



## Library Meeting Room Hire Agreement

Name of Hirer/Organisation			
Authorised Contact Person			
Nominated Responsible Person			
Postal Address			
Email			
Phone (Business Hours)		Mobile	
Not for Profit status	<b>Proof of Not for Profit Status is attached</b> <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>N/A</b>		
	<small>NOTE: Documentary proof of Not for Profit Status must be supplied with each application in order to claim the concessional discount. If documentation is not submitted with application, the standard fees will apply.</small>		
Public Liability status  If the answer to any of these questions is 'yes', Public Liability insurance is required.	Are you a sporting club, association, corporation, or incorporated body?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Is the venue being used for a commercial or profit making activity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Will you be hiring this venue more than 10 times this calendar year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<b>Proof of Public Liability insurance is attached</b>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>N/A</b>
Terms and Conditions	<b>I have read and agree to the Terms &amp; Conditions provided.</b> Note: If the answer to the above question is 'No', the booking will not proceed		<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>

## FUNCTION DETAILS

Library Location:			
<input type="checkbox"/> Cardwell See Annexure A		<input type="checkbox"/> Mission Beach See Annexure B	
Name of Event			
Number of attendees	<b>Please read section 'Covid-19 Regulations'</b>		
Standard Room Setup	Varies between rooms and location. See Annexures for options available at each location.		<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No*</b>
	*If 'No', please specify number of tables and chairs required. Room capacity must not exceed Covid-19 guidelines		<div style="display: flex; justify-content: space-around;"> <span>tables</span> <span>chairs</span> </div>
Function Setup	Includes setup prior and clean up after. Additional fees apply.		<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Dates and Times	All dates and times must be specified and must include setup/set down time – one date per line. Please attach additional page/s if more room is required.		
Day	Date	Start Time	Finish time

## COVID-19 REGULATIONS

Where applicable, Library meeting room capacities must adhere to any social distancing or check-in requirements as directed by Queensland Health. Meeting room capacity for each location is detailed in the relevant section – see Annexures A to C.

Covid-19 restrictions may be changed or updated at any time. Such changes are beyond the control of Cassowary Coast Regional Council. Where such changes may impact an existing booking, every effort will be made by staff to contact the hirer prior to their booking.

## PAYMENT OF FEES

Bookings are confirmed on payment of all fees and the submission of all required documentation. Payment must be made at time of booking. A tax receipt will be issued upon payment.

Preferred payment method  Credit card  EFTPOS

If a tax invoice is required, please request a **Credit Application Form**. The completed form is to be returned with the meeting room booking form.

## DECLARATION

I, \_\_\_\_\_, declare that:

- All information in this application is true and correct;
- I have read the Meeting Room 'Terms and Conditions of Use' and agree to abide by them; and
- I shall ensure the nominated responsible person for the day/s of the booking/s has read the 'Terms and Conditions of Use' and understands they will be responsible for ensuring patrons using these facilities adhere to those conditions;
- The Nominated Responsible Person is responsible for the setup and clean-up of the facilities (except where payment for Function Setup has been received)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## RETURN COMPLETED FORMS TO:

Cardwell Library	<a href="mailto:cardwelllibrary@ccrc.qld.gov.au">cardwelllibrary@ccrc.qld.gov.au</a>	I have read Annexure A <input type="checkbox"/>
Mission Beach Library	<a href="mailto:missionbeachlibrary@ccrc.qld.gov.au">missionbeachlibrary@ccrc.qld.gov.au</a>	I have read Annexure B <input type="checkbox"/>

## AFTER HOURS CONTACT

After hours call centre	For any issues outside business hours	<b>1300 763 903</b>
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## OFFICE USE ONLY

Eligible for Not For Profit Status & Documentation Provided		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Item	Fee	Number of Hours/Sessions	Total
Hourly Rate			\$
Half Session			\$
Full Session			\$
Function Setup			\$
		Total	\$
Receipt Number:		Receipt Date:	
Rooms Required:		Cashier:	



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INNISFAIL QLD 4860  
Ph: 1300 763 903**

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**Annexure A – Cardwell Library**

