Terms and Conditions
Venue Hire
Golden Grove Arts Centre

DEFINITIONS

Booking means any booking made for the use of the GGAC, through the use of Council's online booking portal (by completing and submitting the Golden Grove Arts Centre Hire Form).

Booking Time(s) means the hire date(s) and time(s) nominated by the Hirer, and agreed to with Council, for the use of the GGAC for an Event(s). **Set up and pack up time must be included in total Booking Time(s)**.

Council means the City of Tea Tree Gully and where the context permits includes its employees, contractors, agents and other invitees.

Event means a specific event (e.g. concert, production) approved under a Booking.

GGAC means the Golden Grove Arts Centre at 1 Tenison Place, Golden Grove SA 5125, and includes all fixtures and Council equipment, property and furniture within.

Hirer means the person or organisation making a Booking and includes the employees, contractors, agents, authorised representatives and other invitees of the Hirer.

CONDITIONS OF HIRE

This document sets out the general terms and conditions of hire that apply to any hire of the GGAC. Any breach of these terms and conditions by a Hirer will constitute a breach of that Hirer's Booking, and Council will act accordingly and in accordance with these terms.

By making a Booking through the use of Council's online booking portal (by completing and submitting the 'Golden Grove Arts Centre Hire Form'), Hirers warrant that they have read and understood these terms and conditions of hire and will be bound by them moving forward.

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1. Use of the GGAC

1.1. Access to the GGAC is for the approved Booking Time(s) only. **Hirers must not access the building at any other time without prior approval from Council, and such additional access may include additional fees at Council's discretion.** Set up and pack up time is included in total Booking Time(s).

1.2. The Hirer must pay the set hire fee(s) on time and as directed by Council. The Hirer acknowledges that it has seen the set hire fees for the GGAC and understands the fees that are payable in relation to the Booking Time(s).

1.3. If requested by Council prior to the Booking Time(s), the Hirer must pay to Council a bond of up to $1,000.00, which will be returned to the Hirer following the satisfactory vacating of the GGAC in accordance with these terms and conditions.

1.4. When making a Booking by completing the 'Golden Grove Arts Centre Hire Form' on Council's online portal, the Hirer will have the option to request technical equipment and/or assistance from Council as part of the Booking, and for the avoidance of doubt any such lighting, sound or other equipment provided by Council remains under the supervision of, and subject to the direction of, Council at all times during the Booking.

1.5. The Hirer must not cause or permit any offensive or dangerous activities or behaviour on or from the GGAC or create, cause or permit a nuisance or disturbance to Council, the public or other owners or occupiers of nearby land.

1.6. The Hirer agrees that it is liable for any damage caused by the Hirer to the GGAC on a cost recovery basis, and such costs will be taken from any bond provided or charged to the Hirer directly.

1.7. The Hirer must not leave anything at the GGAC outside of the Booking Time(s) without the consent of Council, and if such consent is not obtained then Council will be permitted to deal with any such items at its discretion and at the cost of the Hirer.

1.8. The Hirer must not suspend or attach or nail to the floor or allow to be suspended or attached or nailed to the walls, any item without the prior consent of Council.

1.9. The Hirer must comply with all reasonable directions given to the Hirer by Council in relation to a Booking or Event.

1.10. The Hirer may not offer for sale any items in or about the GGAC without Council's prior consent.

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1.11. The Hirer must promptly report to Council via email to customerservice@cttg.sa.gov.au any complaint or incident including but not limited to any injury, food poisoning, allegation of theft or criminal activity, security risk or anything likely to cause controversy and any damage done to the GGAC.

1.12. By making a Booking, the Hirer is warranting that it has read and completed the Induction and safety information form (emailed prior to hire dates) and the Hirer must comply with these at all times.

