

City of Adelaide (CoA) Library Centres Terms and Conditions of Room Booking

Definitions and Interpretation

Unless expressly stated otherwise:

1. **Bookable** means the online Room Booking portal made available by the CoA;
2. **Booking** means the hire of a Room following the approval of a Booking Request;
3. **Booking Request** means the online booking request form submitted by the Hirer to the CoA for the CoA's consideration;
4. **Business Day** means a day other than a Saturday, Sunday or official public holiday in the place where an obligation is to be performed, a right to be exercised or a notice is to be received as the case may be.
5. **Business Hours** means the hours between which the applicable Adelaide City Libraries are open. The opening hours are available on the CoA's website at <https://www.cityofadelaide.com.au/community/library-services/library-locations/> .
6. **Business/Commercial Hire** means a hire of a Room by a business or Government department for the purpose of conducting activities in the furtherance of business or Government department related activities.
7. **Community Hire** means a hire of a Room whereby:
 - a. the Hirer intends the Event to be open and inclusive to all persons without discrimination;
 - b. the Hirer does not charge fees for attendance at or participation in the Event;
 - c. the Event is held for the purpose of addressing a need of the community; and
 - d. the Event aligns with the CoA's strategic objectives.

Whether an Event meets the requirement of subparagraph (c) will be determined conclusively at the reasonable discretion of the CoA.

8. **Confirmed Booking** means a Booking Request that the CoA has approved in writing to the Hirer;
9. **Fees** means all fees and charges for the hire of the Adelaide City Libraries including administrative and equipment charges.
10. **Finalised Booking** means a Confirmed Booking for which the Hirer has paid the Fees in whole and completed all other outstanding requirements.
11. **Hire Period** means the period as approved by the CoA for which the Hirer may use the applicable Room for the purpose permitted by the CoA;

12. **Library Centres** means the CoA library centres at the locations specified on the CoA website at <https://www.cityofadelaide.com.au/community/library-services/library-locations/>.

13. **Prohibited Purpose** means conducting an Event:

- a. that could reasonably be considered to incite violence or discrimination;
- b. that is likely to have the effect of making other users of the Adelaide City Libraries feel unsafe, unwelcome or which otherwise has a deleterious impact upon their use and enjoyment of the Adelaide City Libraries;
- c. involves or encourages illegal acts including (but not limited to) harassment, racial discrimination, gender discrimination, other comparable forms of harassment, violence or discrimination, or any activity likely to engender hatred of a person or group of people;
- d. the conduct of which on the CoA property is likely to bring the CoA into disrepute;
- e. involves the sale or promotion of a product, service, community group, political party, belief system or business to persons who are not voluntary attendees of the Event;
- f. any other purpose that the CoA determines to be against the interests of the CoA; or
- g. any purpose that differs from that which a Hirer indicates in their Booking Request, unless that purpose has been notified to the CoA in writing, and the change of purpose has been approved by the CoA in writing prior to the Event occurring.

14. **Private Hire** means a hire of a Room whereby:

- a. the Hirer charges a fee for attendance at or participation in the Event;
- b. the Event is an activity in favour of a particular cause that is not a 'specific need of the community' including (but not limited to) political rallies and/or religious or spiritual gatherings; and
- c. the Event is private and only a closed group of persons are able to attend.

15. a reference to a gender includes a reference to each other gender; singular includes plural and vice versa; reference to a person includes a body politic or corporate, an individual and a partnership (including their successors, substitute and assigns) and vice versa; headings do not affect construction; and another grammatical form of a defined word has a corresponding meaning; the background or recitals form part of this Agreement;

16. reference to any legislation or any provision of any legislation includes any amendment, modification, consolidation or re-enactment of the legislation or any

legislative provision substituted for and all legislation and statutory instruments of and regulations issued under the legislation;

17. an agreement, representation, warranty or indemnity given or undertaken by two or more persons binds them and is given jointly and severally;
18. a reference to an amount of money is a reference to Australian dollars unless otherwise stated;
19. if any day appointed or specified by this Agreement for the performance of an obligation falls on a day which is not a Business Day, or outside of Business Hours, or if an obligation is performed other than during Business Hours, the day appointed, specified or on which performance has occurred is deemed to be the next Business Day;
20. unless expressly stated otherwise, the exercise of any discretion, or the giving of any approval, shall not be unreasonably withheld or delayed, subject to any express conditions stated in this document; and
21. time is of the essence as regards any date, period or obligation under this Agreement.

