



Yarra Plenty Regional Library Services

Venue Hire

Terms and Conditions

06 February 2025

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The Terms and Conditions detail your obligations as a Hirer of a Yarra Plenty Regional Library (YPRL) space. Failure to comply will result in additional charges and/or suspension of future bookings. YPRL is committed to fostering an inclusive and respectful environment for all community members. By entering any of YPRL’s facilities patrons agree to conduct themselves in a respectful manner towards council employees, contractors, other community members, as well as cause no harm to YPRL assets. YPRL has zero tolerance for any behaviour that does not align with our values of respect, integrity, service, and empower.

For further information contact YPRL via email venuehire@ypri.vic.gov.au. To make, view or edit a booking visit <https://www.yprl.vic.gov.au/about-the-library/services/venue-hire/>

Definition

Hirer: a group or individual over the age of 18 years who is responsible for hiring a space within a YPRL Facility. Individual over 16 years of age must be YPRL library member to hire a space.

Senior Citizens Fees: to qualify for the Senior Citizens fees, the Hirer should be part of Council recognised senior citizens group, and hiring the space for non-commercial purposes.

Community Groups Fees: to qualify for Community Groups fees, the Hirer should be a legitimate not for profit organisation or a community group charging minimal or no fees for services. This category applies when the planned activity aims to promote art, education, culture, fitness, and well-being, among other community-oriented purposes.

Private Groups Fees: the Hirer that does not qualify as Senior Citizens or Community Groups will be included in this group and charged Private Group Fees.

Regular bookings: a minimum of 6 booked sessions at one space per calendar year.

Non-regular bookings: one off or less than 6 bookings in a calendar year.

Conduct

The Hirer is responsible for all attendees/participants’ behaviour including providing sufficient and competent adult supervision.

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.

For bookings on weekends and after hours, it is recommended Hirers set the automatic doors to exit once patrons have arrived. This will ensure security for guests and to deter members of the general public entering the facility during private functions.

Fees and Charges

Fees

Regular Bookings – charged fees will be invoiced monthly in arrears with payment required within 15 days of the invoice date.

Non-regular bookings - Fees are to be paid in full 14 days prior to your booking or immediately if the date is less than 14 days from the hire dates.

Fees are reviewed and updated each year from the 1 July once the budget has been formally adopted by YPRL Board.

YPRL may terminate the booking if the hirer has an outstanding balance exceeding 90 days.

Payment Options

Details for payment will be listed on your tax invoice. The only available payment options are credit card via BPOINT, secure online payment system, and BPAY.

Bond

YPRL reserves the right to request a refundable security bond. The bond must be paid within 14 days of the booking being made or immediately if the booking date is less than 14 days. If the bond is not paid within this time frame, the booking will be regarded as “not confirmed” and may be cancelled without notice.

If no breach of the Terms and Conditions has occurred refunds are proceeded via Electronic Funds Transfer (EFT), the original card, or Bpay bank account used for bond payment.

The bond will be applied towards:

- damage to, or loss of, any YPRL, private or public property in the vicinity of the YPRL branch;
- the cost of any additional cleaning required as a consequence of the hire of the YPRL space;
- Early access without notices or payment.

The bond will be held, in trust, until the end of the hire period or earlier termination.

Additional Charges

YPRL reserves the right to recover costs associated with any repairs which may incur additional charges, these charges are final and non-negotiable.

The additional charges will be taken first from the security bond. Where the charges exceed the bond amount or no bond was requested, an invoice for any additional charges will be issued.

Cancellations

Where the Hirer cancels the booking, a minimum of 2-business days’ notice prior to the event must be made through the Customer Portal or via email to be eligible for a full refund of the hire fee.

YPRL reserves the right to cancel an event at their discretion, with or without giving notice. YPRL will not be liable for any loss to the Hirer due to cancellation by YPRL. YPRL will endeavour to assist groups to relocate to an alternative space where possible if the booking is cancelled due to:

- YPRL and/or Council events
- Facility maintenance
- Municipal, State or Federal elections
- National or regional emergency
- Code Red days
- Emergency maintenance
- Pandemic testing or vaccination sites

Where alternate venue options are not available, the Hirer will have the option of a full refund or to reschedule their event, future dates will be subject to availability.

