

CITY OF BELMONT

# Multimedia Recording Suite

Terms and Conditions of Use

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**These Terms and Conditions apply to all facility users unless otherwise expressly agreed in writing by the Ruth Faulkner Library. By making a booking for the Multimedia Recording Suite, you acknowledge you have read, understand, and accept these Terms and Conditions.**

## **Suitable Use**

The Multimedia Recording Suite is made available for community members to record their intended content and view any original content they create.

The Multimedia Recording Suite is not intended for commercial or professional use.

Users aged under 18 must be supervised by an adult at all times when using the Multimedia Recording Suite. City of Belmont staff may request to view proof of age prior to allowing access to the Multimedia Recording Suite.

It is the responsibility of the hirer to:

- Determine that the Multimedia Recording Suite is suitable to support the creation of your intended content.
- Determine that your equipment is compatible with the Multimedia Recording Suite.
- Determine the technical ability of any personnel engaged by you.
- Ensure that any master recording is technically satisfactory for your intended use.
- Abide by all copyright, censorship, intellectual property and other relevant laws and legislation while creating/recording/viewing content.

The Multimedia Recording Suite is located within Ruth Faulkner Library. Ruth Faulkner Library reserves the right to refuse any booking that:

- Does not make use of the Multimedia Recording Suite for its intended purposes.
- May cause disruption/annoyance to other users of the library and the adjoining museum area.

Ruth Faulkner Library will make the Multimedia Recording Suite available to you for the duration of your agreed booking for your project.

The Multimedia Recording Suite has the following typical use capacity limits:

Recording Room: 15 people

Editing Room: 2 people

Larger groups should contact the Specialist Customer Engagement at [libraryandmuseum@belmont.wa.gov.au](mailto:libraryandmuseum@belmont.wa.gov.au) to confirm that additional numbers can be accommodated.

We reserve the right to require any person in excess of the capacity given above to leave the Multimedia Recording Suite on request.

## Booking Times

The Multimedia Recording Suite is available for hire between the following times:

Monday to Friday: 9:30am to 6:30pm

Saturday: 10:30am to 2:30pm

Sunday: 1:30pm to 3:30pm

**IMPORTANT:** Set up and pack up must occur within your allocated start and finish times.

## Booking the Suite

All bookings must be made via our online hosting partner SpacetoCo, found at [www.spacetoco.com](http://www.spacetoco.com).

Bookings are available to users aged 18 and over. Persons aged 17 and under must be accompanied by an adult at all times. Ruth Faulkner Library reserves the right to require proof of age prior to approving a booking.

A maximum of three bookings can be made in advance.

All bookings are subject to review and approval.

Full payment is required to secure your booking.

A booking confirmation email will be sent once payment has been received.

At the end of the booking, hirers must vacate the suite and remove all masters and any equipment brought or hired for use in the studio.

**IMPORTANT:** Please note that if you have used the provided laptop or PC, all data will be removed from these devices at the end of your session. Once removed, this data cannot be recovered.

## Inspection

If you wish to view the Multimedia Recording Suite prior to making a paid booking, you may make a free, 30 minute inspection-only booking via our online hosting partner SpacetoCo, found at [www.spacetoco.com](http://www.spacetoco.com).

## Our Rates and Fees

Ruth Faulkner Library requires payment in full before access to the Multimedia Recording Suite will be granted.

All prices listed below include GST:

Hourly rate: \$25.00 p/hour

Full day (9 hours between 9:30am and 6:30pm): \$150.00 (max)

Any cost associated with hiring external technicians or consultants to assist with your recording (e.g., lighting consultant, sound engineer) is the responsibility of the hirer and is not included in the fees above.

## Cancellations and Booking Extensions

You are responsible for your timely arrival to your booked session, and that of any personnel you have hired to assist you in your project.

You may cancel up to 24 hours prior to your booking to receive a full refund.

If you cancel within 24 hours of your booked time, you will forfeit 50% of your booking fee.

Cancellation of any personnel you have arranged to assist you with your recording is the responsibility of the hirer and any cancellation fees are payable to those personnel by the hirer.

You are also responsible for ensuring the booked period is long enough to complete your recording including set-up and pack-up. Ruth Faulkner Library cannot guarantee that the Suite will be available should you wish to extend your session.

Any additional time will be charged at the hourly rate as a minimum. Alternatively, you can book another session at a later date.

## Available Support & Use of Own Equipment

Access to the Multimedia Recording Suite is provided on DIY basis and does not include technical support beyond what is included in the provided User Guides. Users of the Multimedia Recording Suite are expected to have an appropriate level of knowledge to complete any recording themselves. It is strongly recommended that users read the User Guides available to familiarise themselves with the technology and options available prior to making any booking.

Hire of external technicians or consultants to assist with the production of your recorded material (i.e., lighting consultants, sound/mixing engineers) is the responsibility of the hirer.

Use of your own equipment is at your own risk and Ruth Faulkner Library will not provide technical support for equipment that is not owned by the City of Belmont. The City of Belmont is not liable for any damage, theft or loss of equipment brought to or used in the Multimedia Recording Suite.

## Technical Faults

User Guides including troubleshooting/FAQ sections are available to view in the Multimedia Recording Suite, at <https://www.belmont.wa.gov.au/discover/places-to-go/ruth-faulkner-library-and-belmont-museum/your-library/library-and-museum-spaces>

If you cannot resolve the issue yourself, you must promptly notify Ruth Faulkner Library staff of the technical difficulty you are experiencing in your session.