<b>Features of Facility</b>		
Meeting Room 1 (half room)	10 (seated at tables) Maximum 20	3 tables, 10 chairs Kitchenette: Crockery and Cutlery for 20 persons; small fridge; microwave, kettle.
Meeting Room 2 (half room)	10 (seated at tables) Maximum 20	3 tables, 10 chairs
Meeting Room 1 <b>and</b> 2	20 (seated at tables) Maximum 40	6 tables, 20 chairs Kitchenette: Crockery and Cutlery for 20 persons, small fridge; microwave, kettle.
Amenities	Unisex toilet and unisex disabled toilet with baby changing facilities.	
AV Equipment	TV (on mobile trolley) and HDMI cable available upon request.	
<b>Access</b>		
Access	Meeting rooms can be accessed via the library during business hours.	
After Hours Access	After-hours access is through the library foyer.	
Parking	Limited on-site parking is available at the rear of the library, including disabled parking. Additional parking is available on Balliol Street.	
Wheelchair access	Via main entry on Balliol Street (business hours and after-hours access).	
Lights and Air conditioning	Main foyer light will be left on for after-hour bookings. The light switch in the foyer supplies additional lighting in the foyer. Meeting room light switches are situated to the right of the door as you enter the room. Each meeting room is air conditioned, and controls are located on the wall adjacent to each unit.	
Kitchenette	A kitchenette is available in meeting room 1. Coffee, Tea and other consumables are not provided. Please ensure all dishes are washed, dried and put away.	
Security	For after-hours bookings, please ensure the meeting room is locked after use. Customers are advised that security cameras are installed on premises.	
<b>Keys</b>		
Collection of Keys	Only the Hirer or Nominated Responsible Person can sign out and collect the meeting room keys, not more than ten (10) minutes prior to the booking, or up to one (1) business day prior to an after-hours booking.	
Return of Keys	Return all keys to library staff during business hours. Outside business hours, keys can be returned via the After Hours Returns Chute located near the library entry.	



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**Annexure B – Mission Beach Library**

<b>Features of Facility</b>		
Meeting Room	12 (seated at tables) Maximum 20	4 tables, 20 chairs 127cm (50 inch) wall mounted Smart TV, HDMI Cable Small mobile whiteboard, whiteboard pens, eraser Kitchenette: Crockery and Cutlery for 12 persons Unisex Disability Toilet
<b>Access</b>		
Access	Meeting rooms can be accessed via the library during business hours.	
After Hours Access	After-hours access is through the external meeting room door.	
Parking	On-site parking is available to the front, side and behind the library.	
Wheelchair access	The meeting room has wheel chair ramp access. Unisex disabled toilet facilities are accessible from the meeting room.	
Lights and Air conditioning	The light switch is situated on the wall on the left as you walk into the meeting room. The air conditioner control is on the wall between the library sliding door and the kitchenette.	
Kitchenette	A kitchenette is available in the meeting room. A key will be provided for the kitchen cabinet to access crockery and cutlery, and other kitchen equipment. Coffee, Tea and other consumables are not provided. Please ensure all dishes are washed, dried and put away. The key to the kitchenette is to be left on the kitchen bench after use.	
Security	For after-hours bookings, please ensure the meeting room is locked after use and the meeting room key is deposited in the after-hours chute. Customers are advised that security cameras are installed on premises.	
<b>Keys</b>		
Collection of Keys	Only the Hirer or Nominated Responsible Person can sign out and collect the meeting room keys, not more than ten (10) minutes prior to the booking, or up to one (1) business day prior to an after-hours booking..	
Return of Keys	Return all keys to library staff during business hours. Outside business hours, leave the kitchen cabinet key on the kitchen bench and return the meeting room key via the After Hours Returns Chute located between the meeting room and library entry. Hold the key tag up against the panel until the green light appears, open the chute and deposit the key.	



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### Library Meeting Room Fees and Charges

Not for Profit Community and Charitable Organisations are eligible for a 50% rebate on meeting room fees and charges (proof of not for profit status is required). Full fee may be offset by a Council donation in accordance with Council policies and procedures.

