# Room Hire Agreement Form

When not in use for Library programs or services, our meeting rooms and facilities are available for hire to the public. Hirers must meet the following criteria:

* Your meeting or event must be mainly educational, informational, cultural, social, or recreational in nature
* Bookings must be made using the Room Hire Agreement Form (this form)
* You must read and agree to the Terms and Conditions of Use contained in this form.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | YOUR details | | | | | |
| Name | | |  | | | |
| Address | | |  | | | |
| Suburb | | |  | | Postcode |  |
| Phone number | | |  | | | |
| Email address | | |  | | | |
| Please answer the following questions | | | | | | |
| Are you booking on behalf of an organisation? | | | | Yes No | | |
| **If yes:** | | Organisation name | |  | | |
| Is organisation not-for-profit? | | Yes  No | | |
| Do you have public liability insurance? | | | | Yes  No (Please see Terms and Conditions) | | |
| **If yes:** | | Please provide a copy of your certificate of currency | | | Attached | |
| If you are under 18 years of age, please nominate a contact person who is 18 years of age or over and will be present throughout the event. Email confirmation will be sent to this person. | | | | | | |
| Name | | |  | | | |
| Mobile number | | |  | | | |
| Email address | | |  | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | your event details | | | |
| Title of event | |  | | |
| Library location of event | |  | | |
| Date of booking | |  | | |
| Additional dates if required | |  | | |
| Event start time | |  | Event end time |  |
| Number of attendees | |  | Preferred room |  |
| Briefly describe what you are using the room for | |  | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | your event details (Continued) | | | |
| Are you serving alcohol? | | | Yes\*  No | |
| Will attendees be charged admission? | | | Yes\*  No | |
| Will items be offered for sale? | | | Yes\*  No | |
| \*If yes, signature of library manager or delegate required at Approval and Payment section. | | | | |
| Hire requirements (tick all that apply) | | | | |
| Chairs | | Number of chairs: | |  |
| Tables | | Number of tables: | |  |
| Audio-visual and IT equipment | | Please tell us your requirements: | |  |
| Use of kitchen | |  | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | signature of hirer | | | |
| Please read the Terms and Conditions section before signing. By signing below, you agree to the Terms and Conditions of hire. | | | | |
| Hirer name (please print) | |  | | |
| Hirer signature | |  | Date |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | libraries tasmania Staff use only | | | |
| **Fees** | | | | |
| Room hire | | $ | | |
| Audio visual + IT equipment | | $ | | |
| Costs for facilities use outside of site opening hours (for example, security or library staff) | | $ | | |
| Other (please specify) | | $ | | |
| **Total due** | | $ | | |
| **Payment method:** | | Cash  Cheque Credit Card  Invoice to be sent | | |
| **Approvals** | | | | |
| Risk assessment | | Low  Medium  High | | |
| Library manager or delegate approval required? (see Event Details section) | | Yes  No | | |
| COVID19 Safety Checklist completed if required | | Yes  No | | |
| Library manager or delegate name | |  | | |
| Signature of library manager or delegate (if applicable) | |  | | |
| Staff member name (please print) | |  | | |
| Staff member signature | |  | Date |  |

## Terms and Conditions of Use

Libraries Tasmania meeting rooms and facilities use

Libraries Tasmania promotes lifelong learning opportunities in welcoming and supportive environments. As part of the Department of Education, Libraries Tasmania’s libraries serve as community hubs and are designed to provide increased access to education and training. We support community learning and community activities by providing meeting rooms and facilities at affordable cost.

**In this document, ‘You’ or ‘Your’ refers to the Hirer and ‘We’ or ‘Our’ refers to Libraries Tasmania.**

### Bookings and payment

1. You must pay the hire fee at the time of booking.
2. A community rate applies if the Hirer is a not-for-profit individual, group or organisation, or a body incorporated under the *Associations Incorporation Act 1964*. You may be asked to provide proof of not-for-profit status.
3. A commercial rate applies if the Hirer is a for-profit individual, group or organisation.
4. The library manager must approve a booking in advance if admission is to be charged to attendees, alcohol is to be served, or items are offered for sale. Alcohol must not be served to people under the age of 18 years. Any required permits or licenses and all associated risks will be the responsibility of the Hirer.
5. You agree to pay any costs associated with the use of facilities outside site opening hours. This may include our staff or security services required onsite.
6. If you go over your booking time beyond the library’s opening hours, you may be billed for our staff attendance or any security services.

