

City Function Rooms

A Department of Adelaide Christian Centre

Conditions of Hire

Definitions In this agreement:	
'ACC'	means Adelaide Christian Centre
'Administrator'	means the Administrator of ACC.
Bookings	<p>Once the Administrator has been contacted, a quote is then provided to the potential hirer. A tentative booking will then be penciled into the ACC booking calendar.</p> <p>Tentative bookings will be held for 14 days and will not be considered definite until the quote is accepted, the document "Conditions of Hire" signed, and a deposit is received from the hirer.</p>
Not available	Due to an ongoing regular booking, Saturdays and Sundays are not available.
Cancellations	Cancellations will only be accepted if more than 30 days notice is given prior to the date of the event. Cancellations made after this time incur the cancellation fee of the full deposit. Cancellations made within the 30-day period will incur a 50% fee of the full deposit.
Deposits	A 25% deposit (to the value of room/s hire charge) is required at time of confirmation.
Price	Every endeavour will be made to maintain prices as published, however, prices are subject to change without notification to cover variations in cost. Prices will be held for 12 months from the date the initial deposit is received.
Cleaning	<p>A cleaning charge is levied on all hire. In the event of the premises being left in an unclean or unkempt state or serious spillage or stains, an additional cleaning fee may be charged to the hirer.</p> <p><u>All rubbish is to be placed in bins provided.</u></p>
Damage	<p>Hirer will be liable for any additional cost if damage to the building or equipment is found. The hirer is financially responsible for any damages sustained to the premises by the hirer, hirers' guests, invitees or any other persons attending the function, whether in the room reserved or any other section of the complex.</p> <p>ACC will not accept any responsibility for damage to, or loss of property or merchandise left on the premises prior to, during or after the function.</p>
Payment	<p>If any payment due in advance is not made or honoured, ACC shall be at liberty to cancel the booking and forfeit any payment already made, which sum shall become the property of ACC.</p> <p>Personal cheques will not be accepted unless prior arrangement has been made with the Administrator. We accept Cash, Visa and MasterCard.</p>

Expulsion for Breach & Termination of function	The hirer occupies the premises as a licensee and ACC reserves the right to expel person(s) or terminate the function due to any breach of the conditions of hire and/or misconduct by patrons, hirers and event crew.
Attendance of hirer	The hirer or a responsible representative made known to the Administrator must be present on the premises for the duration of the hire period.
Use of Premises	The premises shall only be used for the performances or functions referred to in the Application Form unless previously approved by the Administrator.
Security	The hirer is responsible for the security of the premises. ACC however, has the right to determine the level of security services required for the event. These security services shall be provided at the hirer's expense and must be provided by registered and approved security personnel.
Hirer's responsibility for patrons and event crew	The hirer is responsible for the orderly conduct and safety of all patrons and event crew on the premises during the hirers period of occupation.
Supervision of children	Without limiting the hirer's obligation to supervise patrons and event crew, the hirer must ensure that all children under the age of 16 have adequate adult supervision at all times whilst in the premises for their own safety and to ensure that they do not damage or interfere with the proper running of ACC.
Right of Entry	Authorised employees of ACC, security staff and any member of the SA Police or Fire Brigade in the exercise or discharge of their duties may enter the premises at any time during the period of the hirer's occupation.
Callouts	There will be a fee of \$60.00 per call out where the hirer's activities result in fire or security systems being activated during the function.
Consumption of alcohol	ACC is an alcohol free environment. No alcohol is to be consumed on the premises of ACC. Any person found consuming alcohol within the premises will be asked to leave the premises.
Smoking	ACC is a smoke free environment. Smoking is not permitted on the premises. Any person found smoking will be asked to leave the premises.
Illicit drugs	Any illicit drugs are prohibited on the premises of ACC. Any person found in possession of illicit drugs will be reported to the SA Police.
Emergency Exits	All emergency exits, doorways and passage ways must be left clear at all times and exit signs left visible.
Television / Webcast	Webcasting; transmission or reproduction by television broadcast or by any other means, is not permitted in the premises unless previously approved by the Administrator.
Hirer's Risk	The hirer uses and occupies the premises at the risk of the hirer and this agreement hereby releases and indemnifies to the full extent permitted by law ACC and its officers, servants, agents and contractors in respect of all actions and claims of any kind resulting from: <ol style="list-style-type: none"> 1. Any accident, loss, theft, damage or injury to any persons or property occurring in the premises during the hirer's period of occupation.

