

Terms & Conditions (2023)

Agreement

1. The Sydney Mechanics' School of Arts (SMSA) agrees to hire the SMSA facilities in accordance with the following Terms and Conditions.
2. The **Venue Hire Rates** and **Venue Hire Booking Form** documents form part of these Terms and Conditions.
3. The SMSA reserves the right to vary the **Venue Hire Terms and Conditions** at any time, endeavouring to give as much notice as possible to Hirers.

Access to the Venue

4. For operational reasons, access to the venue will be restricted outside the times nominated by the Hirer on the **Venue Hire Booking Form** and the Lifts and/or Front Doors will be locked.
5. The SMSA will provide access to the venue as follows:
 - a. The Front Door and Lifts will open 15 minutes before the 'Access From' or 'Start' time nominated by the Hirer, whichever is earlier.
 - b. The Front Door and Lifts will lock 30 minutes before the 'Access To' time nominated by the Hirer.
6. It is the Hirer's obligation to ensure that sufficient time to set up and pack down an event is booked in advance via the **Venue Hire Booking Form**.
7. For the purpose of the venue hire charges, the Booking is deemed to end when all rubbish has been cleared, the location of furniture reinstated for the next Hirer and the last patron has left the venue.
8. The SMSA Administration Office is open Monday to Friday, from 9:00am–5:00pm. The Hirer is responsible for picking up during business hours equipment or keys for any bookings that will take place outside these hours.

Assistance with Event Set-up or Audio Visual Equipment

9. The SMSA is a not-for-profit venue that operates with a small number of staff. To keep rates low and accessible for community groups, the SMSA offers venues on a 'bare hire' basis. The SMSA does not maintain staff resources to offer assistance with set up of equipment.
10. Where two or more meeting rooms are booked at the same time by the Hirer, the Hirer must indicate on the **Venue Hire Booking Form** whether the foldable doors are required in an open or closed position.
11. **Please Note:** Only SMSA Staff may open and close the foldable doors in meeting rooms. Hirers MUST NOT move the foldable doors at any time. Hirers will be charged for damage caused to doors through improper use.

Advertising and Publicity

12. Any publicity materials circulated by Hirers should clearly state the name and contact details of the group running the activity and give the SMSA address as the location only.
13. Promotional materials should not imply endorsement by the SMSA of any activities and it must be clear that the SMSA does not host these external activities unless by agreement.
14. Prior written approval is required to use the SMSA logo in any promotional material, print or audio-visual display. All proposed artworks must be viewed and approved by SMSA prior to publication.
15. SMSA walls must not be used for display purposes.

Agreed Use

16. The Hirer agrees to use the venue only for the purpose described on the **Venue Hire Booking Form**. The Hirer agrees that the function, meeting, or event will be conducted in a proper orderly and lawful manner.

Alcohol

17. If alcohol is present during the function, the Hirer shall ensure that the Hirer's staff, contractors, and participants comply with all liquor licencing laws legislation, including Responsible Service of Alcohol, the avoidance of drunkenness or inappropriate behaviour and prevention of the consumption of alcohol by any persons under the age of 18 years.
18. The sale of alcohol on SMSA premises is not permitted under any circumstances.

Security

19. The Hirer acknowledges and agrees to video surveillance and recording by the SMSA for security purposes. All video surveillance is conducted in accordance with the Workplace Surveillance Act 2005.

Basis of the Agreement

20. The SMSA reserves the right to refuse the hire of facilities to any applicant without assigning any reason for such refusal.
21. Performance of this agreement is contingent upon the ability of the SMSA to complete same. Any causes whether stated or not which are beyond the control of the SMSA shall not result in the SMSA being liable for loss of profit or consequential damages whether based on breach of contract warranty or otherwise.

