried away by caterers or Hirers. Clean up of any litter or rubbish left behind will be on charged to the Hirers. Hirers carry sole responsibility for any damages caused by the caterers.

Geelong Library & Heritage Centre: Lady & The Fox is the exclusive caterers for meetings and events held at Geelong Library & Heritage Centre. They are also happy to provide quotes for catering at other GRLC libraries.

### **Lady & The Fox:**

P: 03 5241 1629

E: [events@ladyandthefox.com.au](mailto:events@ladyandthefox.com.au)

W: [ladyandthefox.com.au](http://ladyandthefox.com.au)

## 9. DECORATIONS

- The use of confetti, streamers or similar articles of decoration or is prohibited.
- No cello tape, blue tac, pins etc. are to be attached to painted surfaces or panels.
- All decorations must be removed at the end of the function. If this is not carried out, the costs to remove and clean will be charged to the Hirer.

## 10. FIRE & HEALTH REGULATIONS

- The use of portable cooking appliances, BBQ's and LPG powered equipment is strictly forbidden within the libraries.
- No open flame: including candles and incense, kerosene or spirit type lamps shall be used in any part of GRLC.
- No fireworks, pyrotechnic devices or any like material is permitted in GRLC.
- All GRLC venues are smoke-free venues and as such no smoking is permitted in any area of our buildings.
- Should fire alarms be activated through breach of any of these conditions the significant charges incurred as a result of Fire Brigade attendance will be the sole responsibility of the Hirer.
- Fire extinguishers are not to be relocated or obscured.
- The Hirer shall comply in every respect with regulations under all relevant Acts with regards to public buildings for the prevention of overcrowding and the obstruction of passages, exit doors, corridors, external walkways, and disabled access.
- All Hirers will abide by the Emergency Procedures Clause and in accordance with the procedures for each venue.
- All Hirers shall arrive 15 minutes early for the booking in order to participate in a venue induction, during which the Venue staff will provide information regarding emergency procedures.

## 11. BEHAVIOUR

- The Hirer is responsible for the full observance of public decency whilst hiring venues of the GRLC, in line with GRLC's Responsible Conduct Policy.
- The Hirer should not allow any activity or behaviour which could offend standards of public decency. Standards of public decency will be deemed to be offended according to the Summary Offences Act 1966.
- No spitting, obscene or insulting language or disorderly behaviour shall be permitted in any venue of GRLC, and Management reserves the right to refuse admission to any person/s or to remove any person/s doing such things as are prohibited by this clause.

- When any venue of GRLC is used as an exhibition venue, the work on display is to be treated with respect at all times.
- The Hirer must observe any directions or instructions given by authorised staff.

## 12. OCCUPATIONAL HEALTH & SAFETY

- Where applicable, Hirers must provide GRLC with a completed Safe Work Method Statement:
- Hirers must comply with GRLC's OHS requirements including:
  1. Taping down of all electrical leads
  2. Testing and tagging of any electrical items
  3. No standing on chairs
  4. No running in the facility
  5. Comply with the no smoking policy
  6. Ensure walkways are clear of obstructions
  7. No use of open flame is permitted within the building.
  8. If permitted, maintain safe storage of items remaining in storage.
  9. Know the location of Emergency Exits and Library's Emergency Evacuation Procedure, as identified in the Hirer's Building Induction.
  10. Maintain an awareness of any hazards present in each area and the necessary precautions or control measures.

## 13. ANIMALS

- No animals shall be allowed in any GRLC building without prior consent from authorised staff, which may impose such conditions as they see fit.
- In line with Victorian State Laws, this condition does not apply to accredited guide dogs or assistant dogs under the control of a person(s) or trainers.

## 14. FREE ACCESS

- GRLC or its representative shall at all times, notwithstanding any hirings, be entitled to free access to any and every part of the building.

## 15. DAMAGE

- The floors, walls, curtain or any part of the building, or any fittings or furniture shall not be broken, pierced by nails, pins or screws or in any other way damaged, and no notice, sign, advertisement or scenery or fittings of any kinds shall be erected in the building or attached to or affixed to the walls, doors or any such portion of the building, fittings or furniture without prior consent of GRLC. Likewise, all furniture and equipment should be kept in good working order.
- Any damage to the building, furniture or equipment shall be reported in the first instance to the authorised Library Staff Member. The Hirers may be held responsible for repairing/replacing any damage to the building or to furniture or equipment.

