

Level 1
Cnr Flushcombe Road & Alpha Street
Blacktown NSW 2148

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1 General Information & Booking Policy

Blacktown City Libraries are committed to providing a safe and healthy environment for its staff, visitors, contractors, hirers & patrons. This document has been provided to outline the Library's policy and procedures relating to the control of risks to health and safety. In using the Max Webber Function Centre, you are expected to observe and abide by these rules & conditions.

The Rules and Conditions applying to the engagement of the Max Webber Function Centre can be varied in exceptional circumstances, by the approval of Council.

1.1 Definitions

"Max Webber Function Centre" or "**MWFC**" is a venue available to be hired/engaged for functions, meetings and seminars. It is operated by Blacktown City Libraries and is located on Level 1 of the Max Webber Library situated on the corner of Flushcombe Rd. and Alpha St. in Blacktown

"Blacktown City Council" or "**Council**" is the parent organisation of Blacktown City Libraries and has control of all policies, regulations and guidelines pertaining to the hire/engagement of the Max Webber Function Centre.

"General Manager" or "**GM**" is the person in charge of the operation of the Max Webber Function Centre. GM may authorise a Council or Library officer to act on his/her behalf.

"**Event Supervisor**" is the person designated by Council or by the General Manager or delegated officer as the person in charge of overseeing that the event or function complies with all rules and conditions as specified in this document.

"**Hirer**" is the person who completed the Max Webber Function Centre Application Form. This person, who must be a responsible adult over the age of 18, must be present during the function and is held responsible for the payment of all fees and charges and for the observance of all conditions and rules pertaining to the hire and use of the MWFC.

1.2 Acknowledgement of the Acceptance of Conditions

The MWFC or part thereof is only let on the conditions prescribed in these rules. Any payment by any person or Hirer of any sum of fees for such venue and the issue to any person by or on behalf of the Council of any receipt for such sum shall be deemed to be acknowledgment and acceptance by such person of the conditions and stipulations contained in these rules.

1.3 Bookings & Applications

Applications for the hire of the MWFC or individual rooms within the MWFC must be made on the Max Webber Function Centre Application Form by a responsible adult over the age of 18. This person must be present during the function and be responsible for payment of the fees and any other charges arising from the engagement, and for the observance of the rules. Proof of age may be requested at time of booking.

Completion of the MWFC Application Form is NOT a confirmation of booking. Bookings will be confirmed to the Hirer in writing.

Bookings will not normally be accepted over 12 months in advance.

2 General Conditions of Hire

2.1 Standard Hire

Standard room hire is for a minimum of one hour. Prices for the hire of the MWFC or single rooms include fees for set up and pack away of standard furniture and equipment by library staff.

Any other preparation or set up required by the Hirer for the event or function should be undertaken by the Hirer within the booked time period.

For prices, refer to the MWFC Fees and Charges document or Council website www.blacktown.nsw.gov.au .

2.2 Standard Furniture and Equipment

Standard room hire includes the use of tables, chairs, standard (non-electronic) lectern and kitchenette facilities including refrigerators, food warmer and zipboil.

Use of any other furniture and equipment is non-standard and will attract additional costs to hire (see Section 2.3 below).

2.3 Hire of Equipment

Lighting, electrical, sound and other audiovisual equipment is available for hire. For the range of equipment available and costs of hiring, refer to the MWFC Fees and Charges document or Council website www.blacktown.nsw.gov.au .

Application to use any of this equipment should be made on the MWFC Application Form at the time of hiring.

2.4 Venue Capacity

The number of patrons attending a function, which should be indicated at the time of booking, should not exceed the limit of that room. Failure to comply with this requirement may lead to the cancellation of the booking or the forfeiting of the bond.

The capacity of the MWFC and Rooms is set out in the MWFC Application Form.

The Hirer will also comply with legislative requirements for public buildings relating to the prevention of overcrowding and obstruction of gangways, passages, corridors or any other part of the building. Any breach of this requirement will result in the activity being cancelled.

2.5 Access to the Venue

Access to the MWFC will be via the external lifts from the car park or via the foyer staircase to level 1. Internal access via the Library will **not** be made available.