Full Meeting Room			
	Fee (excl GST)	GST	Fee (incl. GST)
Full session (8 hours)	\$177.27	\$17.73	\$195.00
Function (includes setup prior and clean up after)	\$222.73	\$22.27	\$245.00
Hourly Rate – Standard rates – per hour	\$31.82	\$3.18	\$35.00

Half Meeting Room			
	Fee (excl GST)	GST	Fee (incl. GST)
Full session (8 hours)	\$90.91	\$9.09	\$100.00
Function (includes setup prior and clean up after)	\$131.82	\$13.18	\$145.00
Hourly Rate – Standard rates – per hour	\$16.36	\$1.64	\$18.00

A full list of Council's fees and charges are available on council's website:

<https://www.cassowarycoast.qld.gov.au>



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## Library Meeting Room Fault Notification Form

It is the responsibility of the Hirer/Nominated Responsible Person to report all faults and damages noticed at the facility during the booking period.

Contact details			
Name of person reporting fault			
Daytime contact number			
Email address			
Meeting room details			
Meeting room location			
Date of hire		Meeting room number	
Description of fault			
Return completed form to branch or by email:			
Cardwell Library	<a href="mailto:cardwelllibrary@ccrc.qld.gov.au">cardwelllibrary@ccrc.qld.gov.au</a>		
Mission Beach Library	<a href="mailto:missionbeachlibrary@ccrc.qld.gov.au">missionbeachlibrary@ccrc.qld.gov.au</a>		

Office Use Only	
Date fault report received:	
Actioning Officer:	
Date fault rectified:	



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## Library Meeting Room Hire Terms & Conditions

### **Accessibility**

- All meeting rooms have disabled access and disabled amenities.
- Only accredited *assistance animals* trained to assist disabled persons will be permitted

### **Alcohol**

- The library meeting rooms are not licenced venues. The consumption of liquor on the premises is forbidden unless the Hirer seeks prior approval from Cassowary Coast Regional Council's Chief Executive Officer.

### **Availability**

- The meeting rooms are available during library hours.
- After-hours access to meeting rooms at Cardwell Library and Mission Beach Library is available by arrangement – see section on Access in relevant Annexure.
- Keys/keycards must be collected during business hours prior to the event.

### **Bookings**

- Bookings must be made by completing the Booking Application form.
- Booking is confirmed upon full payment of fees.
- The person completing the booking form, and whose signature appears on the form, is subject to the conditions of hire and must be over 18 years of age.
- Library Management reserves the right to accept, refuse or cancel any booking.

### **Cancellations by the hirer**

- All cancellations of bookings must be in writing and emailed to the relevant library. See booking form for contact details.
- Half of the full hire fees will be payable to Cassowary Coast Regional Council if notice of cancellation is 24 hours or less prior to the date of the hire.
- Booking cancellation refunds will be made via EFT transfer within thirty (30) working days to a nominated bank account. Refunds are unable to be made via EFTPOS.

### **Cancellations of bookings by Council**

- Council may cancel the booking by written notice to the Hirer if:
  - Council becomes aware that the event, goods or services proposed to be held, or provided by the Hirer are objectionable, dangerous, infringes any copyright, is prohibited by law, or would be detrimental to Council.
  - Repairs or alterations to the room are required.
  - The hire fees have not been paid or completed booking forms not lodged, within the allocated timeframe.
  - Venue is required for Council activities
- In the event of any emergency, Council may cancel the booking without notice.
- The Hirer agrees, under the conditions of hire, to accept cancellations as above, and waives the right to make any claim by law or in equity, for loss or damage in consequence thereof. If Council cancels the booking without fault of the Hirer, then Council will refund any amounts paid by the Hirer.

### **Catering**

- Kitchenette facilities are available in Cardwell and Mission Beach Libraries.
- Where the kitchen is outside the meeting room, the kitchen is a communal area for users of the meeting rooms.

- The kitchen (where outside the meeting room) and foyer areas are not to be used for conducting meetings.
- Catering is not provided by Council. Users are to provide their own supply of tea, coffee, milk etc.
- A fridge is available for cold storage during booking period at the Cardwell branch; all food provided by Hirer must be removed from fridge on departure.
- Crockery and cutlery is available for use by the Hirer; all crockery and cutlery must be washed and returned to storage prior to departure.
- Where available, the microwave is available for use of heating or cooking purposes during the booking period and must be cleaned prior to departure.
- The kitchenette and foyer areas are to be left in a clean state upon leaving.

### **Child protection requirements**

- Hirers whose activities include children less than 18 years of age must comply with current legislation regarding Working with Children, including blue card requirements and risk assessments, unless the child's parents are on the premises. Refer to [www.ccypcg.qld.gov.au](http://www.ccypcg.qld.gov.au) for further information.

