ART SCREEN HIRE AGREEMENT FORM

PRINCIPAL OFFICE: 8 Elizabeth Street, Maitland

ALL CORRESPONDENCE TO:

PO Box 57, MAITLAND, SA 5573 Telephone (08) 8832 0000



Email: admin@yorke.sa.gov.au Website: www.yorke.sa.gov.au

Community Services

Responsible Officer: EA Director Corporate and

Issue Date: 19/09/2023 Next Review Date: October 2026 Type of function: Name of hirer: Contact person: **Email Address:** Telephone No: Mailing address: Items required (ie Screens, covers, hooks, other): Pick-up Date: Return Date: Hire fee per screen has been paid Y/N (Fee must be paid prior to collection) Bond has been paid Y/N (Fee must be paid prior to collection) Screen Size: 1500mm Wide x 800mm High A list is attached of Terms and Conditions applicable to the Art Screens available for hire. I have read, and agree to comply with, the Yorke Peninsula Council Conditions of Hire. **Return of Art Committee Items Completed at Ardrossan Art Committee Shed** Date of Return: Condition: □ Poor □ Average ☐ Good Comment: Authority for Bond to be released: Signed..... Printed Name **Completed at Maitland Office** Bond has been refunded: Signature of Hirer: Printed Name:....

Signature of Council Staff:

Printed Name:

Art Screen Hire - Terms & Conditions

1. Definitions

In these conditions (and in any document in which reference is made to these conditions) the following terms shall have the following meaning:

'Agreement': means the Art Screen Hire Agreement (form attached) made between Yorke Peninsula Council (YPC) and the Hirer for the hire of the equipment to which these conditions apply;

'Council': means the Yorke Peninsula Council where the context so required includes its successors and assigns;

'The Hirer': means the person, group or organisation who hires the equipment under this agreement;

'Screens': means the goods hired to the Hirer by the Council under this agreement;

'Hire Charge': means the applicable hire charge(s) payable by the Hirer to the Council for the hire of the equipment for the hire period.

'Bond': means a refundable payment held as security against damages to the items hired.

2. Background

2.1 The art screens were purchased jointly with Arts SA grant funds and proceeds from Council sponsored Art Exhibitions and they remain the property of Council, under the control of Council's Art Committee.

3. Collection & Return of Equipment

- 3.1 The initial contact for hire should be made with the Maitland Office of the Yorke Peninsula Council on 8832 0000.
- 3.2 No screens are to be taken from the Art Shed without prior permission AND a hire form being completed and signed.
- 3.2 The attached Art Screen Hire Agreement Form must be completed and signed to confirm booking.
- 3.3 The Hirer shall at their own expense collect and return items hired in accordance with YPC's instructions and specifications.
- 3.4 The Hirer is responsible for the security of the screens from the time of collection of screens until their return.
- 3.5 It is acknowledged that the screens will usually need to be picked up and returned to Ardrossan.

4. Charges, Payments and GST

- 4.1 The Hirer will be charged for hiring goods per screen for private hirers.
 - No charge applies for community groups, or groups who have loaned the Council's Art Committee art screens in the past, and other not for profit groups. This is at the discretion of Council's Director Corporate and Community Services.
- 4.2 Hire amount must be paid when picking up screens, or by prior arrangement.
- 4.3 A Bond will be charged with the appropriate hire fee which may be refunded upon the return of the hired items in satisfactory condition.

5. Loss or Damage

- 5.1 The Hirer, whether paying or non-paying, shall be liable for and shall reimburse YPC for any loss or damage of items hired. The cost will be determined by the Art Committee of the YPC. This reimbursement may be deducted from the bond as per condition 4.3
- 5.2 The Hirer must transport the Art Screens in an upright position to prevent damage.