

Terms and Conditions of Hire



General

These Terms and Conditions of Hire represent the requirements of the City of Adelaide (the "Council") for the Minor Works Building, 22 Stamford Court, Adelaide 5000 Spaces ("Spaces") which are available for hire. Hirers shall not permit any act, or anything, which may negatively impact the reputation of the Council. The Council must be informed of the purpose for which any area is to be used at the time the booking is made. The Council reserves the right to refuse any booking at its discretion.

Minor Works Building (the "Space") covered by these Terms & Conditions are:

- Gallery (lower floor) including outdoor courtyard area
- Loft (upper floor)

The Minor Works Building Spaces are available for any activities at the discretion of City of Adelaide.

Where a booking is accepted as a 'Community' hire, the hirer must provide a flyer for display in the Community Centres and submit the event to the City of Adelaide What's On page:

<https://www.cityofadelaide.com.au/whats-on>

Minor Works Building Information – Special Conditions

Hours of availability *:

- 8.30am – 10pm Monday to Saturday
- 10am – 8pm Sunday

Amplified noise to cease at:

- 10pm Monday to Saturday
- 8pm Sunday

**Any extension to hours will not be given unless prior consent from City of Adelaide*

Room Capacity and Room Hire Rates

Refer to www.cityofadelaide.com/minorworksbuilding or contact minorworks@cityofadelaide.com.au for more information.

Booking Confirmations

All booking requests must be submitted online via our website: www.cityofadelaide.com/minorworksbuilding. Please consult the Booking Instructions and the 'Which Hire category am I?' information before getting started.

Clicking on the "I agree" button on the online booking form confirms acceptance of these Terms and Conditions of Hire and Special Instructions.

Upon receipt of your online booking request, the booking system will issue an automated acknowledgement email. After careful consideration, a

response to your booking request will be given within five working days.

Upon receipt of your online application, Council will issue an automated acknowledgement by email within two business days.

After careful consideration, a response to your online application will be given within seven working days.

An electronic email will be sent confirming the acceptance or decline (with reason) of your booking.

An acceptance will outline payment required with details of where to pay along with confirmation code to quote and is based on the following criteria being met;

- Copy of the group's Public Liability insurance certificate of currency
- Copy of Professional Indemnity Insurance (where applicable),
- Receipt of full payment, if applicable, within five business days of the date of acknowledgement.

Council will not follow up outstanding documents or fees. Council will not confirm bookings until these requirements are met.

Receipt of the room hire payment confirms Council's acceptance of the Booking.

Where fees are required and paid a final automated acknowledgement will be sent by email advising the booking is now fully confirmed.

In the week leading up to your event 2 emails will then follow requesting completion of the online induction for use of the building followed by notification of date/time to collect and return swipe access fob.

Time of Hire

The Hirer is responsible for occupying and vacating the space within the times given in the online booking request and confirmed by Council. Additional charges may apply at Council's discretion, if activities extend beyond the times specified.

All activities must end and Hirers must have vacated the premises by the end time provided in the booking request.

Cancellations

In the event a Hirer cancels a confirmed booking, all monies paid in advance will be refunded except when the cancellation is made within four working days of the event, in which case all monies will be retained as a cancellation fee.

Regular/Block Bookings

Regular/block bookings will be assessed at the discretion of the Council. Priority is given to community groups offering widespread benefits to the local community. Commercial and Private groups can only book for a maximum of three months in advance.

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Last Minute Bookings

Online booking applications can only be lodged up to seven business days before the requested date.

Swipe Cards

Hirers must obtain a swipe card for all bookings. Swipe card / keys are to be collected from Adelaide Central Market Authority (ACMA) Management Offices located on the 1st level above the Samtass Seafood Shop 46 Gouger Street;

- Entrance is to the left of the shop with stairs to the 1st floor.
- For those with accessibility requirements access is via the Gouger Street Lift. Exit to the left on Level 1 via the carpark then take the immediate right. The black doors marked 'Market Deliveries' lead to ACMA office.

Swipe cards are to be collected and returned on dates and times provided via email prior to the event and the building cannot be accessed outside if the hours booked.

Hire Fees

All fees and charges for the use of the Minor Works Building including room hire and equipment are reviewed and set annually by Council in line with the running costs of the Minor Works Building. Refer to www.cityofadelaide.com.au for more information about specific hire fees.

Additional Charges

Additional charges may apply at Council's discretion, if

- Activities extend beyond the times specified.
- Equipment is stolen or damaged
- The Space is damaged, unclean or untidy
- Swipe card / keys are not returned in the allocated timeframe
- Swipe card / keys are lost
- Staff / Security call out are required
- Spaces are booked outside standard operational hours of Monday to Saturday 8.30am - 10pm and Sunday 10am – 8pm

Payment

Full payment of room hire fees must be forwarded to the Council within 5 working days of confirmation of the booking. Payment may be made by credit card, cash or cheque (payable to "City of Adelaide") at Council's Customer Centre at 25 Pirie St Adelaide or over the phone on 8203 7203. If an invoice for payment is required, this must be requested at the time of making a booking request.

Purchase orders will be accepted from government departments on confirmation of booking. An invoice for the booking fees will be sent upon receipt of the purchase order.

Security

The hirer is responsible for securing the premises and ensuring that all lights and appliances are turned off and all external doors are locked. Full instructions will be provided as part of the compulsory online induction which will be provided and needs to be completed prior to collection of the Swipe access fob. In the event that the building is not properly secured, any costs to recover security call out charges, repair to damaged items or replacement of stolen items will be borne by the hirer.

Council reserves the right to visit the Minor Works Building at any time during the booking period to check that activities are compliant with the Terms and Conditions of Booking.

