

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 or damage 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 function.
6. The Hirer shall vacate the premises by the agreed time set out in our written confirmation. Specific arrangements to extend must be confirmed by the Venue Manager on Duty. Any extension of time or failure to vacate the premises at the agreed time shall incur an additional fee (based on an hourly rate).
7. The Museum has entered an agreement providing exclusive catering rights within the Powerhouse Museum to Create Consultants. The Hirer shall use this organisation for all catering services within the Powerhouse Museum.
8. The Hirer must leave the premises in clean condition. Failure to do so will incur additional cleaning charges.
9. Smoke machines, naked flame, animals or helium balloons are not permitted within the Museum's buildings.
10. Smoking is not permitted within the Museum's buildings, Level 1 Courtyard or within 4 metres of the café areas.
11. 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 at the Museum 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 or collection.
12. Signs, banners and decorations connected with the event must be approved by the Museum prior to the function. 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 Venue Manager on duty.
13. All sound, electrical and lighting requirements must be approved by the Museum prior to the event. 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.

14. A representative of the Museum will be on-site for the duration of the event. Any instructions given by the Museum's representative in relation to the conduct of the function must be followed immediately. The Museum's representative has the authority to terminate the event should any instructions or contract conditions not be observed.
15. 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.
16. 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.
17. 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.
18. 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.
19. The Museum's facilities are hired on the rules and conditions above mentioned, and 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.