

Citylibraries Public Meeting Room Terms and Conditions

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Townsville Citylibraries provides a range of meeting rooms to facilitate the use of the library by the community.

Townsville Citylibraries provides meeting rooms for both periodic and non-periodic users. Fees and charges and terms and conditions are set by Townsville City Council (Council) and vary depending on:

- Who is using the meeting room (i.e. community group, not-for-profit organisation (incorporated association), business, educational group, internal Council or private user)?
- What the meeting room is being used for i.e. commercial Use or non-commercial use?

Provision of the meeting room is also subject to the suitability or nature of the event and availability of spaces.

The Citylibraries Procedure generally guides and informs its Terms and Conditions and can be read on Council's public website.

1. Definitions

Term	Definition
Bookable	The booking system used by Council to manage the bookings of the public meeting rooms.
Business	The Hirer is a registered business.
Commercial Use	The Hirer is: (a) a business; or (b) a community group that charges a fee for commercial gain to attend the workshop, function or activity being held in the meeting room.
Community Group	The Hirer is group of people who come together out of mutual benefit and interest.
Educational Group	The Hirer is a group with a focus on education.
Guest	A Private User who has not registered for a Bookable account, but can still access some meeting rooms.
Hirer	The community group, not-for-profit organisation (incorporated association), educational group, business or private user booking the meeting room.
Meeting Rooms	Rooms that are available for booking or hire. Fees and charges vary depending on the size and type of meeting room, the length of time being booked and the type of Hirer.
Non-Commercial Use	The Hirer: (a) charges no fees or minimal fees for its service and the service is of direct benefit to the community, for example, not-for-profit and incorporated community groups such as U3A, NQ Scale Model Club or NQ Herb Society. Proof will be required; or (b) a Private User or community group of individuals who hire the venue for a social activity (please note Townsville Citylibraries

Term	Definition
	cannot accommodate parties or functions such as birthdays, baby showers, etc.).
Non-Periodic Hire	Where the meeting room is booked on a once off basis or on an ad-hoc basis.
Not-For-Profit Organisation	Means an organisation whose contribution states that any profits or surpluses must be used to further the objectives of the organisation rather than benefit an individual. A registered non-profit organisation is incorporated under the <i>Corporations Act 2001</i> (Cth), or the <i>Associations Incorporation Act 1981</i> (Qld).
Periodic Hire	Where the meeting room is booked on a regular basis (i.e. weekly, fortnightly or monthly bookings).
Private User	An individual who has registered for a Bookable account and is verified.
Workers	Includes employees, contractors, volunteers and all others who perform work on behalf of Council.

2. Disclaimer

The Hirer indemnifies Council and accepts all liability for damage and loss caused to the property/venue by the Hirer, including but not limited to any fixture, fitting, equipment or other property of Council located in or around the property/venue during the booking period (including access provided prior to and after the booking period) and any contractors, servants, workmen or any person obtaining access to the property/venue for or on behalf of the Hirer. The Hirer will be responsible for all costs of any rectification works required to the property/venue or replacement costs of the damaged property save for any right to contribution to the costs arising from loss and damage that is attributable to negligence on the part of Council.

If any part of the meeting room is damaged as a result of the Hirer's use of the property/venue during the booking period, upon identification of the damage Council will notify the Hirer of such damage, together with details of damage and a quote or tax invoice, within 14 days from completion of the Hirer's use of the property/venue. The Hirer will pay the reasonable costs of rectifying such damage within 30 days of receipt of quote or tax invoice.

If the Hirer fails to reimburse Council for any such damage or loss, Council is entitled to recover such loss as a liquidated debt from the Hirer. The production of an invoice or invoices for the rectification works or replacement of property is agreed proof of the minimum amount of Council's loss between the parties.

Neither Council nor Workers will be liable to the Hirer or any other person for any loss or damage sustained by the Hirer or any persons attending the property/venue, whether invited by the Hirer or not during the booking period.

3. Insurance

The Hirer is responsible for their own insurance cover (such as public liability, property insurance for their own property whether it is stored at the property/venue, volunteer insurance, and any other forms of insurance relevant to their activities).

Private Users and Community Groups who are not incorporated are not required to obtain insurance.

Not for profit, business and government hirers are required to have a Public Liability Insurance coverage of minimum \$20,000,000 (Certificate of Currency) together with a copy of the policy document which lists all exclusions. This must be provided to Council.

Where an event is open to the public, a copy of the Certificate of Currency for Public Liability is to be uploaded to Bookable before a booking will be confirmed.

4. Exclusion of Liability

Council will not be responsible for any loss or damage caused directly or indirectly by any fault in or failure of electricity supply, lighting, heating, electronic equipment or any loss or injury to any person no matter how it arises, except to the extent that the loss or damage has been caused by the wilful act of Council. Neither Council nor Workers will be liable to the Hirer or any other person for any loss or damage sustained by the Hirer or any persons involved in or attending the booking/s.

5. Bookings

All bookings are subject to availability and approval by Council.

Hirers are required to register for a Bookable account. Verification of the account must occur before a booking can be made. Verification of an account can take up to three days.

Once the Hirer's account has been verified, they can apply for the hire of a meeting room using the online booking system, Bookable.

Bookings will be assessed by a Townsville Citylibraries Booking Officer. In the interest of maintaining consistent, fair, and equitable venue hire processes, when assessing applications, the Townsville Citylibraries Booking Officer may consider the Hirer's previous usage of Townsville Citylibraries spaces. All Hirers are required to agree to the hire conditions at the time of booking. To book, visit Townsville City Council's website, register for a Bookable account and fill out the request online.

