CREATIVE LIBRARY

Terms & Conditions of Hire

1. General
a) The hiring is personal to the hirer. It cannot be assigned in whole or in part. This means that you cannot impart your responsibilities on to other parties or sub-hire to others.

b) It is by the artist's own arrangement that any money transfer or selling of artworks on exhibition in the Creative Library is conducted between the artist and the buyer directly; Council does not take any responsibility.

c) Cash or valuables should not be held on the premises.

d) Council does not take any commission for the sale of any artworks on exhibition.

e) It is the responsibility of the hirer to ensure the health and safety of any and all persons in attendance.

f) It is the responsibility of the hirer to inspect the Creative Library and premises at the commencement of the hire period to ensure its condition is safe and fit for the purpose of the hire. Any issues should be reported to Council as soon as possible prior to its use.

g) The hirer must not remove or permit the removal of, any furniture, equipment or contents from the premises without the permission of Council.

h) It is the hirer's responsibility to allow access to facilities such as toilets or the library space only for people attending the activity.

i) No animals are permitted in Council premises, other than guide dogs for the visually impaired or registered companion animals and official animals of the NSW Police.

j) The hirer must respect the other users of the premises at all times.

k) Council can enter the Creative Library if required for general maintenance and inspections at any time without notice.

l) The Creative Library must be kept in a clean and tidy state at all times and comply with WH&S regulations.

2. Period of Hire
a) The Creative Library is available only from the booked commencement time of hire and for the duration of the hire period.

3. Public Liability Insurance and Indemnity
a) Those hiring a room for commercial or profit-making use or purposes will need to have public liability coverage of $20M in place for the event they are conducting. An insurance certificate of currency confirming such coverage is required to be provided to Council at least seven (7) days prior to the event.

b) Council has limited casual hirer's liability insurance coverage in place for those hiring a room for non-commercial or not-for-profit use or purposes, but this coverage does not extend to sporting bodies, clubs, associations, corporations or incorporated bodies. Public liability coverage may be required by Council where the event is considered to be a high risk activity or is otherwise outside of the casual hirer's liability insurance coverage which Council has in place.

c) It is the hirer's responsibility to ensure that artworks or any equipment or other items used or brought in for the event are suitably insured. Council's insurance does not extend to artworks or to any equipment or other items of the hirer.

4. Fees and Payment

a) All fees and charges quoted are those that apply at the time of booking but may be varied at any time as Council sees fit. Fees and charges are normally determined annually by Northern Beaches Council and put on public exhibition for consultation.

b) For a full list of library current fees and charges visit www.northernbeaches.nsw.gov.au/library

c) Payment is required prior to commencement of use of the space. Late payment may result in cancellation of the booking.

d) An extra charge for litter bins/rubbish collection per bin may apply if additional bins are required for high waste activities. If additional cleaning is required after vacating the Creative Library, the cleaning charge per hour per cleaner will be charged. The cleaner is not responsible for tidying.

e) An emergency call out fee may be applicable if the call out is due to the hirer's actions.

f) The booking officers can only accept credit card and EFTPOS payments in person, cash is not accepted. Please do not send credit card information to the booking officers or any other Council employee by email.

5. Cancellation Information and Fees

a) Hirers must give the booking officer 7 days' notice in writing of cancellation of bookings. Cancellation of a room booking within 48 hours will incur a fee of $30 per booking.

b) Council reserves the right to cancel bookings where circumstances warrant. These may include but are not limited to emergency situations and adverse environmental / weather conditions, major renovation. Council will attempt to provide alternate facilities, if the alternate offerings are not suitable the booking fee will be refunded.

6. Bookings

a) Hirers must state precisely the type of activity to take place and use the Creative Library for that purpose consistent with the aim of the premises and for no other.

b) The Creative Library Booking Officer should be informed immediately in writing of any changes to booking information such as times, contacts, address for invoice etc.

7. Prohibited Items

a) Barbeques, candles/open flames and fireworks are not permitted.

b) Only water soluble paints and materials can be used in the space. No art materials that give off fumes are allowed in the space.

9. Safety and Accidents

a) The hirer must ensure that all exit doors and access to fire equipment are kept clear.

b) The hirer should familiarise themselves with any safety information provided by Council.

c) The hirer must not place any substance on the floors that would alter or damage the surface.

d) The hirer is responsible for ensuring that fire equipment is not discharged, used or interfered with for any reason other than its designated purpose. Council must be notified as soon as possible if equipment has been used for any purpose.

11. Furniture and Equipment

a) Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their hire period. All furniture should be left where it is found ensuring that all fire exits are left clear at all times.

b) Furniture and equipment in the Creative Library is an approximate number only and may vary. Council reserves the right to remove / replace as it deems necessary. If the hirer requires additional furniture and equipment to those available then it is the hirer's responsibility to organise with the booking officer.

c) Furniture and equipment must be carried, not dragged on the floor.

d) All electrical equipment brought in by hirers must be tested and tagged by a qualified electrician. This is a Council regulation and any items left in the Creative Library untagged will be removed.

e) If equipment, furniture or art are left at the Creative Library after the hire period, Council reserves the right to remove them, and if not claimed, to dispose of them.

12. Cleaning and Vacating the Creative Library

a) Hirers are responsible for ensuring that the hired space is left clean and ready for the next user. This includes wiping down benches, tables, sinks, removing all decorations and attachments and mopping up spills.

b) Rubbish is to be placed in bins provided.

c) Hirers are asked to take away large items of rubbish.

d) When vacating the Creative Library general wear and tear is permissible if consistent with Creative Library use.

13. Damage / Breakages/ Loss of Property

a) The hirer is responsible for the full replacement cost of any damage or breakages to the building, its fittings, and contents including artworks on exhibition and grounds that take place within their hire period. Any damage must be immediately reported to the Booking Officer.

b) The hirer is responsible for reporting any damages, breakages to the building, its fittings, contents and grounds which exist at the commencement of the hire period.

c) The hirer is responsible for reporting health and safety hazards.

d) Council does not accept responsibility for the loss or damage of hirer's property. Any equipment, property or art work left in the Creative Library, is left at the hirer's own risk.

14. Smoke-Free Environment

Council policy prohibits smoking or vaping in all Council facilities or within 10 metres of entrances. The hirer is responsible for ensuring that this policy is adhered to.

15. Alcohol

a) Consumption of alcohol is not permitted in any of the library spaces at any time.

16. Noise, Neighbours and Music
a) Please consider the interests of the Creative Library's neighbours at all times. Activities at the Creative Library should not overly impact on local residents/businesses or other library users.

b) Noise levels must be kept to an acceptable level at all times. Failure to reduce noise levels at the request of either a Council official or the police will result in the activity being stopped.

c) If commercial recorded music is used in the Creative Library by the hirer it is the responsibility of the hirer to comply with all copyright and APRA requirements.

18. Marketing and Advertising
a) It is the primary responsibility of the hirer to promote and advertise their activities and services.

Please retain a copy of the Creative Library - Terms and Conditions of Hire for your records.