

CONDITIONS OF HIRE

Definitions

- Hirer – the person or body specified in Part 1 of the Venue Hire Application Form
- CBFAC – Cooroy Butter Factory Arts Centre
- Venue – The CBFAC building.
- CBFAC Coordinator – senior staff of CBFAC
- Hire Period – the time of entry into the venue, including set up, until the end of the event and/or completion of pack down.

1. PROVISION OF SERVICE

Bookings

- 1.1 Bookings are requested by completing a Venue Hire Application Form.
- 1.2 Bookings are tentative until confirmed. Tentative bookings will be held for 14 days from the date the tentative booking is made.
- 1.3 A booking is tentative once the Hirer receives a signed copy of the Venue Hire Application Form and a quote for their event.
- 1.4 A booking is confirmed when the quote is accepted by the Hirer.
- 1.5 CBFAC reserves the right to refuse or cancel any bookings that do not comply with these Conditions of Hire
- 1.6 The person completing the Venue Hire Application Form, and whose signature appears on the form, is subject to the Conditions of Hire and must be over 18 years of age.

Deposit

- 1.7 Where applicable, a 25% non-refundable deposit must be paid within 14 days of issue, otherwise the booking will be cancelled.
- 1.8 Deposits will be deducted from the total amount payable.
- 1.9 The remainder of hire fees will be invoiced at the conclusion of your event.
- 1.10 Deposits are non-refundable.

Cancellations

- 1.11 CBFAC may cancel the booking with minimal notice if:
 - The deposit has not been paid within the allocated timeframe
 - The hirer has not provided the appropriate evidence of Public Liability Insurance
 - CBFAC becomes aware that the event, goods, or services proposed by the Hirer are dangerous, infringe copyright, is prohibited by law or would be detrimental to CBFAC.
 - In the event of emergency repairs being required.

- 1.12 The Hirer agrees, under the Conditions of Hire, to accept cancellations as detailed and waives the right to make any claim by law or in equity, for loss or damage in consequence.
- 1.13 The Hirer must give CBFAC at least two weeks written notice should the Hirer need to cancel the booking otherwise charges will apply.
- 1.14 All cancellations by the Hirer forfeit the 25% non-refundable deposit paid.
- 1.15 If the Hirer cancels the booking within seven days of their event date, the full hire fee will be charged.

Booking Postponement

- 1.16 At the discretion of the CBFAC Coordinator, a booking may be re-scheduled if written notice is given to CBFAC no less than two weeks prior to the original event date, and the new date is within two months of the original event date.

2. FEES & CHARGES

- 2.1 Fees and charges are costs for the use of the venue, its facilities and equipment.
- 2.2 Hire Fees apply to the entire Hire Period. The Hire Period must be a minimum of 3 hours.
- 2.3 Hire Fees are calculated per event and are dependent on the nature of the event, equipment required, number of attendees and length of the Hire Period.

2.4 Artists currently exhibiting at CBFAC will receive a discount on Hire Fees for events held in their Gallery Space.

3. CONDITIONS

Advertising, marketed & Ticketed Events

- 3.1 All media and promotional information involving or naming CBFAC shall be provided to staff for approval prior to release. Outdoor signage may be displayed on site during the Hire Period only.
- 3.2 CBFAC can handle ticket sales for events, however the Hirer will incur an additional \$50 charge for administration. This fee includes **one (1)** dedicated post on social media channels.
- 3.3 CBFAC will share any promotional material they are tagged in (where applicable).

Alcohol

- 3.2 As a not-for-profit organization, CBFAC is exempt from holding a liquor license and is permitted to sell open containers of alcohol if the bar is on the premises, and alcohol is not removed from the premises.
- 3.3 CBFAC will facilitate the provision and sale of alcohol in compliance with legislation. CBFAC will retain all profits made from alcohol sales.
- 3.4 CBFAC will provide RSA certified volunteers to serve alcohol at the event.
- 3.5 Under no circumstances is alcohol to be consumed outside the designated area or carried off the premises.