1.13. No open flames, fires, smoke machines or candles are permitted. Battery operated candles are permitted.

1.14. The Hirer is required to thoroughly clean and tidy the GGAC at the end of the Booking Time(s), including:

i) clean any tables, bench tops and kitchen equipment used (i.e. oven, cooktop, pie warmer & microwave as applicable);
ii) pack away tables, chairs and any other equipment used;
iii) vacuum and/or mop floors; and
iv) remove any debris and rubbish,

and failure to do so will result in additional charges to the Hirer.

2. Indemnity and Release

2.1. The Hirer agrees to indemnify and keep indemnified Council from and against all actions, costs, claims damages, charges, demands and expenses whatsoever which may be brought or made or claimed against them arising out of or in connection with the Hirer's use of the GGAC.

2.2. The Hirer acknowledges that it uses the GGAC at its risk and releases Council from all actions, liabilities, penalties, claims or demands for any damage, loss, injury or death occurring in, on, over or in the vicinity of the GGAC except to the extent that they are caused by Council's negligence or default.

2.3. The indemnity and release provided by the Hirer under this clause are independent from the Hirer's other obligations and continue after a Booking ends.

3. Cancellation and Termination

3.1. Council may cancel a Booking Time at any time at its sole discretion without recourse by the Hirer. This may be without prior notice if related to an emergency situation.

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3.2. If Council cancels a Booking Time, the relevant hire fee will be fully refunded unless the cancellation is due to a breach of these terms and conditions by the Hirer.

3.3. The Hirer may cancel a Booking Time in writing to Council, however the full hire charge will only be waivered where a Booking Time is cancelled by the Hirer with 14 or more days' notice to Council. If less than 14 days' notice is provided, then the hire fee will be retained by Council unless Council manages to re-book the GGAC to another party for the same Booking Time(s), in which case the hire fee will be waivered to the Hirer.

3.4. Council may terminate the Booking if the Hirer is found to have provided misleading or inaccurate information when making the Booking through the online portal, or in the event that the Hirer breaches any of the terms and conditions set out in this document.

3.5. Payments made in relation to a Booking are not transferable, and Bookings that are affected by inclement weather or excessive heat will not entitle Hirers to a refund of any kind except at Council's absolute discretion.

4. Insurance

4.1. The Hirer must hold a public liability insurance policy to an appropriate level of cover (not less than 20 million dollars per claim), underwritten by an insurer authorised to conduct insurance business in Australia.

4.2. The Hirer shall ensure that the policy of insurance is in the name of the Hirer and bears the endorsement of the insurer indicating the insurer accepts the indemnity given by the Hirer under clause 2.1 above.

4.3. A "Certificate of Currency" must be provided to Council prior to the Booking Time, and Council reserves its right to terminate or cancel any Booking if not received.

4.4. Hirers are responsible for having appropriate insurance coverage for all of their property, equipment and goods that are used, left or stored at the GGAC. Council will not accept any responsibility for loss, damage or theft of anything owned or hired to the Hirer.

5. Bookings and Statutory Obligations

5.1. A Booking cannot be transferred in part or in whole or assigned to another hirer.

5.2. The Hirer is responsible for ensuring that all invitees and guests of the Hirer strictly comply with any relevant terms and conditions of a Booking and any directions of Council.

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5.3. The Hirer shall comply with and give all notices required by any applicable legislation or By-law relating to a Booking and/or Event.

5.4. By entering into a Booking, the Hirer warrants that it has or will obtain all necessary licenses and/or approvals in relation to the Booking and Event, and agrees that it will provide evidence of such approvals to Council upon request. Such licenses include, but are not limited to, a OneMusic Licence.

6. Liquor Licensing

If the Hirer intends to supply or consume alcohol at the GGAC then it must comply with this clause.

6.1. It is the responsibility of the Hirer to be acquainted with all the terms and requirements of the *Liquor Licensing Act 1997* and the *Work Health and Safety Act 2012* or any Act amending or replacing the same and regulations in force for the time being.