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@ypri.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.

Hiring Information

Induction

An induction will be provided to familiarise the Hirer with building security, emergency procedures, and general housekeeping. Specific information regarding after-hours key and swipe access will be provided to you upon booking a YPRL space.

It is the Hirers responsibility to ensure an onsite induction is booked with YPRL prior to the booking date. Appointments are available during business hours Monday to Friday 9:00am to 4:30pm. Please allow a minimum of 30 minutes for your appointment.

Booking Time

All bookings must be a minimum of 30 minutes.

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.

Balloons and Decorations

Helium balloons are strictly prohibited in the hired space. The cost to remove and dispose of balloons will be charged to the Hirer.

All property, decorations, catering appliances, or fittings belonging to the Hirer must be removed by the end of the booking time. Suitable temporary wall fixing options for your decorations can be discussed with YPRL staff at the induction.

Cleaning Requirements

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

Any damage to the hired space must be reported to YPRL as soon as possible after your booking.

Hirers are required to bring their own cleaning equipment including but not limited to, garbage bags, sponges, surface sprays, and tea towels. A mop and bucket, broom, and dustpan are provided at each facility.

Cleaning duties include:

| | |
|--------------------|---|
| Floors | Sweep, mop and/or vacuum after each booking. Vacuum to be emptied. |
| Fridge | Empty all items and clean any spillages in fridge and freezer. |
| Furniture | Put away all furniture in an organised manner. |
| Kitchen Appliances | Wiped clean and turned off. |
| Oven/Bain Marie | Wiped clean and turned off. Remove trays and return to YPRL if applicable |
| Rubbish | All internal rubbish bins to be emptied and placed in the correct recycling and garbage bins. If rubbish exceeds the provided bins, rubbish is to be removed from the facility and disposed of at home or alternate rubbish disposal venue. |
| Surfaces | Wipe clean and sanitise all surfaces and appliances. |
| Toilets | Benches and floors need to be clear of all paper towel, toilet paper, wrappers, human waste, etc |

Compliance

Alcohol

Alcohol can be consumed but not sold on the premises. The Hirer may be required to obtain a temporary liquor license if they wish to sell alcohol. A copy of this license is required to be given to YPRL Officers prior to the event.

Any persons under the age of 18 cannot consume alcohol or be under the influence of alcohol at a YPRL premises under any circumstance. Fines may apply.

Ensure you are aware and understand your responsibilities regarding the use and consumption of alcohol. For further information, please visit the Victorian Commission for Gambling and Liquor Regulation website Victorian Gambling and Casino Control Commission | (vgccc.vic.gov.au)

Gambling

Except in circumstances where the Hirer has sought and obtained written permission for the playing of bingo, no game of chance at which, either directly or indirectly, money is passed as a prize may take place in any part of YPRL facilities.

Sale of food

The Hirer must comply with the Food Act 1984. If the Hirer sells or intends to sell food, 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 YPRL facility does not comply with the requirements of the 'Guidelines for Food Premises Design and Equipment' based on the ANZFA Food Safety Standard.

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

Insurance and Risk

A copy of the certificate of currency for public liability insurance with a minimum cover of \$20 million must be provided by:

- an incorporated body and/or business booking the community facility;
- external services providing entertainment at the booking e.g. jumping castles, animal experiences etc.

YPRL at its sole discretion may also require the Hirer to provide the following:

- a satisfactory risk management plan;
- traffic management plan;
- security plan or any other information YPRL believes is relevant to the hire of the space.

Failure to provide the required information may result in the booking being cancelled.

Noise Levels

Noise and music levels must be kept at minimum levels both inside and outside the hired space. Please be mindful that YPRL facilities are shared spaces that are located within residential areas.