### **Consideration of other users**

- Users of the meeting rooms must not interfere with the comfort and convenience of other meeting room or library users:
  - Loud conversations or telephone calls should not interfere with other meeting room or library users, and should be conducted away from other meeting rooms and library occupants.
  - Users must not walk through a room or add/remove equipment from a room that is occupied by another booking.
  - Users must not remove library equipment from their booked room, or any other room, without permission from staff.

### **Damage**

- If any floors, walls, windows or any other part of buildings or any fittings or furniture shall be broken, pierced by nails or screws, written on, or in any other way damaged (except for normal wear and tear), the Hirer shall accept full financial responsibility.
- Any posters or pages must be adhered to the walls with Blu-Tac only. No adhesive tape of any type is to be placed on the walls, fixtures, fittings or artwork. Blu-Tac residue must be completely removed.
- All damages are to be reported immediately. During business hours all damages are to be reported to library staff. Outside business hours all damages are to be reported to Council's After Hours service 1300 763 903.

### **Determination**

- If the Hirer commits, permits or allows any breach or default in the performance and observance of any of these conditions the Council may terminate the permission to use the premises and the Hirer shall immediately vacate the premises and any costs incurred for cleaning, security etc. will be paid by the Hirer.

### **Disputes**

- In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter or thing contained therein the decision of the Council's Chief Executive Officer thereon shall be final and conclusive.

### **Emergencies**

- There are no public phones available within the Libraries. For after-hours bookings, the Hirer should arrange access to a mobile phone in case of life threatening or medical emergencies, in which case the Hirer must telephone '000' for assistance.



## **Foyer/Communal area**

- The foyers and communal areas are not to be used to conduct meetings or presentations. Permission must be sought from library staff for the use of any signs, banners, advertising, freestanding displays etc, and use and placement of such items must comply with WHS regulations and not impede or interfere with other users.

## **Hire fees**

- Hire fees shall be in accordance with the 'Hire Fees Schedule' (available on Council's website), and will be payable at the time of booking.
- Non-payment of hire fees will result in the cancellation of the booking.

## **Hire period**

- The hire period should include sufficient time to allow set up and cleaning before and after the event. This is to ensure that the next Hirer gains access to the venue at their booked time.
- All events must be finalised within the hire period and where after-hours access has not been arranged, additional after hour charges will apply if rooms are not vacated by close of business Monday to Saturday.

## **Indemnity**

- The Hirer agrees to indemnify, and keep indemnified, and to hold harmless the Council, its servants and agents, and each of them from and against all actions, costs, charges, expenses and damages whatsoever which may be brought, or made, or claimed against them, or any of them, arising out of, or in relation to the hiring engagement.

## **Insurance**

- The Hirer should hold a minimum \$20,000,000 Public Liability Insurance cover for the Hire Period, and be able to produce a current insurance certificate for inspection by Cassowary Coast Regional Council, unless the Hirer meets the specifications for Casual Hirer Coverage.
- Casual Hirer Coverage is restricted to Hirers who can be described as non-commercial, not incorporated, not for profit and irregular users of Council facilities - hiring Council facilities for no more than a total of ten (10) days over a twelve (12) month period.

## **Information technology**

- There is no Information Technology (IT) support on premises. Where provided, IT equipment is regularly maintained and repaired by Council's IT section. However, Council cannot guarantee IT equipment within the library will be functional at the time of booking nor can it guarantee IT support will be available should IT failure occur during the booking period.
- If your activity involves using information technology Council strongly recommends the Hirer develop a contingency plan for the possibility of IT equipment failure during the booking period.
- In the event of IT failure during business hours, the Hirer is to contact Library staff, who will endeavour to seek IT assistance.
- In the event of IT failure after hours, please call the Council after hours number on 1300 763 903 and complete the Fault Notification Form provided.
- Presentations can be conducted by connecting a laptop to the TV (where available), using the HDMI cable supplied with the room.
- Internet access is not available for meeting room Hirers or users. Free public Wi-Fi is available in branch, however Council cannot guarantee availability or strength of connectivity in the meeting rooms.

