

Marlborough District Libraries Meeting Room Agreement

Terms and Conditions of Hire – Marlborough District Libraries

The following Terms and Conditions of Hire have been developed to ensure your event runs smoothly with minimal disruption. These Terms and Conditions should be read in full. By requesting a Marlborough District Libraries room for hire you will have deemed to have accepted these Terms and Conditions of Hire.

When booking online, you are required to accept the Terms and Conditions as part of the online request process.

Please retain a copy of these Terms and Conditions of Hire for your reference and ensure that you are aware of the responsibilities of hire.

This document supersedes all previous documents relating to the terms and conditions for hire of Marlborough District Libraries meeting rooms.

Your booking is not confirmed until you have accepted the Terms and Conditions.

In this Agreement, unless the context otherwise requires:

Agreement means the agreement between Marlborough District Libraries and the hirer in regard to the event and agreed meeting room and includes these general Terms and Conditions, the booking form and any confirmation letters/emails from Marlborough District Libraries.

Library means Marlborough District Libraries (Marlborough Library at Te Kahu o Waipuna and Picton Library and Service Centre).

Meeting Room means the Marlborough District Libraries owned meeting room and its facilities identified in the booking form (paper or electronic) that forms part of this Agreement.

Council means the Marlborough District Council.

Event means the purpose for which the meeting room is hired as described in the booking form (paper or electronic) that forms part of this Agreement.

Venue Hire Price is the fee charged for use of the meeting room, as specified in the [confirmation email or letter received from Marlborough District Libraries in relation to the hirer's booking].

Hirer means the person(s) or legal entity named as hirer in the booking form (paper or electronic) that forms part of this Agreement.

Hire Period is the agreed time for which the meeting room is hired, and includes the induction to the meeting room and cleaning time after the event.

By accepting this Agreement the Hirer warrants and confirms that:

By booking a Meeting Room the Hirer is accepting this Agreement and warrants and confirms that:

- a. I have read and understand the full Terms and Conditions of Hire; and

- b. I am at least 18 years old and have the delegated authority to enter into this Agreement for and on behalf of the Hirer.

Please note the Council may, at its own discretion, change or update the Terms and Conditions in this Agreement any time it thinks appropriate.

General conditions of use – further detail below

1. The Council reserves the right to ask for proof of legal identity or of legal entity. Legal entity is a registered group or individual who has the capacity to:
 - a. Enter into agreements and contracts;
 - b. Assume obligations;
 - c. Incur and pay debts;
 - d. Sue and be sued in their own legal right;
 - e. Be accountable for illegal activities.
2. The person who makes the booking (or the legal entity's representative as notified to the Council or Library) is required to be present for the duration of the Event.
3. The stated capacity of the Meeting Room must not be exceeded at any time. It is the Hirer's responsibility to understand the venue's capacity and ensure it is not exceeded.
4. The Hirer must ensure that a parent or designated caregiver, who is at least 18 years of age, accompanies all children under 10 years of age who are in the Meeting Room during the Hire Period.
5. It is the Hirer's responsibility to ensure the general public does not have access to the Meeting Room, including toilets, when hiring the Meeting Room after hours.
6. All statutory rules, regulations and bylaws in force shall be observed by the Hirer.
7. It is the responsibility of the Hirer to ensure the health and safety of all persons attending their Event – see further detailed requirements in the 'Health and Safety' section.
8. It is the responsibility of the Hirer to inspect the Meeting Room at the commencement of the Hire Period to ensure its condition is safe. Any hazards should be reported immediately to Library staff.
9. Library meeting rooms are designed for a specific use. The Hirer must consider the suitability of the particular venue for their Event when making a booking.
10. The Hirer must not remove or permit the removal of any furniture, equipment or other contents from a Meeting Room without the permission of the Library or Council.
11. The [Library](#) and [Council](#) privacy policies apply to all Hirers.
12. It is the Hirer's responsibility to ensure that the requirements of the Health and Safety at Work Act 2015, Smoke-free Environments Act 1990, and Sale and Supply of Alcohol Act 2012 (as they apply to the Hirer's intended use of the Meeting Rooms) are met.
13. No animals are permitted in the Meeting Room, other than guide dogs for the visually impaired, registered companion animals or official animals of the NZ Police (except in the case of animal shows and exhibitions but subject to compliance with all relevant laws).
14. The Hirer must not allow any illegal activities to take place in or outside the Meeting Room during the Hire Period.