## 16. GOOD ORDER

- The Hirers shall be responsible for the full observance of these conditions and for the maintenance and preservation of good order in the room for Hire and in the approaches thereto, throughout the whole duration of the hiring.
- The Hirers shall leave the Hired rooms, including toilets, kitchen areas and approaches in a clean and tidy stage and shall report to the authorised Library Staff Member any damage which may occur. Furniture and equipment must be left in the position as found prior to the hiring or as arranged with the library.
- If necessary extra cleaning charges will be an additional charge to the Hirers

## 17. OBSTRUCTIONS

- The Hirers shall comply in every respect with regulations under the Health Acts, with regard to public buildings for the prevention of overcrowding, obstruction of gangways, passages, corridors or any other part of the building. Any person causing an offense against such regulations shall be removed from the building.

## 18. THEFT

- Neither GRLC nor its servants or agents shall be liable for any loss or damage sustained by the Hirers, or any person, firm nor corporation entrusted to or supplies any article to the Hirers by reason for any such articles or thing being lost, damaged or stolen. The Hirers hereby indemnify GRLC against any claim by any such person, firm, or corporation in respect of such an article or thing.

## 19. RESTRICTIONS

- The room shall not in any way be 'sub-let' or allowed to be Hired by any other Hirer other than the Organisation/Hirers named on the application form.

## 20. EQUIPMENT

- Permission to Hire any electrical equipment other than that supplied with the Meeting Room must be in writing.
- Any equipment brought into the venue is required to have been recently 'tagged and tested', e.g., laptop computer. GRLC provides a limited amount of equipment but if this equipment becomes non-operational during the time of the Hire, GRLC will not be responsible for immediate replacement.

## 21. GENERAL

- Any reference in these conditions to action by GRLC shall include authority for their representatives to act in a similar capacity.

## 22. NON-SMOKING PROVISIONS

- Smoking is not permitted in any part of the building or within 4 metres of doorways, air-intakes, or open ventilations. (Please note this includes balconies or outdoor entertainment areas).

## 23. SET-UP/PACK-UP

- Unless arrangements have been previously made to engage GRLC staff to carry out this work, the Hirers have the responsibility for setting up and clearing away all equipment to its original location. Set-up time must be stated on the application form and all packing up should be completed immediately on termination of function.

## 24. NOISE

- If in the opinion of GRLC the Hirers allow any unreasonable noise to be emitted from electrically amplified musical equipment, GRLC may retain any security bond and may refuse any future application to Hire the room by the Hirers.

## 25. PERMITS

- Liquor: Alcohol is not permitted to be consumed anywhere within the grounds of Colac Community Library & Learning Centre.
- Performing Rights: The Hirer(s) hereby indemnify GRLC against any claim for breach of copyright.

## 26. GRLC FUNCTIONS

- GRLC is empowered to cancel any booking made for the venue for Hire when the venue is required for GRLC functions, municipal elections, State or Federal elections and emergency events.

Notwithstanding that the room for Hire may have been let or that these conditions may have been accepted and signed and the rent and/or deposit paid.

- GRLC may direct the return of the rent and/or deposit so paid and the Hirers agrees in such case to accept the same and to be held to have agreed to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

## 27. MANAGEMENT OF FACILITY

- The Hirers and persons under their direction shall forthwith obey all directions or orders given by GRLC staff as to the management of the room for Hire and functions being conducted therein.
- GRLC, at their discretion, may direct the Hirer to ensure the attendance of Police, Fire Brigade, and Security Staff or registered and licensed Crowd Controllers at their function(s).
- In the case of Security Staff and registered and licensed Crowd Controllers, the number of personnel required will be decided by GRLC having regard to the nature of the function.
- If Security Staff or Crowd Controllers are required, they must be in attendance at GRLC from commencement to the end of the function.
- If a Hirer fails to adhere to these Conditions, GRLC has the right to cancel the function.

## 28. DISPUTES

- In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained herein, the decision of the Director, Community Experience authorised by the Chief Executive Officer shall be final and conclusive.

## 29. INSURANCE

All Hirers conducting business activities within Colac Community Library & Learning Centre are required to supply a copy of their Public Liability Insurance certificate before the booking can be confirmed.

