# Rooms and Spaces MyALL 107, Dalby

## **Terms and Conditions of Use**

The rooms and spaces in MyALL 107 are available for use to commercial, not-for-profit and private groups.

#### **Booking Arrangements**

All bookings shall be made with Dalby Library Staff by email at <u>dalby.library@wdrc.qld.gov.au</u>, by telephone on 07 4679 4474 or online at <u>http://westerndownslibraries.com/room-booking-form/</u>.

Bookings are not firm until you receive a confirmation email or other notification from Libraries and any applicable fees are paid in advance.

Should you wish to cancel the booking after it has been confirmed, please notify us immediately via email at <u>dalby.library@wdrc.qld.gov.au</u> or telephone on 07 4679 4474. All cancellations must be advised minimum of 48 hours prior to the event date. If cancelled after the 48 hours prior to the event, no refund on any applicable fees will be allowed.

The contact/booking liaison person booking the event has to have the authority to make application for the event booking on behalf of the hirer/company/organisation.

The hirer must agree to be responsible for ensuring that all individuals or groups using the premises in association with the application shall comply with the terms and conditions of hire.

If applicable, key/s shall be collected from Dalby Library staff during opening hours on the day of the function or the day before the function. Opening hours are Monday – Friday 10am – 5pm, Saturday 10am – 12.30pm. Please allow time for a 10-minute site induction at time of key collection.

## Obligations after use

If keys are issued they must be returned to Dalby Library staff during opening hours on the day of the function, unless other arrangements are made.

At the completion of each function, any furniture used belonging to the facility is to be stored neatly in the location it was found.

The user will be responsible for:

- Following all conditions as outlined in the booking hire terms and conditions
- Providing any specific equipment or furniture requirements, set up and clean up requirements
- Supply of all of own beverages, food, crockery, cutlery, glassware etc.

Cleaning needs to be completed prior to vacating the venue. An Exit Checklist needs to be completed and returned to Dalby Library staff immediately after use or as soon as practicable.

If the venue is not left in a satisfactory manner, a cleaning fee may be applied.



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## 1. USE OF THE VENUE

The user is to ensure that nothing is permitted which is disorderly or unlawful in connection with the use of the venue.

The user shall, while on the premises, abide by the directives of Western Downs Regional Council staff.

The user is responsible for the behaviour of those in attendance during the period of use.

Council reserves the right to ban and/or have any person/group removed from the premises where that person/group has, or is likely to cause injury/damage to other persons or property.

The user may have access to the venue prior to the booked period on consultation with Dalby Library staff. Consideration must be shown to other users of the facility when MyALL 107 is open to the public.

The space is to be ready for lock-up and vacated 10-minutes before closing time of the Dalby Library. There is no expectation that Council staff will remain after business hours to lock up due to event going over hire period.

It is the obligation of the hirer to ensure patrons and attendees are aware of the emergency evacuation requirements and assembly points.

## 2. OBSERVANCE OF VENUE HIRE PERIOD

The hirer shall not use the hired facility for anything other than the nominated event. They must limit their activities to the specific areas identified in the Booking Form. Access to other areas not included in the hire is prohibited.

Strict event hire times are to be adhered to.

The venue must be vacated on or before the agreed time.

#### 3. CARE OF PREMISES

The venue and the facilities must be left in a clean and tidy condition. If venue is not returned in a clean and tidy manner, additional cleaning charges may be incurred.

The user is responsible for proper cleaning of kitchen areas, and for loss or damage to equipment and facilities, which are used by themselves or caterers, musicians, decorators, etc. contracted by the user.

All areas used are to be left as they are found.

Any equipment used is to be returned to its correct storage area, unless otherwise advised.

No adhesive tape or blue tack, nails, screws etc. are to be used on walls or structures.

All rubbish is to be removed and placed into the industrial bin supplied at the rear of the building.

#### 4. LICENSES AND REGULATIONS

Music and noise are to be restricted to a reasonable level. Music and noise will not be at a level which interferes with operations of MyALL 107 tenants.