### Cancellations

1. We reserve priority use of our facilities and in rare instances may cancel a scheduled booking.
2. We reserve the right to cancel a booking if the intended use conflicts with these Conditions of Use. The library manager or delegate is the final authority in granting or refusing permission for the use of meeting rooms
3. You should notify the library as soon as possible if you need to cancel or reschedule your booking. Hire fees are non-refundable if cancellation notice is received less than 48 hours before the event.

### Facilities and equipment

1. Access to kitchen facilities is included where these facilities are available. You must provide your own supplies (tea, coffee, milk, sugar, etc).
2. Tables and chairs are available at no additional cost. Set-up is the responsibility of the Hirer. You must return furniture and equipment to its original location at the end of the hire period.
3. You must leave the room clean and tidy and report any damage or spills to the library manager. You will be charged the cost of additional cleaning or repairs to damage resulting from the use.
4. You must return keys promptly and securely. You will be required to meet any costs incurred if keys are lost or building security is compromised.
5. If the site does not have wireless internet access, you may be able to hire a networked Libraries Tasmania computer. We accept no responsibility for internet accessibility or liability for your equipment.
6. You are responsible for relevant licences to cover use of recorded music and songs, films, and television broadcasts in our facilities. Information and licences are available from:

[**Australasian Performing Right Association (APRA)**](http://www.apra-amcos.com.au/default.aspx)02 9935 7900; [apra@apra.com.au](javascript:sendEmail('6731%206719%205363%206662%206710%205363%203939%205363%206662%206710%205363%201102%20784%206342%203797%201102%205363%206642')), <http://www.apra-amcos.com.au>

[**Phonographic Performance Company of Australia Limited**](http://www.ppca.com.au/Contact/) **(PPCA)**02 8569 1100, [ppca.mail@ppca.com.au](mailto:ppca.mail@ppca.com.au), [www.ppca.com.au](http://www.ppca.com.au)

### Responsible and safe behaviour

1. You are responsible to ensure orderly behaviour and adequate supervision at the event. If noise or participant behaviour creates a problem to users, staff or neighbours, we reserve the right to call police and to immediately terminate the hire. Hire fees will not be refunded in this circumstance.
2. You may arrange your own event catering, however, kitchen facilities may be limited, may be shared with other users, and may be unavailable on occasions. You must ensure that kitchen facilities and all equipment are left clean and in good condition. You will be charged the cost for extra cleaning or replacement of equipment. It is your responsibility to ensure that caterers are aware of the Conditions of Use and that all catering arrangements comply with food safety regulations.
3. Smoking in any part of the library site, including the grounds, is prohibited.
4. If required you must complete a COVID-19 Safety Checklist and observe any health and safety restrictions and practices in effect at the time of room use.

### Insurance and liability

1. Hirers who are for-profit organisations must hold a policy of public liability insurance for at least $20,000,000 unless otherwise agreed in writing with the Executive Director, Libraries Tasmania.
2. If you are an individual or a community group or organisation (incorporated or unincorporated) not otherwise insured, the Department of Education provides legal liability insurance cover through its Community Insurance Scheme for hirers of its facilities. You are responsible for the excess of $500 that is attached to any claim.
3. You indemnify the Crown, the Minister for Education, the Secretary of the Department of Education, the Executive Director of Libraries Tasmania, and the Libraries Tasmania site against all present and future legal liability, claims or proceedings for:
4. personal injury to, or death of, a third party
5. either or both loss of, or damage to, property of a third party
6. financial loss of a third party

arising from, or attributable to, the Hirer’s occupation or use of the Facilities or the Hirer’s rights and entitlements under this Agreement.

1. The Hirer waives all present and future rights to claim against the Crown, the Ministers for Education, the Secretary of the Department of Education, the Executive Director of Libraries Tasmania and the Libraries Tasmania site for:
2. personal injury to, or death of, the Hirer
3. either or both loss of, or damage to, any of the Hirer’s property
4. financial loss to the Hirer.

arising from, or attributable to, the Hirer’s occupation or use of the Facilities.

1. The indemnities and waiver in clauses 22 and 23
2. do not extend to liability caused by the wrongful (including negligent) act or omission of the Crown in Right of Tasmania, The Minster for Education, the Secretary of the Department of Education, the Executive Director of Libraries Tasmania and the Libraries Tasmania site
3. are continuing obligations of the Hirer, separate and independent from any other obligations
4. survive the termination of this Agreement.
5. If the Hirer is an unincorporated association or other unincorporated body, the person signing this agreement is responsible for any costs or expenses associated with meeting the terms and conditions of hire.