

TERMS AND CONDITIONS OF VENUE HIRE

1. ACCESS & OPENING HOURS
 - 1.1. Ainslie and Gorman Arts Centres are available for use seven days a week between the hours of 8:30am and 11:00pm. The Gorman Arts Centre Administration office hours are Monday to Friday 9am to 5pm. The Ainslie Arts Centre administration office hours are Monday to Friday 9am to 5pm.
 - 1.2. The minimum hire period for all venues is one half hour. The hire period is considered to extend from the commencement of set up until pack up is completed, including cleaning and securing the building if necessary.
2. APPLICATION, DEPOSIT & PAYMENT
 - 2.1. Where the Hirer is or appears to be not a natural person, or is a person other than the Signatory, the Signatory takes all responsibility for ensuring that they are the legal agent of the Hirer and able to make these undertakings on its behalf.
 - 2.2. Where the Hirer is not a Company, Incorporated Association or Government Agency, or where the Signatory is not legally able to make the undertakings in these conditions on behalf of the Hirer or where the Hirer fails to keep any of these conditions, the Signatory becomes personally responsible for all obligations of the Hirer in relation to the hiring.
 - 2.3. On receipt of a written and signed application, a booking may be recorded by Gorman House Arts Centre Inc. (GHAC Inc.) in its absolute discretion.
 - 2.4. Unless otherwise agreed in writing by GHAC Inc., full payment for a booking is payable prior to the commencement of the hiring period or the collection of keys to the Premises.
 - 2.5. If any payment due in advance is not made or honoured, GHAC Inc. shall be at liberty to cancel the booking and the Hirer will forfeit any payment already made.
 - 2.6. The imposition and the amount of any deposit may be varied at the discretion of GHAC Inc.
3. CANCELLATION BY THE HIRER
 - 3.1. A Hirer may cancel a booking by giving written notice to GHAC Inc.
 - 3.2. Where a booking is cancelled by the Hirer at least ten (10) working days before the scheduled commencement date of the hiring period, any pre-payment will be refunded.
 - 3.3. Where a booking is cancelled by the Hirer later than ten (10) working days before the scheduled commencement date of the hiring period, the full hire fees will be charged to the Hirer.
4. CANCELLATION BY GORMAN HOUSE ARTS CENTRE INC.
 - 4.1. Whenever, in the opinion of GHAC Inc., the Premises will be unfit or unavailable for use during a hiring period, GHAC Inc. may refuse or cancel a booking and any payment already made will be refunded.
 - 4.2. GHAC Inc. will not be liable in respect of loss or damage sustained as a result of cancellation or refusal to accept a booking by GHAC Inc.
5. USE OF THE PREMISES
 - 5.1. The Premises shall not be used for any activity different to that specified by the Hirer on the application form.
 - 5.2. The Hirer shall not permit a person not subject to the direction and control of the Hirer to use the Premises or any other part of the Centres.
 - 5.3. Where the Hirer uses any part of the Centres other than the Premises made available to the Hirer by GHAC Inc. for the purposes of the hire, GHAC Inc. will charge, and the Hirer will pay, the fee set by GHAC Inc. for that period in addition to the hire fee already charged.
 - 5.4. It is the responsibility of the Hirer to ensure that their activity has concluded by the time shown on the hiring contract. If a venue remains occupied beyond this time, GHAC Inc. reserves the right to request hirers and attendees to vacate the Premises.

