

# Booking Form

Name and Address Detail:		
Company/Organisation		
Contact Name		ABN:
Address		
Postal Adress		
Phone		Mobile
Email		
How did you hear about us?		
Date/s Booked		6:00pm - 12:00am
Booking Fees:		
Event Name		
Room	Ground Floor	No. of People.
Package		
Event Details/Things to Consider:   		
<p>A 50% deposit is payable upon booking. Once recieved a booking confirmation email will be sent out to you. The remainder will be paid one month prior to event.</p> <p>Account Name <b>Feld &amp; Co.</b> BSB               <b>086-426</b> Account No.   <b>97-248-7167</b></p>		

# Venue Hire Terms and Conditions

## 1.0 Definitions

1. "Event" means the event which is the subject of the Venue Hire Agreement;
- 1.2 "Client" means the legal person primarily responsible for the submission to Feld & Co. of the Venue Hire Agreement;
- 1.3 "Venue Hire Agreement" means the form submitted to Feld & Co. in a layout required by Feld & Co. containing details, dates and times of the proposed activities at the venue for which Feld & Co's permission is sought and to what Feld & Co. has agreed to;
- 1.4 "Fee" means a fee to be agreed in writing between Feld & Co. and the Client and to be paid with any applicable GST by the client to Feld & Co. as consideration for the permission to hold the Event at the Venue and for any ancillary services to be provided by Feld & Co.
- 1.6 "Guests" means all persons attending the Event at the Venue, whether or not with the express permission of the Client, including any employees, sub-contractors and/or agents of the Client;
- 1.7 "Venue" means the property and/or areas identified by Feld & Co. to the Client within the Venue Hire Agreement for the purposes of the Event;
- 1.8 "Duty Manager" means the employee of Feld & Co. designated to manage/supervise the Event.
- 1.9 "Venue Hire Fee" means all fees and charges to the Client in relation to the Event.

## 2.0 Booking Procedure

- 2.1 No booking will be deemed confirmed until Feld & Co. has received:
  - 2.1.1 A signed copy of the Venue Hire Terms & Conditions acknowledging that the Client has accepted them
  - 2.1.2 The non refundable deposit of 50%
  - 2.1.3 The Balance of the Pre-Order is due 14 days prior to the Event.

## 3.0 Venue Access

Feld & Co. is a Creative Communal Space or a multi-use space which at times will be used by more than one party unless specifically hired exclusively as an event (Event Package). All other times the mezzanine is open for parties using the office space to come and go and use the shared facilities; such as toilets and kitchen (shared facilities). The mezzanine area is only allowed to be accessed by parties that have paid to hire this space.

3.1 The client must arrive and vacate by the agreed time, as stated on the Venue Hire Agreement/ Failure to adhere to the agreed times may incur additional charges. In the event of unauthorised overrunning the Venue withholds the right to interrupt the Event with or without the assistance of security. If this does occur Feld & Co. will charge additional charges to the Client accordingly.

3.2 Use of the "Ground Floor Only" detailed on the Venue Hire Agreement does not imply any right to use any other part of the building, for deliveries, storage or any other access except where Feld & Co. has agreed to such use. If this occurs Feld & Co. will charge additional charges to the Client accordingly.

## 4.0 Equipment, Setup & Staff

4.1 No equipment is to be delivered to the Venue without the prior agreement of Feld & Co. Feld & Co. reserves the right to refuse delivery of equipment if it is considered to be dangerous or harmful to the building and contents or to its employees, agents or guests.

4.2 All venue dressing must be freestanding ie not touching the fabric or contents of the venue without prior agreement of Feld & Co. All dressing must be removed without damage to the fabric or contents of the venue

4.3 At all times the safety of all personnel in the Venue is paramount. Other people working in the Venue (i.e. caterers and Feld & Co. staff) must not be hindered in any way during the setting up and striking down of equipment.

4.4 At the end of an Event, or at a time agreed by Feld & Co. the client shall remove all equipment and effects brought to the Venue (including rubbish). Feld & Co. can not accept any responsibility for equipment and effects left at the Venue before, during or after an Event. Any rubbish left behind (including in our green waste bin) will incur a fee per bag.

4.5 Feld & Co. will take appropriate measure, within its control to supply lights and equipment in good working order. If a Technician is required to assist with sound or lighting, there may be an additional charge. Feld & Co. reserves the right to insist that their technician be present at an event and charge appropriately.

4.6 The Client agrees to use the equipment belonging to the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be made to Client.

4.7 The Venue must be clear of all Client's property and in a clean and useable condition by the time stated on the Venue Hire Agreement. Failure to comply with this may result in Feld & Co. disposing of the property and charging the client extra cleaning expenses.

## **5.0 The Event**

5.1 The times of the event are set out in the Venue Hire Agreement. Bar service must finish 30 minutes prior to the end of the hire period.

