

Yarra Plenty Regional Library

Venue Hire Agreement Casual and Regular Use

The terms and conditions set out in this document apply to the hire by any community group, business or individual entering into an agreement for the use of a Yarra Plenty Regional Library (YPRL) venue. All fees, charges and policies are set by YPRL.

Any breach of these conditions may affect the refund of the bond, insurance cover, and result in the Hirer being liable for any costs or expenses incurred resulting from such breach.



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Our venues with spaces for hire

- Ivanhoe Library and Cultural Hub
- Thomastown Library
- Watsonia Library
- Mill Park Library
- Diamond Valley Library

YPRL facilities and features

- Conference and community meeting spaces
- Theatrette
- Tables and chairs
- Heating/cooling
- Wireless internet
- Computer lab
- Maker Space
- AV (ceiling mounted projector and screen, microphone capability, television and Blu-ray/DVD player, speakers) available in some spaces
- Accessible bathrooms
- Café (available in some venues)
- Kitchens (in certain venues) – includes domestic size fridge, domestic electric oven with 4 burner hot plate, automatic boiling water *please note that if kitchen facilities are required by the Hirer own equipment is to be used.

Venue hire agreement

The YPRL Hire Agreement must be completed and signed prior to the booking. The person(s) signing the agreement must be over 18 years of age (photo ID will be requested). Where the Hirer intends to use a YPRL venue to provide programs/activities for people under the age of 18 years, the Hirer shall always provide sufficient and competent adult supervision and is responsible for all participants' behaviour.

On receipt of the security bond, acknowledgment of YPRL's terms and conditions and a completed online application a YPRL staff member will contact you regarding the status of your booking.

Casual Hire: The hire of a YPRL space for a single occasion or event Minimum charge of one (1) hours hire.

Regular Hire: The hire of a YPRL space for specified times and days on 40 occasions per calendar year or more.

PLEASE NOTE: No portion or portions of the facility are to be sub-let nor bookings transferred by the Hirer.



Fees and charges

For a complete list of fees and charges across all our venues, please visit: our [website](#).

Definitions – users and groups

Standard/Business:

- a) An individual or group of individuals who hire the venue for a social function (please note YPRL can't accommodate individual parties), or
- b) A registered business that hires the venue for commercial gain and provides a service of no direct benefit of the community, for example, business workshop or a sales seminar.

Community/Business: The Hirer charges fees for its service however there is a community benefit in such a service being provided, for example, Weight Watchers, martial arts, tutored groups, dance lessons, personal training etc. and not-for-profit organisations (proof may be required).

Community: The Hirer charges no fees or minimal fees for its service and the service is of direct benefit to the community, for example, incorporated community groups.

Senior: The Hirer is a Council recognised senior citizens group.

Bond pre-authorisation

All casual hirers are required to pay a bond via YPRL's online payment facility at the time of booking. The bond amount will temporarily reduce the available credit on your card for a minimum of 5 business days. Sufficient funds must be on the credit card for the pre-authorisation to process. If a bond is not pre-authorised, access to the venue will not be issued.

The bond credit card preauthorisation will act as security against loss, damage or additional charges that may be incurred from your event. If YPRL is required to claim against the bond, the whole bond amount will be 'captured', this is converted to a charge on your credit card. If the cost to YPRL is lower than the bond amount, the difference will be returned via EFT. This process will take a minimum of 4 weeks to be processed. An invoice will be issued to the Hirer if the cost of repair exceeds the bond.

For regular Hirers, the bond will be held, in trust, until the end of the Hire Period or earlier termination.

Payment options

Details for payment will be listed on your tax invoice. Payment options include credit card with Secure Pay and BPay.

*Please note if would like to book a space within 30-business days, full payment will need to be made in advance and via credit card.



Cancellation and refunds

Hirers must provide a minimum of 2-business days' notice in writing prior to the event to avoid forfeit of fees. YPRL reserves the right to cancel any booking if the venue is required for:

- YPRL and/or Council events
- Municipal, State or Federal elections
- National or regional emergency
- Emergency maintenance

YPRL will not be liable for any additional loss to the Hirer due to cancellation. A full refund for venue hire fees and bond will be returned to the Hirer.