All bookings are considered tentative until confirmation is received.

Confirmation of bookings will not be made until the required documentation is uploaded to Bookable.

Tentative bookings without required documentation uploaded will be automatically cancelled 24 hours prior to the booking.

Hirers should include time for set up and pack up of the room in their booking time.

Hirers cannot enter the room before their booking period.

6. Payment

All fees and charges must be paid in full at the time of booking.

Where full payment of all fees and charges is not received within 24 hours prior to the booking, the booking will be cancelled.

Hirers who fall 30 days in financial arrears may have access to the booked location removed resulting in a lock out.

Hirers who fall 90 days in financial arrears will have access removed resulting in a lock out, and all future bookings cancelled.

Council may at any time in its absolute discretion, refuse admission to or direct any person to leave property/venue.

7. Cancellations and Refunds

All cancellations must be made at least 48 hours in advance of the booking date to receive a full refund to the charged credit card.

Cancellations made after this will be subject to the full fee.

In the event Council cancels the booking due to the reasons below, a full refund will be provided.

8. Cancellation by Council

Council reserves the right to refuse or cancel any bookings if the Terms and Conditions are breached. This includes, but is not limited to:

- Provision of false or misleading information
- Equipment or services held or provided by the Hirer are inappropriate, objectionable, dangerous, prohibited by law or are detrimental to the community and or Council or any condition outlined in these Terms and Conditions
- Adequate evidence of insurance coverage (where applicable), has not been provided
- Repairs to the property
- Electrical security or failure
- Health and Safety
- Emergency
- Any other reason Council deems necessary.

Council will not be liable for loss, damage or injury suffered by the Hirer by reason of the unavailability of the property/venue, except for refunding in full to the Hirer any fees paid for the cancelled booking. The Hirer HEREBY AGREES to accept the same and to be held to have consented to such cancellation and to have no claim at law or equity for any loss or damage as a consequence of the cancellation.

9. Disputes

If any dispute arises between the Hirer and Council in relation to the intended use or purpose booking, the dispute will be referred to the Coordinator Library Operations and Resources.

10. Hiring Purpose

Subject to confirmation of booking and payment by the Hirer (if required), Council will hire the meeting room specified to the Hirer for the purpose and time specified on correspondence issued by Council. The Hirer must not use the property for any purpose other than that stated in correspondence issued by Council.

11. Permits, Licenses and Approvals

The Hirer is responsible for the conduct of all patrons, contractors, and organisers in attendance at the property/venue.

The purpose of the hire must be lawful and conducted in a manner that does not disrupt any member of the community.

Approval and additional documentation may be required for some bookings.

The Hirer agrees to adhere to all current legislation, both State and Federal, relating to the running of their event.

12. Council Regulations

Alcohol is not permitted in Townsville Citylibraries Meeting Rooms.

Smoking or vaping is not permitted in any part of the property/venue or within five metres of a doorway.

- The Hirer is responsible for ensuring that the relevant laws related to smoking are adhered to.
- For further information, see www.qld.gov.au/health/staying-healthy/atods/smoking/laws

Organisations may not sell any unauthorised goods, foodstuffs, drinks or services.

No unauthorised posters or advertising material may be affixed to the walls, windows or to any surrounds of the library building.

13. Damage & Bonds

All incidents, problems, damage or faulty equipment, must be reported to library Workers or in writing.

All damage caused to the property/venue by the Hirer will be charged to the Hirer.

14. Waste & Clean Up

The Hirer is responsible for leaving the meeting room clean and tidy and returned to its original state. This includes:

- Setting up of the room.
- Kitchen surfaces, cupboards & appliances.
- Floors.
- Rooms are to be returned to the state in which it was found, including Chairs & tables to be cleaned and rubbish removed to the external bins. There are rubbish facilities onsite in designated external rubbish areas.
- All waste including food scraps must be placed in the external rubbish bins.
- Food is not to be left in the fridge, unless arranged with the Coordinator, Library Operations and Resources.
- The bins are not to be left open or overflowing. Excess rubbish must be taken away by the Hirer.

Should the kitchen and meeting room be left in an untidy and unclean state, the room will be cleaned at the expense of the Hirer.

15. Occupational Health and Safety Standards

Hirers are to be responsible that their activities do not breach any Occupational Health and Safety Standards. As a user of this building, Hirers automatically accept a moral and financial obligation to their fellow users and building Workers to see that operations under your care, custody or control are carried out in an efficient and safe manner.

It is a requirement under the *Workplace, Health and Safety Act 2011* that **FIRE EXITS** be kept clear of obstacles at all times, and users of the room are **NOT** to place tables or chairs **within 900mm of any fire exit**.

16. Emergency Evacuation Procedures

It is the Hirer's responsibility to ensure meeting room participants are informed of emergency evacuation procedures and comply as necessary.

17. Furniture, Equipment and Technology

The library will not provide any additional furniture to that which is already in the room, for use in the meeting room. The person or group may provide additional furniture if they wish.

The library does not supply stationery requirements such as whiteboard pens etc. This is the responsibility of the Hirer.

The library does not supply cables to connect to technology. This is the responsibility of the Hirer.

Details about the furniture, equipment and technology requirements for each meeting room is detailed in the Townsville Citylibraries Public Meeting Rooms Procedure.

18. Breach of Terms and Conditions

Council reserves the right to terminate a booking and all future bookings (if any) if any of the Terms and Conditions are breached.