

## Carclew Hire Terms & Conditions

Carclew agrees to make a Carclew venue available to the hirer, in accordance with a contract being entered into, subject to the following terms & conditions:

### Fees and charges:

- A deposit of 20% of the total hire fee must be paid upon contract signing to secure the booking
- Full payment must be received by 14 days prior to hire date
- For hires totalling less than \$400, or occurring in less than 6 weeks, hirers will be invoiced for the full hire fee upon contract signing
- An additional 10% surcharge applies for bookings on public holidays
- In case of cancellation:
  - full refund up to one month prior to hire date
  - 50% refund up to 14 days prior to hire date
  - no refund is offered for cancellations less than 1 week prior to hire date
- A security bond of \$400 (or \$600 for 18<sup>th</sup> & 21<sup>st</sup> birthday parties) is required upon collection of keys and will be refunded once Carclew is satisfied the hirer has met the bond conditions
- Monies can be paid by money order, cheque, cash & EFT

### Bond conditions:

- Circumstances that may lead to withholding bond include:
  - security alarm activation resulting in false alarm call out
  - emergency service call-out and attendance fees, where it is deemed to be caused by hirer's actions
  - breakage or damage to chairs & tables
  - failure to return chairs and tables to the storeroom
  - failure to comply with Carclew's recycling program, including incorrect use of the recycling bins
  - any additional cleaning required
  - vehicle damage to the lawns or sprinkler system
  - damage, theft or tampering with fire extinguishers
  - \$100 penalty applies to any hires (marquee, equipment etc.) that are not collected by 12noon on the first business day after the event
  - failure to adhere to the 11pm curfew on amplified music and/or 1am venue lock-down
  - evidence of use of areas within the grounds, that are outside those stipulated in the hire contract
  - failure to report any damage to Carclew building, grounds or property
  - any other loss or damage of Carclew facilities, including insurance claim excess in accordance with Carclew Insurance Policy
  - failure to comply with any other Terms and Conditions as set out in this document

## Licensing and Insurance

Carclew does not provide hirers with any Licenses or Insurance.

- Hirers must apply for all the necessary licences/insurance as required, in particular:
  - Liquor licensing for events where alcohol is served. Consumer and Business Services (CBS) is responsible for administering the Liquor Licensing Act 1997 in South Australia. Visit their site <<http://www.cbs.sa.gov.au/licensing-and-registration/liquor/>> to determine licensing requirements specific to your event
  - NOTE: All applications for a limited license must be lodged with Consumer and Business Services at least 14 days before the event
- Carclew's Public Liability Insurance protects its employees and volunteers. This insurance does not protect Hirers of Carclew facilities against the Hirers own negligence. Carclew recommends that hirers obtain their own public liability insurance.

## Security

- Hires outside of business hours will be responsible for house and grounds lock-up and alarming
- Security, lock-up and alarm instructions will be issued to all hirers outside of normal business hours. Failure to comply with alarm procedures will result in the hirer being liable for the security call out fee
- Should hirers experience any difficulties with security systems, they should immediately follow instructions provided to them by Carclew during venue induction
- Keys/swipe cards must be collected between 9am-5pm, Monday-Friday no more than two days prior the booking
- Keys/swipe cards issued to the hirer are to remain in the control of the hirer. It is the responsibility of the hirer to ensure that the facility is secured at all times
- Should the facility be left unsecured, doors unlocked and alarm not set, the hirer will be deemed responsible for any damage.
- It is the responsibility of the Hirer to ensure the return of keys and swipe cards within an agreed time after the event
- The facility must not be sub-let, or any hire agreement transferred or assigned without the written consent of Carclew
- Hirers are required to implement additional security at their own expense, for events over 300 people
- All events taking place outside of business hours, with more than 100 people attending, where alcohol will be served, a Carclew staff person is required on site (included within quoted hire rates)
- For events where alcohol is served, Carclew requires hirers to arrange additional professional security services, as follows:
  - Events with 200-300 people attending, 1 security guard required
  - Events with 301-400 people attending, 2 security guards required
- Carclew requires hirers to arrange additional professional security for 18<sup>th</sup> & 21<sup>st</sup> birthday parties where alcohol is served, as follows:
  - Events with 0-50 people attending, 1 security guard required
  - Events with 51-150 people attending, 2 security guards required
  - Events with 151-400 people attending, 3 security guards require

## Set up & pack down

- Hirers must accept full responsibility for the set-up, pack down and cleaning requirements of their event
- Hirers must allow sufficient time within the hire period for set up, pack down and cleaning
- Hirers must make their own arrangements for caterers, furniture, equipment, decorations etc. for their event. Carclew has a list of suggested supplies available upon request