15. Behaviour of the Hirer and/or attendees of the Event must be respectful at all times towards attendees of other events (if any), Library and Council staff and representatives of any Council engaged contractors and members of the public. Any behaviour that is intimidating, harassing or harmful can be reported to the Library.
16. It is the Hirer's responsibility to advise Library staff immediately if there are any safety concerns from a person(s) disorderly behaviour, and if unable to do so to contact the police.
17. The Meeting Room is part of a functioning library, and it is the Hirer's responsibility to ensure their Event is not disruptive in any way to other library users and members of the public, and that noise levels are kept to an acceptable level at all times.
18. The Library is politically neutral. Meeting rooms are not available for hire by political parties or organisations for events or meetings such as political party campaigns, hoardings or political canvassing. This includes signage, political paraphernalia and physical presence both inside and around the Library.
19. All notices (including leaflets, posters etc.) are only permitted on Library white boards and must not be stuck on/pinned to any other surface.
20. Chewing gum is not permitted in any of Library community facilities.
21. Nothing in this Agreement creates a landlord – tenant relationship between the parties.
22. Notwithstanding any other provision contained in this Agreement, the Council may refuse admission to any person or require any person attending the Event to leave the Meeting Room at the sole discretion of any Council staff or their representative.
23. All persons signing or accepting this Agreement online (whether as an individual Hirer, director or other authorised signatory of another legal entity) shall be bound personally to abide by all of the Terms and Conditions contained in this Agreement and to fulfil all of the Hirer's obligations under this Agreement as a principal obligor.

Bookings

24. Meeting rooms may incur a hire fee – all fees quoted at the time of making the booking are GST inclusive.
25. Bookings are for a minimum one hour.
26. Meeting rooms are available during library hours and after hours by arrangement.
27. The Hirer must precisely state the type of activity and Event to take place and use the Meeting Room for that purpose only.
28. Room reservations are limited. Recurrent bookings and exceptions are approved on a case-by-case basis.
29. The stated capacity of the Meeting Room must not be exceeded at any time. It is the Hirer's responsibility to understand the capacity and ensure it is not exceeded.
30. Library meeting rooms are booked for a specific use. The Hirer must only use the area they have booked and paid for.
31. The Hirer shall ensure all persons have vacated the Meeting Room by the end of the Hire Period.
32. Set up and pack down time must be allowed for and included in the Hire Period.
33. The Hirer must adhere to the confirmed Hire Period. Failure to do so can incur additional charges (hourly rate) and possible cancellation of future bookings.
34. Cancellation rules apply to all amended bookings that result in a different time period, except for the extension of existing booking time frames.

Payment

35. All fees and charges quoted at the time of the booking are current at that time and may be subject to change.
36. All fees quoted at the time of the booking are GST inclusive. Any fees payable in relation to cancellation of hire exclude GST.
37. The Hirer shall be liable for the payment of all amounts owing to the Council pursuant to this Agreement, whether or not the services of the Council are provided to the Hirer, or to some other person, firm or corporate body at the Hirer's request, and notwithstanding that the Hirer may have incurred all or any part of that indebtedness as an agent for any other person, firm or corporate body.
38. If payment is overdue for 14 days or more, the outstanding amount will be a debt due to the Council and may be referred to a debt collection agency or other duly authorised agent of the Library for collection. In addition, the Council may at its discretion and without prejudice to its other remedies:
 - a. Suspend for such period and subject such terms as the Council in its discretion determines entitlement to credit given to the Hirer pursuant to this Agreement.
 - b. To the extent permitted by the law, refrain from supplying any goods or services to the Hirer until the Hirer has discharged all outstanding indebtedness to the Council.

Additional Charges

39. The Council reserves the right to invoice the Hirer for any additional charges resulting from the Hirers use. In addition to the Venue Hire Price paid at the time of the booking, the Hirer may also be charged for:
- a. Unsatisfactory standard of cleaning throughout the facility to ensure that it is ready for the next hirer.
 - b. Any damages or loss to the Meeting Room including but not limited to keys, facility locks or chattels caused during the Hire Period or through any breach of the Terms and Conditions in this Agreement.
 - c. Any theft of the Council or Library property from the community facility during the Hire Period.
 - d. Failure to conclude the facility hire by the agreed time.
 - e. Failure to remove Event rubbish from the community facility.
 - f. Failure to secure the Meeting Room after hire including doors, fire exits and windows.
 - g. Any cost, losses or expenses that the Council or Library incur due to a breach of the Terms and Conditions outlined in this Agreement, including but not limited to extra cleaning, rubbish removal, cancellation or refunds for the next hire due to actions resulting from failure to meet the Terms and Conditions of this Agreement.
 - h. Any unreturned access card(s) and/or key(s).
 - i. Any Emergency Services call out or fire alarm activation attendance for a non-emergency situation.
 - j. A security fee may be applied to certain bookings at the discretion of the Library.