General

22. The City Library and Hutt St Library (collectively the **Adelaide City Libraries** and each being comprised of one or more **Rooms**) are available for a wide range of purposes, including but not limited to community-based activities, business and commercial corporations, not-for profit or political organisations, clubs and individuals (an **Event**).
23. These Terms and Conditions of Hire, the **Adelaide City Libraries** conditions of entry, and the Finalised Booking, constitute the agreement between The Corporation of The City of Adelaide ABN 20 903 762 572 (the **CoA**) and the party named in the Confirmed Booking (**Hirer**) (collectively this **Agreement**).
24. The documents in clause 23 comprise the entire agreement between the CoA and the Hirer regarding the subject matter and supersede any previous agreements and understandings related to between them.
25. If there is any inconsistency between the documents set out in clause 23 regarding the same subject matter, those documents will be read in the following order of priority:
 - a. these Terms and Conditions of Hire;
 - b. the Finalised Booking between the Hirer and the CoA; and
 - c. the **Adelaide City Libraries** conditions of entry available on the CoA website at <https://www.cityofadelaide.com.au> or at any **Adelaide City Libraries** upon request.
26. Rooms may not be hired for any Prohibited Purpose.

27. The CoA must be informed of the purpose for which a Room is to be used at the time any booking is made. The CoA reserves the right to refuse or subsequently cancel a booking (in accordance with clause 49) due to a failure to disclose the purpose for which a Room is hired; or if the purpose for which a Room will be used has been misstated, altered from what was approved, or if it becomes apparent it is for a Prohibited Purpose.
28. This Agreement does not create any relationship between the Hirer and the CoA other than that of licensee and licensor. The CoA reserves the right to refuse any Booking Request and is not obliged to give reasons for such a refusal.
29. The Hirer and their guests at its Event will be responsible for the cost of any medical treatment administered at the Event, including any attendance and transportation by emergency responders.
30. The CoA reserves the right to visit the relevant Room at any time during the Event to confirm that activities are compliant with the terms of this Agreement and the Adelaide City Libraries conditions of entry.
31. This Agreement is governed by and construed under the laws of the State of South Australia. Any legal action in relation to the terms of this Agreement may be brought in any court of competent jurisdiction in South Australia. No part of this Agreement will be construed against a party merely because it prepared this Agreement or any part of it.

Bookings

32. All Booking Requests must be submitted online at Cityofadelaide.bookable.net.au.
33. Booking Requests for a Community Hire must be submitted by the Hirer at least 21 days in advance of the requested hire date.
34. All Booking Requests other than for a Community Hire must be submitted at least seven days prior to the hire date.
35. In order to submit a Booking Request to the CoA, the Hirer must first acknowledge they have read, and they accept, the terms of this Agreement and provide the warranties listed in clause 99.
36. A response to a Booking Request will be provided to the Hirer within seven days of submission.
37. Upon the Booking Request becoming a Confirmed Booking, the Hirer will be advised of outstanding Fees and hire requirements. The CoA will not follow up outstanding requirements. The Confirmed Booking will not become a Finalised Booking if requirements, including payment of Fees, are not met in full at least:
 - a. 15 days prior to Community Hire Events; or
 - b. five days prior to Private and Business/Commercial Hire Events.
38. Any images and promotional materials provided to the CoA for the purpose of promoting a Community Hire Event will be assumed to be sent with appropriate

permissions and must be supplied to the CoA 14 days in advance of the relevant Hire Period. Failure to do so may result in cancellation of the Booking.

Hire Fees

39. All Fees are reviewed and set annually by the CoA in line with the running costs of the Adelaide City Libraries and will be available at <https://www.cityofadelaide.com.au>
40. A minimum charge of one hour applies, following which Fees will be incurred per hour or part thereof.
41. The Fees must be paid within five days, or two days prior to the booking date (if the booking becomes a Confirmed Booking fewer than five days before the booking date) from the date of the Hirer being notified that their Booking Request has been confirmed and can be paid by cash, credit card or EFTPOS. Payment via credit card may be made online as per instructions provided by the CoA upon the Booking Request becoming a Confirmed Booking or via their 'My Account' details in Bookable. Cash or EFTPOS payments may be made at any of the CoA Library Centres during Business Hours.
42. A failure to pay the Fees in time will result in the Booking being cancelled without further notice to the Hirer.