6.2. The Hirer must obtain and maintain the required liquor licence and is legally responsible for ensuring the safe provision of alcohol during the Booking Time(s).

6.3. Evidence of the necessary liquor licence being obtained must be provided to Council at least 14 days prior to any Booking Time(s), failing which Council reserves the right to terminate or cancel a Booking.

6.4. Under no circumstances can alcohol be consumed in the backstage area at the GGAC. A zero-tolerance approach will be taken by Council.

7. Safety and Emergencies

Safety

7.1. The Hirer will nominate one person who will attend a health and safety induction session conducted by Council (**Responsible Person**).

7.2. The Hirer and in particular the Responsible Person are responsible for the security and safety of themselves, their guests and the GGAC during the Booking Time(s).

7.3. The Hirer will ensure that all relevant persons and persons with responsibilities associated with the Hirer undertake and complete the online 'Golden Grove Arts Centre - Induction and Safety Information Form' that will be provided prior to Hire. This must be completed prior to the Booking Time(s), and Council reserves the right to cancel the Booking if this is not complied with.

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7.4. The Hirer is responsible for first aid for themselves and their guests. This includes the provision of appropriate first kits and equipment.

7.5. The Hirer will ensure that all electrical equipment, including extension cords, have been tested and tagged for electrical safety and display a current test tag (in accordance with AS3760), and all cabling must be secured with tape or some other method to prevent accidents.

7.6. In the event of a power failure / outage that extends longer than 60 minutes in duration during a Booking Time, then that Booking Time shall be cancelled. Council is not responsible for costs or losses incurred by the Hirer in relation to a cancellation under this clause.

Emergency procedures

7.7. Emergency evacuation procedures are located near each entrance/exit and within each room of the GGAC. The Hirer must read, understand and comply with these procedures. All emergency exit doorways and passageways must be clear and unobstructed at all times.

Emergency call-out

7.8. The Hirer agrees if issues arise (such as the malfunction of an appliance) during the Booking Time(s), the Hirer should call Council's afterhours number on 1300 405 536.

Extreme emergencies

7.9. In case of fire at the GGAC or if police are required to attend the GGAC (for example if there are intruders) during the Booking Time(s), the Hirer must phone 000.

7.10. The Hirer is responsible for bearing all costs associated with emergency services call-outs including the fire brigade resulting from a call by the Hirer or the Hirer's use of the GGAC.

8. Promotional Material

The Hirer agrees that Council may use the Hirer's publicity material in its own promotional material for the GGAC, including photographs taken or used by the Hirer.

9. Parking

The Hirer must not park cars along the side of the GGAC – these areas are for loading and unloading only. The two parking bays immediately outside the entrance to the GGAC are allocated for Hirer parking, for Hire times.

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10. Waiver

If Council accepts or waives any breach of these terms and conditions, that acceptance or waiver cannot be taken as an acceptance or waiver of any future breach.

11. Amendment of Booking

Council may amend any term or condition of a Booking with thirty (30) days' notice to the Hirer, and the parties may otherwise agree to amend the terms of a Booking at any time by mutual agreement.

12. Severance

If any part of these terms and conditions is found to be invalid or void or unenforceable, then that part will be severed from the relevant Booking and the remainder of the Booking will continue to apply.

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FURTHER INFORMATION AND USEFUL LINKS

City of Tea Tree Gully website - https://www.teatreegully.sa.gov.au

Consumer Business Services - http://www.cbs.sa.gov.au

Liquor Licence: Non-licence holders – When do I need a limited licence?
https://www.sa.gov.au/topics/business-and-trade/liquor/apply/short-term

EPA – General Environmental Noise - http://www.epa.sa.gov.au/community/noise

SafeWork SA - http://www.safework.sa.gov.au

CFS - http://www.cfs.sa.gov.au/

MFS - http://www.mfs.sa.gov.au/

Police - https://www.police.sa.gov.au/

SA Power Networks: https://www.sapowernetworks.com.au/

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