

Hiring Terms and Conditions

- Definitions
1. *“Agreement”* or *“The Terms”* – Means this set of Terms and Conditions
“Booking” - a request to utilise The Services on a temporary basis submitted via The Site
“CITS” – Department of Creative Industries, Tourism and Sport
“The Site” - The website at:
<https://www.cits.wa.gov.au/infrastructure/king-street-arts-centre>
“The Services” - Meeting, Conference, Training rooms or Hot-Desking facilities including Audio Visual, and any other services booked or utilised whether on a paid for, or gratis basis
“The Terms” – the terms of booking as described in this document.
“Us” or *“We”* – Department of Creative Industries, Tourism and Sport (CITS) who manage and operate The Site
“You”, “Your” “Hirer” or *“Client”* - refers to the person, company or organisation which is applying to use The Services via an accepted Booking via The Site whether acting as an individual or as a representative of an organization or incorporated or unincorporated body.
- General Terms of Booking
2. (a) The Services are offered to You conditioned on Your acceptance without modification, of the terms and conditions, contained in this Agreement.

(b) By placing a Booking through The Site, you agree to be bound by The Terms. Your initial and ongoing use of The Site and The Services is deemed as ongoing acceptance of The Terms as amended from time to time. The Terms and Service fees and charges contained herein may vary from time to time, but any such variation shall not negate this agreement and your continued use of The Site and The Services will be deemed to be acceptance of the terms as varied.

(c) Your use of the Services constitutes Your agreement to the terms and conditions stated in this Agreement. Each person that uses the Services, or that enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or the third party's behalf.

(d) The Services are available for use generally by the day, half day or hour from Us, or our Partners.

(e) Use of The Services will be subject to: (i) availability of The Services; (ii) payment of all fees and charges incurred in reserving and/or using The Services; and (iii) compliance with these Terms.

(f) CITS reserves the right to modify or discontinue all or part of the Service, temporarily or permanently, with or without notice to You, and CITS is not obligated to support or update the Service.
- Estimate of Fees and Charges
3. CITS may provide You with a written estimate of the anticipated Service Charges. That estimate will be based on the information supplied by You, together with CITS' operating practices and policies. The estimate is not a quotation.

Booking and
Payment

4. (a) Payment for the room will be required in full at the time of booking unless CITS have agreed in writing otherwise. Additional services may be paid for after the booking.
- (b) You authorise CITS to charge your credit card after your booking for any additional services used which relate to Your Booking.
- (c) CITS reserves the right, at our sole discretion, to change our venue hire rate card.
- (d) You warrant that all information You submit is true, valid, and accurate (including without limitation Your credit card number and expiration date) and You agree to pay all Booking fees and additional usage fees You incur, plus all any applicable taxes.
- (e) Payment for services and other applicable charges is due at time of purchase and must be made by the valid credit card designated by You. You must promptly notify Us of changes to: (i) the account number or expiration date of Your designated card; (ii) Your billing address; or (iii) cancellation, theft or loss of Your designated card.
- (f) You agree and reaffirm that CITS is authorised to charge Your designated card.
- (g) CITS reserves the right to suspend or terminate Your account or The Service without notice upon rejection of any card charges or if Your card issuer (or its agent or affiliate) seeks return of payments previously made to Us when CITS believes You are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to Us under the terms of this agreement.
- (h) You agree that CITS may submit charges for additional services used with your booking, without further authorization from You, unless You provide prior notice that You have terminated this authorization or wish to change Your designated card. Such notice will not affect charges submitted before CITS could reasonably act on Your notice. (Note: CITS takes no responsibility for contacting You prior to charging Your designated credit card for any additional service fees.) If You have any question regarding any charges that have been applied to Your account, you must contact within 30 days of the charge date by emailing ksac@cits.wa.gov.au.
- (i) You must ensure you adequately protect your username and password that is provided to access The Service. All bookings which are made using your username and password will be deemed to be authorised by You and you will be liable for any charges associated with those bookings.

Additional
Charges and
Settlement

5. Additional charges may be incurred for technical production, equipment and front-of-house services used in the execution of your requirements for the Event. Following the Event, CITS will provide You with a tax invoice for all Service Charges actually incurred, including GST.

- Cancellation and Forfeiture of Deposit
6. (a) You must advise Us by written notice of cancellation in writing, and this notification must be sent by email addressed to ksac@cits.wa.gov.au.
- (b) Cancellations shall be effective, final, and binding on the working day that CITS receives written notice of the cancellation.
- (c) If You have also requested additional services such as Audio-visual equipment, additional charges may apply, and you authorise CITS to process these additional charges separately if required.
- (d) If You cancel a Booking, the following charges will apply for charges listed in the Booking confirmation:
- **14+ days'** notice prior to the booking date = 100% refund of booking fee.
 - **6-13 days'** notice prior to the booking date = 50% refund of booking fee.
 - **Less than 5 days'** notice prior to the booking date = 10% refund of booking fee.
- (e) You acknowledge that such cancellation charges are a fair estimate of loss incurred by Us.
- (f) In addition to the cancellation charges due under this clause, you must reimburse Us for any expenditure incurred in respect of any cancelled Booking including (but not limited to) any costs, charges or penalties as a result of us having to make consequential cancellation of our own arrangements with third parties in relation to the Booking.
- (g) CITS may cancel the Booking if the Booking may, in our reasonable opinion, prejudice or have a material adverse effect on our reputation or CITS become aware of any deterioration in your financial situation such that CITS reasonably consider You may not be in a position to fulfil Your obligations under The Terms. In the event of such cancellation, the cancellation charges as outlined in The Terms shall apply.
- Access to the Venue and the Site
7. (a) You must follow CITS directions in relation to access, safety, and security while on the site of the Venue or in the Venue itself.
- (b) All deliveries must be arranged and approved in advance by CITS in writing.
- (c) You must vacate the Venue by the agreed time at the end of the period of hire, unless further written approval has been granted by CITS. Failure to vacate the Venue at the agreed time may incur additional charges.
- (d) Any goods, properties, equipment, or materials brought by You to the Venue or on your behalf, are your responsibility, and must be removed from the Venue by You or at your cost.
- Loss, Damage or Theft
8. CITS is not liable for any loss or damage sustained by You, or by any person, firm or corporation supplying you, as a consequence of an article being lost, damaged or stolen, except where CITS caused or contributed to that loss or damage.
- Cleaning
9. You must leave the Venue in a clean condition. Failure to do so may incur additional cleaning costs charged at applicable rates.

