

## TERMS AND CONDITIONS OF HIRE, FAQ'S

### Booking & Confirmation

- **20% non-refundable** deposit booking fee is required to secure your booking date.
- A Bond of \$1500 is required to be paid as a separate payment via Direct Bank Transfer. This is to be paid (14) business days prior to your event date with clear funds being presented. If we have not received your Bond payment, we have the right to cancel your booking.
- **Bookings are only considered bookings & confirmed when the deposit has been paid.**
- After your event the venue premises is inspected directly by Management, and you will be advised by phone & email if there are any concerning issues or damage that require immediate attention & what may be deducted from your Bond.
- Provided the venue is returned in the same manner as it was hired, the Bond will be returned to you within (5) business days after your event by Direct Bank Transfer. Please ensure you provide your bank details for release of the Bond on your completed Event Plan.
- Cancellation must be made in writing at least four (4) weeks prior to your event & cancellation fees will be applied according to loss of business, administration & staff fees.
- Cancellation for any reason less than fourteen (14) days to your event you agree to forfeit the full payment of your event.
- If you request to have your event rescheduled due to unforeseen circumstances, it will be permitted as long as the new date requested is available. This must be made in writing and an updated Event Plan must be completed & signed. Please note: When rescheduling an event date, the entire amount of the Venue Hire balance will need to be paid in full to secure the new date. If this date is then cancelled, you will forfeit the entire amount paid. No further rescheduling will be permitted.
- You will be contacted by the Vita Events staff to finalise all the details of your event (2) weeks prior to the event and a final Invoice will be emailed to you with all the inclusions of your event.
- Final payment must be made in (14) fourteen clear business days prior to the event. If the clear funds have not been received by then we have the right to cancel your booking.
- Therefore, continuing from the above point, you will not be entitled to any refund on any amount paid prior as you did not adhere to the Terms and Conditions of your booking & venue hire.
- Event hire will start and end on the agreed upon time which is in writing on your invoice & Event Plan. All guests, personal property & items hired by suppliers or vendors must be removed from the venue by the end of your hire time. Failure to do so will incur a cost of \$150 per hour. Rate after 12am will be charged at \$150 per half hour.
- Once the event has concluded you should allow a minimum of (1) hour for bump-out which should be included in your hire time frame selected. Failure to satisfactorily follow our venue guidelines & housekeeping requirements may impact partial or full return of your Bond.
- A large skip bin is provided on the premises that you are permitted to place your rubbish in after the event.
- **If hiring the venue until 1am, your event must conclude by 12am meaning you have (1) one hour until 1am for your guests to leave, remove personal belongings & for external vendors to remove their items supplied for your event. You will not be required to clean the venue as this included in your hire rate. If you do go over time, you will be charged as per our T&C's.**
- The Hirer agrees to use the venue only for the purposes described & signed for on the Event Plan. If a different event is hosted your Bond will be automatically lost as breach of our Hire T&C's and further charges may apply for any damages that may have been incurred to the venue property & or entire premises.
- We reserve the right to revoke your event if it is not for the purpose that the venue was hired for.
- The Hirer shall arrange Public Liability Insurance for the hire period insuring against all actions, claims, costs, damages, charges and expenses whatsoever which may brought or claimed against Vita Events Pty Ltd in relation to the event or function. And or, the Hirer agrees to indemnify Vita Events Pty Ltd from any loss, damage or claim provided for under the hirer's self-insurance.

### Safety

- Children under the age of 18 must be always supervised by a parent or guardian.
- Therefore, all parents and guardians must be over the age of 18 years old.
- Wellbeing and safety of children and all guests attending is the responsibility of the Hirer and parents/guardians of children. This also includes any children who have been dropped off by their parent or guardian.
- The Hirer is responsible for the guests of the event to stay within the gates of the premises. Vita Events will not be held responsible for any unsafe circumstances that may arise with your guests at our venue. It is the Hirer's responsibility.
- No child is to leave or be dropped off without a parent or guardian.
- The child can leave with the Hirer only if consent of the child's parent/guardian is adequately proven.
- The Hirer acknowledges that this is not a supervised event and always accepts responsibility for the active supervision of all children and guests in their care.
- There will always be a member of staff present for each event. Our employees will not be responsible for any injuries that may occur on the premises to the extent permitted by law.
- All visitors and guests to Vita Events venue must keep all entrances and exits clear, to allow safe access in and out of all doorways.
- **18-Year-old parties are not permitted at this venue**
- We reserve the right to exclude or reject any person or persons from the premises for any reason whatsoever without liability. It is required that the organiser conduct the function in an orderly manner. All normal venue terms and conditions, procedures and legal responsibilities apply to any and all persons attending events at all times, including total compliance to all responsible service of alcohol guidelines and standards.

