



## Terms and Conditions of Hire

### 1 General

- 1.1 The Auditorium, the Banqueting Room, the Prince Alfred Room, the David Spence Room, the Green Room, the Auditorium Foyer and the Meeting Hall (hereinafter called the "Adelaide Town Hall") are available for the presentation of concerts and other branches of the performing arts as well as for lectures, meetings, conventions and catered events.
- 1.2 These Terms and Conditions of Hire represent the requirements of the Adelaide City Council (hereinafter called the "Council") and the Catering contractor (hereinafter called the "Caterer") at the time the booking is made.
- 1.3 Any reference to the Adelaide Town Hall or any venue therein by a Hirer in any published matter, either written or electronic, shall refer to the **Adelaide Town Hall** by its full title.
- 1.4 The Council reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Hirer.
- 1.5 The Council must be informed of the purpose for which any function area is to be used at the time any booking is made.
- 1.6 Except to the extent the type of function and all specifications of the function are provided to the Council and included in the Event Order, the Council does not warrant the function area being hired to the Hirer is suitable for the type of function being undertaken by the Hirer.
- 1.7 The terms and conditions and hire fees and charges contained herein may vary from time to time but any such variation shall not negate this agreement and the Council shall not be under any obligation to explain the reasons for any such changes.

### 2 Tentative Bookings

Except at the discretion of the Council, tentative bookings will be held for a maximum of ten (10) business days, without obligation, after which time the Hirer must confirm his/her intention to proceed with the booking. If the Hirer has not done so, the Council reserves the right to cancel the booking.

### 3 Confirmed Bookings / Deposit

- 3.1 On receipt of the Hirer's wish to confirm a booking, a Hiring Agreement will be forwarded to the Hirer stipulating the charges and a non-refundable booking fee payable.
- 3.2 For the booking to be confirmed, the Hiring Agreement must be signed and returned within ten (10) business days together with the booking fee. The booking fee may be paid by cash, credit card, EFT or cheque. Cheques are to be made payable to the "Adelaide City Council". The booking fee is a non refundable deposit being of no less than 30% of the total room hire and catering costs..
- 3.3 Receipt of the signed Hiring Agreement by the Council confirms acceptance of these terms and conditions.
- 3.4 The Council may disregard any booking that is not confirmed within the terms of this agreement and reserves the right to re-let unconfirmed bookings.

### 4 Cancellation of a Booking

In the situation that the Hirer cancels a booking after it has been confirmed, written notification is required and the following cancellation fees will apply:

- If cancelled more than thirty (30) days prior, the booking fee will be retained as a cancellation fee.

- If cancelled thirty (30) days or less prior, the cancellation fee shall consist of the booking fee, balance of the room hire and any other charges due including catering charges. If cancelled 14 days or less the full catering amount is to be paid.

### 5 Transfer of a Booking

Except at the discretion of the Council, a Hirer wishing to transfer a confirmed booking to an alternate date remains liable for all charges due.

### 6 Catering

- 6.1 The Caterer has been appointed with the exclusive rights to provide food and beverage in the Adelaide Town Hall and holds the appropriate Liquor License.
- 6.2 Except at the discretion of the Council, Hirer's and their guests are not permitted to bring food or beverage onto the premises.
- 6.3 If due to unforeseen circumstances (eg supplier shortage) the Caterer is unable to provide the agreed menu or services, the Caterer reserves the right to adapt the menu or services in consultation with the Hirer where practicable.
- 6.4 The prices listed with the menus are current at the time of quotation. These prices are subject to revision until the final details are confirmed in writing.