- 5.5. The Hirer will be required to set up for their activity and to pack up afterwards, unless a set-up fee has been paid in advance to GHAC Inc.
 - 5.6. Where the Hirer has not, at the end of the hire period left the premises in a clean and tidy condition, including packing away any furniture and/or equipment used, GHAC Inc. reserves right to charge a cleaning fee based on the amount of work to be undertaken.
 - 5.7. The Hirer shall comply with all directions as to disposal of waste generated by their hire.
6. SECURITY
- 6.1. GHAC Inc. may require a Hirer to lodge a deposit for any keys provided on loan by GHAC Inc. to the Hirer for the period of the hire. This deposit is to be paid prior to the commencement of the hire period and will be refunded by GHAC Inc. after all keys are returned.
 - 6.2. The Hirer shall be responsible for the security of the Premises, and shall ensure that all doors and windows are securely locked when they leave.
 - 6.3. The Hirer agrees to abide by all security procedures and protocols, as advised by GHAC Inc.
 - 6.4. The Hirer shall not permit a person not subject to the direction and control of The Hirer to be responsible for the Premises.
7. CHARGES
- 7.1. Charges will be set from time to time by GHAC Inc.
 - 7.2. Charges will be those agreed to by GHAC Inc. for a particular booking. If no Quotation is provided by GHAC Inc. for the booking, the charges applied will be those applicable at the time as determined by GHAC Inc.
 - 7.3. GHAC Inc. may require the Hirer to lodge a Security Deposit when making a booking. Such a deposit, if requested, will be refundable if the Premises and the Centre are not damaged during the hire and are left in a litter-free, clean and tidy condition.
8. ADMISSION
- 8.1. GHAC Inc. may enter and inspect every part of the Premises at any time during a hire period, without paying any charge.
 - 8.2. GHAC Inc. may at any time before or during a hiring, at its absolute discretion and without having to give a reason, prohibit the admission of any person to the Centre or the Premises.
 - 8.3. The Hirer shall not admit any such person.
 - 8.4. GHAC Inc. may direct any such person to leave the Centre.
 - 8.5. If any such direction is not obeyed forthwith, GHAC Inc. may close the Premises and the Hirer will not be entitled to a refund of the hiring charge, or any part thereof and GHAC Inc. will not be responsible for any loss or damage sustained as a result of the closure.
9. REMOVAL OF FURNISHINGS
- 9.1. No fixture, fittings or furnishings of the Premises or of the Centre may be altered, moved or removed without the consent of GHAC Inc.
10. SALE OF LIQUOR, REFRESHMENTS & OTHER ITEMS
- 10.1. The Hirer shall not provide, sell or expose for sale any refreshments of any kind unless this is declared on the Hire Form and approved by GHAC Inc.
 - 10.2. The sale of liquor and refreshments may only be made by GHAC Inc. and any agents thereof. Exceptions may be made in the case of external caterers etc. for large events and functions, at the discretion of GHAC Inc. Provision of liquor must either only be made by licensed providers or must be negotiated to come within the Permit of GHAC Inc.
 - 10.3. Food service on site must meet all Food Safety Practices and General Requirements, for more information see www.health.act.gov.au.
11. DOMESTIC ANIMALS
- 11.1. No animals except guide dogs for the visually impaired may be admitted to the Centre except with the prior agreement of GHAC Inc.

12. PARKING
 - 12.1. Under no circumstances are vehicles to be parked on or driven across any grassed area of the Centre, or driven or parked so as to impede access to any doorway, footpath or service courtyard. Vehicles may not be parked in loading zones, other than as reasonably required for the purposes of loading and unloading equipment directly associated with the hire.
13. STORAGE
 - 13.1. Storage space at Ainslie and Gorman Arts Centres is limited, and storage is not included or assumed in conjunction with any hire unless by prior arrangement with GHAC Inc.
14. SIGNS & ADVERTISEMENTS
 - 14.1. No signs or advertisements may be erected or displayed on or within the Centre except with the prior consent of and in accordance with any conditions notified by GHAC Inc.
15. MARQUEES, HUTS, STALLS ETC.
 - 15.1. No marquee, hut, stall or similar structure shall be erected on, or in, the immediate vicinity of the Centre except with the prior consent of and in accordance with any conditions notified by GHAC Inc.
16. SMOKING
 - 16.1. Ainslie and Gorman Arts Centres and their immediate surrounds are a smoke-free environment. Smoking is not permitted within the premises and, without limiting the remedies available for breach of this agreement, any person found smoking will be removed from the premises.
17. SERVICE FAULTS
 - 17.1. If a failure or fault should occur in the Premises during a period of hiring, including but not limited to the mechanical systems, electricity supply, lighting, sound system or any other service or equipment of the Centre, GHAC Inc. will not be liable for any loss or damage.
18. MAKING GOOD DAMAGE
 - 18.1. The Hirer agrees to pay GHAC Inc. on demand the cost of repairing or making good any damage to the Premises of the Centre or any part thereof arising out of or incidental to the hiring and for the loss of any equipment included in the hiring, provided, however, that the Hirer shall not be responsible for damage caused by an Act of God, or for events outside the Hirer's control unless the Hirer has broken any part of clauses 5 or 7.
19. COMPLIANCE WITH COPYRIGHT
 - 19.1. The hirer shall not breach or permit to be breached any copyright, performing right or any other protected right in connection with any activity conducted in the premises. The Hirer hereby indemnifies GHAC Inc. against any claim for breach of copyright as a result of the Hirer's actions.
20. NOISE, NUISANCE & DANGER
 - 20.1. The hirer will ensure that their hiring of the premises does not result in any noise above background noise level after 11pm, and that their activity complies at all times with all noise legislation, which applies to it.
 - 20.2. The Hirer will not do anything within the Premises or Centres that would constitute an annoyance, nuisance or danger to any other persons on site.
21. PHOTOGRAPHY, TELEVISION, VIDEO
 - 21.1. Photography, recording, transmission or reproduction by television broadcast, sound broadcast or by any other means is only permitted in the premises with approval by GHAC Inc.
22. MARKETING & PROMOTIONS
 - 22.1. GHAC Inc. may at its discretion promote program activities taking place within Ainslie and Gorman Arts Centres via the following methods: Seasonal Program printed and distributed, website, posters,