Cancellation of Hire

40. The Hirer agrees to cancel the booking by contacting the Library.
41. Bookings can be cancelled without charge up to 48 hours prior to the Event.
42. Any refund due will be made to the account from which online payment of the Venue Hire Price was made. If the Venue Hire Price was not paid online, any refund due by the Council under this Agreement will only be paid on receipt of proof of a bank account for the Hirer.
43. The Council may terminate any booking(s), any Event and/or this Agreement at its sole discretion if it considers:
- a. The Event will, or might, contravene any statute, order, regulation, bylaw, rule of law or any other requirement of a public or local authority, or otherwise be in breach of this Agreement; or
 - b. That the management or control of the Event is deficient; or
 - c. That Council considers that the Event is or would be in breach of any of the Hirer's obligations as detailed in clause 60 – 68.
44. The Council reserves the right to cancel any bookings if any unforeseen circumstances arise. These may include, but are not limited to, emergency situations and adverse environmental/weather conditions. The Council will endeavour to provide you with an alternative meeting room.
45. The Council shall be entitled to suspend or cancel all or any part of this Agreement, in addition to its other rights and remedies, in any of the following circumstances:
- a. If the Hirer fails to meet any obligation under the Agreement with the Council.
 - b. If the Hirer is made bankrupt, dissolved, placed into liquidation, becomes insolvent, or is removed, or is likely to be removed from the register of companies.
 - c. If a receiver is appointed in respect of the assets of the Hirer.
 - d. If an arrangement with the Hirer's creditors is made or is likely to be made.

46. Upon the cancellation of this Agreement under clause 46, the Venue Hire Price will not be refunded and all indebtedness of the Hirer to the Council hereunder shall become immediately due and payable.

Cleaning, rubbish and lock-up

47. The Hirer is responsible for ensuring that the Meeting Room is left in good clean and tidy order ready for the next hirer.
48. At the end of the Event the Hirer must:
- a. Remove from the Meeting Room and appropriately dispose of all rubbish;
 - b. Switch off all electrical appliances, lights and heaters;
 - c. Ensure all windows and doors are secure;
 - d. Secure the Meeting Room;
 - e. Ensure the alarm is set and activated (where applicable).
 - f. Return all access keys to the Library per instructions;

Introduction and access to Marlborough District Libraries meeting rooms

49. It is the Hirer's responsibility to make themselves familiar with the Meeting Room, in particular:
- a. Cleaning requirements on completion of the Event.
 - b. Layout, available space and equipment provided.
 - c. Equipment packing and storing.
 - d. Fire Warden duties, including emergency evacuation procedures.
 - e. Security and lock up procedures.
 - f. The capacity of the Meeting Room.
50. For after-hours bookings at applicable sites Council will provide the Hirer with the access card or key to the Meeting Room at least one day prior to the Event.
51. It is the Hirer's responsibility to be available at the agreed times to receive the access card/key or be present at the Meeting Room at the agreed time to receive access.

Insurance

52. The Council does not arrange for or maintain any insurance cover, including for property, contents or otherwise, for the Meeting Room for the benefit of the Hirer.
53. The Hirer is responsible to arrange for and maintain any insurance cover they consider necessary and adequate. That includes any public liability insurance cover required for events to protect the Hirer against claims made by third parties for damage to people or assets.

Liability

54. The Hirer hereby indemnifies the Council, Library, its employees or agents against all claims, demands, losses, damages, costs and expenses arising from the Hirer's use of the Meeting Room or any breach of Terms and Conditions in this Agreement.
55. The Council is not responsible for the loss of or damage to any of the Hirer's property in or around the Meeting Room. Any equipment/property left in a Meeting Room is at the Hirer's own risk.
56. The Council does not warrant that the Meeting Room is suitable for the Event.