Please see details relating to bond refunds and payments on page 4 of this document.

Termination

YPRL reserves the right to terminate a booking and expel the Hirer including the Hirer's invitees and guests due to any breach of YPRL's Terms and Conditions of Hire and/or misconduct by persons in the space at its sole discretion. If the booking is terminated, the hire fee and any bond will be forfeited. YPRL reserves the right to refuse to accept future bookings if the hire is terminated by the venue or if the Hirer breaches the terms and conditions or while any outstanding fees or charges are owed to YPRL.

To contact YPRL regarding any concerns regarding financial matters related to your hire of a YPRL space, please contact (03) 9408 7888 or accounts@yprl.vic.gov.au. Queries or concerns in writing can be directed to the library service's trading address: 6/1 Danaher Drive, South Morang VIC 3752 Australia.

Public liability insurance

The Hirer must, at all times during the hire period, be the holder of a current Public Liability Policy of Insurance ("The Public Liability Policy"), in respect of the activities conducted by the Hirer, in the name of the Hirer providing coverage for an amount of not less than **\$10,000,000**.

Casual Hirers from Community Organisations may be eligible to purchase public liability insurance through the venue's relevant Council. This option is not available to businesses, private groups, individuals, or regular bookings. To enquire please contact:

- **Banyule:** hallsandmeetingspaces@banyule.vic.gov.au (Ivanhoe Library and Cultural Hub, Watsonia Library)
- **Nillumbik:** Halls@nillumbik.vic.gov.au (Diamond Valley Library)
- **Whittlesea:** Hall.Bookings@whittlesea.vic.gov.au (Mill Park Library, Thomastown Library)

The Public Liability Policy must cover such risks and be subject only to such conditions and exclusions as are approved by YPRL and must extend to cover YPRL as principal in respect to claims for personal injury or property damage arising out of the negligence of the Contractor.

The Hirer must provide to YPRL a copy of a Certificate of Currency as evidence of appropriate public liability cover, preferably noting YPRL's interest, and covering the period of the hire.



The Hirer must provide copies of subsequent Certificates of Currency as proof of renewal of insurance cover during the hire period, preferably prior to the insurance renewal date.

Child Safe Policy

YPRL is committed to the safety and well-being of all children participating in programs and visiting our libraries. As a condition of this agreement the Hirer must ensure that it complies with the requirements as set within the Child Wellbeing and Safety Act 2005, Victorian Child Safe Standards and Reportable Conduct Scheme. The Hirer must immediately notify YPRL where it becomes aware of a breach of the Victorian Child Safe Standards and ensure that all their employees and volunteers apply for a Working with Children Check (WWCC) under the Working with Children Act 2005 (Vic) as required.

Booking period and priority hirers

YPRL spaces are intended to provide local community-based organisations or businesses, especially those with an educational, cultural or charitable focus, with a place to meet and conduct their business. Bookings can be made online via our [website](#) a maximum of 6-months in advance. Twice yearly there will be a 2-week priority booking window open to YPRL supported events, council events, community hirers and not for profit organisations. These dates will be advertised through our e-newsletter, website, social media channels and marketing materials.

Venue induction and room access

First time hirers are required to complete a short venue induction prior to their first booking. The time of the induction will be communicated once the booking is confirmed. If the Hirer requires the use of technical equipment i.e. data projection, then an audio-visual induction will also be required.

The Hirer must include set up and pack up time in room booking application. The Hirer must not access the space outside of the booking including for set up and pack up.

Specific information regarding after-hours key and swipe access will be provided to you upon booking a YPRL space.

Cleaning requirements

It is the responsibility of the Hirer to ensure the hired space is left in a clean and tidy state. Failure to do so will result in additional cleaning charges and/or suspension of future use of our venues.