### 7 Schedule D and Event Order

- 7.1 To ensure the success of your function, the Hirer must complete the Schedule D form in full and return to the Council at least one (1) month prior to your function for approval. Penalties apply for late booking information.
- 7.2 The requirements provided in your Schedule D will be compiled into an Event Order and returned to you for your agreement. The Hirer must sign and return the Event Order at least seven (7) business days prior to your function.
- 7.3 The information on your Event Order will be considered final for invoicing purposes. For catering purposes, the final number will not be subject to reduction and charges are made according to the final number specified or any increase thereof.
- 7.4 Any changes made to the Event Order within seven (7) business days of your function may incur additional charges. Numbers can be increased up to four (4) business days prior.
- 7.5 Additional guests on the day will be catered for to the best of our ability and costs forwarded to the Hirer.
- 7.6 The Hirer is responsible for occupying and vacating the rooms within the times scheduled. Utilisation of space outside the times quoted will be subject to availability. Additional charges may apply, at Council's discretion, if functions extend beyond times agreed in writing.

### 8 Final Payment

- 8.1 Unless otherwise agreed to by the Council and the Caterer, and in addition to the booking fee, full payment of room hire and catering must be forwarded to the Council four (4) business days prior to your function, either by cash, credit card, EFT or cheque. Cheques are to be made payable to the "Adelaide City Council".
- 8.2 Failure to remit the specified amount may result in the booking being cancelled and the appropriate cancellation fees will apply.
- 8.3 Corporate / Concert Hirer's will be sent an invoice for any additional fees after the function for payment within seven (7) business days.



# Terms and Conditions of Hire (continued)

- 8.4 Purchase orders will be accepted from Government departments for the estimated amount of the function at least seven (7) business days prior to the function. An invoice for the room hire balance, catering and any additional fees will be sent after the function for payment within seven (7) business days.
- 8.5 For all private events (Weddings, Birthday Parties etc), catering surcharges, as listed in Schedule B, must be settled upon the conclusion of the function by cash or credit card.
- 8.6 Any additional fees incurred, as listed in Schedule B, will be invoiced post event for payment within seven (7) business days.
- 8.7 Minimum numbers on a Saturday are 150 guests in the Auditorium and 90 guests in the Banqueting Room for a 3 course food and beverage menu.

## 9 Season Hiring

If during a booking over multiple days or nights ("a season") a function area cannot be let during a break in the season then the Council reserves the right to charge the Hirer the appropriate room hire rate for the period of the break in a season.

## 10 Box Office

The Hirer shall conform with the Council's policies regarding ticket booking arrangements which are as follows:

- 10.1 Except with the prior approval of the Council, all Hirer's must use the contracted ticket provider for sales of tickets to any event.
- 10.2 Four house seats for every concert must be forwarded for the Council's use (Dress Circle, Row A 9-12).
- 10.3 If self-ticketing is approved, seating plans and tickets must be approved by the Council prior to being distributed or going on sale.
- 10.4 Door sales will take place from the Adelaide Town Hall Ticket Sales office on the Ground Floor and must be open at least one hour prior to the advertised starting time of a performance.
- 10.5 The sale of standing room in the Auditorium in conjunction with any concert or staged event is strictly prohibited.

## 11 Front of House & In-House Technical Staff

- 11.1 The Hirer shall use only the services of front of house staff (ushers) normally engaged by the Council as required.
- 11.2 The in-house sound and lighting technician must be present for all events in the Auditorium including bump ins/set ups, rehearsals, sound checks, performances/functions and bump outs.
- 11.3 Refer to Schedule B for associated costs.

## 12 Rehearsals/Set ups/Sound Checks/Breaks

- 12.1 All technical set ups and rehearsals in the Auditorium must be supervised by the in-house technician.
- 12.2 All set ups and rehearsals in other areas must be under the supervision of a member of the Council staff. Charges may apply.
- 12.3 The in-house sound and lighting technician is entitled to a 30 minute break every 4 hours under the State Award. If this break is not taken a missed meal fee may be charged.
- 12.4 Bump in/setups before 8.30 am may incur extra costs.

