



Terms and conditions of hire

Cardwell Library's meeting rooms

Accessibility

- All meeting rooms have disabled access and disabled amenities.
- Only accredited *assistance animals* trained to assist disabled persons will be permitted

Alcohol

- The library meeting rooms are not licenced venues. The consumption of liquor on the premises is forbidden unless the Hirer seeks prior approval from Cassowary Coast Regional Council's Chief Executive Officer.

Availability

- The meeting rooms at Cardwell are available during library hours.
- After-hours access to meeting rooms at Cardwell is available by arrangement – keys must be collected during business hours prior to the event - See section on **Keys**.
 - After-hours access to the Cardwell meeting rooms is via the main foyer

Bookings

- Bookings must be made by completing the application for room hire form, available by contacting the Cardwell Library on 07 4043 9111 or enquiries@cassowarycoast.qld.gov.au.
- The person completing the booking form, and whose signature appears on the form, is subject to the conditions of hire and must be over 18 years of age.
- Council reserves the right to accept, refuse or cancel any booking.

Cancellations by the hirer

- All cancellations of bookings must be in writing and sent to PO Box 887 Innisfail QLD 4860 or to enquiries@cassowarycoast.qld.gov.au.
- Half of the full hire fees will be payable to Cassowary Coast Regional Council if notice of cancellation is 24 hours or less prior to the date of the hire.
- Booking cancellation refunds will be made via cheque or EFT transfer within thirty (30) working days to either the nominated bank account details or Hirer's postal address provided on the 'Confirmation Booking' form.

Cancellations of bookings by Council

- Council may cancel the booking by written notice to the Hirer if:
 - Council becomes aware that the event, goods or services proposed to be held, or provided by the Hirer are objectionable, dangerous, infringes any copyright, is prohibited by law, or would be detrimental to council.
 - Repairs or alterations to the room are required.
 - The hire fees have not been paid or completed booking forms not lodged, within the allocated timeframe.
 - Venue is required for Council activities
- In the event of any emergency, council may cancel the booking without notice.
- The Hirer agrees, under the conditions of hire, to accept cancellations as above, and waives the right to make any claim by law or in equity, for loss or damage in consequence thereof. If council cancels the booking without fault of the Hirer, then council will refund any amounts paid by the Hirer.

Catering

- Kitchenette facilities are available.
- Users are to provide their own supply of tea, coffee, milk etc. Catering is not provided by Council.
- A fridge is available for cold storage during booking period; all food provided by Hirer must be removed from fridge on departure.

- Crockery and cutlery is available for use by the Hirer; all crockery and cutlery must be washed and returned to storage prior to departure.

Child protection requirements

- Hirers whose activities include children less than 18 years of age must comply with current legislation regarding Working with Children, including blue card requirements and risk assessments, unless the child's parents are on the premises. Refer to www.ccypcg.qld.gov.au for further information.

Consideration of other users

- Users of the meeting rooms must not interfere with the comfort and convenience of other users:
 - Users must turn mobile phones to silent upon entry to the meeting room area and must leave any occupied room when taking or making a call.
 - Users must not walk through a room that is occupied by another booking.
 - Users must not remove equipment from a room that has not been booked by the Hirer.

Damage

- If any floors, walls, windows or any other part of buildings or any fittings or furniture shall be broken, pierced by nails or screws, written on, or in any other way damaged, the Hirer shall accept full financial responsibility; except for normal wear and tear, to Council property.
- Any posters or pages must be adhered to the walls with Blu Tac only. No adhesive tape of any type is to be placed on the walls, fixtures, fittings or artwork. Blu Tac residue must be completely removed.
- All damages are to be reported immediately. During business hours all damages are to be reported to library staff. Outside business hours all damages are to be reported to Council's After Hours service 1300 763 903.

Determination

- If the Hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the premises and the Hirer shall immediately vacate the premises and any security deposit shall be forfeited to the Council.

Disputes

- In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the Council's Chief Executive Officer thereon shall be final and conclusive.

Emergencies

- There are no public phones available within the Libraries. For after-hours bookings, the Hirer should arrange access to a mobile phone in case of life threatening or medical emergencies, in which case the Hirer must telephone '000' for assistance.

Hire fees

- Hire fees shall be in accordance with the 'Hire Fees Schedule' (*Refer Annexure B*) and will be payable within two (2) working days from Council confirming booking, unless a purchase order is supplied.
- Non payment of hire fees will result in the cancellation of the booking.