	<p>2. Any loss or damage suffered by any person arising out of the exercise by ACC of any right, power or discretion under this Agreement.</p>
Insurance	<p>Public Liability ACC holds appropriate Public Liability insurance. All corporate / business / groups who hire the ACC facility agree to produce a 'Certificate of Currency' confirming current Public Liability Policy to the Administrator of ACC 14 days prior to the date of the event.</p> <p>Property ACC holds appropriate building and content's insurance. All property brought into ACC by the hirer must be covered by its own insurance policy. Any damages outside of normal wear and tear of the building and/or contents will be borne by the hirer.</p>
Decorations, Alterations & Repair of Damage	<p>Decorations Decorations may only be fixed with prior approval and agreement of the Administrator. Approval may be sought prior to the event taking place. No tape, pins or other fixings are to be attached to the painted surfaces. All decorations must be removed by the day and time agreed otherwise the cost of removal and any repair will be added to the hire charge.</p> <p>Alterations The hirer will not make any alterations or additions to the structure, fittings, decorations or furnishings of ACC unless previously approved by the Administrator.</p> <p>Repair of damage All damage must be reported to the Administrator immediately. The hirer shall be liable for all damage and shall pay the cost of repair of any damage caused to the premises that occurs during the period of the hirer's occupation of the premises.</p>
Suspended Objects	<p>Suspension of objects from any ceilings in the premises is not permitted unless previously approved by the Administrator.</p>
Firearms & Dangerous Substances	<p>No pyrotechnics, firearms, or inflammable liquids shall be brought into the premises unless previously approved by the Administrator as being necessary for the performance or function.</p>
Additional Electrical Fittings & Equipment	<p>Additional electrical fittings or equipment shall not be brought into the premises unless previously approved by the Administrator and the hirer shall pay all costs associated with such fittings or equipment including the cost for any necessary additional staff required.</p>
Removal of Hirer Property at Conclusion of Hire	<p>All scenery, curtains, properties, goods and effects of the hirer must be removed from the premises by the day and time stated. Any such goods of the hirer left in the premises contrary this sub clause may be held by ACC at the hirer's expense pending sale by ACC. ACC shall not be responsible for any loss or damage thereto and may dispose of the proceeds of sale as ACC deems fit. ACC shall not be the liable of the hirer. ACC agrees to provide the hirer with seven days notice of any intended sale.</p>

Event Advertisements	<p>The hirer should clearly state in their advertisement/flyer as follows Event Sponsor or Event Host: XYZ Venue: 27 Sturt Street, Adelaide SA 5000</p> <p>The hirer should provide any form of advertisement of the event prior to making it public.</p> <p><i>Note: The hirer must not include the words “Adelaide Christian Centre” without the written permission of the Administrator.</i></p>
Engagement & Employment of Persons	<p>All persons engaged or employed by the hirer in connection with this agreement shall be engaged or employed on terms in Compliance with the provisions of all relevant industrial agreements, awards and determinations and all such persons shall comply with this agreement.</p>
Revocation of Agreement	<p>If at any time in the opinion of ACC:</p> <ol style="list-style-type: none"> 1. There has been a breach or default of any condition by the hirer; 2. There is a likelihood that damage may be caused to the premises if the hirer exercises the rights granted by this agreement; or 3. The performance or use to be conducted including <i>but without limitation</i> advertising or promotion thereof is or is likely to be of a scandalous, libelous, obscene or objectionable character as determined by ACC then ACC may cancel the hire by giving notice in writing and forfeit any payment already made without prejudice to any right or remedy of ACC for any breach by the hirer of this Agreement.
Waiver of Conditions	<p>None of the provisions of this Agreement shall be taken either at law or in equity to have been varied, waived, discharged or released by ACC unless expressly consented to in writing.</p>

Agreement For Hire Of Facilities

This Agreement is made on the Day of, 20.....

Between: **Adelaide Christian Centre**
27 Sturt Street, Adelaide (owner)

And:

Of

..... (hirer)

Recitals :

- R1. The owner is the proprietor of the facilities
- R2. The hirer will hire the facilities from the owner upon the terms and conditions in this Agreement.

Executed as an Agreement

For and on behalf of **Adelaide Christian Centre** (the owner)

Authorised Person:

Signature: Date:

Hirer:

Signature: Date: