

# Conditions of Hire

## GENERAL

The Adelaide Economic Development Agency (AEDA) offers various sites for hire for activations and events in the Rundle Mall Precinct. Further information can be found at [www.rundlemall.com/for-business](http://www.rundlemall.com/for-business)

## APPLICATIONS

If you wish to hire a site in the Rundle Mall Precinct, please complete the application form online at [www.rundlemall.com/apply](http://www.rundlemall.com/apply)

Please note:

- The submission of an application form does not imply the booking is confirmed – it is a registration of interest only.
- By signing the application form, the applicant states they have read and understood the Conditions of Hire and Activation Guidelines and agree to comply with all conditions set out therein.
- AEDA does not warrant that the area being hired to the applicant is suitable for the type of event being undertaken.
- AEDA reserves the right to relocate a confirmed booking to an alternate location in Rundle Mall should it be deemed necessary.
- AEDA reserves the right to decline applications at its discretion or where requested information has not been supplied.
- The Conditions of Hire contained herein and hire fees may vary from time to time, but any such variation shall not negate this agreement and AEDA shall not be under any obligation to explain the reasons for any such changes.

## APPLICATION DOCUMENTS

Approval for bookings will only be considered upon submission of a completed application form and the following documents:

- A copy of your organisation's Public Liability Insurance Certificate of Currency, providing a minimum \$20 million cover limit and listing the City of Adelaide as an interested party.
- An Australian Taxation Office endorsement of a deductible gift recipient to receive the charity/not-for-profit discount.

- Purpose and details of the booking.
- A floor plan detailing the layout with graphics and photos where possible.

## INSURANCE & INDEMNITY

The applicant shall have and maintain for the period of hire, a policy of insurance against risks to the public in relation to the event, and such policy to be of a minimum amount of \$20 million in respect to any one claim, and list the City of Adelaide as an interested party.

**The insurance policy must confirm that indemnity is granted to the City of Adelaide for any liability, loss, claim or proceedings in respect of any injury, loss or damaged sustained by a third party, including the City of Adelaide, where the injury, loss or damage arises from the use of Rundle Mall.**

The applicant must immediately notify the relevant insurers and AEDA in writing of any occurrence or accident likely to give rise to a claim under the insurance policy and give all information and assistance as may be reasonably practicable in all the circumstances.

The applicant must fully indemnify the City of Adelaide against:

- Any liability, loss, claim or proceeding caused by any negligent act or omission or wilful misconduct or breach of statute by the applicant, its employees, agents or subcontractors, and
- Any breach of the conditions of hire by the applicant, its employees, agents or subcontractors.
- The applicant's indemnity to the City of Adelaide is reduced proportionately by the extent that the injury, loss or damage is contributed to by the wilful or negligent act or omission of the City of Adelaide and its employees and officers.

## FEES & CHARGES

The applicant must pay all relevant fees and charges in accordance with AEDA invoice terms:

- Invoice(s) must be paid in advance of the hire period and by the invoice due date.
- AEDA reserves the right to charge service fees including cleaning and electrical where the call out is due to non compliance with the Conditions of Hire or Activation Guidelines.

## **CANCELLATION**

In the situation that the applicant cancels a confirmed booking, the following fees will apply:

- 30 days or less prior to the booking, 50% of the total fee will be charged.
- 7 days or less prior to the booking, the full fee will be charged.

AEDA reserves the right to cancel confirmed bookings where requested information such as floor plans, risk management plans or event schedules have not been supplied by the deadline specified by AEDA.

## **STATUTES & LEGISLATION**

The applicant shall comply with and give all notices required by any relevant Act of Parliament, ordinances, regulations or City of Adelaide by-laws.

Any instruction or request issued by City of Adelaide, SAPOL or State Emergency Services must be complied with.

## **SAFETY & RISK MANAGEMENT**

All bookings in Rundle Mall are subject to risk management and safety consideration.

Dependent on the size and nature of the event, the Applicant may be required to liaise with key stakeholders including SAPOL and Emergency Services and provide Rundle Mall with a detailed risk management plan in accordance with ISO31000:2009 no less than 14 working days prior to the event.

This plan must incorporate provisions for the control and coordination of the event inclusive of responsibilities of relevant personnel, emergency response procedures and public safety.

## **TERMINATION OF ACTIVATIONS**

AEDA reserves the right to terminate an activation at its absolute discretion if it is deemed to be inappropriate, offensive, impacting public safety or if it operates outside of the Conditions of Hire.

## **ACTIVATION SITES**

Activations must only take place in the site specified by AEDA. Events and activations are not permitted on any footpath, entrance or doorway.

Activations must not interfere with pedestrian flow or public amenities or cause obstruction to traders, delivery vehicles or emergency access and egress.

## **DAMAGES**

The applicant is responsible for any property damage caused by or in connection with the activation and agrees to promptly compensate AEDA upon request.

## **ACTIVATION GUIDELINES**

Further information about organising an activation in Rundle Mall can be found in Rundle Mall's Activation Guidelines, which form part of these Conditions of Hire.