Permitted use of Room

43. The Hirer must only use the hired Room for the purpose originally approved by the CoA and in accordance with the Finalised Booking, and not for a Prohibited Purpose.
44. The Hirer warrants to the COA that the purpose for which the Booking Request is made is not a Prohibited Purpose.
45. If the proposed purpose is to be amended, the Hirer must notify the CoA in writing of this proposed change. The CoA may in its absolute discretion permit the amended purpose by providing confirmation in writing, or else cancel the Booking.
46. The CoA may at any time at its sole discretion transfer the Hirer's booking to an alternative Room if it is considered appropriate in accordance with the Hirer's use set out in the Booking Request. If this occurs, the CoA must provide notice of such to the Hirer as soon as is reasonably practicable, and the Hirer may cancel their booking within five days of receiving such notice. If the Hirer cancels under this clause 46, the CoA must provide them a full refund in accordance with clause 47.

Refunds and Cancellations

47. In the event a Hirer cancels a Finalised Booking in writing to the CoA five days or more prior to the hire date, the Fees will be fully refunded to the Hirer, after the deduction of any amount reasonably necessary to cover any costs incurred by the CoA (including administration costs associated with processing the refund).
48. If the Hirer cancels the Finalised Booking in writing to the CoA less than five days prior to the Booking:
 - a. the Fees will be forfeited for Private and Business/Commercial Hires; or

- b. cancellation fees may apply to Community Hires; and
- c. the CoA reserves the right to refuse any future bookings by the Hirer at the Adelaide City Libraries for a period of up to one month at its sole discretion.

49. The CoA may cancel the Finalised Booking:

- a. at any time at its sole discretion without recourse by the Hirer. If the CoA cancels the Booking other than due to a breach of this Agreement by the Hirer, the Hire Fees will be refunded to the Hirer, less any amount reasonably necessary to cover any costs incurred by the CoA (including administration costs associated with processing the refund); or
- b. if the Hirer breaches a term of this Agreement, and:
 - does not remedy the breach within a reasonable timeframe as notified by the CoA; or
 - the CoA reasonably considers the breach to be material and incapable of remedy,

the CoA may cancel the Finalised Booking and is not obliged to refund the Hirer the Fees.

50. A Hirer may request to transfer a Finalised Booking to another Room at any time, provided this request is given to the CoA in writing, or via Bookable. the CoA may, at its sole discretion, approve or reject such request without reason, and additional fees or requirements may apply.

51. Any refund provided to the Hirer may not be received in the same method as the original method of payment and may take up to 30 days for the Hirer to receive.

Recurring Room Hires

52. For the purpose of this Agreement, a recurring booking includes a series of multiple Bookings made by a single Hirer via a single request, to occur over an ongoing/regular period no less than fortnightly for at least three months (a **Recurring Booking**).

53. Recurring Bookings are to be approved by the CoA and will be assessed on their merits, community needs and Room availability. Priority is given to Community Hires.

54. Recurring Booking requests must be made in accordance with clauses 33 and 34.

55. At the CoA's discretion, Recurring Bookings may occur until the end of the financial year after which they must make a new Recurring Booking request.

56. For the avoidance of doubt, Hirer's of a Recurring Booking are not guaranteed Confirmed Bookings beyond their existing booking agreement period.

Termination

57. The CoA reserves the right to terminate this Agreement and cancel any Bookings:

- a. for convenience upon the provision of no less than seven days' notice;
 - b. in the circumstances provided for in clause 49; or
 - c. if for reasons of health and safety, a Room becomes inappropriate for hire.
58. The Hirer may cancel a Booking without penalty by providing no less than five days' notice.

Room Selection

59. Selected Rooms within the Adelaide City Libraries may not have access to kitchen facilities and, in some cases, be shared spaces and/or open to the public at the time of use. It is an expectation that Hirers have visited the Room prior to booking to ensure suitability for use and to discuss any needs with the CoA.
60. No warranty is made as to the appropriateness of any Room for a given Event, nor that exclusive use will be provided during the period of the Booking.