Signed & Dated by the Hirer : \_\_\_\_\_

## Food, drinks, and consumption of alcohol

- Vita Events Venue is not a licensed premises, but rather a BYO facility.
- The Hirer is permitted to bring and supply alcohol to the venue, so long as it is served to your guests & **not sold** to guests. This includes the outdoor enclosed carpark area.
- The Hirer has the choice to supply your own food (DIY), organise catering companies, food trucks etc, however must ensure you are aware of any allergies of your guests that they noted and complied to.
- No cooking is permitted inside the venue at any time. This is a requirement from the local council.
- Vita Events takes no responsibility for any person who has consumed food or drink items that they are allergic to during the event.
- Responsible drinking should be adhered to at all times. If any vomit occurs during or after your event on our premises, it is the responsibility of the hirer or the guest to clean it up. If it is not cleaned satisfactorily & our staff has to attend to this matter, it may affect partial or full return of your Bond.

## Food and drink allergies

- The Hirer is solely responsible for the management of any child/guest who has an allergy.
- Vita Events accepts no responsibility for guests and children who have consumed a food item that they may be allergic to.
- We strongly recommend that parents/guardians of a child who have an allergy remain onsite for the entire event and that the guests make it clear and aware to the Hirer of their allergies making sure EpiPens and any medical requirements are brought by the guest.

## Behaviour

- The Hirer is responsible for all children and guests to act in a responsible manner when at the event and on the property of the venue including outside our premises.
- We reserve the right to exclude a guest or child permanently or temporarily if the Vita Events staff believe the actions of the guest or child are misbehaving and are not in the best interest of the staff and other guests at the party.
- We reserve the right to refuse entry or revoke the right of entry to any person already on Vita Events premises for unacceptable behaviour. Vita Events exercises this right, the ejected individual(s) are not entitled to a refund.
- Unacceptable behaviour towards our staff or other patrons will result in that person to be removed from our premises. In such an event, Vita Events reserves the right to exclude that person from entering the premises in the future.
- What constitutes "unacceptable behaviour" is at the sole discretion of our management.
- Vita Events takes no responsibility for any damage inside or outside of the premises from the Hirer or guests. The Hirer takes full responsibility for any damage, and this will be deducted from their bond.
- In the rare event of extreme damage to the premises the hirer acknowledges that they will be held responsible to pay extra damages that the bond may not have covered. You will be invoiced and required to pay this amount within seven (7) days.
- The Hirer and guests are not permitted to enter any areas that are private or staff only.
- The Hirer is responsible for any stolen property or damage that has occurred to areas that access was not permitted i.e, locked office space, storage areas, meeting room, etc.

## Use of the Venue

- You cannot use the venue for any other purpose other than the type of event stated on the Event Plan. You will comply with our Terms and Conditions in respect of your use of the venue.

## Damage to the Venue

- The client/hirer accepts full responsibility for any damage, theft, breakage or vandalism to the venue, its surrounds, fittings and equipment caused by you, your guests or invitees, employees, external vendors or contractors and you will, on demand pay the fully amount of any repairs, replacements or other financial loss resulting from that damage if your bond does not cover these costs.

## Venue Capacity

- 100 Fully seated guests
- 180 Max for a cocktail / standing event

## Smoking

- Smoking is not permitted inside the venue or in the outside toilets.

Signed & Dated by the Hirer : \_\_\_\_\_

## Parking

- There is ample street parking available. The Hirer must ensure that they themselves and their guests are parked safely and not blocking surrounding driveways. Vita Events is not responsible for any repercussions caused by vehicles parked illegally.
- Event planners, caterers, etc will be given access to use the driveway for delivery drop offs and while setting up only. The Hirer & guests are not permitted to park in the staff/driveway area
- To clarify on the point above the Hirer must ensure that they and their guests are not parked in the driveway at any time during the event. In the unlikely event of an emergency, emergency services must have clear and easy access to our building from all front entrances including the roller door access.
- If your event requires food trucks or another event service to park in the driveway this must be discussed at time of booking & will also incur an extra fee if our power supply is required to be used for this purpose.

