

## General Terms and Conditions of Hire

These Terms and Conditions of Hire represent the requirements of the City of Adelaide (the "Council") for Adelaide City Libraries Spaces ("Spaces") which are available for hire.

Hirers shall not permit any act, or anything, which may negatively impact the reputation of the Council. The Council must be informed of the purpose for which any area is to be used at the time the booking is made. The Council reserves the right to refuse any booking at its discretion.

Adelaide City Libraries ("the Space") covered by these terms and conditions are:

### City Library

Meeting Room One

Meeting Room Two

These rooms may be booked through the website

<https://www.cityofadelaide.com.au/community/library-services/book-a-library-space/>

### Hutt St Library

Conference Room

### Room Capacity and Room Hire Rates

Refer to <https://www.cityofadelaide.com.au/community/library-services/book-a-library-space/> or contact [citylibrary@cityofadelaide.com.au](mailto:citylibrary@cityofadelaide.com.au) or [hslibrary@cityofadelaide.com.au](mailto:hslibrary@cityofadelaide.com.au) for more information

### Confirmations

When the hirer requests a booking, Council will issue an acknowledgement email to the e-mail address supplied within 3 business days.

Clicking on the "I agree" button on the online booking form confirms acceptance of the Terms and Conditions of Hire.

Payment must be made within 2 business days of the acknowledgement email and at least 2 days prior to the room booking date unless mutually agreed otherwise. Hirers must also provide in this timeframe

- Current Certificate of Public Liability (if not supplied before) with Local Government listed as the interested party
- Full Name and business activity of the organization
- Any other requested documentation

Council will confirm the room booking application upon its approval of the booking.

Please note that all booking requests must be made at least 5 business days before the intended date of booking.

### **Cancellations**

In the event a hirer cancels a confirmed booking, all monies paid in advance will be refunded except when the cancellation is made within 48 hours of the room booking, in which case all monies will be retained as a cancellation fee.

Also if the cancellation is made with 48 hours of the meeting, Council reserves the right to refuse any future bookings at the City Libraries for a period of up to three months at its discretion.

### **Recurring/Block Bookings**

Recurring/block bookings will be assessed at the discretion of the Adelaide City Libraries. Bookings may be made 1 month in advance but only for 4 hours per week maximum.

### **Additional Charges**

Additional charges may apply at Council's discretion, for example if

- Activities extend beyond the times specified.
- The Space or equipment is stolen or damaged
- Additional cleaning is required
- Additional staff are required
- Additional security is required
- Spaces are booked outside standard room booking hours

### **Hire Fees**

All fees and charges for the use of the City Library spaces including room hire and equipment are reviewed and set annually by Council in line with the running costs of the Adelaide City Libraries. Refer to <https://www.cityofadelaide.com.au/library-spaces> for more information about specific fees and charges.

### **Payment**

Payment may be made by credit card, cash or cheque (payable to City of Adelaide)

## **Keys**

For after hours and weekend events at the Hutt St Library, hirers must obtain a key and security card for access to the building during business hours and ensure the return of the key and card the next business day following the function.

In the event the hirer loses the key or security card the cost of re-keying the building will be borne by the hirer. Hirers are advised that the cost of re-keying the building is approximately three hundred dollars.

## **Security**

If the hiring space is at the Hutt St library the hirer is responsible for securing the premises and ensuring that all lights and appliances are turned off and all external doors are locked.

In the event the hirer does not properly secure the building any costs to recover security call out charges, repair to damage or replacement of stolen items will be borne by the hirer.

## **Noise Levels**

Noise levels should be kept to an acceptable level and other people in the Centre or residing nearby must be considered at all times. No additional sound amplification equipment is to be utilised whatsoever unless with prior approval that is clearly recorded on your Booking Confirmation. Please supervise children at all times.

## **Damage to Building & Equipment**

The hirer is responsible for any damage or loss to the Adelaide City Libraries spaces, equipment or collection that may occur while the Adelaide City Libraries spaces are under hire.

