

## **Creative Library**

### **Terms & Conditions of Hire**

The following terms and conditions apply to using the Creative Library at Manly outside its normal opening hours. These conditions are to ensure the safety and security of everyone using the library.

#### **Our Child Safety Commitment**

Northern Beaches Council is committed to safeguarding children and young people, and we adopt preventative and responsive systems and practices to protect children and young people from harm and abuse. Northern Beaches Council acknowledges that protecting the safety of children and young people is a whole of community responsibility and is everyone's business.

#### **Authorised Hirers**

Hirers who are over the age of 18 and have:

- requested in to use the Creative Library outside normal opening hours for approved purposes,
- completed a building and safety induction, and
- agreed to the conditions of use as outlined in this document.

#### **Normal opening hours**

- The Creative Library is available for bookings seven days a week from when the library opens. After-hours use can be arranged.

#### **1 General Conditions of Use**

- 1.1. The Terms and Conditions of Hire provides a framework for the use of the Creative Library during unstaffed hours.
- 1.2. It is the authorised hirer's responsibility to ensure that the Library is safe and secure. For after-hours emergencies such as power failure, blocked plumbing etc., authorised hirers are to phone Northern Beaches Council's 24-hour number 1300 434 434. An emergency callout fee may be applicable if the call out is due to the authorised hirer's actions.
- 1.3. The authorised hirer undertakes that in connection with the use or occupation of the premises the authorised hirer will not permit anything to be done which is disorderly, offensive or illegal.
- 1.4. No animals are permitted in Council buildings, other than assistance animals or official animals of the NSW Police.
- 1.5. Manly Library is multipurpose, and the Library Service cannot guarantee a certain noise level. Noise may be generated from authorised members' activities and tradespeople occasionally.
- 1.6. The conditions of use can change at any time without notice.

- 1.7. The hiring is personal to the hirer. It cannot be assigned in whole or in part. This means that you cannot impart your responsibilities on to other parties or sub-hire to others.
- 1.8. Cash or valuables should not be held on the premises.
- 1.9. It is the responsibility of the hirer to ensure the health and safety of any and all persons in attendance.
- 1.10. It is the hirer's responsibility to allow access to facilities such as toilets or the library space only for people attending the activity.
- 1.11. Council can enter the Creative Library at any time without notice if required for general maintenance and inspections.
- 1.12. The Creative Library must be left clean, neat and tidy. Do not leave food wrappers or drink containers in the Creative Library, please use the bin provided. There are cleaning products, a broom and mop provided in the storage cupboards if needed. An extra cleaning charge may apply if the space is not left in a reasonable condition.

## **2 Period of Hire/After-hours Access**

- 2.1. The Creative Library is available only from the booked commencement time of hire and for the duration of the hire period.
- 2.2. After-hours use is between closing time and 10pm. Please be considerate of neighbours when entering and leaving the premises.
- 2.3. To access the library outside of normal opening hours, hirers need to have an approved booking, complete a building & safety induction and agree to the conditions of hire. Keys may only be collected on the day of hire.
- 2.4. After-hours access is granted for the approved hire period, after which any swipe passes/access keys must be returned to the library either through the return chute or in person the following day.
- 2.5. Authorised hirers need to use the provided swipe pass/access key to gain access to the library outside of normal opening hours. If you have trouble using your swipe pass or key, please consult a staff member during standard opening hours or send your enquiry to [creative.library@northernbeaches.nsw.gov.au](mailto:creative.library@northernbeaches.nsw.gov.au).
- 2.6. All children under the age of 16 years must be always accompanied and supervised by an authorised hirer.
- 2.7. Lost swipe passes/access keys are to be reported to [creative.library@northernbeaches.nsw.gov.au](mailto:creative.library@northernbeaches.nsw.gov.au) as soon as possible.
- 2.8. At times the library may be booked for events in other areas of the library.

## **3 Fees and Payment**

- 3.1. All fees and charges quoted are those that apply at the time of booking but may be varied at any time as Council sees fit. Fees and charges are determined annually by Northern Beaches Council and put on public exhibition for consultation.
- 3.2. For a full list of library current fees and charges visit [www.northernbeaches.nsw.gov.au/library](http://www.northernbeaches.nsw.gov.au/library)

- 3.3. Payment is required prior to commencement of use of the space. Late payment may result in cancellation of the booking.
- 3.4. An emergency call out fee may be applicable if the call out is due to the hirer's actions.
- 3.5. The booking officers can only accept credit card and EFTPOS payments in person, cash is not accepted. Please do not send credit card information to the booking officers or any other Council employee by email.

#### **4 Cancellation Information and Fees**

- 4.1. Hirers must give the booking officer 48 hours' notice in writing of cancellation of bookings. Cancellation of a room booking within 48 hours will incur a fee of \$30 per booking.
- 4.2. Council reserves the right to cancel bookings where circumstances warrant. These may include but are not limited to emergency situations and adverse environmental/weather conditions and major renovation.

#### **5 Bookings**

- 5.1. Hirers must state precisely the type of activity to take place and use the Creative Library for that purpose consistent with the aim of the premises and for no other.
- 5.2. The Creative Library Booking Officer should be informed immediately in writing of any changes to booking information such as times, contacts, address for invoice etc.

#### **6 Termination of After-hours Use**

- 6.1. Failure to comply with any of these conditions will result in any future bookings being cancelled.

#### **7 Marketing and Advertising**

- 7.1. It is the primary responsibility of the hirer to promote and advertise their activities and services. Northern Beaches Libraries cannot promote non-library events.

#### **8 Public Liability Insurance and Indemnity**

- 8.1. Those hiring a room for commercial or profit-making use or purposes will need to have public liability coverage of \$20M in place for the event they are conducting. An insurance certificate of currency confirming such coverage is required to be provided to Council at least seven (7) days prior to the event.
- 8.2. Council has limited casual hirer's liability insurance coverage in place for those hiring a room for non-commercial or not-for-profit use or purposes, but this coverage does not extend to sporting bodies, clubs, associations, corporations or incorporated bodies. Public liability coverage may be required by Council where the event is considered to be a high risk activity or is otherwise outside of the casual hirer's liability insurance coverage which Council has in place.
- 8.3. It is the hirer's responsibility to ensure that artworks or any equipment or other items used or brought in for the event are suitably insured. Council's insurance does not extend to artworks or to any equipment or other items of the hirer.

## **9 Prohibited Items/Activity**

- 9.1. Council policy prohibits smoking or vaping in all Council facilities or within 10 metres of entrances.
- 9.2. Consumption of alcohol is not permitted in the Creative Library at any time.
- 9.3. Open flames/candles, fireworks, flammable or combustible liquids, toxic or corrosive chemicals of any kind, kerosene or spirit-type lamps are not permitted.
- 9.4. Only water soluble paints and materials can be used in the space. No art materials that give off fumes are allowed in the space.

## **10 Emergencies**

- 10.1. The authorised hirer must familiarise themselves with the emergency procedures for the premises. Authorised hirers are responsible for evacuating the premises in the case of an emergency. Emergency procedures and floor plans are posted throughout the library. Authorised hirers should take note of their nearest emergency exits.
- 10.2. In an emergency, always call 000. In the case of a false alarm, authorised hirers are responsible for the full cost of any emergency services callouts.
- 10.3. Emergency exit – in the case of an emergency open the nearest exit door. Warning – the alarm will sound and security will be notified. Use the exit in emergency situations only.
- 10.4. The authorised hirer must take direction from Library Staff in the case of an emergency when such staff is present.
- 10.5. The authorised hirer must ensure that all exit doors and access to fire equipment are kept clear.
- 10.6. The authorised hirer is responsible for ensuring that firefighting equipment is not discharged, used or interfered with for any reason other than its designated purpose. The Library Service must be notified as soon as possible if equipment has been used for any purpose.
- 10.7. If an emergency arises after hours, such as a power failure, blocked plumbing, etc., please phone Council's 24 hour number 1300 434 434.

## **11 Safety**

- 11.1. Authorised hirers are to consider safe practices at all times during their use of the Library.
- 11.2. The hirer should provide their own first aid kit.

## **12 Security and Damage/Loss of Property**

- 12.1. Before leaving the premises hirers must check that entrance doors are secure upon leaving the building. If you have problems locking the building, telephone the Booking Office during business hours or 1300 434 434 after hours.
- 12.2. The hirer is responsible for the full replacement cost of any damage or breakages to the building, its fittings, and contents including artworks on exhibition and grounds that take place within their hire period. Any damage must be immediately reported to the Booking Officer.

- 12.3. The hirer is responsible for reporting any damages, breakages to the building, its fittings, contents and grounds which exist at the commencement of the hire period.
- 12.4. The hirer is responsible for reporting health and safety hazards.
- 12.5. Council does not accept responsibility for the loss or damage of hirer's property. Any equipment, property or art work left in the Creative Library, is left at the hirer's own risk.

**13 Conduct**

- 13.1. Hirers must always respect other Library users and not participate in behaviour or conduct likely to interfere with the comfort or convenience of others.
- 13.2. The library aims to be a safe and healthy environment:
  - Be mindful and respectful of others
  - Disruptive behaviour and excessive noise are not acceptable in any space in the library. Activities at the Creative Library should not overly impact on local residents/businesses or other library users.
- 13.3. If commercial recorded music is used in the Creative Library by the hirer it is the responsibility of the hirer to comply with all copyright and APRA requirements.
- 13.4. All music or amplified sound must cease at 10pm and comply with environment regulations.

**14 Furniture and Equipment**

- 14.1. Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their hire period.
- 14.2. All electrical equipment brought in by hirers must be tested and tagged by a qualified electrician. This is a Council regulation and any items left in the Creative Library untagged will be removed.
- 14.3. It is the hirer's responsibility to ensure that all furniture and equipment brought in externally for a function/ activity is removed at the end of the hire period. Failure to remove such equipment may result in the levying of a further fee.
- 14.4. If equipment, furniture or art are left at the Creative Library after the hire period, Council reserves the right to remove them, and if not claimed, to dispose of them.

I, ..... (full name)

Agree to the above conditions of use and accept the responsibility of after hour access to the Creative Library.

Signature ..... Date .....