- Damage to the Venue
10. (a) You acknowledge that the Venue is used for arts and cultural activities.
- (b) You are responsible for the cost of making good any damage or loss caused to the Venue, buildings, furniture, fittings, and equipment arising out of and in the course of the Event (including the cost of any emergency services which are required to attend), except where CITS caused or contributed to that loss or damage.
- (c) No nails, screws, adhesives, or fastening may be driven into or attached to the walls, doors, glass, floors, furniture, fittings, and equipment. No scenery, decorations, posters, advertisements, flags, emblems etc. of any kind may be erected, fixed, hung, or displayed without CITS' prior written consent.
- Safety and Interference with Installations
11. (a) CITS will discuss all relevant safety requirements with You, but in the event of a dispute regarding safety, our decision will be final.
- (b) Interference with any of the electrical or security installations, lighting and sound systems, or other Venue property is prohibited.
- (c) No doors may be held open, or passcodes written in public areas.
- (d) If security needs to come onsite as a result of your actions; or the Event extends past 9pm, the hirer will be liable for the cost of a security company call-out fee charged at applicable rates.
- Laws and By-Laws
12. You must comply with the requirements of West Australian law including workplace, health and safety laws, and any other relevant statutes, by-laws, rules or regulations made thereunder. You are liable for any breach of any such statutes, by-laws, rules, or regulations.
- Smoking Not Permitted
13. No smoking is permitted within the Venue. You must comply with the No Smoking Policy of the Venue at all times.
- Indemnity
14. (a) You use and occupy the Venue at your own risk including any particular part of the Venue named in this Agreement.
- (b) You indemnify CITS, and agree to keep CITS indemnified, against all actions, proceedings, claims, demands, costs, losses, damages and expenses (including legal expenses) which may be brought against CITS or incurred arising out of injury or damage to any person from or during the use the Venue by You except where such actions, proceedings, claims, demands, costs, losses, damages and expenses are caused by the negligent act or omission or willful default of CITS, CITS' agents, tenants, contractors or employees. In that case your liability is reduced proportionally to the extent that CITS contributed to the loss.
- Emergencies and Force Majeure
15. This Agreement may be cancelled by CITS at any time if in relation to the Event, there exists an emergency or threat of danger to any person or of damage to property (or as a result of such danger or damage), or if the use of the Venue is prohibited or hindered by Force Majeure, that is any situation beyond CITS' control, such as but not limited to act of God, war, terrorism, electrical power shortage, civil commotion, industrial action. CITS will in such circumstances, refund any deposit paid by You or refunded in such portion as is appropriate.

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| Filming, Recording and Use of the Venue image and name | <p>16. (a) You must give CITS notice in writing of any intention to take any photograph, film or to make any sound or television recording for commercial purposes at the Venue. If approved by CITS, you must comply with CITS' operational requirements. You must pay all fees and costs pursuant to such activities and must include any television, video or film recording such material and information as may be required by CITS.</p> <p>(b) You must not, without CITS' prior written consent, use CITS intellectual property (including the design, image, likeness, logo or name of the Venue in any form, design, style or representation) in any manner whatsoever in connection with any advertising or promotion, except to the extent necessary to acknowledge or refer to the name of the Venue as the place at which the Event takes place but not in such a manner where the naming of the Venue could be considered prominent or a distinguishing feature.</p> |
| Reputation | <p>17. You must ensure that your Event does not cause embarrassment to CITS or the State Government of Western Australia. If the Event is to take place in an exterior area of the Venue, you may not display any external signage unless agreed in advance by CITS in writing.</p> |
| Ticketing | <p>18. Ticketed public performances in the venue are strictly prohibited.</p> |
| Acceptance of Conditions | <p>19. The Venue including any facilities within the Venue, are hired under the conditions abovementioned. The payment by any person of any fees for the Venue, and the issue to such person of a receipt for such sum in confirmation of the booking for the Event, shall be deemed to be an acknowledgment and acceptance by such person of the conditions herein contained.</p> |
| Delivery Policy | <p>20. Upon successful processing of your Booking, you will receive a booking confirmation automatically which confirms your booking to use The Service in accordance with the Terms outlined herein.</p> |
| Building Works | <p>21. (a) You acknowledge that building work may be undertaken on or at the site of the Venue. During the course of the building works, certain areas of the Venue may be affected. The building works will restrict access and traffic movements will be managed. At times, lift access to the Venue, vehicular access for deliveries and parking may be unavailable.</p> <p>(b) CITS will use reasonable endeavors to minimise the impact of the building works on the Event, including, but not limited to, any noise resulting from the building works. CITS will only ensure that noise from the building works does not affect the Event during its operation and at other times as agreed between CITS and You.</p> |
| Disclaimer | <p>22. If, through circumstance beyond Our control, the hired space becomes unavailable then Your Booking will be relocated to an alternative room within the facility or a facility providing similar services. If a comparable venue is not available for the hire period, we will not be liable for any loss or damage suffered by the Hirer as a result of the unavailability.</p> |
| Termination | <p>23. If You commit a material breach of this Agreement, CITS may terminate the Agreement immediately by written notice or in CITS' discretion, upon up to 2 days written notice.</p> |