



adelaide symphony orchestra

HIRER AGREEMENT FOR THE HIRE OF GRAINGER STUDIO or Foyer areas

Hirer Name:-----

Trading As:-----

Hirer Address:-----

Hirer Contact Name:-----

Hirer Phone/Mobile Number:-----

Date of Function:-----

This Agreement sets forth the terms and conditions under which the Adelaide Symphony Orchestra ("ASO") agrees to supply goods and or services to the Hirer as identified. This Agreement shall prevail over any inconsistent agreement between the ASO and the Hirer unless otherwise agreed in writing by the ASO. These terms and conditions may be varied from time to time by the ASO by notice in writing to the Hirer.

In signing this Agreement, the undersigned agrees that the Hirer shall be bound by this Agreement. The undersigned warrants to ASO that he/she or they have authority to sign this Agreement on behalf of the Hirer.

TERMS & CONDITIONS OF HIRE

- Dates and Times of Hire**

The ASO will make available to the Hirer the stage, auditorium, orchestra's assembly room and foyer of the Grainger Studio on the following dates and at the following times (Foyer only bookings include only specified Foyer area).
Refer Schedule A.
- Charges**

The charges payable by the Hirer shall be in accordance with the charges current at the time of making this agreement, together with any expenses and outgoings incurred by the ASO relative to the performance or event and its presentation. All charges are GST inclusive and in this agreement they shall be:
Refer Schedule A.
Estimate charges only. Actual charges may vary according to length of hire period.
- Damage**

If any damage is caused to the ASO's facilities, including instruments, furniture and other goods, during the hiring, the Hirer will pay the cost of making good the damage.
- Fire Alarm Call out**

The Hirer will be responsible to pay the call out charge for the Metropolitan Fire Service in the event that the building fire alarms are activated during the period of the hire.
- Electrical Equipment**

The Hirer will not install or use or bring into the hired facility any additional electrical installation equipment or fitting for the purpose of the Hirer's performance unless that equipment complies with requirements of Australian Standard AS 3000 or any replacement or amended standard. It is assumed that the equipment of the Hirer has been tested by an approved external tester before it is used on site. All such items of equipment must bear the appropriate tagging.



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6. **Removal of Rubbish**
The Grainger Studio/Foyer areas must be left in a condition that meets with the approval of the House Manager. The Hirer is responsible for the removal of all paper rubbish (programs, leaflets etc) from the auditorium/foyer and all foodstuffs, empty bottles or cans or other debris from the foyer. All rubbish must be removed by the hirer at the conclusion of the hiring.
7. **Compliance with Statutory Requirements**
The Hirer must comply with the requirements of legislation, regulations or by-laws in relation to a function and in particular, must obtain any licence required from the function.
8. **Service or sale of Liquor**
The service and consumption of alcohol in any part of the hired premises is prohibited unless specific permission to serve alcohol has been granted by the ASO.
9. **Indemnity**
The Hirer will indemnify and keep indemnified the ASO against claims, costs and damages for death, injury or damage arising out of a hiring.
10. **Public Liability**
The Hirer must have a minimum of \$10,000,000 Public Liability cover for public events. A certificate of currency should accompany the signed copy of this agreement.
11. **Security of Personal Valuables**
The Hirer is totally responsible for the security of all personal belongings and valuables. Where large groups are involved, the Hirer is strongly advised to hire another Room for use as a secure backstage facility.
12. **Reserved Rights by the ASO**
The ASO reserves the right to use any part of the hired area during the time of hire in such a manner that the ASO's usage shall not interfere with the activities of the Hirer.
13. **Confirmation of Booking**
The Grainger Studio shall not be available for the proposed booking until a copy of this Agreement, signed by the Hirer, together with payment of the enclosed tax invoice for a non-refundable deposit of \$550 is received by the ASO. Foyer only bookings attract a \$110 deposit).
14. **Transfer or Cancellation**
If an event for which the Grainger Studio and any other facilities have been hired is transferred or cancelled, the deposit will not be returned and the Hirer shall pay, in addition, any costs incurred by the ASO on behalf of the Hirer.
15. **Payment**
The Hirer shall make payment for all goods and services supplied by the ASO in accordance with the ASO's invoices.

In the event of any default in payment by the Hirer and without prejudice to the ASO's other rights, the Hirer agrees to pay all reasonable costs including legal fees, court costs and expenses incurred by the ASO in collecting any amounts owing by the Hirer on any account. In addition, the ASO is entitled to immediately cease supply to the Hirer and cancel any orders placed by the Hirer.
16. **No warrants or representations**
The ASO shall not be liable for any representation, promise or undertaking regarding the fitness or otherwise of the services supplied by the ASO and the ASO shall not be liable for any losses or expenses howsoever arising directly or indirectly from the provision of services by the ASO to the Hirer.

Signed on behalf of hirer by:

_____ signature

Print name: _____

Designation: _____

Adelaide Symphony Orchestra Pty Ltd

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PRINCIPAL PARTNER
Santos

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Hirer/
agreem