



## CONDITIONS OF HIRE

Hirers are advised that these conditions of Hire may be altered or extended by (GRLC) at any time without notice.

### 1. Application of Hire

The application for hire shall be:

- Made on documentation approved and supplied by GRLC, either on line or in hard copy
- Signed by the Hirers or their authorised representative and completed in full for the application to be accepted

### 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. 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 Hirers 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. .

### 3. Bookings

Bookings are considered tentative until the completed application form and deposit or full payment is received by the authorised Library Staff Member at the Library with 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.

### 4. Cancellations

- (i) Full payment will be charged if cancellations for bookings are received less than 28 days prior to booking(s)
- (ii) 20% of the booking fee will be retained for those cancellations received before 28 days of the booking date.

### 5. Charges

- (i) General charges for the venue Hire will be determined by GRLC, and may at the discretion of GRLC, vary from time to time.
- (ii) A security bond, 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 30 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.
- (iii) Should the cost of repairing 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 (14 days)

### 6. Limit of Hiring

- (i) The Hirers shall end all events not later than the agreed time stated on the Hire Application form and shall remove all decoration, litter or property belong to the Hirers. Failure to comply with this section may result in additional Hire charges being made against the Hirers.

- (ii) The Hirers shall comply with all requirements of the Health Act, Local Government Act, Australian Performing Rights Associates, Liquor Licensing Regulations and appropriate Work Cover legislation.
- (iii) Hire times must include setting up and packing/cleaning up.
- (iv) The Hirer shall only be entitled to the use of the particular part/s of the building hired.
- (v) Doors to rooms must be closed during bookings.
- (vi) Under no circumstances, except by invitation, are members of a group permitted to disturb other groups/individuals using GLHC.
- (vii) 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.
- (viii) All rubbish is to be removed; this includes items for recycling. Failure to do so will see additional fees charged. If and when applicable and any regulations herein contained, and shall be liable for any breaches of such Acts or Regulations.

### 7. Catering

The City of Greater Geelong has entered an agreement providing exclusive catering rights within the Geelong Library & Heritage Centre to RK Catering. The Hirer shall use the caterer for all catering services within the Geelong Library and Heritage Centre as per the conditions set out in the catering agreement.

### 8. Decorations

- (i) The hire of confetti, streamers or similar articles of decoration or is prohibited.
- (ii) No cello tape, blue TAC, pins etc. are to be attached to painted surfaces or panels.
- (iii) No open flame (including candles and incense), kerosene or spirit type lamps shall be used in any part of the building.
- (iv) No fireworks, pyrotechnic devices or any like material is permitted in the building.
- (v) 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.

### 9. Fire & Health Regulations

- (i) The use of portable cooking appliances, BBQ's and LPG powered equipment is strictly forbidden within the GLHC building.
- (ii) As per Item 7 (ii) no open flame, including candles and incense, kerosene or spirit type lamps shall be used in any part of GLHC.
- (iii) As per Item 7 (iii) no fireworks, pyrotechnic devices or any like material is permitted in GLHC.
- (iv) As per Item 16, GRLC is a smoke free venue and as such no smoking is permitted in any area of GLHC, this includes all balconies.
- (v) 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.
- (vi) Fire extinguishers are not to be relocated or obscured.
- (vii) 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.
- (viii) All hirers will abide by the GLHC Emergency Procedures Clause

### 10. Behaviour

- (i) The Hirer is responsible for the full observance of public decency whilst at GLHC
- (ii) The Hirer should not allow any activity or lewd behaviour, which could offend standards of public decency. Standards of public decency



will be deemed to be offended, if the elements of any offence under Section 17 of the Summary Offences Act exist.

(iii) No spitting, obscene or insulting language or disorderly behaviour shall be permitted in any part of GLHC and Management reserves the right to refuse admission to any person/s or to remove from GLHC, any person/s doing such things as are prohibited by this clause.

(iv) GLHC is used as an exhibition venue. The work on display is to be treated with respect at all times.

(v) The Hirer must observe any directions or instructions given by GRLC Management.

#### 11. Occupational Health & Safety

(i) Hirers must provide GRLC with a completed Safe Work Method Statement:

(ii) 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 GLHC no smoking policy
6. Ensure walkways are clear of obstructions
7. No use of open flame is permitted within the building
8. Maintain safe storage of items remaining in GLHC
9. Know the location of Emergency Exits and GLHC's Emergency Evacuation Procedure
10. Maintain an awareness of any hazards present in each area and the necessary precautions or control measures.

#### 12. Animals

(i) No animals shall be allowed in GLHC without the written consent of GLHC Venue Hire Team, who may impose such conditions as they see fit.

(ii) This condition does not apply to guide dogs or assistant dogs under the control of person or trainers.

#### 13. Free Access

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

#### 14. Damage

(i) 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.

(ii) Any damage to the building, furniture or equipment shall be reported at 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.

#### 15. 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

#### 16. 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 offence against such regulations shall be removed from the building.

#### 17. 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 indemnifies GRLC against any claim by any such person, firm or corporation in respect of such article or thing.

#### 18. 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.

#### 19. Equipment

(i) Permission to hire any electrical equipment other than that supplied with the Meeting Room must be in writing.

(ii) 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.

#### 20. General

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

#### 21. Non Smoking Provisions

Smoking is not permitted in any part of GLHC or within 4 metres of doorways, air intakes, or open. This includes balconies and any outdoor entertaining areas, just as the deck on Ground Floor.