## 13 Programmes, Publicity & Banners

- 13.1 Except with the prior approval of Council, only staff engaged by Playbill Pty Ltd will sell any session and/or souvenir programmes supplied by the Hirer for the season/performance. The cost of employing programme sellers shall be borne by the Hirer. In addition, a merchandise fee is applicable as per clause 14.2.
- 13.2 If prior approval is granted, the Hirer may only distribute programmes for free or through a gold coin donation. It is the Hirer's responsibility to provide a suitable receptacle for donations and staff it accordingly.
- 13.3 There are limited areas available for programmes, displays and posters and the positioning of these must be approved by the Council. All programmes and displays must be removed immediately after the function.
- 13.4 Freestanding banners are permitted in the Venue and positioning must be approved by Council staff prior to your function.
- 13.5 Banners that are rodded top and bottom may be hung in the Auditorium and Foyers depending on their size. Charges may apply.

## 14 Merchandise Sales

- 14.1 A Hirer shall not put on sale any items in the Adelaide Town Hall without having first obtained the approval of the Council. Any items approved for sale shall be sold only by staff of Playbill Pty Ltd except with the prior approval of the Council. The cost of employing sellers shall be borne by the Hirer.
- 14.2 In addition to clause 14.1 above, the Council shall receive from the sale of merchandise 10% (plus applicable GST) of the gross sales income on printed matter and clothing (excluding GST) and 7.5% (plus applicable GST) of the gross sales income on videos, CDs etc (excluding GST).

## 15 Television/Film/Radio Coverage/Recording Fee

- 15.1 The Council shall have absolute discretion to decide whether or not any function held in the Adelaide Town Hall shall be broadcast or televised and shall be entitled to impose any conditions it sees fit in relation to the televising or broadcasting of a function.
- 15.2 Where the Council approves television transmission, filming, radio broadcasting or recording from the Adelaide Town Hall a fee may, at the sole discretion of the Council, be charged in addition to any direct costs for staff and facilities. Refer Schedule B for associated costs.
- 15.3 The costs of additional staff, overtime incurred and applicable award penalties as a result of the requirement to televise, broadcast or record any performance will in all cases be charged to the Hirer. Refer Schedule B for associated costs.
- 15.4 Any additional lighting or other specific requirements together with all related costs shall be the responsibility of the Hirer. Please refer to clause 19.
- 15.5 The requirement to televise may result in the seating available for sale to the general public being reduced because of camera locations or other technical requirements. The Hirer shall supply to the Council thirty (30) days prior to the function, sufficient information to enable the box office to sell to an accurate seating plan.
- 15.6 The Council does not warrant the fidelity or standard of any recording carried out in the Adelaide Town Hall pursuant to this agreement.

## 16 Performance Sound Levels

We reserve the right to control sound levels at your function. As this is a multi-use venue, sound levels cannot be guaranteed and no liability will be accepted.



# Terms and Conditions of Hire (continued)

## 17 Pipe Organ

The Pipe Organ in the Auditorium is available for hire with the prior approval of the Council. All Organist details must be submitted and approved by Council prior to your function. Refer Schedule B for associated costs.

## 18 Art Exhibition Programme

The Main Foyer, Southern and Northern Galleries may be used from time to time for the display of art works. Art work will not be removed for any function except at the discretion of the Council.

## 19 Electrical & Mechanical Equipment

19.1 Hirer's wishing to provide any additional sound, lighting or other electrical devices and mechanical equipment, over and above existing Venue equipment, must submit a complete list of such equipment for approval by the Council prior to your function.

19.2 All equipment brought onto the premises must be electrically tagged and tested according to the requirements under the OHS&W Regulations. The Hirer will be asked to remove any equipment that is not tagged and tested.

19.3 Our Event Coordinators will be happy to provide a quote for any additional equipment through our preferred supplier.

## 20 Deliveries, Storage & Removal

20.1 The Adelaide Town Hall does not have storage facilities other than function spaces booked by the Hirer during the agreed function times.

20.2 The Hirer must advise the Council of any deliveries in advance and mark all deliveries with the name, date and venue of the function.

20.3 The Council and the Caterer will not accept any responsibility for damage or loss of goods left on the premises prior to, during, or after the function.

20.4 All goods must be removed at the conclusion of your function. Any goods left without prior arrangement will be deemed abandoned.

## 21 Parking / Lane Access

21.1 Public parking is available at the Topham Mall U-Park in Waymouth Street, Grote Street U-Park and Central Market U-Park. Parking charges apply.