Hire period

- The hire period should include sufficient time to allow set up and cleaning before and after the event. This is to ensure that next Hirer gains access to the venue at their booked time.
- All events must be finalised within the hire period and where after hours access has not been arranged, additional after hour charges will apply if rooms are not vacated by close of business Monday to Saturday.

Indemnity

- The Hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

Insurance

- The Hirer should hold a minimum \$20,000,000 Public Liability Insurance cover for the Hire Period, and be able to produce a current insurance certificate for inspection by Cassowary Coast Regional Council, unless the Hirer meets the specifications for Casual Hirer Coverage.
- Casual Hirer Coverage is restricted to Hirers who can be described as non-commercial, not incorporated, not for profit and irregular users of Council facilities - hiring Council facilities for no more than a total of ten (10) days over a twelve (12) month period.

Information technology

- There is no Information Technology (IT) support on premises. IT equipment is regularly maintained; and where necessary repaired, by Council's IT section, however, Council can not guarantee IT equipment within the library will be functional at the time of booking nor can it guarantee IT support will be available should IT failure occur during the booking period.
- If your activity involves using information technology Council strongly recommends the Hirer develop a contingency plan for the possibility of IT equipment failure during their booking period.
- In the event of IT failure during business hours, the Hirer is to contact Library staff, who will endeavour to seek IT assistance.
- In the event of IT failure after business hours the Hirer is to fill out the 'Library Meeting Room Fault Notification' form. *Refer Annexure C for Fault Notification form*

Keys

- After hours key is to be picked up no earlier than the day before the booking at the Cardwell branch during opening hours.
- The Hirer must sign for the key before the key can be handed over.
- The Hirer must return the key to the library within two working days after the end of their booking. Upon returning key the Hirer should sign they have returned key.
- Any Cardwell Library key that is lost is to be reported immediately to Council on 1300 763 903.
- The Cardwell Library is keyed to a master security key system. Keys not returned or lost keys will be considered a security breach. If keys are not returned or assumed lost the Hirer shall be liable for the cost of replacing the master security key system for the Library.

Limit of hire

- Hirers that are granted permission to use the facility shall not assign or sublet the right of use to any person, organisation or body.
- The Hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law/By-law or regulations made there under, and shall be liable for any breach of such Acts, Local Laws/By-laws or Regulations. All other Statutory Rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being, in force must be complied with by the users of the meeting rooms.
- Any officer or employee of the Council whom the Council's Chief Executive Officer may appoint shall at all times be entitled to free access to any and every part of the building during the booking / hire period.
- These conditions of hire do not assign the regular Hirer exclusive use of the venue. From time to time regular hirer's bookings may be cancelled or room changed, to allow other groups or significant 'one off' events access to the venue. As much notice will be given as possible, should cancellation of a regular booking be required.
- The right conferred on the Booking Person or Hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular Hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

Maintenance Issues

- For non life threatening building related maintenance issues the Hirer is to fill out the 'Library Meeting Room Fault Notification' form. *Refer Annexure C for Fault Notification form*

Noise

- Every endeavour must be made to contain noise and music at a level that does not interfere with other library users.

Parking

- On site disabled parking is available and two (2) hour street parking is available.

Privacy

- Council collects the information on the Booking Confirmation Sheet for the purpose of registering the booking. The personal information included on this form will only be used to communicate with the applicant.
- Failure to provide this personal information may result in the application not being processed.
- The Cassowary Coast Regional Council advises information will not be disclosed by Council except as required by law and in particular, will not be disclosed to others for marketing purposes.

Safety and responsibility (risk management)

- All emergency services representatives and relevant council employees have the right to access any or all parts of the venue at any time.
- The signing of the booking form is on the basis that the Hirer accepts full responsibility for ensuring the safety of the users of the room.
- Users must be advised of the exit routes throughout the building shown on the evacuation map in each room.
- All exit doors must be kept clear and ready for use as escape doors in case of alarm when all persons must be evacuated in an orderly manner to the designated assembly area.
- At no time does council accept any responsibility for security/control or safety of the Hirers' property. Hirers must secure their own property to all foreseeable risks. This includes damage and loss of their property.
- Any electrical wiring, leads and plugs used in the facility must comply with the relevant Australian Standards.