## Chairs and Tables

- 100 white bistro chairs and 20 x 6ft trestle tables are available for hirer use, kept in the Carclew storeroom
- Any misuse, breakage or damage must be reported and will incur a repair charge
- Failure to return chairs and table to the storeroom will result in an additional fee being charged

## Kitchen and cooking

- The Carclew ballroom has an adjoining small kitchen with a fridge, oven, stovetop, microwave and urn, hirers are responsible for the safe use of these appliances
- Hirers must remove all leftover food and drink from the fridge and clean thoroughly after use
- All bottles and cans are to be placed in the appropriate bins near the western gate (see cleaning & recycling below)
- Open spit roasters and other portable cookers are strictly prohibited indoors and on verandas
- Protective ground sheets must be utilised in outdoor cooking areas, and bricks/paving left completely clean after use
- Outdoor cooking should be undertaken at least 1.5 metres from all buildings and fencing

## Cleaning & Recycling

- It is the hirer's responsibility to ensure that the facility is left in a clean and tidy state
- Carclew has a waste recycling program to capture all recyclable and biodegradable materials, and all rubbish should be placed in the appropriate rubbish bins provided adjacent the western gate

## Lighting

- Carclew has emergency exit lighting in the case of power failure
- All lights must be turned off prior to leaving the facility
- The use of candles is strictly prohibited
- Plans to install additional internal or external lighting must be discussed with Carclew Front-of-house Coordinator beforehand

## Marquees

- No stakes or poles are to be used on the lawns, only weighted and small marquees are approved for use

## Vehicle access and parking

- Carclew's car park is available for hirers outside of office hours
- Any motor vehicle driven or parked on the premises of the facility is entirely at the owner's risk, Carclew accepts no responsibility for any theft or damage
- Vehicles must be parked in designated parking areas only and must not be driven on the lawns

## Respect for Carclew House & Grounds

- The hirer will not nail, screw or affix (tape, 3M, blu tack) any material to the floors or walls
- Carclew has a hanging system in place across most rooms, that can be utilised by hirers in negotiation with the front-of-house Coordinator
- Hirers must not touch, move or interfere with existing artwork, any loss or damage caused during hire will be the hirers responsibility
- Commercial filming requires a separate application and approval by Carclew
- Inappropriate photography, film or moving images, inappropriate language and content, violence or abuse, sexual references or scenes and inappropriate actions within the house or grounds will be liable for legal action by Carclew
- Carclew reserves the right to remove any guests who may be consuming or believed to have consumed an illicit drug. Carclew reserves the right to end all private hires if illegal drugs are brought onto the premises. Carclew staff will inform SAPOL of any illegal drug consumption.

## Ballroom Gallery

- For exhibition hire of the Ballroom Gallery, hirers must provide images of the proposed artwork for Carclew's review prior to executing the hire contract
- Exhibition hire of the Ballroom Gallery is strictly non-exclusive and Carclew will allow other hirers to use the ballroom during the exhibition period
- Maximum 4-week exhibition duration
- Gallery hours are 9am – 5pm, Monday – Friday, however access is not guaranteed at all time, due to other hirers and venue use
- Carclew may require de & re install during the exhibition period, no additional hire charge

## Noise Policy

- Hirers must respect the property of Carclew and the rights of staff and nearby residents
- Hirers must ensure that noise emanating from functions does not cause public annoyance, and that all noise pollution regulations are complied with
- Permission for any music/sound to be amplified in the Carclew House or grounds, must be negotiated with the Front-of-house Coordinator at the time of booking
- Organisers of events requiring amplified music in the outdoor Carclew grounds must advise all near-by residents no later than 14 days prior to the event
- Amplified music must be turned off by 11.00pm
- Venue must be empty and locked up no later than 1am

## House Keeping

- Smoking is prohibited within Carclew House and grounds
- The use of smoke machines, candles and sparklers are prohibited inside and outside of the house
- Fire extinguishers are provided throughout the building for emergency use only and any damage, theft or tampering by a hirer or guest will be the responsibility of the hirer
- A first aid kit is provided in the Ballroom Kitchen, appropriate for the types of injuries and illnesses likely to occur during hire. Please record all injuries and items used in the notepad provided

## Emergencies & evacuation

- Carclew house is fitted with heat and smoke detectors. In case of fire an alarm will sound and the fire brigade will be alerted automatically, you will not need to call them unless you require police or ambulance assistance
- Once the alarm has sounded it is your responsibility to evacuate your guests. During office hours a Carclew fire warden will direct you
- All patrons must be directed to the western gate, then across Strangways Tce to the golf course to await further instructions from emergency services personnel

## Unsuccessful Event

- Carclew is not liable for an unsuccessful event including attendance numbers, ticket sales, unforeseen weather or illness

## Breach of Conditions

- Breaches of contract, misuses, non-payment of hire fees or fines and loss of items will result in the Hirer being denied future use