5.2 The Client will not invite or permit more than the agreed number of Guests to attend the Event.

5.3 The client must supply to Feld & Co. at least 24 hours prior to the Event a list of anticipated Guests and Run Sheet in such cases where Feld & Co. has specifically requested this information.

5.4 Feld & Co. its representatives, employees or agents reserve the right to:

a) refuse entry to any persons in the opinion of Feld & Co. posing a safety or security risk or in the vicinity of the Property during, immediately prior to or immediately following the Event; and

b) request proof of invitation or identification from each or any Guest, without which entry to the property may be refused.

5.5 At the time of booking the Client must appoint a Named Organiser to be the sole point of contact for the staff on duty "Duty Manager". The Named Organiser must remain in the Venue throughout the Event to liaise with the Duty Manager in monitoring the Event and to accomplish orderly departure of guests.

5.6 The Client will ensure that all Guests leave the Venue quietly and that no disturbance is caused to local residents or business as result of the departure of Guests from the Event at any time; and that all Guests leave the Venue no later than 15 minutes after the scheduled end of the Event.

## **6.0 Right Of Entry & Good Order**

6.1 The right of entry to all parts of the Venue is reserved at all times to Feld & Co. and its officials and employees and any other persons authorised by it.

6.2 The Client shall be responsible that good order is kept in the Venue and Feld & Co. reserves the right to terminate any Event not properly conducted.

6.3 The assessment of the conduct of an Event rests with the Duty Manager and s/he has full authority to act on behalf of Feld & Co.

6.4 The Client must conduct themselves in a responsible manner with due consideration to any other Guest, Venue staff or their agents, visitors or members of the public.

6.5 The Client and their Guests must refrain from any behaviour, which would bring the Venue into disrepute or cause discomfort/risks to others.

6.6 Feld & Co. has a policy regarding smoking. There shall not be any smoking permitted in or outside its premises.

6.7 The Client has an obligation to tell all Guests about these terms and conditions, to give them details to ensure that they comply with them. It is a condition of the Booking that the Client accepts the terms and conditions and has made all Guests who are party to the Event aware of them. Each Guest must individually comply with the terms and conditions. The Venue will enforce the terms and conditions against Guests individually where relevant.

## **7.0 Food and Beverages**

7.1 The sale and or supply of alcohol on events of under 75 people is permissible for periods of no more than 4 consecutive hours. BYO is permissible in private events.

7.2 In events where alcohol is supplied or sold to guests of Events under 75 people an RSA Certificate of the vendor or person serving the alcohol must be given to Feld & Co. at least 7 days prior to the commencement of the Event.

7.3 Feld & Co. permits Clients to bring their own food on to the premises.

## **8.0 Event Amendments**

8.1 Any changes to the times of the Event must be requested before a booking is confirmed. Extensions to hire times incur additional charges. No variation in times will be permitted once an Event has started.

8.2 Feld & Co. reserves the right to refuse any request to increase the party size; if this results in a cancellation, the below cancellation policy still applies.

8.3 Any additional services provided by Feld & Co. will incur the relevant fees.

## **9.0 Purpose of The Event**

9.1 The Client must fully and fairly represent the purpose for which the Venue is required. Any misrepresentation may result in cancellation of the Event at any time by Feld & Co. Under no circumstance may the Client sub-let further offer for hire any of the Venue booked.

9.2 Planned sponsorship of the Event must be fully disclosed prior to the booking and will be allowed only with the full agreement by Feld & Co. and as stipulated in the Venue Hire Agreement.

## **10. Publicity and Media**

10.1 The Client will not publish, circulate or distribute any advertisement or publicity material relating to the Event or the location of the Event without obtaining the prior written approval of Feld & Co. for the form and content of such advertisement or publicity material;

10.2 The Client will not disclose to any third party the existence of any contract into which it enters with Feld & Co. and will not authorise the use of the name "Feld & Co." or any of its intellectual property in any publication whether electronic or in hard copy other than in connection with the production, circulation or distribution of advertising or publicity material for the Event which shall for the avoidance of doubt require Feld & Co's consent in accordance with the section 10.1 of these terms and conditions;

## **11.0 Cancellations**

11.1 All payments to Feld & Co. in respect of an Event are non refundable and will be transferred to a cancellation fee in the Event of a full or partial cancellation or postponement.

11.2 In the Event of a full or partial cancellation of a confirmed booking by the Client any additional charges which have or will be incurred by Feld & Co. in respect of the booking will be charged to the Client.

11.3 If a confirmed booking is postponed, transfer of the deposit against cancellation fees may be agreed upon at the sole discretion of Feld & Co.

11.4 Feld & Co. properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time for any reason including but not limited to, the following:

11.4.1 If the client becomes bankrupt or insolvent or enters into liquidation or receivership.

11.4.2 If the Client is more than 14 days in arrears in respect of payments due to the Venue in respect of previous and or current bookings or parts thereof.