57. The Council is not liable for any loss or expense the Hirer incurs if the Council is not able to make the Meeting Room available to the Hirer as a result of fire, flood, earthquake, failure or other unavailability of any building services or other event beyond the Council's reasonable control.
58. To the extent permitted by law, the Council shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, whether in contract, tort or otherwise. The maximum amount of the Council's liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to the Venue Hire Price.

Smokefree Environments Act 1990

59. The Hirer agrees to:
 - a. Supervising and policing the Council smoke free policy.
 - b. Smoking (including vaping) is not permitted in any part of the community facility or within 5 meters of a doorway.
 - c. Smoke generating equipment is not permitted in any Council community facility.

Health and Safety

60. The Hirer must ensure access and egress for residents, businesses or emergency vehicles is available at all times and the public is not unduly inconvenienced by the hire. This includes public and private access ways that must be kept clear at all times.
61. It is the Hirer's responsibility to make themselves familiar with the evacuation procedure in case of fire at the Meeting Room and to ensure all emergency exits are clear and free of any obstacles.
62. In case of fire at a Meeting Room, the Hirer must ensure the evacuation procedure is followed immediately and fire emergency response is notified.
63. The Hirer is responsible to appoint and instruct a fire warden. The assigned fire warden must ensure all emergency exits are checked twice prior to the hire and at least once during the hire. This includes ensuring there is no interference with smoke detectors, fire extinguishers or emergency exits.
64. Any hazard a Hirer may encounter either as a result of any activity or physical condition must be reported immediately to the relevant emergency response and also by notifying a Library staff member or by calling Council on 03 520 7400.
65. It is the responsibility of the Hirer to provide first aid supplies.
66. Without limiting any additional obligations set out in this Agreement, the Hirer must:
 - a. comply with the Council's health and safety policies and procedures;
 - b. ensure it takes all practicable steps to ensure the health and safety of all personnel of the Hirer and any other persons at the Meeting Room, during the Hire Period, including service providers, the public and visitors;
 - c. comply with all reasonable directions given by the Council in relation to health and safety in connection with the Meeting Room and the Hirer's use of the same.
67. The Hirer must, so far as is reasonably practicable, consult, cooperate with and co-ordinate its activities at the Meeting Room during the Hire Period with the Council and Library, and facilitate engagement with the Council in relation to health and safety matters.

68. The Hirer must immediately notify the Council or Library of any accident, injury or illness, near miss or exposure the Hirer becomes aware of in the course of its use of the Meeting Room.

Fire and Evacuation Responsibilities

69. When hiring a Meeting Room after hours, the Hirer agrees to:
- a. Act as a Fire Warden during the term of the Hire Period;
 - b. Controlling and supervising facility emergency evacuation procedures; and
 - c. Check the position of the orange 'Warden' armband.

Emergency Exit Doors

70. Emergency exit doors are indicated as such at the Library by a marked sign.
71. Emergency exit doors are to remain unobstructed at all times.
72. Emergency exit doors are to remain closed at all times unless in an emergency.
73. The Hirer will ensure that no vehicles are parked in front of, or obstructs in any way the venues Emergency Exits.

Telephone

74. Ensure there is provision of a cell phone for emergency purposes.

Furniture and equipment

75. Hirers are responsible for setting up, cleaning and packing away any furniture and equipment used during their Hire Period.
76. Notified quantities of furniture and equipment in the Meeting Room are approximate numbers only and may vary. Tables and chairs are provided but a specific number is not guaranteed. Council reserves the right to remove or replace furniture at each Meeting Room as it deems necessary. If the Hirer requires additional furniture and equipment to that which is available, then it is the Hirer's responsibility to provide such additional furniture and equipment.
77. It is the Hirer's responsibility to ensure all furniture brought in externally for an Event is removed by the end of the Hire Period.
78. Council reserves the right to remove and, if not claimed, dispose of any equipment or furniture left in a Meeting Room after the Hire Period.
79. Council does not take responsibility for the loss or damage to any equipment, furniture or personal items left in the Meeting Room.
80. Furniture and equipment must be carried, not dragged on the floor.

Miscellaneous matters

81. The Hirer must take proper care of the Meetings Room and ensure no damage occurs.

82. The Hirer must not use nails, tacks, screws, pins or any other instrument that will cause damage to the wall surfaces, furnishings, floors and ceiling surfaces.
83. Any damage to the building, or to any art work, exhibit, furniture, fitting, fixture or chattel within a Meeting Room, must be reported immediately to a Library staff member or by calling Council on 03 520 7400.