Agreed Booking Times

61. The Hirer is responsible for occupying and vacating the hired Room within the times given in the Finalised Booking.
62. If the Hirer uses the hired Room beyond the Hire Period, the CoA reserves the right to charge the Hirer for that extended period at its hourly rate as specified on our website at <https://www.cityofadelaide.com.au> as may be amended from time to time.

Keys/ Swipe Cards

63. If the Hirer's Event is set to occur either in part or wholly outside of Business Hours, the Hirer must collect a key / swipe card from the CoA at the Adelaide City Libraries during Business Hours prior to the Hire Period.
64. The key / swipe card must be returned to the CoA the Business Day following the Hire Period, unless otherwise agreed between the Hirer and the CoA. the CoA reserves the right to charge the Hirer a fee for the replacement of a loss or unreturned swipe / key card.

Security

65. If the Hirer's Hire Period is to occur outside of Business Hours, either wholly or in part the Hirer must ensure that:
- a. all exterior doors of the Adelaide City Libraries (where applicable) remain locked;
 - b. the hired Room's door is locked (if applicable) after use; and
 - c. all lights and appliances in the Room are turned off upon exiting the premise.

66. If the Hirer fails to comply with clause 65, they will be responsible for all costs incurred directly resulting from the Hirer's breach, including costs to recover security call out charges, repair to damaged items, or replacement of stolen items.

Emergency Response Plan

67. The Hirer acknowledges that they have read the advice of the CoA as sent to the Hirer upon the Booking Request becoming a Confirmed Booking via email in relation to emergency evacuation procedure, and that they will endeavour to review the Evacuation Diagram available at the Adelaide City Libraries (**emergency response plan**).
68. The Hirer agrees to comply with such emergency response plan at all times during the Hire Period.

Room and Facility Use

69. All furniture and equipment is to be returned to its original location within the Hire Period, unless the CoA has agreed otherwise.
70. It is the Hirer's responsibility to leave all spaces used in a clean and tidy state and any rubbish exceeding more than one bin-full is to be removed from the premises. The Hirer may be charged a cleaning fee if it fails to leave the Room in the same condition it was in prior to the Booking commencing.
71. If the hired Room is one which hosts art exhibitions, the Hirer acknowledges and agrees that members of the public are allowed to view that artwork at any time during the Hire Period. This artwork is not to be covered, removed, or otherwise dealt with by any person except for representatives of the CoA.
72. Before the Hire Period:
- a. photographs may be taken by the CoA of any part of the Adelaide City Libraries that will be hired by the Hirer under this Agreement. The Hirer acknowledges and agrees that the CoA may provide copies of the photographs, evidencing the pre-hire condition of that part of the Adelaide City Libraries, for countersigning by the Hirer; and
 - b. inspections may be undertaken of the hired Room by the CoA in the presence of the Hirer, at the option of the CoA.
73. After the Hire Period, the CoA may conduct a post-hire inspection of the Adelaide City Libraries. The Hirer is responsible for damage to any part of the Adelaide City Libraries which is caused or contributed to by the Hirer or any of its employees, agents, contractors, volunteers or guests. The Hirer undertakes to promptly make good such damage upon the production of an invoice (with associated evidence) for the costs of remedying the damage.

Catering

74. External catering may be brought into the Adelaide City Libraries at the sole cost of the Hirer.

75. Hirers must provide their own supplies for catering purposes.

Animals at the Adelaide City Libraries

76. Animals (with the exception of guide dogs and other bona fide assistance animals authorised by law) are not permitted within the Adelaide City Libraries unless prior written consent is given to the Hirer by the CoA.

77. To apply for consent to bring animals within the Adelaide City Libraries, an animal management plan is required to be submitted to the CoA, which details the number of animals to be brought on-site, how they animals will be managed, details of hand-washing facilities and a copy of the Hirer's Operator's Certificate of Currency and accompanying policy for Public Liability insurance available at the CoA's website at <https://www.cityofadelaide.com.au>. The Hirer will also need to ensure all provisions under the Animal Welfare Act 1985 (SA) are complied with and any animal faeces are removed immediately.

