



VENUE HIRE AGREEMENT

CLIFTON SCHOOL OF ARTS INC, ABN: 44971286672

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

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

3. I/We agree to transfer \$..... into the **Clifton School of Arts account: BSB 062 607, Account 10052316** within 24 hours of being advised by the CSA of acceptance of our offer. The transfer is to note your first initial and surname or company name.

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 your first initial and surname or company name.

Signed byas hirer.

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

CSA TERMS AND CONDITIONS OF VENUE HIRE

Clifton School of Arts is a community organisation run by volunteers.

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 right to accept or reject any application to hire the venue.

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 booking will be regarded as 'Pending' until the hirer has accepted these terms and conditions, completed, and returned the hire agreement, paid the fee and bond noted on the agreement, and the agreement has been accepted by the CSA. The booking will be secured when all these conditions have been met.
- 1.4 Bookings can remain pending for a maximum of 14 days from the date the booking was made.
- 1.5 A hirer is permitted to change their booking dates once.

2. The Bond

- 2.1 The hire includes the use of the upper and lower floors of the venue, the kitchen and bathroom facilities and 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, rubbish is dealt with appropriately (see 4.5-4.6) and all hanging wires are left at the venue. 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 conditions:

- 3.1. On cancellation of the hire, the bond and any public liability insurance paid to the CSA will be refunded.
- 3.2. No refund of the hiring fee will be paid for a cancellation made less than 30 days prior to the commencement of the booking.
- 3.3. A 50% refund of the hiring fee will be paid for a cancellation made 30 to 60 days prior to the commencement of the booking.
- 3.4. A 100% refund of the hiring fee will be paid for cancellations made more than 60 days prior to the commencement of the booking.
- 3.5. If the cancellation is caused by a force majeure (e.g. a COVID lockdown), any fee 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 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.
- 4.3 If alcoholic beverages are to be sold, the hirer must obtain a 'Limited Licence' through the NSW Government Office of Liquor, Gaming and Racing.
- 4.4 Smoking is not permitted at the venue.
- 4.5 At the end of the hire period, the hirer must return the venue to the clean condition it was in at the beginning of the hire. The hirer must: remove all personal property, including decorations; wipe down all benches, surfaces, and sinks, and, if required, sweep and mop floors. Interior walls and windows must be clean and any damage to walls repaired.
- 4.6 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.
- 4.7 All furniture, including chairs and their storage boxes, tables, plinths, and benches must be returned to their original positions.
- 4.8 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.

- 4.10 Failure to adequately clean the venue or repair damage to it at the end of the hire period will result in all or part of the bond being forfeited.
- 4.11 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.
- 4.12 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 period.

5 Noise and Security

- 5.1 The venue is adjacent to residences and therefore all noise and outdoor activity should cease by 10pm 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 for ensuring that emergency exits remain unobstructed during the hire period. The hirer must ensure the building is locked at the end of the hire and that the key safe code is not showing.
- 5.3 If, during the hire period, a hirer receives any complaint, or causes or sees any damage to the premises, the hirer must notify the CSA's venue manager 0400 339 743 or one of our Venue Hire Managers - Cheryl on 0437 576 251 or Kieran on 0418 975 890 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 a fee of \$20 a day or part thereof. This public liability insurance is arranged through Local Community Insurance Services JLT Risk Solutions Pty Ltd. The CSA is not the insurer for this purpose.
- 6.3 All hirers who are incorporated bodies, sporting clubs or associations of any kind and 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 12-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 million (\$20,000,000) and that they provide evidence of such insurance in writing.

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