Hirers are required to bring their own basic cleaning equipment e.g. garbage bags, sponges, surface sprays and tea towels.



Duties include

Surfaces: Wipe clean all surfaces and appliances e.g. tables, benches.

Furniture: Put away all furniture in an organised manner (same configuration as when you entered the space).

Floors: Any rubbish to be picked up and removed.

Foyer: Left in a clean and tidy state.

Lights: Turned off.

Speakers: Turned off.

Projector: Turned off and screen retracted.

Doors: Internal and external doors are locked (if after hours).

Additional charges

In the event of Hirer negligence, the following additional charges may apply:

Replacement of key/swipe..... \$150.00 (max)

After Hours Officer call out fee \$120.00

Fire Brigade attendance..... \$1000.00 (min)

Extra cleaning (if applicable) POA*

Damage to centre/furniture POA*

*Price on Application

A YPRL officer/contractor will assess the damage and repairs will only be completed by venue-approved contractors. YPRL reserves the right to recover the cost associated with the repair. These charges are final and non-negotiable.

Centre maintenance

In the event of emergency maintenance closures, hirers will receive verbal and written notice of cancellation of bookings during this period. YPRL will endeavour to assist groups to relocate to an alternative YPRL venue where possible. If no suitable alternate venue is possible, a full refund will be available to the Hirer.

First aid kits

The Hirer is responsible for ensuring a personal first aid kit is available during their booking. YPRL does not provide first aid equipment or supplies at the centre for hired venues.

Shared spaces

Due to there being multiple spaces for hire within our facilities, YPRL reserves the right to hire available spaces to various hirers at the same time. This may result in sharing of the foyer and bathrooms within the facility. It is the responsibility of every hirer to ensure these areas are always kept clean and accessible.



Outdoor spaces

Hirers wishing to use outdoor areas (including car parks) for activities during their allocated booking time, must contact the specific venue that they are hiring to discuss options open to them.

Car parking

YPRL venues have limited car spaces available to users. When hiring a space, please encourage your attendees to investigate alternative transport options.

Behaviour and acceptable use

No obscene or insulting language or disorderly behaviour shall be permitted. This includes any form of entertainment that may be considered lewd or inappropriate for a public place or that may offend or cause embarrassment to others. [YPRL's Responsible Conduct Policy](#) applies to all bookings.

Noise levels

During business hours, YPRL venues may be used by various stakeholders. Music and noise levels must be kept to a minimum. Hirers that do not comply with this condition may incur restrictions to their bookings or cancellation of future use. As the venues are near residential areas, please respect the local residents when leaving.

Animals

Animals (other than Assistance Animals) are not permitted in YPRL venues.

Alcohol

The Hirer must seek written approval from YPRL to consume alcohol at the venue. YPRL's CEO is responsible for the approval for the consumption of alcohol at the venue.

A liquor licence is not required unless alcoholic beverages are intended to be sold or raffled in the space.

Liquor cannot be sold or raffled without the prior written consent of YPRL or without the relevant licence being obtained from the Liquor Licensing Commission Victoria. Written approval from YPRL must be obtained prior to making application for a liquor licence. Conditions of any permission given and/or permit conditions must always be adhered to.

A copy of the liquor licence must be forwarded to YPRL for its records and a copy must always be prominently displayed in the hired space. For further information, please visit the Victorian Commission for Gambling and Liquor Regulation website <https://www.vcglr.vic.gov.au/>



Sale of food and alcohol

The Hirer must comply with the *Food Act 1984*. If the Hirer sells or intends to sell food, including alcohol, the Hirer must hold a current Food Act Registration Certificate. The Hirer must not sell unpackaged food without the prior written consent of YPRL. Consent will not be granted if the space hired does not comply with the requirements of the 'Guidelines for Food Premises Design and Equipment' based on the ANZFA Food Safety Standard 3.2.3.

A copy of the Food Act Registration Certificate must always be prominently displayed in the hired space.