11.4.3 If the booking might, in Feld & Co's reasonable opinion, prejudice the reputation of the Venue or Feld & Co.

11.4.4 If the behaviour of the Client or Guests (whether as individuals or as a group) is deemed by the Venue to be unacceptable. Partial termination could result in a number of Guests being asked to leave the Venue.

11.4.5 If the activity of the Client or Guests (whether as individuals or as a group) breaches Fire/Health and Safety or any legislation in any way or seemed unsafe for staff, performers or public.

11.4.6 Any such amendment/cancellation/termination shall be without prejudice or any right of action of the Venue or Feld & Co in respect of non-payment or any breach of the terms and conditions.

11.5 Force majeure: If, due to an event beyond its control Feld & Co. is (in its opinion) unable wholly or substantially to perform its obligations to a Client the Venue will promptly notify the Client accordingly and will refund any deposit or other prepayment to it in respect of the Booking, to the Client.

## **12.0 Client's Responsibility**

12.1 To the fullest extent permitted by law Feld & Co. shall not be liable for: Any damage to property of the Client and their guests. Any inconvenience or loss caused to any party of the Client or their Guests. Any inconvenience or loss caused to any party as a result of cancellation or termination under section 11. The Venue does not exclude or limit its liability for death or personal injury caused due to its negligence.

12.2 For ticketed public events appropriate insurance cover should be obtained by the Client to indemnify the Venue against claims, which may be made against it in respect of loss or damage that the Venue may suffer. Such insurance should also cover risks of bodily injury or death to the Client, Guests, their servants, contractors, agents or licensee and members of the group or any third parties. This excludes any such loss, damage, injury or death as may be caused by the act, default or negligence of Feld & Co.

12.3 If insurance is deemed necessary the Client will provide Feld & Co. on request full details of any insurance obtained.

12.4 The Client and their Guests are responsible for willful or negligent loss and/or damage to Venue furniture and equipment. Any costs of making good any damage will be charged to the Client.

12.5 Any costs incurred by Feld & Co. due to failure by the Client to adhere to the Terms and Conditions of the Venue Hire or the Venue Hire Agreement -including but not limited to: overrunning of the event, requirement for extra staff, requirement of additional cutlery, crockery, glassware, furniture etc - will be invoiced to the client.

12.6 All furniture and equipment including cutlery, crockery and glassware has been inventoried and may not be transferred to any other area other than the area hired under the Venue Hire Agreement.

**12.7** Rules, regulations, technical advice or other requests reasonably made during the running of an event by the Duty Manager of Venue staff should be adhered to.

**Essential Notes:**

- Please discuss any requirements with us at the time of booking such as guest numbers, catering, drinks etc,
- Please remember that you must leave venue as you found it, cleaning fees may apply.
- All exits must be kept clear of obstructions at all times
- This is strictly a non smoking venue

**Public Liability**

We provide public liability insurance of \$10,000,000.

**Free Parking and Public Transport**

There is a limited amount of free parking directly in front of the venue.

A bus stop in front of the site is available on Marmion Street. Where possible we try to encourage our patrons to use the public transport on offer. Events/Workshops/Photoshoots that are booked during the hours of Tuesday - Saturday please make sure that Little Leaf Co. (our neighbour) have at least three car spots for their clients.

**Cleaning**

Included in the price is a standard cleaning fee. All rubbish, food, personal items must be removed off site by the event organiser within the time allocated. An additional cleaning fee will be invoiced to event organiser to remove any left rubbish, food and personal items. This includes the cleaning of the oven and any kitchen facilities used.

**Additional Items (Tables, Chairs and Bar/Coffee Cart)**

All additional items included in your package will be ready for you when you arrive. Please use floor plan to direct where you would like additional items hired placed in space. These items are only to be moved by Venue staff.

**Clean Up after Event with additional items and storage room (Tables, Chairs and Bar/Coffee Cart)**

Please leave items and do not place back in store room - as a part of the service it is Feld & Co.'s duty to move any items belonging to Feld & Co. Used glassware however to be collected and placed in dishwasher and kitchen area. Kitchen facilities must be cleaned and returned to condition prior to use. Including cleaning oven, fridges, sink, benches and microwave.

**Storage Room**

We do have a storage room where all our furniture and equipment is held; **this is a staff only area** and no one is to enter the storage room and get extra furniture or remove any items from this room. All furniture and equipment not in the main space when you arrive which has been arranged prior is not to be taken from the storage room and used for events (unless authorised prior).

**Cancellation Policy & Securing Booking**

BOOKING WILL NOT BE SECURE UNTIL DEPOSIT RECIEVED AND BOOKING FORM COMPLETE WITH TERMS AND CONDITIONS AGREED. DEPOSIT IS NON-REFUNDABLE.

Special Terms:

**Agreement to Terms and Conditions**

I \_\_\_\_\_ have read and understood the terms and conditions and agree to abide by them.

Name:

Signed:

Date: