

Venue Hire | Terms of Hire Agreement



TERMS OF HIRE

STANDARD TERMS AND CONDITIONS

The following standard terms and conditions shall apply to all functions at the National Trust (NSW) S. H. Ervin Gallery.

GENERAL CONDITIONS

The management of the National Trust of Australia (NSW) reserves the right to impose any condition it considers reasonable or necessary to achieve the safe and proper use of a National Trust property and its immediate surrounds. During any function where the management representative on site reasonably determines further action is required to ensure the safe and proper use of the property, the Hirer shall comply with any such direction.

SUITABILITY OF PROPOSED FUNCTIONS

The National Trust of Australia (NSW) reserves the right to determine immediately upon any initial enquiry for hire of the property as to whether the proposed function is suitable, given the nature of the property in questions. The National Trust of Australia (NSW) reserves the right to vary prices from time to time without notice.

BOOKINGS

All general enquiries can be made to the S. H. Ervin Gallery on (02) 9258 0140. To ensure the success of your event, the details of proposed activities, including numbers, the nature of the event, catering, transport, entertainment, timing, fees and charges must be discussed.

FEES/CANCELLATIONS

A non-refundable deposit of 25% is required to secure a booking. Tentative dates cannot be held until deposit is received. A tax invoice will be sent to the Hirer for the deposit and another for the balance of the payment after the event. Should the function be cancelled by the Hirer for any reason a cancellation fee of the 25% deposit will be charged.

SECURITY AND EVENT CO-ORDINATION

An authorised representative of the National Trust will be present at each function to ensure the safety of the property and its contents, and to ease access to facilities. The Gallery may immediately terminate any function that has become disorderly.

WRITTEN CONFIRMATION

Written confirmation from the National Trust of Australia (NSW) or any person authorised by it forms part of these terms and conditions.

INDEMNITY

The Hirer, by signing the Form of Indemnity at the foot of the Schedule of Property Hirer, hereby indemnifies The National Trust of Australia (NSW) and any of its employees, representatives, committees or volunteers in relation to any of its properties against all claims for which The National Trust may become liable in respect of loss, damage or accident or injury to property or person caused or contributed to by the function or any act or failure to act of the Hirer, its staff or subcontractors or the Hirer's failure to comply with its obligation under these conditions.

INSURANCE

Any corporation or commercial client, on payment of the initial deposit, must also provide evidence of a current Public Liability Insurance Policy with a cover for the specific National Trust property of not less than \$10,000,000. For corporations or commercial clients, a certificate of currency with endorsement noting the National Trust interest policy will suffice.

NOISE

No music shall be placed or amplifying or public address system used without prior written consent. Such consent may be given subject to specific conditions as to permissible noise levels and hours of operation and at all times shall comply with any local government or statutory requirements. During a function, noise levels may be reassessed at the discretion of the National Trust of Australia (NSW) or its representative on site.

SMOKING

Smoking is not permitted in the interior of any of the buildings or any other part of the property where a sign or notice prohibits smoking in that area is displayed.

ALCOHOL

Consumption of red wine is not permitted in the Gallery. This is due to conservation reasons for artworks.

USE OF DANGEROUS ARTICLES

Explosives, fuel ammunition, firearms or flammable liquids or substances (including pyrotechnics) are not permitted to be brought onto any property. Where such consent is required due to the nature of the function, written consent must be obtained as part of the application approval.

PUBLICITY

Use of the National Trust of Australia (NSW) logo or any graphic representation thereof, in any format, in conjunction with this Schedule of Property Hire is strictly prohibited without the prior written consent of the National Trust of Australia (NSW). All advertising or promotion of the event must use the following acknowledgement "*National Trust S. H. Ervin Gallery*" and must be pre-approved by the Gallery Director.

BOOKING AND ENQUIRIES

The Hirer must be responsible for enquiries/acceptance associated with the function as well as payments or registrations to attend.

DECORATION

No confetti, streamers, or balloons are allowed as they damage the infrastructures and may interfere with surrounding properties. The use of sticky tape, pins, blu tac or other adhering material on the Gallery walls and fittings is not allowed.

WORKS OF ART

No works of art on display can be touched or moved by anyone other than Gallery staff without the prior approval of the Gallery Director. There must be a minimum distance of one metre between the tables and chairs and the exhibited artworks. This will be monitored by the gallery staff member on duty, and tables and chairs may be rearranged to ensure the safety of the artwork. The Gallery staff member may also require the rearrangement of furniture or display which he/she considers to be dangerous or unsafe to the gallery or collection. Access to all emergency exits must remain clear at all times.

LATE CONCLUSION

If the conclusion of the function and/or bump-out time occurs after the time period specified, a surcharge will be applied.

PHOTOGRAPHY

No photography of artworks will be allowed in the Gallery spaces, due to copyright reasons.

ACCESS

The National Trust of Australia (NSW) reserves the right to restrict access to any part of a property and any ropes or barriers in place shall be complied with.

SET UP/LOAD OUT

As many National Trust properties are open to the public as house museums or galleries, any function setup or load out must not interrupt the normal course of business. Load out should commence immediately following the function and leave the property in a pristine condition. Post event cleaning is included in the hire charge, however all rubbish, including bottles, must be removed at the conclusion of the function.

MOVEMENT OR ALTERATION OF PROPERTY ELEMENTS

The National Trust does not permit any alterations or physical change to any part of the property including attaching by any means materials or substances to walls or floors except by specific written consent from the National Trust or its representative. The Hirer acknowledges that the property is recognised as a unique and significant part of the heritage of Australia and shall be removed from or affixed to any part of the property and its contents, ground, trees and plants shall not be damaged in any way.

HIRER'S USE OF THE SITE

The Hirer, at the Hirer's cost and to the satisfaction of the National Trust of Australia (NSW), undertakes to:

- (a) Repair all damage caused to the Property as a result of the Hirer's use of the property having regard to the state it was in prior to the function.
- (b) Remove all of the Hirer's personal property and any rubbish or waste material resulting from the use of the property.
- (c) Restore the property to the condition it was in before the function.

ACCEPTANCE OF THE STANDARD TERMS AND CONDITIONS

By signing this document, the Hirer acknowledges that he/she understands and accepts all of the above conditions, and that he/she understands and accepts all special conditions as set out in the Property Specification Sheets relative to this Schedule of Property Hire.

AGREEMENT

I agree to the above terms and conditions of hire of the venue.

Signed: _____

Date: _____

Print Name: _____