21.2 The parking of vehicles by Hirer's, or any person associated with the Hirer, for extended periods of time is not permitted in the vicinity of the Adelaide Town Hall.

21.3 Vehicles are not permitted at any time in the Prince Alfred Lane, except with the Council's approval for the purpose of promptly loading and unloading. Any vehicle breaching any conditions will be liable to an appropriate penalty under the Road Traffic Act.

Vehicles must not cross the continuous yellow line onto the tram track that denotes the separation of the tram track to road users.

## 22 Stage Door Access

The Hirer shall ensure that all artists and personnel engaged for performances in the Adelaide Town Hall enter and exit the building only through the Stage Door entrance which is located on the southern side of the Adelaide Town Hall (via the Town Hall Courtyard). When open, the Stage Door will be supervised by Council staff and costs will be passed onto the Hirer. Refer Schedule B for associated costs.

## 23 Performing Rights Association License

23.1 The Hirer will arrange a current Australasian Performing Rights Association License (APRA) if an event includes the public performance of either live or recorded music.

23.2 The Venue holds the appropriate licenses to play recorded background music.

## 24 Use of Recording Devices

24.1 The Copyright Act prohibits the recording of public performances of either live or recorded music unless a suitable license has been sought from the appropriate copyright collecting agency. For this reason, patrons are not permitted to use any type of camera or recording device (including mobile phones) in any venue of the Adelaide Town Hall during a public function.

24.2 In the case of a private function permission of the type set out in 24.1 above must be sought from the Hirer.

24.3 Where schools are covered by the appropriate AMCOS/ARIA/APRA license, patrons may record performances of school events for private domestic use unless restricted by the school itself. This does not apply to an inter-school performance (such as an Eisteddfod).

## 25 Council and Caterer Directions

25.1 The Council and the Caterer shall have the right to require any staff or volunteers engaged by the Hirer to carry out its reasonable directions in relation to the terms and conditions of hire.

25.2 In the event of an emergency, the Hirer and guests will follow the directions of Council and the Caterer's staff to evacuate the Venue if instructed to do so.

## 26 Damage to the Adelaide Town Hall

26.1 The Hirer will not affix any matter or thing to, or hang any matter or thing from, any part of the Adelaide Town Hall or to or from any fixture or item of furniture therein without the prior consent of the Council.

26.2 The Hirer is responsible for any damage to the building or property in the areas of the Adelaide Town Hall under hire, or damaged as a result of the hiring event and undertakes to promptly make good such damage upon the production of an invoice (with associated evidence) for the costs of remedying the damage.

## 27 Observance of Statutes

Hirer's shall in all respects observe and comply with the provisions of the Liquor Licensing Act 1985 and all other relevant State or Federal legislation and Council By-laws.

## 28 Conduct of Function

28.1 Hirer's shall conduct and manage the function/performance in a proper, orderly and lawful manner and shall not permit any act, matter or thing which may injure the reputation of the Adelaide Town Hall, the Council or the Caterer.

28.2 The Council and/or the Caterer reserve the right to halt or cease an event if an incident occurs or it is deemed unsafe to continue. The Council and/or the Caterer reserve the right to remove a person/s without liability if behaviour is not considered appropriate.



# Terms and Conditions of Hire (continued)

28.3 The Caterer follows the National Alcohol Beverage Industries Council guidelines of Responsible Service of Alcohol. Staff members are instructed not to serve any alcoholic beverages to guests under the age of eighteen (18) years, or to guests in a state of intoxication. The Caterer's policy is to serve guests in a responsible, friendly and professional manner. The right to discontinue liquor service is reserved by the Caterer and Council.

## 29 Smoking

In the interest of public health, and in line with Government Regulations, the Adelaide Town Hall is a smoke free venue.