Security

- Unless building is otherwise occupied, the Hirer at the end of the booking shall ensure all external doors to the library are locked.
- Any such breach of this condition resulting in a criminal act to or within the library will deem the Hirer responsible for the replacement of any missing items and/or damage to the library due to the failure of securing building.

Set up and delivery

- All deliveries to the meeting room must be arranged with Library staff prior to the event, and clearly marked with the name and date of the event.
- All items brought onto the premises by the Hirer must be removed by the end of the booking, unless stored on the premises as agreed by Library staff. The ownership of any property stored on site by the Hirer should be clearly marked.

Smoking

- Smoking is prohibited in all Council buildings, sheds and structures and within four (4) meters of any entrance or opening of council buildings, sheds or structures including roof line.

Booking Application Form
Fault Notification Form

ANNEXURE A
ANNEXURE C

Hire Fees Schedule
Inspection Record

ANNEXURE B
ANNEXURE D



Cassowary Coast Regional Council

Application to use Cardwell Library Meeting Rooms

Booking Procedure Responsibilities

- 1. Booking Person or Hirer:** - Must read attached 'Terms and Conditions of Use'. Complete this form and fax to Cardwell Library on (07 4066 8070 or email to cardwelllibrary@ccrc.qld.gov.au
- 2. Library:** Check availability, complete booking confirmation and book facility and fax/email back booking confirmation to Booking Person or Hirer.
- 3. Booking Person or Hirer:** Upon receipt of booking confirmation from Library, provide to the **Nominated Responsible Person (N R P)** for the day of booking, the 'Terms and Conditions of Use' to read (i.e. if NRP is different to Booking Person or Hirer).
- 4. Booking Person or Hirer:** Upon receipt of booking confirmation from Library (or tax invoice, if requested), arrange payment of hire fee.
- 5. N R P** on the day before booking: Pick up keys from Cardwell Library. If the day before the booking is not a working day, pick up key on last working day before booking.
- 6. N R P** on the day: Ensure all patrons attending booking adhere to 'Terms and Conditions of Use'
- 7. N R P** on the day: If faults found while on the premises, complete Fault Notification Form and forward to Cardwell Library via fax or email.
- 8. N R P or Booking Person or Hirer:** Return keys card to Cardwell Library staff during opening hours or via after hours return chute located adjacent to main Library entry for after-hours bookings.

THIS FORM CAN ONLY BE COMPLETED BY THE PERSON WHO WILL BE RESPONSIBLE FOR PAYMENT OF THE ACCOUNT.

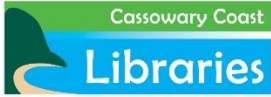
Section A - Booking Details	Booking Person or Hirer to complete	
Name		
Organisation (if applicable)		
Position (if applicable)		
Postal Address		
Email Address		
Phone:		Fax:
Bank details	BSB:	Acct. No.:
Booking Event/Title		
Purpose of Booking: training course, meeting, etc.		
Hire Date/s and Times	> <i>One off meeting</i> <input type="checkbox"/> Day of week _____ Access Time _____ to Exit Time _____ Date / /	
	> <i>Periodic meeting</i> <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Other <input type="checkbox"/> _____ Day of week _____ Access Time _____ to Exit Time _____ First meeting / / Last meeting / /	
Multi Day Events	If you plan to run your event over multiple days, please provide details of the dates and any varying times:	

Anticipated Attendees	No:	Children <input type="checkbox"/> Youth <input type="checkbox"/> Adults <input type="checkbox"/> Seniors <input type="checkbox"/>
	<i>Please tick all relevant types of attendees expected</i>	
Requirement/s	<input type="checkbox"/> Carpeted meeting room	<input type="checkbox"/> Non-carpeted meeting room
	<input type="checkbox"/> Both meeting rooms	
PLEASE NOTE:	<i>Meeting rooms open into each other and the full room may be booked, if required.</i>	
Nominated Responsible Person (NRP) on the day:	Name:	Phone:
	Email:	
Are you a sporting body, Club, association, corporation or incorporated body?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Is the venue being used for a commercial or profit making purpose?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Will you be hiring the venue more than 10 times this calendar year?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If you answered yes to any of the above questions, Public Liability Insurance is required. Please see 'Terms and Conditions of Use'.		