Bookings

22. Tentative bookings will be held for a maximum of 10 working days, during which time the Hirer will be required to confirm the booking. Tentative bookings that are not confirmed within 10 working days will be released.
23. To confirm a booking, Hirers must complete a **Venue Hire Booking Form** and return the signed form to the SMSA; a confirmation email will be issued to the Hirer.
24. Further to items 20 & 21, the SMSA reserves the right to change or cancel any booking without assigning any reason for such change or cancellation.
25. If, through circumstances beyond the control of the SMSA, the hired venue becomes unavailable, the function will be relocated to an alternative venue within the SMSA where possible. If a comparable venue is not available for the hire period, the SMSA will not be liable for any loss or damage suffered by the Hirer as a result of the unavailability.

Cancellations

26. If a confirmed booking is cancelled:
 - a. with less than 5 business days written notice, the full venue hire fee will be due and payable.
 - b. with less than 10 business days written notice, 50% of the venue fee will be due and payable.

Catering

27. The SMSA is able to organise catering for Hirers on request. Please ask for a menu when you make a booking.
28. Hirers are under no obligation to use catering organised by SMSA and may provide their own catering or use a third-party if they wish.
29. Food and beverages **MUST NOT** be consumed in the H. C. Theatre.

Cleaning

30. In order to keep rates low, the venue hire fees only cover the cost of general cleaning. Bins are provided for reasonable amounts of rubbish.
31. The Hirer is responsible for leaving meeting rooms, foyer, kitchen, and crockery cupboards clean and tidy, including:
 - a. returning all furniture to its original position after the event;
 - b. removing all rubbish, leftover food, crockery and cutlery from the meeting rooms and foyer;
 - c. cleaning all kitchen equipment and appliances; and
 - d. ensuring all hired crockery and cutlery is washed in dishwasher and restacked in cupboards.
32. The SMSA will charge an additional Cleaning Penalty to any Hirer who fails to leave the rooms, foyer, kitchen, or crockery cupboards in an acceptable condition as

specified above. The Hirer's future bookings may also be jeopardised for repeat offenders.

Damages

33. The Hirer will be responsible for any breakage, damage, defect, theft or vandalism to the SMSA building or its contents during the function or by any patrons or visitors of the Hirer, and SMSA will charge the Hirer accordingly.
34. The Hirer must report any damage to Venue Hire Staff immediately or on the next business day if the incident occurred after-hours.

Deliveries

35. All deliveries to the SMSA must be prearranged with the Venue Hire Staff and must be clearly marked with client details. Deliveries will be accepted only on the day of the activity.
36. There are no storage facilities at the SMSA, therefore Hirers must collect goods immediately after the event or the next business day at the latest.

Furniture and Equipment

37. The meeting rooms contain basic furniture. Hirers may rearrange furniture during the course of an event; however the Hirer is responsible for restoring all furniture to its default configuration after the event.
38. SMSA staff are not available to move furniture.
39. Level 1 Hirers must replace additional chairs as specified below and must not obstruct the movable doors:
 - a. **Windeyer and Dowling Rooms** – Stack chairs near windows.
 - b. **Lawson and Woolley Rooms** – Stack chairs in storage cupboards.
40. Instructions for operating the Audio-Visual equipment in the Henry Carmichael Theatre are posted on the wall of the theatre and are also available from Venue Hire Staff.
41. **Please Note:** The lectern in the Henry Carmichael Theatre **MUST NOT** be unplugged or moved from its position at any time.

Insurance

42. All Hirers must supply a current Certificate of Currency for public liability to SMSA annually.
43. The SMSA cannot take responsibility for damage to or loss of your items before, during or after an event and highly recommends that Hirers arrange additional insurance cover, where appropriate.

Invoicing and Payments

44. The Hirer shall pay the fee specified according to the applicable **Venue Hire Rates** by the due date specified on the invoice.

