

TERMS AND CONDITIONS OF VENUE HIRE

1. The Hirer shall pay the amount specified for hire of the space, facilities and any fees and charges arising from the hire by the agreed dates.
2. The Museum expressly reserves the right to revise its fees and charges. However once a deposit is paid against an invoice no revision to fees will occur unless the conditions of hire are altered.
3. The Museum shall not be liable in any way for loss incurred due to the exercise of its rights under clause 2 (above). Whilst no compensation is applicable, the Museum may at its own discretion refund any portion of amounts paid on account of fees.
4. The Hirer agrees to comply with all requirements of the Local Government Act and any other relevant act, by-laws, rules or regulations, made hereunder and shall be liable for any breach of any such acts, by-laws, rules or regulations.
5. The Hirer shall be responsible for the cost of making good any damage or loss caused to the objects, buildings, furniture, fittings and equipment arising out of and/or in the course of the Hirer's event.
6. The Hirer acknowledges that a security bond is payable for the event and that deductions may be made from the bond at the Museum's discretion in the event that additional cleaning is required or conditions of hire are not observed. The bond, less any deductions, will be refunded to the Hirer within 21 working days of the event or after outstanding matters have been resolved to the Museum's satisfaction.
7. The Hirer shall vacate the premises by the agreed time. Failure to vacate the premises by the agreed time shall incur a fee of \$330 per half hour or part thereof to be deducted from the bond.
8. The premises must be left in a clean and tidy condition. If additional cleaning is required a cleaning fee of \$220 will be deducted from the bond.
9. Sydney Observatory is located in a residential area and **strict** noise restrictions apply. All noise from music, events activities and operations of the event must comply with the following criteria;
 - a) Live amplified music is only permitted until 10:30pm, no music to be audible after 11:30pm.
 - b) The event must finish at 11:45pm and all guests must be offsite by 12.00 midnight.
 - c) Any music amplification equipment's speakers must face away from nearby residences.
 - d) No noise amplification is to be used which is not subject to control during the event.
 - e) Particular attention must be given to music with a strong bass beat. Please avoid the use of drums, minimise the volume of any bass guitar and adjust the bass level on any amplified music to its minimum.
 - f) The Venue Manager is responsible to ensure the volume of music is kept to a level that will not disturb local residents.
 - g) The Venue Manager has ultimate control over the volume of music and will adjust the volume at his/her discretion to comply with noise restrictions.
 - h) It is the Hirer's responsibility to ensure that entertainers are made aware of noise limitations.
10. A representative of the Museum (Venue Manager) will be on-site for the duration of the event. Any instructions given by the Museum's on-site representative in relation to the conduct of the event, including the volume of music, must be followed immediately. The Museum's representative has the authority to terminate the event should any instructions or contract conditions not be observed.
11. Smoking is not permitted within the Observatory buildings or within the marquee. Naked flames (including votive t-light candles) and smoke machines are not permitted within the marquee.
12. Any goods, properties or materials brought in by or on behalf of the Hirer, are the responsibility of the client. The Museum accepts no responsibility for damage or loss of goods or materials left on site prior to, during or after the event. All deliveries or collections for events must be arranged with and approved by Event Management prior to delivery/collection.

13. Signs, banners and decorations connected with the function must be approved by the Museum prior to the event. No nails, screws, adhesives or fastenings may be driven into or attached to the walls, doors, glass, floors, furniture, fittings and equipment without the express consent of the Museum representative on duty.
14. The toilets and gardens at Sydney Observatory are shared facilities and are available for use by other patrons and visitors attending the Observatory.
15. All sound, electrical and lighting requirements must be approved by the Museum prior to the event. Strong outdoor lights are not permitted as these interfere with Observatory viewings. Lights on the Observatory grounds should not be upward pointing, be fully shielded and have a colour temperature of not more than 3000k. Interference with, or alteration of any of the electrical installations, lighting, sound systems, or other property is prohibited. The Hirer must not handle, cover or endanger the Museum's exhibitions or property.
16. Either party reserves the right to terminate the contract. If the Hirer terminates the contract more than 30 days prior to the event through no fault or breach of the contract by the Museum the Hirer will forfeit 50% of the full venue hire charge for that event. If the Hirer terminates the contract less than 30 days before the event through no fault or breach of the contract by the Museum the hirer will forfeit 100% of the full venue hire charge for that event. If the Museum terminates the contract through no fault or breach of the contract by the Hirer, the Museum will refund all monies received from the Hirer for that event.
17. All fees and charges referred to in this Agreement are exclusive of and net of any taxes, duties and/or levies imposed by any Local, State or Federal Government including but not limited to any value added goods and services and or transactions tax currently in force or introduced after execution of this agreement.
18. The Hirer is liable for themselves, their employees and any contractors whom they may engage in relation to the event. It is the responsibility of the Hirer to obtain and keep current insurance against such liability during the term of this contract and ensure that all contractors under their direction are similarly insured. Current copies are required of all contractors' Public Liability insurance (\$20 million per occurrence) and Workers Compensation Certificate of Currency.
19. The Museum of Applied Arts and Science is strongly committed to the Health, Safety and Welfare of all employees, visitors and contractors who enter our premises. To ensure that we are adhering to the WHS Act 2011 and WHS Regulations 2011, all contractors and sub-contractors entering any area of the Museum of Applied Arts and Sciences premises, will be required to complete the following documentation before commencing work:
 - a) Contractor Safety Agreement.
 - b) Safe Work Method Statement of all work being undertaken, detailing all risks hazards and control measures in relation to work performed.
 - c) Contractor Induction Sign Off.
20. The Sydney Observatory has entered an agreement providing exclusive catering rights within the Sydney Observatory to Create Consultants. The Hirer shall use this organisation for all catering services within the Sydney Observatory.
21. Sydney Observatory is of great historical significance. It is a museum and a functioning public observatory. The Museum's facilities are hired on the rules and conditions abovementioned. The signing of this agreement, the payment for such facilities and the issue of any receipt or confirmation of hire shall be deemed to be an acknowledgment and acceptance by such person of the conditions herein contained.