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

All bookings within Colac Community Library & Learning Centre that are not related to business activities will be covered under GRLC's Member Council's Community Liability Insurance, except for the following exclusions in which the Hirer would need to provide evidence of their own PL/PI insurance:

- The booking exceeds 1,000 attendees.
- The booking exceeds 52 sessions over the duration of 1 year.
- Any claims arising from, contributed by or in connection with sexual and/or child assault, abuse, molestation, or attempt threat.



- Any claims arising from, contributed by or in connection with:
  - a) Animal rides;
  - b) Amusement rides and/or devices of any description; or
  - c) Inflatable recreational equipment.
- Property Damage or Personal Injury caused directly or indirectly by the manufacture, sale or supply of children’s toys and second-hand electrical items and/or tools.
- This policy does not cover liability arising out of Your Products in respect to permits issued to local traders.
- Personal Injury or Property Damage arising directly or indirectly out of or caused by fireworks and/or pyrotechnics.
- Personal Injury or Property Damage of any person caused by or arising out of rock and/or pop concerts.
- Personal Injury or Property Damage arising out of child minding or childcare services or activities.
- Personal Injury or Property Damage arising out of sporting activities and/or demonstrations conducted by stallholders.
- Claims for Personal Injury or Property Damage arising from any participation by spectators.
- Claims for Personal Injury or Property Damage arising from use by buskers of knives, swords (including theatrical knives and swords) or any activity involving the use of fire.
- This Policy does not indemnify any council for their legal liability arising from the use, operation or provision of any council facilities provided for hire, use or operation by others or for any other business conducted by council in connection with such facilities.
- We shall not be liable to indemnify You for Your legal liability or any other benefit, cost or expense arising directly or indirectly out of, contributed to by, resulting from or in connection with any listed human disease determined under section 42 of the Biosecurity Act 2015 (Cth) or any Subsequent Legislation.
- For the purposes of this exclusion “Subsequent Legislation” means:
  1. An act or regulation as amended, replaced, or re-enacted; and
  2. Where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or part.

### 30. INDEMNITY

- The Hirer agrees to indemnify and keep indemnified and to hold harmless GRLC, its servants and agents and each of them from and against all actions, costs, claims, charges, expenses, and damages whatsoever which may be brought or made or claimed against it by any of them arising out of or in any way related to the granting of this license and/or the Hire of the premises.

- GRLC is not responsible for any theft, loss, damage or injury suffered by the Hirer or any guest or invitee of the Hirer, or any person entering onto the premises during the period of the Hire, and the Hirer indemnifies GRLC in respect of all claims for loss, damage or injury caused by any person or property during the period of the Hire, or as a result of the Hire by the Hirers of the premises.

### 31. HIRER'S RESPONSIBILITIES

It is the Hirer's sole responsibility to:

- Have made a reasonable enquiry as to the suitability of the venue for Hire for the proposed function or Hire, i.e., capacity, equipment, furniture, etc.
- Remain on the premises whilst visitors/patrons are in the building.
- Be responsible for orderly conduct and safety of patrons.
- Maintain the premises in a clean and safe condition for the duration of the term of Hire.
- Supervise all people at the event and using the facilities at all times.
- For after-hours bookings, the Hirer can collect meeting room key/fob within library hours and leave in pre-arranged safe place post Hire. A key deposit of \$50 will be held as Security Bond and refundable on return of key/fob.

### 32. CHILD SAFE STANDARDS

- Children under six years of age must not be left unattended in GRLC facilities and should always be under the supervision of a parent or other adult.
- Any young person left unattended in a public facility may be classed as a child or young person at risk of harm under the Children, Youth and Families Act 2005.
- GRLC has zero tolerance for child abuse and is a committed Child Safe organisation. Our commitment is to ensure that a culture of child safety is embedded across our community to safeguard every child and young person accessing GRLC facilities.
- All Hirers that work directly with children and young people are required to comply with legislation and regulations relating to child safety including but not limited to the Working with Children Act 2005 and the Working with Children Regulations 2016 and the Victorian Child Safe Standards (CSS).
- Duty of care and supervision of children is the responsibility of the Hirer.
- If the Hirer witnesses any situations in which child safety standards may have been breached, they are directed to contact the GRLC Child Safety Officer on 0417 734 536 and/or Emergency Services on 000 if the situation is an emergency.

For further information or to request a copy of our Child Safety and Wellbeing Policy or Unattended Child Policy please contact us on [info@grlc.vic.gov.au](mailto:info@grlc.vic.gov.au).

### **33. BREACHES**

GRLC reserves the right to expel person(s) or terminate the function due to any breach or condition of Hire and/or misconduct by patrons.