## 30 Prohibitions

- 30.1 Confetti, confetti substitutes or glitter are not permitted in any area of the Adelaide Town Hall. A cleaning fee will apply if these are used. Refer Schedule B for associated costs.
- 30.2 Eating and drinking are prohibited in the Auditorium and on stage at all times.
- 30.3 The use of special effects, including hazers, smoke and dry ice machines, are prohibited in all areas of the Adelaide Town Hall at all times.
- 30.4 Except with the prior approval of the Council, the use of candles and candelabra are prohibited in the Adelaide Town Hall. Consideration for use of candles will only be given to oil-filled candles and a maximum of two (2) free-standing candelabra. Please note the use of wax candles, of any kind, is not permitted.
- 30.5 If approval is given for oil filled candles to be used, the Hirer must ensure that no flammable decorations or materials are placed next to the candles so as to create a fire hazard. Further, if any such decorations or materials are deemed unsafe by the Council for any reason whatsoever (including fire risk) they shall be removed from the Adelaide Town Hall by the Hirer, at the Hirer's expense. At Council's discretion the event must be supervised by a fire officer engaged by the Council and this cost will be passed on to the Hirer.
- 30.6 No flammable liquids or other dangerous substances shall be brought onto the premises.
- 30.7 No live ammunition, gun powder or fireworks used for special effects shall be brought onto the premises without prior written approval from the Council, and without the sighting of the appropriate licenses.
- 30.8 All scenery, properties, drapes etc, for use in the Adelaide Town Hall shall be rendered fire-retardant before being brought into the building.
- 30.9 No items or decorations shall be placed on any stairway or hand-rail.

## 31 Community Rate

The Council offers a discounted rate on room hire for community based organisations or groups. Eligibility for this discount is decided on the following criteria:

- the Hirer must be a non-profit organisation or group registered with the Australian Tax Office (ATO); and
- the Hirer must be a non-government organisation or group; and
- the event/activity must not be for commercial benefit or for private or individual purposes (ie. Retail Sales, Wedding Ceremonies or Receptions).

The Hirer must provide proof of their eligibility to the Council.

## 32 Indemnity to the Council and the Caterer

- 32.1 Liability for Damage to Property or Injury to Persons.  
The Hirer must indemnify the Council and The Caterer against any liability, loss, claim or proceeding arising under any statute or at common law in respect of injury, loss or damage to property, real or personal, including cash, owned by third party including the Council or The Caterer, or in respect of personal injury to, or death of, any person arising out of or in connection with the function where the injury, loss or damage arises out of or in connection with the function and is caused by any negligent act or omission or wilful misconduct or breach of statute, or any breach of this Agreement by the Hirer.
- 32.2 Damage or Injury contributed to by the Council and/or The Caterer.  
The Hirer's indemnity to the Council and The Caterer is reduced proportionately by the extent that the injury, loss or damage to property or to any person is contributed to by the wilful or negligent act or omission of the Council, The Caterer, their employees, officers, agents or subcontractors.

## 33 Insurance

- 33.1 The Hirer must ensure that any musical instruments and other property, scenery, decorations, equipment and the like that is brought into the Venue for the purposes of the event have been insured by either the Hirer or Supplier.
- 33.2 The Hirer shall effect and keep effected for the period of hire a policy of insurance against risks to the Public, such policy to be for not less than twenty million dollars (\$20,000,000) in respect of any one claim for Public Liability and produce to the Council, certificates of currency noting the Council as an Interested Party. Self Insured Hirer's must produce a certificate of membership.
- 33.3 The Hirer must immediately notify the relevant insurer and the Council in writing of any occurrence 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 (if required by the Council) a statutory declaration as to any matters connected with such occurrence or accident.

## 34 Force Majeure

If either party is rendered unable wholly or in part by force majeure to carry out its obligations then this shall not affect the operation of the terms and conditions of hire, and the risk of frustration is to be borne by the Hirer.

The term "force majeure" shall mean an act of God, a strike, a lockout, act of public enemy, civil commotion, war, blockade, riot, state of emergency, lightning, fire, storm, flood, washout, explosion, Government restraint or any form of Governmental intervention and any other cause which is not within the control of the party alleging it.

I have read and accepted the Terms and Conditions of Hire contained in Schedule A and Schedule B.

Client Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Approval Date: \_\_\_\_\_