#### 22. Set-up/Pack-up

Unless arrangements have been previously made to engage GRLC staff to carry out this work, the Hirers has 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.

#### 23. 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 rehire any future application to hire the room by the Hirers.

#### 24. Permits

(i) Liquor: Our in-house caterer holds the liquor license for GLHC and as such all requests and service must be administered through the in-house caterer.

(ii) Performing Rights: The Hirers hereby indemnifies GRLC against any claim for breach of copyright.



25. 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.

26. Management of Facility

- (i) 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.
- (ii) 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). The Hirer shall be responsible for any costs involved in such attendance.
- (iii) 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.
- (iv) If Security Staff or Crowd Controllers are required, they must be in attendance at GLHC from commencement to the end of the function.
- (v) If a Hirer fails to adhere to these Conditions, GRLC has the right to cancel the function.

27. 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 Executive Manager authorised by the Chief Executive Officer shall be final and conclusive.

28. Insurance

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 Hirers agrees to indemnify GRLC to the extent that such policies are affected through any such act of commission or omission. The Hirers shall at the time of making a booking also arrange appropriate Public Liability Insurance Cover a copy of the Certificate of Currency must be provided with the Booking Form. Applicants that Hire a GRLC controlled venue must either:

- (a) Provide evidence (Except State Schools who hire or Hire GRLC's facilities for functions as a Hirers) that they have current Public Liability Insurance cover for not less than \$10 million, for Death or Personal Injury, Loss or Damage to Property. A Certificate of Currency of the applicants policy stating the level of cover and any exclusion must be proved to GRLC as part of their application to Hire, **or**,
- (b) Pay a premium in addition to the Hire fee to GRLC for Public Liability Insurance cover for \$10 million, for death or Personal Injury, Loss or Damage to Property, occurring during the period of insurance. This will be advised on application. The Hirers (the insured) shall bear the first \$250 per claim arising out of any one occurrence. The policy specifically excludes participation risk involving sporting activities and rides. All accidents and/or incidents, which may result in a claim being made under this insurance policy, must be reported to the Manager Corporate and Customer Services within two (2) days of the incident.

Community groups that do not have their own public liability insurance who book the meeting rooms on an **ad-hoc, basis only** will be covered under GRLC Community Liability for a limited number of bookings per annum. If a community group books GRLC meeting rooms more than 6 times per annum they will be deemed to be regular hirers and requested to provide a Certificate of Currency.

29. Indemnity

The Hirers 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 Hirers or any guest or invitee of the Hirers, or any person entering onto the premises during the period of the Hire, and the Hirers 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

30. Hirer's Responsibilities

It is the Hirer's sole responsibility to:

- 1. Have made a reasonable enquiry as to the suitability of the venue for Hire for the proposed function or hire, i.e. capacity, equipment
- 2. Remain on the premises whilst visitors/patrons are in the
- 3. be responsible for orderly conduct and safety of patrons
- 4. Maintain the premises in a clean and safe condition for the duration of the term of Hire
- 5. Supervise all people at the event and using the facilities at all times

31.0 Emergency Information

31.1 GLHC Emergency Procedures

**OUT OF HOURS NUMBERS:**

<b>Police/Fire/Ambulance</b>	<b>000</b>
<b>On Call Duty Officer (out of hours)</b>	<b>0418 932 248</b>
<b>CoGG Facilities Maintenance</b>	<b>52725272</b>

31.2 Hirer Responsibilities:

- (a) A familiarisation/induction of emergency evacuation procedures will be given to prior to an event commencing, please allow approximately 15 minutes for this induction.
- (b) All emergency exit doorways and passage ways should be clear at all times.
- (c) It is the responsibility of each group hiring GLHC to ensure that **all** members are aware of the emergency procedures detailed in this clause.
- (d) Each group **MUST** nominate a member responsible for ensuring that the appropriate procedures are followed in the event of an emergency situation. **NOTE:** Some groups may require more than one nominated person for bookings falling over several different days
- (d) 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.



Information will not be disclosed except as requested by law and in particular will not be disclosed to others for marketing purposes.

31.3 Emergency Alarm & Evacuation:

- All hirers must evacuate the building on alarm sounding
- 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** on the **Corner of Fenwick and Lt. Malop Streets** and ensure that the group stays together. **Do not re-enter the building for any reason unless instructed to do so by Emergency Services.**
- GLHC Staff will act as Fire Wardens and assist with the evacuation procedure.

31.4 Emergency Alarm & Evacuation cont'd.

- 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 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.

31.5 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 extinguishers locations are marked on the Emergency Evacuation Maps located on each floor of GLHC.
- **Notify the venue hire staff**
- If necessary follow the **emergency evacuation procedures**
- The **Nominated Member** should ensure that their group remains calm and assist with evacuation.

31.6 First Aid

- First Aid Kits are located on each floor of the GLHC building. Venue Hire Staff will point these out to you during your familiarisation/induction. **A defibrillator** is located on Level 3 lift lobby.
- If further medical assistance is required dial **000** and remain with the injured person. **Notify venue hire staff immediately.**
- Communicate all appropriate information to **GLHC Staff** or **Emergency Services Staff**

32. 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.

33. Privacy

The personal information requested on booking forms is for the Hire of GRLC venues. The personal information will be hired 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 hiring of GRLC venues. The

34. Commercial Filming

Any commercial filming at the Geelong Library & Heritage Centre 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.