

STUDIO 2166 TERMS OF USE

1. GENERAL INFORMATION

The Hirer must be a responsible person and at least Twelve (12) years or older.

If the Hirer is between the ages of twelve (12) and fifteen (15) they must be accompanied by a parent or legal guardian who will be held liable to Fairfield City Council (Council) for the cost of the repair of any damage or breakage to any part of the building, premises, fitting or furniture, appliances or apparatus during the term of the hire.

If the Hirer is of sixteen (16) years of age or older, they must show photo ID as proof of age. The Hirer will be held liable to the Council for the cost of the repair of any damage or breakage to any part of the building, premises, fitting or furniture, appliances or apparatus during the term of the hire.

If the Hirer is between the ages of twelve (12) and fifteen (15) the Hirer's parent or legal guardian must remain in attendance and is responsible for safety of guests and supervising all activities during the hire period.

If the Hirer is of sixteen (16) years of age or older, the Hirer must remain in attendance and is responsible for safety of guests and supervising all activities during the hire period.

Council reserves the right to refuse any booking or cancel a booking by giving as much notice as is practicable, due to emergency conditions such as urgently needed repairs, holding of Federal, State or Local Government Elections or other reasons deemed acceptable by Council.

Neither Council, nor any of its officers or stewards shall in any way be liable for any loss or damage suffered by the Hirer, or any firm or corporation supplying any article or service to the Hirer, or otherwise in consequence of the exercise of its right.

2. AVAILABILITY

Studio 2166 and its facilities are only available during opening hours and within thirty (30) minutes prior to closing.

Studio 2166 Hirers may book up to a maximum of forty-Four (44) hours a year. The minimum booking time is one (1) hour.

3. SIGN IN AND INDUCTION

All Hirers as well as parent or legal guardian must complete an induction prior to using Studio 2166 for the first time.

All Hirers as well as parent or legal guardian must sign in at the Workary front desk before entering Studio 2166.

4. FEES AND CHARGES

There are no hire fees and charges associated with Studio 2166. Notwithstanding any additional costs that may be incurred as a result of the hirer's use of Studio 2166

4.1 ADDITIONAL COSTS

If the Hirer is of sixteen (16) years of age or older, they will be responsible for any cost that may be incurred as a consequence of the Hirer's use of Studio 2166.

If the Hirer is between the ages of twelve (12) and fifteen (15) the Hirer's parent or legal guardian, will be responsible for any cost that may be incurred as a consequence of the Hirer's use of Studio 2166.

Additional costs will include but are not limited to:

- Cleaning fee
- Unauthorised use of fire equipment
- Any extra hours outside hire times as per the Hire Agreement

5. CANCELLATION

If the Hirer is of sixteen (16) years of age or older, they may cancel any booking by contacting the Booking Officer either verbally or in writing at least two (2) hours prior to the session

If the Hirer is between the ages of twelve (12) and fifteen (15) the Hirer's parent or legal guardian may cancel any booking by contacting the Booking Officer either verbally or in writing at least two hours prior to the session.

6. SETTING UP

Setting up times must be pre-arranged with the Booking Officer.

The hire times as prescribed on the Hire Agreement must be strictly adhered to (these times include setting up and cleaning up).

If the hirer is of sixteen (16) years of age and wishes to extend the prescribed hire times, the Booking Officer must be advised at least one (1) hour prior to the session ceasing.

If the Hirer is between the ages of twelve (12) and fifteen (15), and wishes to extend the prescribed hire times, the Hirer's parent or legal guardian must notify the Booking Officer at least one (1) hour prior to the session ceasing. Nails, screws or any other fasteners including tape and Blu-Tac MUST NOT be driven into or affixed in any way to the walls, floors, timber work, furniture or fittings.

7. HIRE EQUIPMENT

Prior to hiring equipment, if the Hirer is of sixteen (16) years of age or older, the Hirer shall inspect the equipment to be hired with the Booking Officer to ensure that the equipment is appropriate and safe for the use intended. The Hirer shall report any breakages or problems to Council as soon as possible.

Prior to Hiring equipment, if the Hirer is between the ages of twelve (12) and fifteen (15) the Hirer's parent or legal guardian shall inspect the equipment to be hired with the Booking Officer to ensure that the equipment is appropriate and safe for the use intended. The Hirer's parent or legal guardian shall report any breakages or problems to Council as soon as possible.

8. SMOKING AND ALCOHOL

Smoking is not permitted within the building and/or (ten) 10 metres of entrance/exit, loading dock or any ventilation source of a Council-owned building.

Council does not permit any Hirer to consume alcohol within Studio 2166.

9. NOISE LEVELS AND DISORDERLY CONDUCT AND SUPERVISION

The Hirer is responsible for ensuring that sound levels are monitored regularly and at all times maintained at an acceptable level which will avoid disturbance to other patrons of the Library.