Section B - Payment of Hire Fees		Booking Person or Hirer to complete
The hire fees will be noted on the bottom of this form as part of the confirmation of booking. Once confirmation of booking has been received please present the completed form along with payment to the Library (4 Balliol Street, Cardwell) from Monday to Friday. Cash or cheque payments or EFTPOS/credit card payments are accepted. A receipt for monies paid will be provided.		
A 1% surcharge applies to all credit card payments.		
If an invoice is required, please supply a Purchase Order Number. Payment should be made on receipt of invoice.	Purchase Order Number:	

Section C - Declaration		Booking Person or Hirer to complete
I, _____ declare that		
a) all information supplied in this application is true and correct;		
b) I have read the Meeting Room Terms and Conditions and agree to abide by them; and		
c) I shall ensure the Nominated Responsible Person (NRP) for the day of the booking reads the 'Terms and Conditions of Use' and understands they will be responsible for patrons using the facility adhering to those conditions.		
Signature:	Date:	

Section D - Booking Confirmation		Innisfail Library staff to complete
Once completed, this document will form part of the booking / hiring contract for these meeting rooms.		
User Category:: 1. No fee (Council/Library) <input type="checkbox"/> 2. Concession (Volunteer-run) <input type="checkbox"/> 3. Full fee (All others) <input type="checkbox"/>		
Booking confirmed: Yes / No, reason: _____		
Booking entered in booking system: Yes / No		
Contact Person: Cardwell Library Ph: 07 4043 9110 Date: ___/___/___ Signature _____		
OFFICE USE ONLY:		
Hire Fee PJ-100233-8900-41170 [FLibraryCwlMeetingRo] Half days booked: _____ x = \$ _____ TOTAL \$ _____		
Full days booked: _____ x = \$ _____ TOTAL \$ _____		
Request for Invoice submitted: Yes / No		
Payment received: Yes / No		



Council will use any personal information provided for the intended purpose only and for remaining in contact with you. Council is authorised to collect this information in accordance with the *Local Government Act 2009* and other Local Government Acts. Your personal information is only accessed by persons authorised to do so.

HIRE FEES SCHEDULE

ANNEXURE B

Category 1 events - No fee - Council and Library specific

Category 2 events - Concession fees - Volunteer based or for community good

Category 3 events - Full fee - All others

Full Meeting Room – up to 20-30 people

Full Session (8 hours)	\$160.00
Half Session (4 hours)	\$100.00
Function (includes setup prior and clean-up after)	\$200.00

Half Meeting Room – up to 10-15 people

Full Session (8 hours)	\$80.00
Half Session (4 hours)	\$50.00
Function (includes setup prior and clean-up after)	\$120.00



Cassowary Coast Regional Council

CARDWELL LIBRARY MEETING ROOMS

Fault Notification Form

It is deemed the responsibility of the Nominated Responsible Person to report all faults noticed at the facility during the booking period.

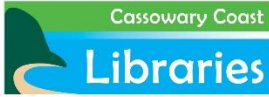
Name of Person Reporting Fault _____

Ph: _____ Email: _____ Date: __/__/__

FAULT DESCRIPTION

Once completed this form is to be forwarded to the relevant library via fax (07 4066 8070), email (enquiries@cassowarycoast.qld.gov.au) or in person (4 Balliol Street, Cardwell) for faults to be rectified.

Office use only Date fault form received at Cardwell Library:- Actioning Officer:- Date fault rectified:-



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ANNEXURE D



Cassowary Coast Regional Council

CARDWELL LIBRARY MEETING ROOMS

Inspection Record

The facility should be checked prior to use, to ensure that it is in a suitable condition for use, that all equipment to be used is stored correctly, and is available for use.

After the event, the facility should be checked again to verify compliance with the conditions of use, and to compile a record of the condition of the premises.

<u>Pre-event:</u>		Comments (if applicable)
Facility clean	Y / N	_____
Equipment stored correctly	Y / N	_____
Emergency exits clear	Y / N	_____
Fire fighting equipment in place	Y / N	_____
Safety instructions provided	Y / N	_____
Structural damage	Y / N	_____
Equipment loss or damage	Y / N	_____
Hirer satisfied premises suitable	Y / N	_____

Inspected by: _____ **Date:** _____

<u>Post-event:</u>		Comments (if applicable)
Facility clean	Y / N	_____
Equipment stored correctly	Y / N	_____
Emergency exits clear	Y / N	_____
Fire fighting equipment in place	Y / N	_____
Structural damage	Y / N	_____
Equipment loss or damage	Y / N	_____
Any incidents reported	Y / N	_____

Inspected by: _____ **Date:** _____