2.6 Parking

Parking is located underneath the Library and entry is via Alpha Street. The Hirer must confirm parking details prior to advertising its availability to function attendees.

Parking is available subject to conditions of use of the Blacktown City Libraries car park. The Hirer shall be responsible for the observance of these conditions including the requirement that for events and functions held outside of Library opening hours, all vehicles should be out of car park within 30 minutes of end of the function.

Use of the car park is entirely the user's responsibility and the Library or Council will **not** be held responsible for any damage to or loss of any vehicle or of its contents.

2.7 Vacating Premises

The venue should be vacated by all patrons within 15 minutes after the booked function time.

For events or functions held outside of Library opening hours, the MWFC must be vacated within 15 minutes, and its surrounding area, the foyer and the car park are to be vacated within 30 minutes, of conclusion of the function.

Charges for use of the MWFC beyond the time to which it has been engaged will accrue at the rate fixed by Council and must be paid by the Hirer. Refer to Fees and Charges document for current charges.

2.8 Cleaning

The Centre or Room engaged must be left by the Hirer in a reasonably clean condition. All tables and chairs must be wiped down and thoroughly cleaned at the conclusion of the event. All goods, properties or materials brought in by the Hirer or any person on his/her behalf must be removed from the premises at the completion of the function.

Waste must be placed in bags and then in garbage bins provided. Recyclable items should be placed in recycling bins provided.

2.9 Sale of Tickets

All tickets to functions must be pre-sold prior to the function taking place, unless prior approval has been obtained.

2.10 Advertising

Advertising for any function must be in accordance with these Rules and Conditions. Advertising which uses either the "Blacktown City Council" or "Blacktown City Libraries" logos must be submitted to the General Manager or delegated officer for approval.

2.11 Liquor Permit

Alcohol shall not be brought into the MWFC unless the approval of the NSW Police has first been obtained. The application for a Hall Liquor Permit must be made to the NSW Police and then a copy of the permit should be presented to the General Manager or delegated officer before the function.

The supply and consumption of alcohol without a permit may result in Council not refunding the bond and rejecting future applications.

2.12 Refusal or Cancellation by Council

The Council and the General Manager or delegated officer reserve the right to refuse or cancel bookings for functions or activities they deem inappropriate.

The Council through the General Manager or delegated officer expressly reserves the right to refuse to accept any engagement or booking and prior to the date of engagement, to cancel any such engagement already made for whatever reason and upon such cancellation shall refund to the Hirer any monies paid by the Hirer to the Council or Library. The Council shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of any right conferred under this agreement including the right of cancellation.

2.13 Cancellation by Hirer

The Hirer should make any request to cancel a booking in writing.

If the request for cancellation is received by Council no later than 21 days prior to the booked date, then all monies paid by the Hirer will be refunded in full. The refund will be made by cheque as soon as possible after the request for cancellation is received.

If the request for cancellation is received by Council later than 21 days prior to the booked date, the deposit will **not** be refunded unless the venue is re-let by Council. Amounts paid in excess of the required deposit will be refunded by cheque.

2.14 Compliance with Library or Council Officer's Instructions

It should be noted that **ALL HIRERS AND ATTENDEES** must abide by the rules and conditions applying to the engagement of the MWFC. This includes complying with all reasonable instructions from the General Manager or delegated officer acting on his/her behalf. Failure to comply with this condition may result in the cancellation of the booking and the forfeiting of the bond.

Council reserves the right for its staff or agents to supervise any function. If this is required, the Hirers must act in accordance with their instructions.

2.15 Regular Hirers

A booking by regular Hirers may be cancelled by Council anytime subject to being given 3 weeks advance notice. The booking will resume as normal after any such cancellation. No charge will be made for the period of cancellation.

3 Fees & Charges

Council sets fees and charges prior to the start of each financial year. Fees and charges for the hire of the MWFC as well as all Equipment Hire are set out in the Fees and Charges document available upon request or on the Council website www.blacktown.nsw.gov.au .

3.1 Deposit

A minimum 50% deposit of hire fees is to be paid on all bookings.

If the application for hire is made within 3 weeks of the function date, the full hire fee must be paid.

3.2 Payment of Fees

Invoiced fees and charges must be paid in full at least 21 days before the date of the function.