If the Hirer is of sixteen (16) years of age or older, the Hirer shall take all reasonable steps to prevent disorderly conduct throughout the period of the hire and when leaving Studio 2166. The Hirer is responsible for all consequences relating to all behaviour of people attending Studio 2166.

If the Hirer is between the ages of twelve (12) and fifteen (15) the Hirer's parent or legal guardian shall take all reasonable steps to prevent disorderly conduct throughout the period of the hire and when leaving Studio 2166. The Hirer's parent or legal guardian is responsible for all consequences relating to all behaviour of people attending Studio 2166.

10. CHILD PROTECTION LAWS

If your activity involves children under the age of 18, you are legally required to comply with Child Protection Acts including conducting employment screening in line with this legislation.

11. FIRE REGULATIONS

All exit doors are to be kept clear and unobstructed at all times. Fire extinguishers and hoses are located within the building. Unlawful use of the fire extinguishers or fire hoses is strictly prohibited. This equipment is not to be

removed from Council's premises. Misuse of this equipment will result in discontinued use of Studio 2166.

Naked flames, smoke machines or sparkles are not permitted within the building. Placing or throwing of inflammable items is prohibited.

All patrons of Studio 2166 are to familiarise themselves with the Fire Evacuation Plan located in the building.

In case of fire or similar emergency, evacuate the building following the instructions of Emergency Wardens and staff.

11.1 OBJECTIONABLE MATERIALS

The bringing into the facility of confetti, chewing gum or any other articles deemed by Council to be objectionable is prohibited.

12. CLEANING AND REMOVAL OF GARBAGE

If the Hirer is of sixteen (16) years of age or older, the Hirer must leave Studio 2166 clean and tidy. A cleaning fee may apply for any extra cleaning required.

If the Hirer is between the ages of twelve (12) and fifteen (15) the Hirer's parent or legal guardian must leave Studio 2166 clean and tidy. A cleaning fee may apply to the parent or legal guardian for any extra cleaning required.

If the Hirer is of sixteen (16) years of age or older, the Hirer is responsible for all the rubbish to be placed in garbage bags and placed in the bins provided. No loose rubbish is to be left behind.

If the Hirer is between the ages of twelve (12) and fifteen (15) the Hirer's parent or legal guardian is responsible for all the rubbish to be placed in garbage bags and placed in the bins provided. No loose rubbish is to be left behind.

13. PARKING

Studio 2166 does not have any designated or specific parking allocated for Hirers. Bikes and skateboards are not permitted within Studio 2166.

Public parking is available along Railway Parade, McBurney Road and Park Road. Parking limits and fees may apply.

14. LOSS OR DAMAGE AND REPAIR

Studio 2166 will not accept any responsibility for articles left on the premises.

Any article brought into Studio 2166 by or on behalf of the hirer, are the responsibility of the Hirer. Studio 2166 accepts no responsibility for loss or damage of articles left in the building prior to, during or after the session

If the Hirer is of sixteen (16) years of age or older, the Hirer shall be held responsible for the cost of making good, any loss or damage to the building, floor, furniture, hire equipment, appliances or fittings arising out of, and in the course of the session.

If the Hirer is between the ages of twelve (12) and fifteen (15) the Hirer's parent or legal guardian shall be held responsible for the cost of making good, any loss or damage to the building, floor, furniture, hire equipment, appliances or fittings arising out of, and in the course of the session.

Studio 2166 retains the right to determine the cost of any damage or cleaning.

15. ADVERTISING

If individuals, groups and organisations intend to advertise an event that they are holding at Studio 2166 they must get approval from Studio 2166 Management first before advertising the event to ensure that there is no implication or otherwise that the event is being run or being sanctioned by Studio 2166.

16. NUDITY

Nudity is not permitted within Studio 2166.

17. FOOD AND DRINK

Food and drink is not permitted within Studio 2166.

18. USE OF PERSONAL EQUIPMENT

If a Hirer wants to use their own personal equipment, the Hirer must ensure that all personal equipment [excluding laptops] has been electrically tagged and tested within the last 12 months.

19. FACILITATION OF WORKSHOPS

The Hirer is not permitted to run workshops out of Studio 2166 and have external customers pay to utilise the space. Studio 2166 is free for everyone to use.

20. CONTENT OF MATERIAL

Studio 2166 accepts no liability for the content of material created by the Hirer within Studio 2166. The Hirer is to ensure that content created in Studio 2166 is not any anyway illegal, obscene or infringes on copyright. The Hirer is responsible for licensing the material created with Studio 2166. Council staff reserve the right to end any session without notice if the Hirer is in breach of the Terms of Use.