## **Emergency Response Plan**

Hirers are advised to have an emergency response plan, for their own and their members' or participants' safety and protection, including contact details of police, ambulance and metropolitan fire services. Groups should familiarise themselves with all exits and emergency evacuation procedures.

## **Use of Equipment**

The equipment available in each space is detailed on the booking request form, City of Adelaide website <https://www.cityofadelaide.com.au/library-spaces> or on request by contacting [citylibrary@cityofadelaide.com.au](mailto:citylibrary@cityofadelaide.com.au) or [hslibrary@cityofadelaide.com.au](mailto:hslibrary@cityofadelaide.com.au). Additional equipment may be brought in at the cost of the hirer and at the discretion of the Adelaide City Libraries.

Hirers are required to supply their own stationery and consumables, including pens, paper (eg butcher's paper) and whiteboard markers.

## **Room Set Ups and Furniture**

Rooms will be set up in a standard meeting configuration unless mutually agreed by the Adelaide City Libraries and Hirer. The hirer has options available to request a particular room setup when completing the room request form. It is the responsibility of the Hirer to return the spaces to their standard configuration after use. Movable and Operable Walls are to be moved by Adelaide City Libraries staff only.

## **Catering**

External catering may be brought into the Adelaide City Libraries at the discretion of the Adelaide City Libraries and at the cost of the Hirer. Sinks are available at the City Library.

A kitchenette is available at Hutt St Library and is equipped with a sink, microwave and fridge.

Crockery, cutlery and glassware are also available at Hutt St Library.

If the kitchenette is to be used during the function the following guidelines are to be followed

- The kitchen is to left in a clean and tidy state.
- All benchtops and surfaces are to be wiped down after use.
- All dishes must be washed, dried and returned to the area they were removed from or placed in dishwasher and dishwasher turned on.
- The Hirer must remove all rubbish exceeding one kitchen bin immediately following the function.
- Food scraps are to be disposed of appropriately.

## **Liquor Licence**

If alcohol is to be consumed on the premises, it is to be negotiated with the Council. If the Council is in agreeance, a Liquor License from the Office of the Liquor Licensing must be obtained by the Hirer and must be submitted to Council prior to the function.

## **Displays, Signage and Decorations**

Prior approval of by the Adelaide City Libraries is required before the Hirer affixes any item to any surface of the rooms.

## **Deliveries, Storage and Removal**

The Adelaide City Libraries may offer storage facilities at the Adelaide City Libraries discretion. The Council will not accept liability for any damage or loss to goods left or stored in the Adelaide City Libraries prior to, during or after an event.

## **Smoking**

The Council has a Smoke Free Policy. Smoking is not permitted inside any Library Centre or within 5 metres of any entry/exit.

## **Parking**

All parking is to be in accordance with the relevant by-laws and road rules.

## **Prohibitions**

The following items are prohibited from use in the Adelaide City Libraries

- Flammable liquids or other dangerous substances
- Live ammunition, gunpowder or fireworks, smoke machines or dry ice machines
- Illegal substances

**Disclaimer**

The Council, its employees, officers and/or agents, accepts no liability relating to the hiring of the Adelaide City Libraries. The responsibility for any personal items, equipment or any other item remains the responsibility of the Hirer.

**Indemnity**

The Hirer must indemnify the Council against any liability, loss, claim or proceedings arising under any statute or at common law in respect of any injury, loss or damage to property, real or personal, or in respect of personal injury to, or death of, any person, arising out of or in connection with the use or hire of the Adelaide City Libraries Centres.

**Insurance**

The Council reserves the right to determine if the Hirer must effect and maintain for the period of the hire, a policy of insurance for public liability with a sum insured not less than Twenty Million Dollars (\$20,000,000) in respect of any one claim.

The Hirer is required to produce Certificates of Currency to Council to confirm the booking and the City of Adelaide must be listed as an interested party in the Hirer's insurance certificate of currency.

The Hirer must immediately notify the relevant insurer and/or the Council in writing of any occurrences or accident likely to give rise to a claim under the insurance policy and thereafter give all information and assistance as may be reasonably practicable in all the circumstances and give to the Council a statutory declaration as to any matters connected with such occurrence or accident.