



CLIFTON SCHOOL OF ARTS INC

ABN: 44971286672

VENUE HIRE AGREEMENT

As at 9 March 2022

1. I/We
of
Mobile phone E-mail address
have read, initialled and accept the attached Clifton School of Arts Inc (CSA) terms and conditions of hire.

2. I/We offer to hire CSA's building at 338 Lawrence Hargrave Drive, Clifton, NSW, 2515 fromam/pm on...../...../..... untilam/pm on/...../.....
(Which includes time for setting up, packing up and cleaning) for the purpose of

3. I/We agree to transfer \$..... into **CSA's account BSB 062 607 Account 10052316** within 24 hours of being advised by CSA of acceptance of our offer. The transfer is to note our name and code number

4. The above amount includes
 - a. A hiring fee of \$.....
 - b. A bond of \$....., which will be refunded in accordance with the above-mentioned venue hire terms and conditions. ***I/We request that any such bond or other refund be transferred to our bank account in the name of*** ***BSB*** ***Account Number***

- c. A public liability insurance fee of \$.....for casual hirers. A public liability insurance surcharge of \$20 per day or part thereof applies to casual hirers, as defined in 6.2 of the venue hire terms and conditions. This public liability insurance policy premium is arranged through Local Community Insurance Services JLT Risk Solutions Pty Ltd. It is to be noted that the CSA is not the insurer for this purpose.
5. If the hire is for an Artist Exhibition Package, then I/We agree to advise Clifton School of Arts Inc at the conclusion of the hire the total dollar sum of sales made at or because of the exhibition, and to deposit 10% of that amount in the Clifton School of Arts' bank account BSB 062607 Account 10052316 noting the same name and code number used in clause 3.

Signed byas hirer

Accepted on behalf of the CSA by/...../20....

CSA TERMS AND CONDITIONS OF VENUE HIRE

As at 9 March 2022

All proceeds from hiring the Clifton School of Arts Inc (CSA) go to maintain this historic public building as a community amenity to support the arts and community education. The CSA building (the venue) is owned by the CSA in trust for the community. CSA is a not-for-profit incorporated association and is managed by an all-volunteer membership and committee.

The CSA reserves the entire and unqualified right to accept or reject any application to hire the venue and to deny entrance to the premises to anyone deemed for any reason to be unacceptable to the CSA.

1. Becoming a hirer

- 1.1 To be eligible to hire the CSA, a person must be part of the CSA's community, that is, you are resident in the Wollongong Local Government Area or have a familial or historical link to the area or have been a member of the CSA for no less than a year.
- 1.2 The CSA cannot be hired for wedding receptions or for adult or teenage parties.
- 1.3 A person becomes a hirer when that person has accepted these terms and conditions by completing agreement to hire, paid the fee and bond noted on the agreement and the agreement has been accepted on behalf of the CSA.

2. Securing the hire

- 2.1. To secure the hirer's booking all the requirements specified in 1 above must be finalised on the date of acceptance of the hiring agreement by the CSA. The hire includes the use of the upper and lower floors of the venue, the kitchen and bathroom facilities as well as the land immediately to rear of the building. There are no storage facilities at the venue.

- 2.2. A bond of \$500 will be included in the hiring. The full bond will only be refunded if there is no damage to property, equipment or fixtures, the keys are returned, rubbish is dealt with appropriately (see 4.4) and all hanging wires are left as required (See 4.5 – 4.6). A CSA representative will assess whether any of the above have not been adhered to. An appropriate deduction from the bond will be determined, if required, before any of the bond is returned.
- 2.3. CSA accepts the responsibility to have the venue in a clean state at the commencement of the hire. It is the responsibility of the hirer to notify a representative of the CSA of any concerns about the state of the venue at the commencement of the hiring. In determining the amount of the bond to be refunded account will be taken of those preliminary concerns.