## **Keys and Keycards**

- For after-hours bookings, keys or keycards are to be collected during business hours and no earlier than one (1) business day prior to the booking.
- Keys and keycards can only be collected from the branch where the booking is held.
- The Hirer or Nominated Responsible Person must sign for the key or keycard before it can be handed over.

- During opening hours the Hirer must return the key or keycard to Library staff at the end of their booking, and vacate the meeting rooms at the allocated time.
- After hours, the Hirer must return the key or keycard via the after-hours chute at the end of their booking.
- Any key or keycard that is lost is to be reported immediately to Council on 1300 763 903.
- Libraries use a master security key system. Keys or keycards lost or not returned will be considered a security breach. The Hirer shall be liable for the cost of replacing the master security key system for the Library.
- A charge will be made for any key or keycard not returned.

### **Limit of hire**

- Hirers that are granted permission to use the facility shall not assign or sublet the right of use to any person, organisation or body.
- The Hirer shall conform to the requirements of the Health Act, Local Government Act, any Local Law/By-law or regulations made there under, and shall be liable for any breach of such Acts, Local Laws/By-laws or Regulations. All other Statutory Rules, provisions and regulations of the Commonwealth of Australia or State of Queensland for the time being, in force must be complied with by the users of the meeting rooms.
- Any officer or employee of the Council whom the Council's Chief Executive Officer may appoint shall at all times be entitled to free access to any and every part of the building during the booking / hire period.
- These conditions of hire do not assign the regular Hirer exclusive use of the venue. From time to time regular hirer's bookings may be cancelled or room changed, to allow other groups or significant 'one off' events access to the venue. As much notice will be given as possible, should cancellation of a regular booking be required.
- The right conferred on the Booking Person or Hirer shall be a permission to occupy and shall not be construed as a tenancy. Nothing contained in these conditions shall confer on a regular Hirer the right to exclusive possession and the Council may at its discretion allow other individuals and groups to have casual use of the premises.

### **Noise**

- Every endeavour must be made to contain noise and music at a level that does not interfere with other meeting rooms or the library floor.

### **Parking**

- On-site parking and disabled parking is available at all libraries. See relevant Annexure for details.

### **Payment**

- Payment is required upon confirmation of the booking. A tax invoice/receipt will be issued upon payment.
- A **Credit Application Form** must be completed at the time of booking if a tax invoice is required from Council's Finance Department.

### **Privacy**

- Council collects the information on the Booking Application form for the purpose of registering the booking. The personal information included on this form will only be used to communicate with the applicant.
- Failure to provide this personal information may result in the application not being processed.
- The Cassowary Coast Regional Council advises information will not be disclosed by Council except as required by law and in particular, will not be disclosed to others for marketing purposes.

### **Safety and responsibility (risk management)**

- All emergency services representatives and relevant Council employees have the right to access any or all parts of the venue at any time.
- The signing of the Booking Application form is on the basis that the Hirer accepts full responsibility for ensuring the safety of the users of the room.
- Users must be advised of the exit routes throughout the building shown on the evacuation map in each room.

- All exit doors must be kept clear and ready for use as escape doors in case of alarm when all persons must be evacuated in an orderly manner to the designated assembly area.
- At no time does Council accept any responsibility for security/control or safety of the Hirers' property. Hirers must secure their own property to all foreseeable risks. This includes damage and loss of their property.
- Any electrical wiring, leads and plugs used in the facility must comply with the relevant Australian Standards.

### **Security**

- Unless building is otherwise occupied, the Hirer at the end of the booking shall ensure all external doors to the library are locked.
- Any such breach of this condition resulting in a criminal act to or within the library will deem the Hirer responsible for the replacement of any missing items and/or damage to the library due to the failure of securing building.
- Libraries are fitted with security cameras.

### **Set up and delivery**

- All deliveries to the meeting room must be arranged with Library staff prior to the event, and clearly marked with the name and date of the event.
- All items brought onto the premises by the Hirer must be removed by the end of the booking.

### **Smoking**

- Smoking, and the use of smoking products (e-cigarettes, vapes, inhalators etc) is prohibited in all Council buildings, sheds and structures and within four (4) meters of any entrance or opening of council buildings, sheds or structures including roof line.

### **After Hours Contact**

- For any issues outside of business hours, please call the Council's 24 hour telephone number: **1300 763 903**.