78. Subject to clause 76, the CoA reserves the right to refuse animals in the Adelaide City Libraries.

Liquor Licence

79. If alcohol is to be consumed in the Adelaide City Libraries, this must be indicated in the Booking Request and may be permitted subject to the Hirer complying with the requirements of the Consumer and Business Services in relation to liquor. Where a licence is required to be obtained by the Hirer in connection with the supply of liquor at the Adelaide City Libraries, the Hirer must provide a copy of the licence to the CoA prior to the commencement of the Hire Period.

80. The sale of alcohol is not permitted in the Adelaide City Libraries.

81. Hirers shall in all respects observe and comply with the provisions of the Liquor Licensing Act 1997 (SA) and all other relevant State or Federal legislation and the CoA By-laws available at the CoA's website at <https://www.cityofadelaide.com.au/business/permits-licences/city-of-adelaide-by-laws/>.

Music Licence

82. Hirers may be required to obtain a music license if music is being played or performed at the Adelaide City Libraries. It is the Hirer's responsibility to check requirements with the relevant licencing body/agency, and comply with those requirements.

Noise Levels

83. During the Hire Period, the Hirer must ensure sounds levels are within acceptable parameters (if the Hirer is controlling their own sound) at all times.

84. No sound amplification equipment may be utilised unless with prior written consent of the CoA.

Displays, Signage and Decorations

85. Any material to be displayed or affixed to the surface in the hired Room by the Hirer must first be approved by the CoA in writing. The CoA does not endorse any view or events conducted or displayed by the Hirer.

Smoking

86. The Adelaide City Libraries are smoke free venues and the Hirer shall not, and shall not permit another person to, smoke (including using e-cigarettes) at the Adelaide City Libraries or within ten metres of any Adelaide City Library's entry/exit.

Prohibitions

87. The following items are prohibited from use in the Adelaide City Libraries:

- a. Live flames including candles;
- b. Flammable liquids or other dangerous substances;
- c. Smoke Machines, dry ice machines and special effects;
- d. Live ammunition, gunpowder or fireworks; and
- e. Illegal substances.

88. Hirers shall abide by all South Australian and Federal legislative requirements (including regulations) including but not limited to Work Health Safety Act 2012, Food Act 2001, Liquor Licensing Act 1997, Children and Young People (Safety) Act 2017 and Dangerous Good requirements.

Indemnity to the CoA

89. The Hirer agrees to indemnify and keep indemnified the CoA, its employees, officers and/or agents against any liability, loss, claim or proceedings arising under any statute or at common law in respect of any injury, loss or damage to property, real or personal, or in respect of personal injury to, or death of, any person, arising out of or in the use of the Adelaide City Libraries to the extent that such liability, loss, claim or proceedings does not arise due to the wilful misconduct, negligence or breach of this Agreement by the CoA.

90. The CoA accepts no responsibility for loss or damage to the Hirer's property to the extent that such loss or damage is not caused directly by the CoA's wilful misconduct, negligence or breach of this Agreement.

91. Subject to any applicable laws, the Hirer and their guests are admitted into the Adelaide City Libraries at their own risk.

Insurance

92. the CoA reserves the right to determine if the Hirer must affect and maintain for the Hire Period, a policy of insurance for public liability.

93. If it is determined by the CoA that the Hirer shall affect a public liability policy, the Hirer must maintain the policy for the Hire Period. The policy of insurance must not be less than Twenty Million Dollars (\$20,000,000) in respect of any one claim.
94. The Hirer is required to produce Certificates of Currency to the CoA to before confirmation of the booking and the "City of Adelaide" must be listed as an interested party in the Hirer's insurance certificate of currency.
95. The CoA reserves the right to request a higher or accept a different amount of cover depending on the specific circumstance of the use.
96. A Hirer holding an ad-hoc, private Event and/or meeting may be able to draw upon the Council's Casual and Ad-hoc Hire Liability Policy which is available to community groups where it is considered unreasonable for them to have their own insurance provided the Booking meets all other requirements. If the Hirer accepts this offer, a nonrefundable administration fee payable to the CoA will be applicable for the costs of organising such insurance.
97. The Hirer must immediately notify the CoA in writing of any act, omission, occurrence or accident likely to give rise to a public liability claim in relation to the hire of the Adelaide City Libraries and must give the CoA all information and assistance as may be reasonably practicable in all the circumstances, including (if required by the CoA) a statutory declaration as to any matters connected with the act, omission, occurrence or accident.