Damage to Building & Equipment

The Hirer is responsible for any damage or loss to the Minor Works Building spaces or equipment that may occur while the Minor Works Building is under hire. If any additional cleaning, repair or replacement due to damage or replacement of missing/stolen items including swipe card/key is necessary as a result of the booking, then the hirer will be invoiced for any costs.

Emergency Response Plan

Hirers are advised to have an emergency response plan, for their own safety and protection, including contact details of police, ambulance and fire. Hirers should be familiar with the Evacuation Plan on display in the building.

Use of Equipment

The equipment available in each space is detailed on www.cityofadelaide.com/minorworksbuilding 'space overview and additional requirements' document. Additional equipment may be brought in at the cost of the hirer and at the discretion of Council. Hirers are required to supply their own stationery and consumables, including pens and paper (including butcher's paper).

Room Set Ups and Furniture

Hirers are to set up space/s as required and to return all furniture to the position in which it was found. Be aware that other Hirers may require access soon after your event so it is important for spaces to be packed up and returned to the arrangement in which you found it by the end of your prearranged booking time.

Artwork

Artwork on display in the Building is not to be moved or removed from the walls. Minor Works Building may host art exhibitions in both available spaces.

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Kitchen Facilities and Catering

External catering may be brought into the Minor Works Building at the cost of the Hirer. Catering can only be delivered and removed within the pre-booked times of hire.

Kitchen facilities are available in the Gallery and a coffee nook in the Loft.

Hirers must supply their own tea and coffee supplies, tea towels, dishcloth, food and beverages.

Crockery, cutlery and glassware are available and at no extra charge. An additional fee for cleaning will apply if the following guidelines are not adhered to:

- Kitchen is to be left clean and tidy with all bench tops wiped down and the floor swept.
- All dishes must be washed, dried and returned to the area they were removed from.
- Wipe down the cooktop and oven if they were used.

Please note: Do not use the dishwasher unless you intend to put away the dishes immediately after the cycle is complete.

Licences

Liquor

If alcohol is to be consumed on the premises, a Liquor Licence from the Office of the Liquor Licensing must be obtained by the Hirer and must be submitted to Council prior to the function. Applications take up to 14 days to process and allocation of a license is not guaranteed.

Information regarding obtaining a Liquor License is available by contacting:

Consumer and Business Services - Liquor, Gaming, Racing, Casino, Lotteries and Charities. Phone: 131 882

Website:

<http://www.cbs.sa.gov.au/wcm/licensing-and-registration>

APRA (Australasian Performing Right Association)

Hirers may be required to obtain a music license if music is being played or performed at your event. This is a legal requirement. Further information is available on the APRA website or through the APRA office.

Please advise the Centre Coordinator of the outcome of your event planning communications.

<http://apraamcos.com.au/music-customers/>

<http://apraamcos.com.au/about-us/faqs/faqs-for-music-users/>

Licensing Enquiries

1300 852 388

licence@apra.com.au

www.apraamcos.com.au

Noise Levels

Noise levels should be kept to an acceptable level and other people in the 'space' or residing nearby must be considered at all times.

Refer to **Venue Information – Special Conditions** (page 1) for times that amplified music or sound must cease.

Displays, Signage and Decorations

Prior approval by the Council is required before the Hirer affixes any item to any surface of the rooms.

Deliveries, Storage and Removal

The Minor Works Building is unable to offer storage facilities. The Council will not accept liability for any damage or loss to goods left or in the Minor Works Building prior to, during or after an event.

Smoking

The Council has a Smoke Free Policy. Smoking is not permitted inside the Centre or within 5 metres of any entry/exit. Please be respectful of nearby neighbours and smoke away from people's homes.

Parking

All parking is to be in accordance with the relevant by-laws and road rules.

Prohibitions

The following items are prohibited from use in the Minor Works Building:

- Flammable liquids or other dangerous substances
- Smoke Machines, dry ice machines and special effects
- Live ammunition, gunpowder or fireworks
- Illegal substances
- Helium Balloons must be removed when leaving

Hirers shall abide by all South Australian and Federal legislative requirements (including regulations) including but not limited to Work Health Safety Act 2012, Food Act 2001, Liquor Licensing Act 1997, Child Protection Act 1993 and Dangerous Good requirements. Council reserves the right to terminate the Booking Confirmation, following 7 day notice in writing, if Hirers can't evidence their compliance with the relevant requirements.

Disclaimer

The Council, its employees, officers and/or agents, accepts no liability relating to the hiring of the Minor Works Building. The responsibility for any personal items, equipment or any other item remains the responsibility of the Hirer.

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Indemnity

The Hirer must indemnify the Council against any liability, loss, claim or proceedings arising under any statute or at common law in respect of any injury, loss or damage to property, real or personal, or in respect of personal injury to, or death of, any person, arising out of or in the use of the hire of the Centre.

Insurance

The Council reserves the right to determine if the Hirer must effect and maintain for the period of the hire, a policy of insurance for public liability; not less than than Twenty Million Dollars (\$20,000,000) in respect of any one claim.

The Hirer is required to produce Certificates of Currency to Council prior to confirmation of the booking.

A Hirer holding an ad-hoc, private event and/or meeting (i.e. a wedding, birthday, etc.) may be able to draw upon the Council's Casual and Ad-hoc Hire Liability Policy. This policy is obtained through Local Government Risk Services and the indemnity limit is Twenty Million Dollars (\$20,000,000).

The Hirer must immediately notify the relevant insurer and/or the Council in writing of any occurrences or accident likely to give rise to a claim under the insurance policy and thereafter give all information and assistance as may be reasonably practicable in all the circumstances and give to the Council a statutory declaration as to any matters connected with such occurrence or accident.

The City of Adelaide must be listed as an interested party in the Hirer's insurance certificate of currency.