

The Digital Studio

Terms of use

2 December 2024

You must be a City of Moreton Bay library member to access The Digital Studio. If you are not already a member, you can [join now](#).

City of Moreton Bay Libraries operates The Digital Studio in the North Lakes Library. The Digital Studio features recording and podcasting equipment, vinyl cutting, robot play equipment and more. A full list of studio equipment and the studio's hours of operation are available on the Libraries' website.

It is a condition of entry into The Digital Studio that you acknowledge and agree to the following terms.

Definitions

"Booking" means the hirer's online booking. A booking is taken to have been made at the date and time at which the online booking is accepted.

"Council" means Moreton Bay City Council.

"Hirer" means the person nominated on the booking form.

"Libraries" means City of Moreton Bay Libraries.

"Library" means the North Lakes Library.

"Studio" means The Digital Studio.

"User" means the person or persons who use the studio on behalf of the hirer.

Council policies and guidelines

All hirers/users must comply with the Libraries' policies and guidelines including, but not limited to:

- these terms and conditions;
- the Conditions of Entry for Libraries; and
- the [Terms and Conditions of Use - Cultural Services Public Technologies or Services Moreton Bay Regional Council](#).

Failure to comply with Council's policies and guidelines may lead to the hirer/users being asked to leave the studio and/or the Library.

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Bookings

All bookings must be made online on the Libraries' website.

For all bookings, the hirer must:

- be 18 years of age or older;
- be a current City of Moreton Bay Library member; and
- agree to and comply with these terms and conditions of use.

If you are younger than 18 years and would like to use the studio, you must have someone 18 years or older make the booking on your behalf (the "hirer") and be supervised by that person for the duration of your session.

The hirer is responsible for ensuring that:

users have read and are familiar with these terms and conditions; and

users comply with these terms and conditions; and

only users authorised to use the studio on behalf of the hirer are present in and use the studio during the session.

Council reserves the right to accept, change, refuse or cancel a booking at any time without notice.

Hire period

Each studio booking is for two hours and is limited to casual bookings. Council will not accept permanent bookings by way of a lease or licence.

Cancellation of bookings by Council

Council may cancel a booking at any time, at its absolute discretion, without notice to, or recourse by, the hirer.

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General conditions of studio use

Material/content created or produced in the studio must not be offensive or inappropriate, as determined by Council.

Council is not responsible for any material/content created or produced by the hirer/users in the studio, including recordings and podcasts.

The hirer/users are responsible for data storage and must save any material/content created or produced to either their own external storage device or cloud-based service before the end of the booking. The studio equipment may be reset throughout and/or at the end of each day and no data will be saved. Council will not be liable for any loss of data or unsolicited theft or copying of material produced or data accessed in the studio.

The hirer/users agree that the studio is in suitable repair and clean condition and must be returned to Council in the condition it was in at the start of the booking.

The hirer/users must keep the studio clean and tidy at all times. Before the end of the booking session, the hirer/users must return all equipment to the position/location it was in at the start of the booking.

The hirer is liable for the reasonable costs of any repairs or additional cleaning costs, as determined by Council in its sole discretion. Such costs will be a debt due and payable by the hirer to Council.

Every endeavour must be made to contain noise and music at a level that does not interfere with other users of the Library or Library staff.

The hirer/users' access and use the studio and equipment at their own risk. Council is not responsible for:

- any theft, loss or damage to the hirer/users' person or property; or
- any unclaimed property that is left in the studio or the Library.

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By using the studio, the hirer/users are responsible for their own safety and must follow all appropriate measures and safety practices, including as advised by Library staff from time to time and in any relevant manufacturer instructions.

The hirer/users must immediately report any damage to the equipment, the studio or Council's property to Library staff. The hirer is liable to Council for the full replacement value for any damage to the studio or equipment caused by the hirer and/or users.

The hirer/users must immediately inform Library staff if they observe unsafe behaviour or practices by other users of the studio.

Library staff may enter/access the studio at any time without notice to the hirer/users.

Child protection requirements

Hirers whose activities include children less than 18 years of age must comply with current legislation regarding Working with Children, including blue card requirements and risk assessments, unless the child's parents are on the premises. Refer to <http://www.bluecard.qld.gov.au> for further information.

Liability

Council disclaims and excludes to the full extent permitted by law all warranties and representations relating to the use of the studio and does not guarantee that access to the studio will be continuous, fault-free or accessible at any time.

The hirer indemnifies and holds harmless Council and its personnel, from and against all loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any kind arising from or connected in any way to the use of the studio by the hirer or the users, or the hirer or users' breach of these terms and conditions.

Council's maximum liability to the hirer in relation to any matter arising from the hirer's use of the studio will be limited to the re-supplying of the studio to the hirer again. The hirer shall be liable for, and will indemnify Council for any claims, loss, damage or injury to any person or property arising from the use of the studio.

The studio is fitted with security cameras throughout which are in operation 24 hours a day.