Kitchen

45. The use of the kitchen is included with the hire fee, but will be shared with all other Hirers unless the entire floor is hired. Hirers must be considerate of other Hirers using the kitchen at the same time.
46. Hirers may use all equipment and appliances in the kitchen. Instructions are provided for the oven/stove and dishwasher.
47. Hirers using equipment and appliances must clean all items and return the equipment to its original position after use.
48. Crockery may be hired at an additional fee and is stored in green cupboards between Woolley Room and Mitchell Theatre. If the event is held after business hours, Venue Hire staff will make arrangements for issue of a crockery cupboard key.
49. **Please Note:** For Work Health and Safety reasons, leftover food and drink items are removed from the fridge **daily**. Hirers whose event is over multiple days should contact Venue Hire staff to make arrangements
50. SMSA will take no responsibility for any items – food or otherwise – stored in the kitchen.
51. The fire extinguisher and fire blanket are not to be moved under any circumstances except to extinguish a fire.

Emergency and Evacuation Procedures

52. The SMSA will provide all Hirers with Emergency and Evacuation procedures at the time a booking is made.
53. Emergency and Evacuation procedures are clearly displayed near the lifts and in all meeting rooms. Copies may be obtained from Venue Hire staff.
54. Hirers are responsible for informing event attendees of the Emergency and Evacuation procedures on the day of the meeting, including the location of emergency exits, fire extinguishers and first aid kits.
55. If the Hirer making the booking is not present on the day of the meeting, it is the Hirer's responsibility to designate a representative to inform attendees of the Emergency and Evacuation procedures.
56. In the event of a fire alarm, please evacuate the building using the fire stairs and assemble at the designated assembly points on the evacuation plans.

Work Health and Safety

57. All electrical equipment brought into the SMSA must be tested and tagged in accordance with the Work Health and Safety regulations and Australian Standards.
58. The following must be reported to SMSA within 24 hours, in writing:
 - a. Any hazard, incident or injury to people;
 - b. Any hazard or damage to property.

Privacy Policy

59. Read about our commitment to protecting your personal information in our Privacy Policy which is available on our website. If you have any questions, don't hesitate to contact us by email at: secretary@smsa.org.au or call 02 9262 7300.

Pricing Policy

60. This Pricing Policy defines the applicable fee structure for the different classes of Hirers of SMSA facilities:
 - a. **Commercial/Government** – means organisations, businesses, groups or individuals that seek to operate and derive financial benefit for their stakeholders or that are part of federal, state or local government or a profit-making education organisation such as, but not limited to, a university.
 - b. **Not-for-Profit** – means organisations or community groups who are incorporated and have remunerated employees, but do not operate and derive financial benefit for their stakeholders.
 - c. **Volunteer** – means organisations, community-based groups or individuals who may be incorporated, do not have remunerated employees, nor operate and derive financial benefit for their stakeholders.
61. The Fees for Hire shall be calculated according to the applicable **Venue Hire Rates** and as follows:
 - a. There is a minimum hire period of two (2) hours for all rooms.
 - b. Additional hire is charged on an hourly basis after the initial two (2) hour period.
 - c. Charges are rounded up to the full hour.

Refund Policy

62. All pre-paid event bookings (for example, those by First-time Hirers) remain subject to SMSA's Cancellation Policy as defined in our Venue Hire Terms and Conditions. In the event of a pre-paid booking being cancelled by the hirer, SMSA will, at the hirer's preference, either:
 - a. apply the paid fees to a future event booked by the hirer, or
 - b. refund the fee (less any penalties as defined by the Cancellation Policy) to the hirer.
63. In the event of a pre-paid booking being cancelled by SMSA (refer to items 24 & 25), SMSA will, at the hirer's preference, either:
 - a. apply the paid fees to a future event booked by the hirer, or
 - b. refund the fee in full to the hirer.

Rights

64. Nothing in the Venue Hire Agreement confers on the Hirer any rights as a tenant. The relationship between the SMSA and the Hirer is one of Licensor and Licensee.

Signage

65. The Hirer shall not erect or place any flag, banner or other signage in or around the meeting rooms or ground floor foyer.
66. Blu-tack and tape are not permitted to be used on the meeting rooms or on foyer walls.

Smoking

67. Smoking is not permitted inside or outside the SMSA building.

Use of Facilities

68. Facilities may be used for community or business purposes such as meetings, community education programs, fundraising activities by community groups, conferences, training programs, digital film screenings (subject to copyright provisions) or other cultural events and celebrations.