flyers, What's On emails, social media, media releases. Additional promotional material remains the responsibility and cost of the Hirer. Any promotional material issued by the Hirer must include appropriate acknowledgement of Ainslie or Gorman Arts Centres and the Ainslie and Gorman Arts Centres logo (available from GHAC Inc.) and of the ACT Government, in the manner required, and must be presented to GHAC Inc. for approval at least 7 days prior to Distribution.

23. INDEMNITY

- 23.1. The Hirer uses the Premises at their own risk and releases GHAC Inc. from any liability for loss, damage, injury or death occurring in relation to the use of the Premises, except to the extent that it is caused by the negligence of GHAC Inc.
- 23.2. The Hirer shall indemnify and keep indemnified GHAC Inc., its servants and agents, from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with:
 - (a) loss of or damage to any property; or
 - (b) injury to any person, caused by an act, negligence, omission or default of the Hirer or of the Hirer's employees, contractors or agents; or
 - (c) some danger created by the Hirer or the Hirer's employees, contractors or agents (whether or not the existence of that danger was or ought to have been known to the Hirer); or
 - (d) the operation of any equipment, machinery or thing by any person (other than the negligent operation of any equipment, machinery or thing by an employee, contractor or agent of GHAC Inc.);
 - (e) any other act or thing other than directly due to the negligence or default of GHAC Inc. which may arise from or in relation to the use of the Premises; and to the extent that the claims, actions, liabilities and losses are not covered by GHAC Inc.'s insurance.

24. INSURANCE

- 24.1. The hirer must obtain a public liability risk insurance policy to the value of at least \$10m against each and every claim which the ACT Government and GHAC Inc. may make against the hirer in pursuance of the indemnity, and shall provide a copy of the insurance policy to GHAC Inc. upon demand.
- 24.2. The policy of insurance and proof of its being current are to be deposited with GHAC Inc. before the start of the hiring period.

25. SECURITY, FIRE & EMERGENCY

- 25.1. GHAC Inc. has the right to determine the level of security services required for each hirer and provide a compulsory induction briefing prior to occupation of any spaces. Security patrols are provided on a nightly basis. Hirers may be assigned keys for access to Ainslie Arts Centre or Gorman Arts centre spaces and equipment. There will be a fee of \$250.00 for callouts where the hirer's activities result in a security breach, fire, incident requiring emergency services or the resetting of the building management system during or following any activity. In such an event, GHAC Inc. reserves the right to cancel the agreement or impose further restrictions of use.
- 25.2. All emergency exit doorways, passage ways and loading docks must be left clear at all times and exit signs left visible.
- 25.3. The Hirer must comply with any fire and emergency management plan produced by GHAC Inc. or the ACT Government which is made known to the Hirer.
- 25.4. The Hirer will, if required by notice in writing by GHAC Inc., supply to GHAC Inc. such information regarding the conduct of the hire.

26. INTERPRETATION

- 26.1. GHAC Inc. means Gorman House Arts Centre Incorporated
- 26.2. At any time GHAC Inc. may be represented by a person nominated by GHAC Inc., including but not limited to the Director and staff of GHAC Inc., and direction and ruling or instruction given by them shall be deemed to have been given by Gorman House Arts Centre Incorporated.
- 26.3. The Centre means the land and improvements at Ainslie Avenue, Braddon commonly called Gorman House Arts Centre, and at Elouera Street, Braddon commonly called Ainslie Arts Centre, including the

- buildings, facilities, equipment, grounds and gardens whether owned or controlled by GHAC Inc. or not.
- 26.4. The Premises means a part of or all of the Centre and the fixtures, fittings or equipment which are the subject of a hiring and to which the Hirer has access as part of hiring.
 - 26.5. Office means the Administration office of Gorman Arts Centre.
 - 26.6. The Hirer means the person or organisation specified as the Hirer in the hire agreement.
 - 26.7. The Signatory means the person who has signed the Hire Form.
 - 26.8. The singular implies the plural and vice versa, the feminine implies the masculine and vice versa, and references to natural persons also apply to legal entities.
 - 26.9. Where any part of this document is or is deemed to be invalid, all parts of this document save for that part shall stand.