

Griffith City Library Room Hire Agreement

Special circumstances during COVID-19

The hirer must comply with Griffith City Library's COVID Safety Plan, Conditions of Entry, and Visitor Code of Conduct Policy.

1. DEFINITIONS

In these conditions, unless inconsistent with the text or the subject matter, the following definitions shall apply:

Child Safety Law means the *Child Protection (Working with Children) Act 2012 (NSW)*, *Child Protection (Working with Children) Regulation 2013 (NSW)*, *Children's Guardian Act 2019 (NSW)*, and any other child protection law that applies to the Hirer, the Booking or the Permitted Use being carried out at the Venue.

Council means Griffith City Council.

GCL means Griffith City Library.

General Manager shall have the meaning ascribed in the Local Government Act, 1993.

Hirer means the person, corporation, business or association making the application for hire.

Library means Griffith City Library.

Selected Room means the indicated room on the booking form with the choice of either:

- Multipurpose Room – seats approx. 40 theatre style or 20 meeting room style
- Study room – seats approx. 4

2. APPLICATION

a) Application (online) for the use of the selected room shall be made to the Griffith City Library upon the link supplied, shall be signed by the applicant, shall state the purpose for the hours during which the selected room is required and shall contain the applicant's undertaking to comply with these conditions, and;

b) Where the application is made on behalf of an organisation or body of persons, the applicant shall state the name of such organisation and the authority of the applicant for making such application.

3. CONFIRMATION OF BOOKINGS

A booking shall only be confirmed via a confirmation email after the lodging of the online Application & Agreement for Hire form.

4. CANCELLATION OF BOOKING DATES

All cancellations shall be advised to Library in writing (email preferred) within 2 days (48 hrs) of the booking.

5. VARIATION IN CHARGES

Griffith City Library reserves the right to vary the fees and charges, as set out in the online Application, and to change these conditions at any time without notice.

6. LIMIT OF HIRING

The hirer shall only be entitled to the use of the particular part or parts of GCL hired, and shall vacate punctually at the time specified.

7. ACCESS

Entrance to the building will be through the front doors facing Banna Avenue.

The rooms are only available for booking and use during Library opening hours which are:

Monday, Tuesday, Wednesday, Friday	9am – 5:30pm
Thursday	9am – 7pm
Saturday	9am – 4pm

8. DAMAGE

- a) The floors, walls or any other part of the GCL or any fittings or furniture, including projector, Smartboard, tables, chairs, crockery, cutlery, urns etc. shall not be broken, pierced by any nails or screws or any such matter, or in any other way damaged. The hirer shall be responsible for making good any damage.
- b) If the hirer fails, neglects or refuses to make good or repair any damage for which he/she is responsible under these Hire Conditions, the Library may make good and repair any damages. The Hirer shall pay the Library upon demand, all sums of money reasonably incurred by the Library in so doing.

9. CLEANLINESS

All areas of the hired room, including the multipurpose room kitchenette, are to be left in a clean and tidy state. If the hirer refuses, fails or neglects to leave the premises in a satisfactory condition or desires the cleaning to be the responsibility of the Library, a private contractor shall be hired and any charge imposed shall be paid by the hirer.

10. SMOKE FREE ZONE

Smoking is not permitted inside or within 10 metres of GCL.

11. THEFT

Neither the Council, Library, nor its employees will be liable for any loss or damage sustained by the hirer or any persons, firms or corporations entrusting to or supplying any article or thing being lost, damaged or stolen unless such loss, damage or theft is caused by the act or omission of the Council, Library or its employees. The hirer hereby indemnifies the GCL against any claim by any such person, firm or corporation in respect of such article or thing except where such loss, damage or theft is caused by the act or omissions of the Council, Library or its employees.

12. INSURANCE

The hirer shall not do or neglect to do or permit to be done or left undone anything which will affect the Library's insurance policy or policies relative to the fire and public risk in connection with the building and the hirer hereby agrees to indemnify the Library to the extent that such policies are affected through any such act or commission or omission.

13. INDEMNITY

The hirer indemnifies the Library from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending and settling any action or claim) in respect of loss of, loss of use of, or damage to property of Griffith City Library; or personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property; resulting from or by reason of anything done or omitted to be done by the Hirer arising out of your activities undertaken at or near Council's facility. Your liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

14. DISPUTES

In the event of any disputes or difference arising as to the interpretation of these conditions or of any matter contained therein, the decision of the General Manager thereon shall be final and conclusive.

15. LIQUOR

Griffith City Library is not licensed to serve alcohol during business hours. Alcohol may not be consumed on the premises during business hours.

16. COMPLIANCE WITH FIRE REGULATIONS

The hirer shall comply with all directions given by any competent authority including the Chief Officer of the Fire Brigade and any person holding a like appointment in any way relating to the conduct of the venue and shall comply with all rules, regulations and directions with regard to fire precautions.

17. COMPLIANCE WITH CHILD SAFETY LAW

The hirer shall comply with all obligations under Child Safety Law, where applicable.

Any services, activities or other operations being conducted or delivered by the hirer at the venue are delivered independently and not on behalf of, or as agent for, the Library.

The hirer is solely responsible for determining its obligations under Child Safety Law with respect to the venue, the permitted use, its booking and any associated services, activities or other operations and in this regard the hirer must:

- a) Contact NSW Police on '000' if a child is in immediate danger of abuse or harm as described in Child Safety Law;
- b) Contact the NSW Child Protection Helpline on '132 111' to report a child at risk of significant harm, where required under Child Safety Law;
- c) Notify Council of any child safety incident occurring at the venue or the centre and cooperate with Council for any complaints and investigations relating to such incident; and
- d) Promptly advise Council if any circumstances change which might prevent or limit the hirer from undertaking child-related work or complying with Child Safety Law;
- e) Provide evidence to Council of compliance with this clause if requested.

18. HIRE SUBJECT TO CONDITIONS

Any engagement of any kind of the room's accessory thereto, shall be subject to these conditions, and the hirer shall be deemed to be aware of all such conditions.