

SYDNEY MECHANICS' SCHOOL OF ARTS (SMSA)

TERMS & CONDITIONS

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. 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 nominated 'Access From' time.
 - b. The Front Door and Lifts will lock at 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. If the event falls outside of those hours, The Hirer must arrange to collect any equipment or keys during SMSA business hours.
9. The Hirer is also responsible for organising any technical walkthrough that may be required prior to the event taking place.

ASSISTANCE WITH EVENT SET-UP OR AUDIO-VISUAL EQUIPMENT

10. 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.
11. If assistance is required, this can be arranged with the SMSA for a fee.
12. Where two or more meeting rooms are booked at the same time, the Hirer must indicate on the Venue Hire Booking Form whether the foldable doors are required in an open or closed position.
13. 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

14. 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.
15. 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.
16. 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.
17. The SMSA will not promote any external event on it's Website.
18. SMSA walls must not be used for display purposes. See "Signage"

AGREED USE

19. 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

20. If alcohol is present during the function, the Hirer shall ensure that the Hirer's staff, contractors, and participants comply with all liquor licensing 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.
21. The sale of alcohol on SMSA premises is not permitted under any circumstances.

SECURITY

22. 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

23. The SMSA reserves the right to refuse the hire of facilities to any applicant without assigning any reason for such refusal.
24. 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

25. 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.
26. 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.
27. One-off events must be paid 10 days before the event takes place. In the case of repeat bookings throughout the year, the events must be paid at the beginning of the month.
28. Further to items 23 & 24, the SMSA reserves the right to change or cancel any booking without assigning any reason for such change or cancellation.
29. 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

30. 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.
31. If the cancellation is made outside of this time frame the Hirer can either seek a refund in line with section 67 or can nominate a new date to transfer the booking to.

CATERING

32. The SMSA can recommend a preferred caterer to Hirers on request. Please ask for a menu when you make a booking.
33. Hirers are under no obligation to use said caterer and may provide their own catering or use a third-party if they wish.
34. All catering must be organised with the caterer directly.
35. Food and beverages **MUST NOT** be consumed in the Henry Carmichael Theatre.
36. All catered events will incur a cleaning fee.

CLEANING

37. To keep rates low, the venue hire fees only cover the cost of general cleaning. Bins are provided for reasonable amounts of rubbish.
38. All catered events will incur a cleaning fee.
39. 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 are washed in the dishwasher and restacked in cupboards.

40. 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

- 41. 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.
- 42. The Hirer must report any damage to Venue Hire Staff immediately or on the next business day if the incident occurred after-hours.

DELIVERIES

- 43. 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.
- 44. 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

- 45. 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.
- 46. SMSA staff are not available to move furniture unless arranged for in advance.
- 47. The Windeyer Room door has a sliding door, please ensure that it is moved with consideration and precision.
- 48. 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.
- 49. Please ensure that the Henry Carmichael Theatre AV equipment is turned off at the conclusion of your event. Failure to do so will result in the projector bulb being damaged which can be charged back to the hirer.
- 50. Please Note: The lectern in the Henry Carmichael Theatre MUST NOT be unplugged or moved from its position at any time.

INSURANCE

- 51. All Hirers must be able to supply a current Certificate of Currency for public liability if requested by the SMSA
- 52. 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

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

KITCHEN

- 54. Shared use of the kitchen is included with the hire fee. Sole use of the kitchen is included when hiring all of Level 1. Hirers must be considerate of other Hirers using the kitchen at the same time.
- 55. Hirers may use all equipment and appliances in the kitchen. Instructions are provided for the oven/stove and dishwasher.
- 56. Hirers using equipment and appliances must clean all items and return the equipment to its original position after use.
- 57. Crockery is available for hire and is stored in the blue cupboards between Woolley Room and H.C. Theatre. If the event is held after business hours, Venue Hire staff will arrange access.
- 58. 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 suitable arrangements.
- 59. SMSA will take no responsibility for any items, food or otherwise, stored in the kitchen.
- 60. The fire extinguisher and fire blanket are not to be moved under any circumstances, except to extinguish a fire.

EMERGENCY AND EVACUATION PROCEDURES

- 61. The SMSA will provide all Hirers with Emergency and Evacuation procedures at the time a booking is made.
- 62. Emergency and Evacuation procedures are clearly displayed near the lifts and in all meeting rooms. Copies may be obtained from Venue Hire staff.
- 63. 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.
- 64. 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.
- 65. 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

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

PRIVACY POLICY

68. 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: ceo@smsa.org.au or call 02 9262 7300.

PRICING POLICY

69. This Pricing Policy defines the applicable fee structure for the different classes of Hirers of SMSA facilities:
- 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
 - 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. SMSA Members also fall under this pricing category.
70. The Fees for Hire shall be calculated according to the applicable Venue Hire Rates and as follows:
- There is a minimum hire period of two (2) hours for all rooms and a minimum of three (3) hours when booking the entirety of Level 1
 - Additional hire is charged in thirty (30) minute blocks once the initial two (2) hour period ends.
 - Charges are rounded up to the next half-hour.

REFUND POLICY

71. The Refund policy is as follows:
- 100% refundable in event of cancellation greater than 10 working days from Event Date
 - 50% refundable in event of cancellation less than 10 working days from Event Date
 - Non-refundable in event of cancellation less than 5 working days from Event Date

RIGHTS

72. The Venue Hire Agreement does not on the Hirer any rights as a tenant. The relationship between the SMSA and the Hirer is one of Licensor and Licensee.

SIGNAGE

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

SMOKING

- 75. Smoking / vaping is not permitted inside or outside the SMSA building.
- 76. Anyone caught smoking / vaping will be subject to a cleaning fee.

USE OF FACILITIES

- 77. 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 copywrite provisions) or other cultural events and celebrations.