The level of noise emissions from any band, orchestra, musical instrument, DJ, music playing device or activity within the facility shall not exceed normal background noise level when measured at the nearest boundary of any residential property.

Hirer is responsible for organizing any applicable licenses for food, liquor, performing rights, phonographic rights etc.

## 5. SMOKING

The facility has a no smoking policy. Smoking is not permitted in any area of MyALL 107.

#### 6. DAMAGES AND REPAIRS

The user will be responsible for any expenses in connection with repairs, security and improper use of safety equipment and / or extra cleaning which may become necessary as a consequence of the booking. Western Downs Regional Council reserves the right to determine the cost of any damages and / or extra



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cleaning necessary, above and outside that which is normally expected following usage of the room. Council reserves the right to bill the user for additional costs. All damages must be reported immediately to Council.

If damages are excessive and impacts on Council's insurance claim excess the hirer may be responsible for total compensation to cover costs to repair/replace.

## 7. INSURANCE

The user should have their own insurance for any items of value brought into the facility.

Commercial and Not-for-Profit hires must have and maintain during the term of the hire, public liability insurance policy to the minimum of \$20,000,000. Council is to be provided with a copy of the certificate of currency for this public liability policy.

Council will not be responsible for compensation for damage or theft of any property, personal items, or equipment associated with the event hire.

## 8. PROPERTY

Western Downs Regional Council is not responsible for any form of loss or damage arising from the use of the room (or other part of the facility) and from activities being held in Council's facilities. Council recommends appropriate security and indemnity measures be taken by the user or any person in the facility at the invitation of the user, in respect to any loss or damage.

The user is not permitted to remove or relocate any property or items in the facility not belonging to the user, without written consent from Council.

## 9. DECORATIONS

Decorations may only be put up with permission of Western Downs Regional Council staff. No screws, nails or other materials which may deface the walls or structures are permitted. No adhesive tape, blue-tak or other adhesive material can be applied to the walls.

## 10. SAFETY

No items shall be placed in front of or obstruct clear access to the fire exits or extinguishers. Obey directions of Dalby Library staff in regards to Occupational Health and Safety and in the event of an emergency. Electrical safety will be observed at all times.

## 11. CHILDREN

Children on the premises are to be supervised at all times by a responsible adult. Users must ensure that children are not placed at risk upon entering or leaving the venue or grounds.

## 12. ANIMALS

No pets or animals are allowed on the premises except registered guide, hearing or assistance dogs.

## 13. EQUIPMENT

The user is required to ensure that all facility equipment and / or furniture is cleaned and undamaged. Any damaged furniture and equipment must be reported immediately. Users not reporting damage or faults will be held responsible for the repair of the goods.

All electrical equipment brought into the facility must have a current test and tag certificate.

The user may have access to the venue prior to the booked period for the decoration of rooms in consultation with Dalby Library staff.

Western Downs Regional Council staff (including Dalby Library staff) are not responsible for setting up or packing up the room. All preparation and restoration of the areas used is the responsibility of the user.



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The user is not permitted to take into or use the following substances within the facility or grounds:

- Any type of firework or flammable substances;
- Any illicit drug or equipment; or
- Any chemical substance deemed toxic or dangerous.

## **16. UNCOLLECTED GOODS**

All items of property owned by the user must be removed from the venue before the agreed vacation time, unless special arrangements have been made with Dalby Library staff.

Goods not claimed within a reasonable amount of time will be disposed of, or delivered to Police.

The Hirer agrees that no compensation will be payable by the Council for any property or assets which have been disposed of.

## **17. BREACH OF CONDITIONS**

Western Downs Regional Council reserves the right at its sole discretion not to approve any application or to cancel the booking at any time for any breach of policy or procedure.

Failure to comply with the requirements set out in these conditions will be regarded as a breach of conditions of use, giving Council the right to sue for the recovery of any amount due and / or to cancel all or any such future booking.

## **18. EMERGENCY CONTACT DETAILS**

Emergencies or security breaches will be reported by the user immediately to the following:

Police	000
Fire	000
Ambulance	000
DSP Security	0400 011701
Western Downs Libraries	0429 066928