3.6 BYO alcohol by attendees is not permitted.

3.7 If the Hirer intends to serve alcohol to attendees (free of charge or otherwise), this must discuss this with the CBFAC Events Coordinator.

3.8 In the above instance, the Hirer will be charged an additional \$150 if the event exceeds 150 attendees.

Animals

3.8 Animals are not permitted in the venue: except for service animals.

Attendees

3.9 CBFAC has a capacity of 500 patrons.

3.10 The Hirer must employ security if there is to be over 300 patrons.

3.11 The Hirer must advise the number of attendees expected at the event. The Hirer must notify CBFAC of any major changes to numbers.

Car Parking

3.11 CBFAC has 15 on-site car parks and a loading zone.

3.12 There is a connecting carpark behind the Childcare Centre, with easy walking access to the Venue.

Catering and Food Preparation

3.12 CBFAC has a small kitchen, it does not meet the requirements for any commercial food preparation.

Hirers are permitted to use the kitchen facilities for *prepared* food and beverages.

3.13 If the Hirer has booked a caterer for their event, the caterer must provide their own cooking facilities outside of the venue.

Damage, Breakage, Spillage and Theft

3.13 CBFAC operates four art exhibition spaces inside the venue. From the commencement of the Hire Period, the Hirer must remain vigilant of the artworks in the space.

3.14 All breakages or spillages must be reported to venue staff immediately.

3.15 The Hirer may be held responsible for damages to the venue.

Fire / Fire Exits / Fire Fighting Equipment

3.16 Fire exits must be unobstructed for 2 metres.

3.17 Fire extinguishers are located throughout the venue. The Hirer must advise the CBFAC Coordinator if fire extinguishers have been used in any way.

3.18 Fire hoses are located on the exterior of the main building and pottery studio.

3.19 Naked flames, candles, incense, smoke machines or any other activity that creates smoke are not permitted in the venue.

First Aid Supplies / Information

3.20 It is the responsibility of Hirer to provide first aid supplies and administer any first aid required during the Hire Period.

3.21 All first aid incidents must be reported to venue staff.

Noise

3.22 The Hirer must adhere to the noise restrictions, in relation to their event.

Public Liability Insurance

3.23 The Hirer must provide evidence of Public Liability Insurance cover for the Hire Period. A copy of the Certificate of Currency is to be submitted with the Venue Hire Application Form.

Risk Management

3.24 The Hirer agrees to complete the relevant inductions and carry out any instruction or direction given by the CBFAC Coordinator.

3.25 CBFAC does not accept responsibility for the security and safety of the Hirer's or attendees' property.

3.26 The Hirer agrees to always abide by the venue's maximum capacity guidelines.

3.27 CBFAC reserves the right to refuse entry to, or cause to be removed from the venue, any person whose behaviour is objectionable, disorderly, improper, and undesirable.

Smoking

3.28 Smoking is prohibited inside the venue and surroundings, except within the designated Smoking Area outside the venue.

Temporary Fixtures & Decorations

3.29 Should the Hirer wish to install any fixtures, fittings or other attachments, prior consent must be given by the CBFAC Coordinator.

3.30 The Hirer is responsible for sourcing any additional fixtures and/or equipment that CBFAC does not have on hand.

3.31 CBFAC can advise the Hirer where these additions can be sourced from.

3.32 CBFAC can help install and hang any decorations, at the CBFAC Coordinator's discretion.

3.33 The floors and concrete walls must not be broken by nails or screws. They must not be damaged by the Hirer.

3.34 The Hirer must remove all decorations and will be responsible for costs associated with any damage to the venue caused by the Hirer.

3.35 The Hirer must notify CBFAC if there is to be any activity that will need extensive cleanup (ie. confetti).

3.36 The Hirer is responsible for ensuring the venue is left in an acceptable state at the end of the Hire Period. Penalty cleaning fees may apply.