## Illness and Medication

- For the safety of all team members and guests, the Hirer should ensure that no guest attends your event if they are contagious or ill.
- If a guest becomes unwell at the venue, the Hirer is responsible to contact a family member to collect them.
- If a guest has a medical condition, we strongly recommend that the Hirer is advised and that the guest has provided their own medical needs. Vita Events takes no responsibility.
- In the event of any illness or injury to a guest on the premises and if in the opinion of Vita Events staff that it is necessary to do so, Vita Events reserves the right to seek urgent: (a) medical or dental treatment; and /or(b) Ambulance transportation and the Hirer, parent or guardian of the guest indemnifies and releases Vita Events against the cost ongoing thereof.

## General Conditions

- Although Vita Events warrants that it will at times and to the best of its abilities use all reasonable care in respect of the services provided, there may be inherent and unforeseeable dangers and difficulties in providing the services and we are unable to guarantee the wellbeing of all patrons or their property on the premises.
- We accept no responsibility or liability for any loss or damage to any person or property left on our premises prior to, during or after the party has ended.
- The Hirer accepts responsibility and liability of any damages made to our venue by you or your guests.
- The Hirer accepts all responsibility for any damage to any equipment from Vita Events that you may have hired as an extra for your event or any furniture that we have provided to you as part of our venue inclusions. **i.e.** sound speaker system, furniture, tables, chairs etc.
- If damage of property by the Hirer or guests before, during and after the event has occurred your bond will not be returned to you.
- No deep frying or cooking is permitted inside the venue.
- If using a spit or BBQ in our front outdoor area the surface area must be always protected. No oil stains or marks are to be left on the concrete. If this occurs your Bond will be impacted.
- Outdoor furniture supplied by Vita Events is not permitted to be used inside the venue.
- **No nails, screws, adhesives, staples, blu-tac, or masking tape, pins, velcros or fastenings may be driven into or attached to the walls, concrete walls, doors, glass and floors in and surrounding the venue, this will be penalised and will affect the return of your bond payment.**
- Tablecloths are not provided but are a requirement when using our tables. You the hirer must supply these.
- No smoke, coloured smoke, fireworks, fire, water balloons, clay or paint of any manner is permitted on our premises. This includes inside and outside the venue. Speak to our staff in regard to Gender Reveal Events as to what is permitted.
- *A venue hire surcharge of 10% applies on Public Holidays*

## Bump in/out times

This is the extra time that is required before and after your event. These times can either be part of your hire package selected, or you need to add extra time to your package before and after the event. Extra time is selected on an hourly rate basis & must be selected as an extra option and added to your package. Both suppliers & the venue are working on schedules & staffing needs. No extra time can be given after an event.

- **Bump-in time:** Is when the venue doors are open for you the Hirer & your suppliers. In this time, you should be setting up & your suppliers will be delivering all equipment.
- Roller door access is provided along with driveway access for vans, trucks, etc to unload.
- Ensure you are onsite at the venue to coordinate all suppliers or have your Event Planner available to advise setup details.
- No cars will be permitted to be parked within the fenced area after set-up time as this is a safety issue. Before your guests arrive, the Vita Events Staff will close the gate halfway in order for guests to be able to also utilise the front outdoor area during your event.
- **Bump-out time:** This is the time your suppliers start arriving to pack up, collect and remove their items from the venue.
- In this time all your guests should have left the venue.
- This is also the time you the Hirer needs to pack up your belongings, gifts etc & remove them from the venue space.

## External Vendors Hired

Details of all external vendors hired for your event, we must be provided a list of their names, business name and contact details at least (2) two weeks prior to your event or **access will not be granted in our venue**. This is to ensure that they are aware of bump-in & bump-out times of your event, to avoid any delays & for our venue's security.

Signed & Dated by the Hirer : \_\_\_\_\_

I have read and understood the Terms and Conditions of Hire. I fully agree to comply with all event hire rules and accept that any breach may incur additional costs which will be paid by the Hirer, in full, at that time.

Name/s of Hirer (please print) \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

For **Release of Bond Payment** after event, please provide Bank Account details below:

Bank Account Name: \_\_\_\_\_

BSB: \_\_\_\_\_ Account Number: \_\_\_\_\_

Signed & Dated by the Hirer : \_\_\_\_\_