In line with Environment Protection Authority Victoria (EPA), musical instruments and electrical audio goods, including stereos, radios, TVs, and public address systems can only be used during the following times:

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| Monday to Thursday | 7am to 10pm |
| Friday | 7am to 11pm |
| Saturday and public holidays | 9am to 11pm |
| Sunday | 9am to 10pm |

Fire Alarms

YPRL facilities are fitted with smoke detectors. It is strictly prohibited to use any apparatus which may cause a false fire alarm call-out. 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/vaping inside the building.

Fire alarm call-outs will be investigated. If YPRL and/or the appropriate authority determine a fire alarm is caused by Hirer negligence, the Hirer will be invoiced for the full cost of the call out.

Smoking

Smoking/vaping is strictly prohibited indoors and within four meters of building entrance and exit doors.

Testing and Tagging

Portable electrical equipment over 12 months old must be tested for electrical safety and display a current test tag complying with Australian Government Safety Standards AS3760. This applies to electrical equipment brought onto the property by a hirer, contractor, or event attendees/guest.

Party Safe Registrations

All bookings for events that are celebratory in nature, considered a party to an outside observer, must be registered through the Victoria Police Party safe Program a minimum of 7 days' prior to the event. The program aims to minimise risks to safety such as violence, intoxicated guests, or gate crashers. Register your party online <https://www.police.vic.gov.au/party-safe> or at your local police station.

Safety

Child Safety

Victorian organisations that provide services or facilities for children are required by law to implement Child Safe Standards to protect children from harm.

The Child Safe Standards are a compulsory framework that supports organisations to promote the safety of children by requiring them to implement policies to prevent, respond to and report allegations of child abuse and harm.

More detailed guidance on how organisations can comply with the Standards is included in the Commission for Children and Young People's A guide for creating a Child Safe Organisation.

Capacity Numbers

Capacity numbers are determined by the building occupancy certificate. Capacity numbers must be adhered to at all times and are for the safety of all attendees. Hirers that do not comply with capacity limits will be liable for any incidents that may occur and may result in restrictions to future bookings.

General

Ensure emergency exits always remain clear of any objects or equipment. In the event of an emergency, unobstructed exits are vital for the safety and swift evacuation of all individuals within the premises.

For bookings on weekends and after hours, it is recommended Hirers set the automatic doors to exit once patrons have arrived. This will ensure security for guests and to deter members of the general public entering the facility during private functions.

Maintain proper housekeeping in storage locations for safety and accessibility.

Do not use stored equipment belonging to other hirers.

All personal equipment and belongings are to be removed from the facility or stored in designated storage locations after each use.

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 facility.

General

Social Media

It is strongly recommended events are not posted on social media sites. Hirers may be held liable for incidents and/or damage caused as a result.

Shared Spaces

YPRL reserves the right to hire available spaces to various Hirers at the same time. Some facilities have multiple spaces available for hire resulting in sharing of the foyer and toilets within the facility. It is the responsibility of every Hirer to ensure these areas are kept clean and accessible.

Car Parks and Outdoor Areas

Hirers wishing to use outdoor areas including car parks for activities during allocated booking times, must contact YPRL at venuehire@yprr.vic.gov.au. Once approval has been granted, a copy must be provided to the YPRL Officer at the YPRL facility.

After Hours Assistance

Please report any maintenance or security issues to the afterhours number advertised on the hired space.

If you find any criminal activity or vandalism at the facility prior to, or during your event, please contact the Police on 000 immediately. You are also required to report the findings to the afterhours number.

If the After-Hours Officer is called to attend the facility due to Hirer negligence, e.g. emergency/duress false alarm, the Hirer will be charged for the associated cost.

Promotion

As a Hirer of a YPRL space, you permit YPRL to promote your organisation name, contact details and activity type on YPRL's website and facility timetables.

The Hirer will not in any way hold themselves/itself out to be a representative or associate of YPRL in relation to anything permitted to be done under these Terms and Conditions.

Indemnity

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

Privacy Statement

The personal information provided by you for the purpose of your booking of a YPRL space will be protected in accordance with the provisions of the Privacy and Data Protection Act 2014 and YPRL's Information Privacy Policy.