If invoiced fees and charges are not paid at least 21 days before the date of the function, the function will be cancelled.

3.3 Contingency Bond

A contingency bond may be required for bookings with a large number of attendees or which occur outside normal Library operating hours. General Manager or delegated officer will assess the appropriateness of a bond at the time of booking. This bond will compensate Council against cost of cleaning excessive litter or making good any damage caused. The bond shall be the amount set by Council in its Fees & Charges schedule each year. The bond is fully refundable subject to the terms of hire. It will be refunded by cheque to the person, company or organisation whose name appears on the booking as soon as practical after the date of hire.

3.4 Penalty Charges

Penalty charges apply if:

- The premises, its facilities and surrounds are not left in a clean and tidy condition at the end of the hire period.
- Garbage is not correctly disposed of at the end of the hire period.
- Hirers enter the premises before the start of hire period or fail to vacate the premises at the end of the hire period.

Penalty charges will also be assessed for any

- Damage to or loss of equipment, furniture and fittings.
- Breakage of crockery, glassware and other kitchenette items.

If applicable, all penalty charges will be deducted from the contingency bond. If the penalty charges exceed the amount held as contingency bond, the Hirer agrees to pay the balance of charges as invoiced.

If no contingency bond is held, applicable penalty charges will be invoiced to the Hirer.

Penalty charges as invoiced must be paid within 21 days of the date of invoice. Charges that remain unpaid after 21 days will be referred to the Council's debt collection agency. No person or organisation will be permitted to use the MWFC or Rooms if penalty charges are outstanding

4 Availability

4.1 Availability of Venue

The MWFC is available for hire 7 days a week including public holidays except for Good Friday, Christmas Day, New Year’s Eve and New Year’s Day. The hours it is available for hire are classified as either ‘peak’ or ‘off peak’ as follows:

Weekdays	Weekdays	Saturdays, Sundays & Public Holidays
Peak Hours	6am - 9am	6am - midnight
	5pm - midnight	
Off Peak Hours	9am - 5pm	

4.2 Deliveries Prior to Function

Deliveries and storage of food and equipment prior to a function must be approved by the General Manager or delegated officer.

The security and storage of deliveries prior to an event are at the sole risk of the Hirer.

5 Conditions of Use

The Hirer should be aware of the conditions of use of the venue. The Hirer is responsible for compliance with these conditions by every person in attendance. Non-compliance with these conditions of use may result in Council not refunding the contingency bond and rejecting future applications.

5.1 Prohibited Items

Confetti, chewing gum, sparklers and fireworks are not allowed.

Naked flames with the exception of birthday or ceremonial candles are not allowed.

Smoke generating devices are not to be utilised during any function due to the presence of smoke detectors in the venue.

Alcohol is not allowed to be brought, supplied and consumed in

the venue without the necessary permit (*see also Section 2.11 – Liquor Permit*).

5.2 Prohibited Activities

Smoking is not permitted in any part of the MWFC and the Library. This includes the Library car park.

Taping or affixing banners, posters, etc. to walls or doors is prohibited.

Nails, screws or any other fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings.

Hirers must discuss with the General Manager or delegated officer any intention to connect to or alter any electrical, lighting or sound facilities provided as part of the MWFC. Additional requirements such as electrical connections, lighting, sound systems, stage fittings, broadcasting or recording equipment must be approved by the General Manager or delegated officer at the time of booking.

Persons affected by alcohol or other drugs are not permitted to be involved with the supervision or operation of the function or venue.

6 Catering & Kitchenette**6.1 Catering**

Caterers using the kitchenette must leave same in a thoroughly clean condition. The Hirer will be held responsible for ensuring that the kitchenette is left in a clean condition.

Caterers must vacate Kitchenette no later than the time at which the booking of the MWFC or Rooms on any occasion ceases.

6.2 Internal Catering

All hirers are required to use Vibe Catering with the exception of Category B Hirers when they nominate to self cater, utilising their own staff, members or other providers supplying on a not-for-profit basis.