### **34. PRIVACY**

The personal information requested on booking forms is for the Hire of GRLC venues. The personal information will be used solely by GRLC for this primary purpose or directly related purposes. GRLC may disclose this information to relevant internal staff for the purpose of payment and refund of payment for the hiring of GRLC venues. The information will not be disclosed except as requested by law and will not be disclosed to others for marketing purposes.

GRLC may disclose this information to relevant internal staff for the purpose of payment and refund of payment for the hiring of GRLC venues. The information will not be disclosed except as requested by law and will not be disclosed to others for marketing purposes.

GRLC will take reasonable steps to lawfully and responsibly destroy or permanently de-identify information obtained during the booking process. For further information, please request a copy of GRLC's Privacy Policy. This policy outlines how GRLC will, when furthering this purpose and performing this function, comply with the Acts and, in particular, how it will comply with the Information Privacy Principles (IPPs) and Health Privacy Principles (HPPs).

### **35. GAMBLING ACTIVITIES**

Gambling activities of any kind are strictly prohibited on Council property. This includes simulated gambling.

### **36. DRONES**

Drones are not permitted inside any council buildings. The use of Drones outside the buildings must observe all Victorian Drone Laws.

### **37. COMMERCIAL FILMING**

Any commercial filming is by prior written approval only. Commercial filming means recording images by film, video, digital or other technology intended for broadcast or public exhibition for commercial purposes.

### **38. EMERGENCY INFORMATION**

GRLC Emergency Procedures:

EMERGENCY NUMBERS:

- Police/Fire/Ambulance - 000
- Sectrol Security - 03 5329 0802

#### Hirer Responsibilities:

- A venue induction of emergency evacuation procedures will be given to prior to an event commencing, please allow approximately 15 minutes for this induction. If the Hire of the facility is outside regular business hours, then Hirer must make themselves available prior to the event (via prior arrangement) to attend a 15-minute briefing. The person attending the briefing MUST be present at the event. This person is considered the Nominated Member.
- All emergency exit doorways and passageways should be clear at all times.
- It is the responsibility of each group hiring to ensure that all members are aware of the emergency procedures detailed in this clause.
- Each group MUST nominate a member responsible for ensuring that the appropriate procedures are followed in the event of an emergency. NOTE: Some groups may require more than one nominated person for bookings falling over several different days
- In the event of an emergency evacuation the Nominated Member should support their group in exiting the building in a safe manner to the emergency assembly area and ensure that the group stays together. Do not re-enter the building for any reason unless instructed to do so by Emergency Services.
- In the case of after-hours bookings, the Nominated Member of the group should ensure they have access to a mobile phone with Out of Hours numbers stored in it.
- GRLC Staff will act as Fire Wardens and assist with the evacuation procedure during building opening hours.

#### Emergency Alarm & Evacuation:

- All Hirers must evacuate the building on alarm sounding.
- In the event of an emergency, do not use lifts. Please evacuate via the stairs indicated during the venue induction.
- In the event of an emergency evacuation the Nominated Member should support their group in exiting the building in a safe manner to the emergency assembly area and ensure that the group stays together. Do not re-enter the building for any reason unless instructed to do so by Emergency Services.
- In the case that a group member is unable to evacuate, a member of the group should stay with them, if safe to do so and be left with a mobile phone while the Nominated Member evacuates all other occupants from the room.
- The Nominated Member should have knowledge of how many members are in attendance and should ensure they verbally account for the number of members once the evacuation is complete.
- Should any person from your group wish to leave the evacuation assembly point, the Fire Warden must be notified, so that all members are accounted for.

#### On Finding an Emergency Situation:

- Assist any person in immediate danger, IF SAFE TO DO SO.

- In the case of fire in the room you are using attempt to extinguish if safe to do so. Fire extinguisher's locations are marked on the Emergency Evacuation Maps.
- Notify staff and other patrons immediately by activating the emergency alarm.
- If necessary, follow the emergency evacuation procedures.
- The Nominated Member should ensure that their group remains calm and assist with evacuation.

First Aid:

- First Aid Kits are provided, and you will be advised of the location of these during your induction. Some of our libraries have a defibrillator on-site; the location of this will also form part of your induction.
- If further medical assistance is required dial 000 and remain with the injured person. Where applicable, notify the library staff immediately.
- Communicate all appropriate information to GRLC Staff or Emergency Services Staff.