Staff can provide basic troubleshooting on demand in line with the documentation provided in the User Guides.

While every effort will be made to rectify an issue, Ruth Faulkner Library cannot guarantee that technical issues will be rectified immediately or within your booked time.

It is strongly recommended that the hirer check the recorded content upon completion of their session. If your recorded material is defective or incomplete because of technical failure experienced, you must notify us in writing within 24 hours of the conclusion of your booking time. Written notification including session date and time should be forwarded to Specialist Customer Engagement via [libraryandmuseum@belmont.wa.gov.au](mailto:libraryandmuseum@belmont.wa.gov.au)

If we are unable to remedy or retrieve any lost material, our maximum liability to you will be limited to the fee you paid to hire the Multimedia Recording Suite.

In the unlikely event of a failure or breakdown or unavailability for any reason on our part which affects your pre-booked session, the Ruth Faulkner Library will (as soon as can reasonably be arranged) re-book a session for an equivalent duration OR refund to you any booking fee already paid as a full remedy.

## **Back Ups**

You must bring your own portable hard drives for the purpose of recording. It is strongly recommended that you also back up each session to your own portable device.

A list of suitable devices is available in the User Guide documentation and can be purchased from the Library Shop.

### **Advanced System Users**

Media cannot be stored or saved as a backup on the provided laptop or PC in the Multimedia Recording Suite. These devices are restarted at the end of each booking and all session data is removed from all storage locations and caches. Once restarted, no data can be retrieved.

### **One Button System Users**

Recordings produced using the One-Button System are backed up and securely stored however access to backed up material is not immediate. Backed up copies of recordings can be requested by completing the form located at <https://www.belmont.wa.gov.au/discover/places-to-go/ruth-faulkner-library-and-belmont-museum/your-library/library-and-museum-spaces/multimedia-recording-studio>

Ruth Faulkner Library cannot guarantee that backup copies of your recording will be available indefinitely. Recordings are routinely overwritten when the hard drive storage device becomes full and/or maintenance is undertaken on the storage device.

On-demand requests to have backup copies of your recordings removed from the City's storage device/s must be sent via email to [libraryandmuseum@belmont.wa.gov.au](mailto:libraryandmuseum@belmont.wa.gov.au) from the same email account that the booking was made with. Requests may not be completed immediately, and you will be informed by return email when the recording has been removed.

Ruth Faulkner Library takes no responsibility for media that deteriorates over time, breaks, develops faults, or is in a format that is obsolete. We do not guarantee that backups can be recovered as the service is used as a last resort and should not be relied on to maintain data integrity.

## Code of Conduct

The Library and Museum Code of Conduct requires that users respect others making use of the library and museum space at all times. This includes ensuring your conduct and that of your personnel is appropriate for a public space frequented by people of all ages.

No food is allowed in the Multimedia Recording Suite at any time. Water is permitted and must be contained in a secure, non-spill container at all times.

Ruth Faulkner Library is a community facility and is a smoke and drug free environment. No smoking, vaping or drug taking is permitted anywhere inside the premises by you or your personnel.

CCTV is recorded throughout the building and evidence of smoking, vaping or drug taking will result in the immediate cancellation of your booking without refund and denial of future booking requests.

If in the City's judgement, the space is left in a state that is unfit for use or damage is caused to the venue, property, equipment, fixtures, or fittings a cost may be incurred by you for additional cleaning, repair, or replacement. Future booking requests may also be denied.

Disruptive, abusive and/or aggressive behaviour towards staff will not be tolerated and will result in the cancellation of your booking without refund and denial of future booking requests. You will be instructed to leave the premises and may be excluded for a period of time.

## Liability

Notwithstanding any other provision contained within these Terms and Conditions, Ruth Faulkner Library, Belmont Museum, and the City of Belmont will not be liable to you (and any of your personnel) for any indirect or consequential loss or damage arising from any fault in the Multimedia Recording Suite or any act or omission of the City of Belmont or its employees in providing the facility to you. Whilst every effort is made to ensure reasonable security at Ruth Faulkner Library, we accept no liability for loss, theft or damage to your property, tapes, or recording/backup media whilst on our premises.

## **Indemnity**

You indemnify the City of Belmont employees against all and any losses, damages or claims by third parties howsoever arising in respect of any loss or damage to any property including tapes, discs and media, corruption of data or computer systems and software, breach of intellectual property rights, personal injury or death, breach of contract or breach of law caused by any act or omission by you or your personnel. You are liable for all and any losses, damages or claims in respect of any loss or damage to any of our property including tapes, discs and media, corruption of data or computer systems and software, personal injury, breach of contract or breach of law caused by any act or omission by you or your personnel.

## **Lost Property**

Lost property found by the hirer is to be reported to staff immediately.

## **Emergency Procedures and Evacuation**

Evacuation diagrams for Ruth Faulkner Library and Belmont Museum are displayed prominently throughout the building. The hirer is responsible for familiarising themselves with emergency exits. Upon activation of an alarm, a tone will sound throughout the building and staff will respond. In the event of an emergency, the hirer (and your personnel) is responsible for following the direction of staff.

## **Incident Reporting**

The hirer must immediately report to staff any incident including, but not limited to, near misses, allegations of theft or criminal activity, security breaches or threats and injury or death.

## **Trading on Local Government Property**

Hirers cannot use the facility for the purposes of carrying on a business with the intention to sell goods or services.