3. Cancellation of hire

- 3.1. The hirer may cancel the hire up to fourteen days before the accepted hiring date by giving notice in writing to the CSA in which case any fee already paid will be refunded by the CSA less an amount of \$50 or 25% of the hiring fee whichever is the greater.
- 3.2. If a cancellation is sought within fourteen days of the accepted date, there will be no refund of the hiring fee.
- 3.3. If the cancellation is caused by a force majeure (such as, for example, a COVID lockdown) any fee already paid will be refunded in full.
- 3.4. If a hiring is cancelled at any time before the event date the bond already paid will be refunded in full.

4. Additional responsibilities of the hirer

- 4.1. The hirer must ensure that, at any one time, there are no more than 50 people at the event or activity.
- 4.2. The Hirer must gain the necessary approvals from relevant local and State authorities prior to booking the venue and comply with the requirements of those authorities.
- 4.3. The hirer must comply with Public Health Orders that are currently in force. Please refer to www.nsw.gov.au for latest updates on regulations. Note particularly any Covid-19 restrictions and guidelines which may be in force at the time of the hire.
- 4.4. If alcoholic beverages are to be sold, the hirer must obtain a 'Limited License' through the NSW Government Office of Liquor, Gaming and Racing.
- 4.5. At the end of the hire period all rubbish must be placed into the appropriate bins behind the building. Where there is excess rubbish beyond the bin capacity, all excess rubbish must be taken away by the Hirer. Failure to adequately clean the venue prior to the end of the hire period will result in all or part of the bond being forfeited. "Adequately cleaned" includes the requirement that interior walls be cleaned and any damage to walls be repaired as required by the CSA.
- 4.6. Art works must only be hung on the hooks and cables or placed on the plinths provided. Where the hirer needs to remove existing hanging cables, they must be temporarily hung from the hanging rail outside the toilet. If 'hanging' cables are removed by the Hirer, they must be re-installed as originally located. Cables must not be wound up, bent, or kinked. Damaged cables must be paid for out of the bond.
- 4.7. No Blu Tack, masking or other tape is to be used on the walls. If used on walls, a minimum penalty of \$150 will be deducted from the bond.

- 4.8. CSA takes no responsibility for the content and form of art or work displayed in the venue. Any item(s) brought to the venue must be removed at the end of the agreed hire date.

5. Noise and Security

- 5.1. The venue is adjacent to residences and therefore all noise and outdoor activity should cease by 10.00pm between and including Sunday to Thursday and by midnight on Fridays, Saturdays, and days immediately before public holidays. Amplified music is not permitted.
- 5.2. During the hire period, the hirer must ensure the building is locked and all lights are turned off when the Venue is unattended. The hirer is responsible to ensure that emergency exits remain unobstructed during the hire period. The hirer must return the keys to a representative of the CSA within 24 hours of the end of the hire unless other arrangements have been made prior to occupying and leaving the building.
- 5.3. If, during the hire period, a hirer receives any complaint, causes, or sees any damage to the premises the hirer must notify the CSA's venue manager on 04 0033 9743, 04 1728 0099 or 04 1825 7078 before the end of the hiring period.

6. Insurance

- 6.1. It is the responsibility of the hirer to insure works exhibited and any other material brought into the venue.
- 6.2. Casual hirers (that is, any hirer not an incorporated body, sporting club, association of any kind, nor one who hires for a profit making or commercial activity, or one who has hired the CSA building for more than a total of five days over a twelve-month period) can apply to be covered for public liability insurance at fee of \$20 a day or part thereof. This public liability insurance is arranged through Local Community Insurance Services JLT Risk Solutions Pty Ltd. For this purpose, the CSA is not the insurer.
- 6.3. All hirers who are incorporated bodies, sporting clubs, associations of any kind, who hire for a profit making or commercial activity, or who have hired the CSA building for more than a total of five days over a twelve month period are liable for injury or property damage arising from their use of the property and it is a condition of any CSA hiring agreement that such hirers take out a public liability insurance policy with a limit of indemnity of not less than \$20.0 million (\$20,000,000) and that they provide evidence of such insurance in writing.

7. NSW Health Covid Regulations

The hirer is responsible for ensuring that NSW Health Covid regulations, that apply at the time of the hire, are fully complied with.