Force Majeure

98. If either party is rendered unable wholly or in part by Force Majeure to carry out its obligations then the parties may negotiate in good faith to affect a transfer of the date of the Hire Period. The term 'force majeure' shall mean an act of God, an industry wide strike, a lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint or intervention and any other cause which is not within the control of the party alleging it. If a transfer of the date of the Hire Period cannot be agreed between the Hirer and the CoA, the CoA will refund to the Hirer the Fees, after the deduction of any amount reasonably necessary to cover any costs incurred by the CoA (including administration costs associated with processing the refund).

Warranties and limitations of liability

99. The Hirer warrants that all information provided to the CoA in the Confirmed Booking (and subsequently, Finalised Booking) and otherwise provided to the CoA in relation to the Event and its booking, is true and correct to the best of the Hirer's knowledge, and the Event is purpose of the Event is not a Prohibited Purpose.
100. The CoA does not take responsibility if the Room is not fit for purpose for which the Hirer wishes to use the hired Room.
101. Nothing in this Agreement limits, excludes or modifies any statutory consumer guarantee or any guarantee, condition or warranty for which the limitation, exclusion or modification would cause any part of this Agreement to be void or to contravene any statute or the Australian Consumer Law (**Non-Excludable Right**).

102. To the maximum extent permitted by law and subject to any Non-Excludable Right, neither party will in any circumstances be liable for any:
- a. indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities; or
 - b. loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss of opportunity or expectation of loss or loss of production, which may be suffered or incurred by any person, including in respect of the hire of the Adelaide City Libraries or in connection with this Agreement.
103. Subject to clause 102 and any Non-Excludable Right, the aggregate liability of the CoA to the Hirer in respect of any acts or omissions in connection with this Agreement will be limited, to the extent permitted by law, to the amount that is two times the Fees under this Agreement. However, this limitation of liability will not apply to damages payable for personal injury, damage to real or personal property, infringement of intellectual property rights or contravention of the Privacy Act 1988 (Cth), for which the liability of both parties, to the extent permitted by statute, is capped at a total of five million dollars (\$5,000,000) however that liability arises.

Directions from the CoA, or its personnel

104. The CoA or its personnel shall have the right to require any contractors, agents, employees, volunteers or guests engaged by the Hirer to act in accordance with their reasonable directions whilst at the Adelaide City Libraries.
105. If an emergency occurs, the Hirer will take reasonable steps to ensure that all attendees at the Event follow the directions of the CoA to evacuate the room or Adelaide City Libraries if instructed to do so.

Room Hire Safety

106. It is the responsibility of the Hirer (and their associated suppliers / contractors) to:
- a. ensure any cables, leads and/or cords installed by the Hirer are fixed and maintained in accordance with work, health and safety laws and requirements, and applicable product safety standards;
 - b. ensure any electrical equipment brought into the Adelaide City Libraries are sufficiently tagged and tested in accordance with applicable laws and requirements. The Hirer will be required to remove any equipment that has not been tagged and tested; and
 - c. ensure no equipment is stored within one metre of any fire extinguisher.

Assignment and Novation

107. The Hirer must not, without the CoA's prior written consent (which may be withheld or granted on conditions in its absolute discretion), assign or novate any right, benefit or interest under this Agreement.

108. The CoA may assign or novate these Terms and Conditions or any right, benefit or interest under this Agreement without the prior consent of the Hirer (acting reasonably, and on the condition that the assignee agrees to be bound by this Agreement as if they were named as a party to it in substitution for the CoA).

Intellectual property rights

109. The Hirer will ensure that any:

- a. material, trade marks or other intellectual property (**Materials**) provided to the CoA for publication do not infringe the intellectual property rights of third parties, and that the use and publication of those Materials will not cause the CoA or the Hirer to breach any third party rights; and
- b. branding, insignia and trade marks of the CoA are only used with its prior written consent and in accordance with any applicable branding guidelines issued by the CoA from time to time.