6.3 Kitchenette

Use of crockery, cutlery and glassware and any other Kitchenette equipment will be dealt with on a per hire basis. Any breakages and/or losses will be paid for by the Hirer within 21 days of notice or invoice given (*see also Section 3.4 – Penalty Charges*).

7 Amenities

Toilets are located on the ground floor and are accessed by the lift or staircase at the entrance of the MWFC.

8 Property

All goods and equipment brought by the Hirer must be removed by the end of the hire period. Where items are left in the MWFC, reasonable effort will be made to contact the Hirer or owner. Items that remain uncollected after 7 days will be disposed of.

9 Security

Private and public functions such as discos, dances, dance parties and similar types of functions are required to meet conditions, including the provision of appropriate **security** arrangements which include the employment of licensed, unarmed security personnel and are in compliance with the NSW Police requirements. Prospective Hirers are to be interviewed by the General Manager or delegated officer or designated officer before the booking is accepted. Council reserves the right to cancel a booking due to non-disclosure or the supply of misleading information.

10 Indemnity

Neither the Council nor its employees will be liable for any loss or damage sustained by the Hirer, or any person, firm or corporation entrusted to or supplying any article or thing to the Hirer by reason of any such article or thing being stolen, damaged or lost. The Hirer agrees to indemnify Blacktown City Council, and its servants and agents against any loss or damage in any form sustained by the Hirer or any person, firm or corporation for liability as a consequence of the use of the MWFC.

10.1 Damage to Venue

The Hirer shall be responsible for the cost of making good any damage caused to the buildings, furniture and fittings arising out of and in the course of his or her engagement, reasonable wear and tear alone excepted (*see also 3.4 – Penalty Charges*).

11 Compliance with Regulations

The Hirer must be fully compliant with all relevant regulations and legal requirements.

11.1 Copyright and Performing Rights

The Hirer shall be responsible for any claims legally payable for Copyright or Performing Rights fees.

11.2 Child Protection Legislation

The following statements apply only to those functions to which children will attend.

- The Hirer warrants to Council that he/she/it has at all times that are relevant to this agreement
 - complicated with all obligations under the Child Protection (Prohibited Employment) Act 1998 and
 - the Commission for Children and Young Act 1998 (both Acts hereinafter referred to collectively as "Child Protection Legislation") and, in particular, will comply with those obligations during the term of this agreement.
- The Hirer warrants that he/she is not a prohibited person within the meaning of the Child Protection Legislation.
- The Hirer warrants that, insofar as he/she/it is aware, none of his/her/its existing employees are prohibited persons within the meaning of the Child Protection Legislation.
- The Hirer warrants that he/she/it has obtained a prohibited persons declaration and has screened all current employees within the meaning of the Child Protection Legislation.
- The Hirer warrants that he/she/it will comply with all of the obligations of an employer in relation to new employees in accordance with the Child Protection Legislation.

- The Hirer agrees to and shall forever indemnify the Council from and against all claims, demands, actions and suits (and the costs thereof calculated upon an indemnity basis) arising out of a breach by the Hirer of any of his/her/its obligations under the Child Protection Legislation and/or any of the warranties contained herein.

11.3 Supervision

Functions or activities for children and young people must be adequately supervised at all times.

11.4 Conduct

The Hirer is responsible for the conduct of all people in attendance during the hire period and for the maintenance of good order generally.

The Hirer is responsible for the behaviour and quiet departure from the MWFC or Rooms at the end of the hire period.

Should it be necessary for the Hirer to leave the function for any reason, he/she must nominate a deputy to act on his/her behalf.

11.5 Behaviour

Offensive behaviour towards, and harassment of, other persons arising from the use of the venue is unacceptable. Any threat of violence will be dealt with as a matter for the police.

11.6 Noise

Noise emissions are regulated by the Protection of the Environment Operations Act, 1997 and the Local Government Act, 1993. Noise should be kept to a minimum as the location of the MWFC is within the Library and may impact on other patrons using the Library service.

12 Safety

Hirers have the responsibility of adhering to safety and emergency procedures as outlined in the Induction Checklist. The checklist includes an outline of emergency evacuation procedures and a summary of conditions of use of the venue and will be provided to Hirer on confirmation of a booking or upon request.

The Hirer must notify the Event Supervisor of all incidents involving safety and security