External Catering and on-site Kitchens

All catering (including self-catering with kitchen use) is subject to approval and is to be arranged by the Hirer, please indicate if you intend to provide catering upon filling in your booking application. Community organisations may provide their own light catering upon request and approval by a YPRL staff member. All rubbish associated with catering needs to be removed from the venue by the Hirer at the completion of their booking. Some venues include tea and coffee making facilities (though all consumables must be provided by the Hirer); enquire with the specific venue regarding equipment availability. All items and personal effects must be removed by the Hirer at the completion of the booking.

Smoking

Smoking is strictly prohibited inside the venue and within four meters of the building.

Helium balloons and decorations

Helium balloons are strictly prohibited in YPRL venues. All property, decorations, catering appliances or fittings belonging to the Hirer must be removed by the end of your booking time. The floors, walls, curtains or any part of the hired space or any fittings or furniture must not be broken, pierced by nails or screws or in any other way damaged, the use of adhesive tape and Blu-Tack is prohibited. Suitable temporary wall fixing options for your decorations can be discussed with YPRL staff prior to your booking.

Equipment

YPRL takes no responsibility for property or equipment owned by the Hirer both during the hire period or for any stored items. The Hirer must take adequate precautions to ensure that any property or equipment is stored safely within the specified storage areas, in compliance with this agreement, and that any equipment, particularly electrical equipment, is adequately and properly maintained. Electrical equipment must comply with Occupational Health and Safety standards.

Fire alarms

YPRL venues are governed under regulations set out by the Metropolitan Fire Brigade (MFB) and/or the Country Fire Authority (CFA).



It is strictly prohibited to use any apparatus, which may cause a false fire alarm call out to either the MFB or CFA. This includes but is not limited to:

- Smoke, ice, fog or haze machines
- Sparklers or candles
- Steamers
- Cooking in a non-designated area
- Cooking without engaging the exhaust fan
- Smoking inside the building

It is compulsory for all fire alarm call outs to be attended and investigated. If the MFB or CFA determine an alarm is caused by Hirer negligence, you will be invoiced for the full amount charged (see table of additional charges on page 7).

Security and emergencies

Security: At the time of confirmation, YPRL may require that the Hirer provide external security for the booking and if required, the Hirer must comply with YPRL's requirements at its own cost.

Emergencies: The Hirer must be aware of all emergency procedures and nominate a person to oversee compliance with the emergency procedures in the event of an emergency. Further, all emergency exit doorways and passageways must always be clear and unobstructed.

Health and safety: The Hirer must be aware of all health and safety regulations as set by the [Victorian State Government](#) regarding Covid-19 procedures and be compliant with YPRL's [Covid safe operations](#).

If your booking time(s) fall outside of the YPRL venue's regular opening hours you will be required to complete a fire warden and evacuation induction.

After hours assistance

Please report any maintenance or security issues to the after-hours contact numbers below:

- **Banyule: 03 9490 4222** (Ivanhoe Library and Cultural Hub, Watsonia Library)
- **Nillumbik: 03 9483 8895** (Diamond Valley Library)
- **Whittlesea: 03 9217 2170** (Mill Park Library, Thomastown Library)

If you find any criminal activity or vandalism has occurred at the venue prior to or during your event (if outside of regular building hours), please contact the Police on 000 immediately. You are also required to report the findings to the after-hours number. If the after-hours officer is called to attend the venue due to hirer error e.g. centre alarm managed incorrectly, hirer negligence or an emergency/duress false alarm the hirer may be invoiced a fee of \$120.00 for each call out.

Indemnity

The Hirer indemnifies YPRL against responsibility for any accidents, loss, damage, expense or injury to participants, property or third parties.



Disclaimer

The Executive Manager of Public Participation may cancel any booking at the Venue at their discretion. The Executive Manager must provide the Hirer with seven days' notice and an explanation for the cancellation.

Privacy Statement

The personal information provided by you in the declaration is required for the purpose of booking a YPRL venue and will be protected in accordance with the provisions of the Privacy and Data Protection Act 2014 and [YPRL's Information Privacy Policy](#).