

To Confirm a booking with The Cube Wodonga you need to;

- Return signed terms and conditions
- Provide a copy of Certificate of Currency

The Cube Wodonga will then issue a deposit once the above documents are supplied. Once this invoice is paid, your booking will be confirmed.

Terms and conditions for hirers

1 VENUE

The Cube Wodonga shall:

- 1.1 Provide a venue for the development, presentation and performance of diverse community and corporate events and functions.
- 1.2 Provide appropriate access to furniture, kitchen and catering equipment as per the fee schedule.
- 1.3 Inform and demonstrate every hirer of emergency evacuation procedures.
- 1.4 Wodonga City Council reserves the right of veto (either prior or during an activity) with regard to the type and presentation of material exhibited or showcased in the space.
- 1.5 The Cube Wodonga operates ticketing for all events in the venue via its online booking system, Seat Advisor. The operation and staffing of the box office is the responsibility of The Cube Wodonga and not the hirer. Hirers wanting The Cube Wodonga to sell tickets on their behalf will incur charges as per the 'Fees and charges schedule' available at thecubewodonga.com.au

The Cube Wodonga shall NOT:

- 1.6 Offer environmental conditions as per the Victorian Museums Accreditation Program.
- 1.7 Set-up and pack-up equipment bought into the venue by hirers (unless previously arranged with the team leader).

The person/s hiring The Cube Wodonga shall:

- 1.8 Ensure that seated audience numbers do not exceed the capacity or compromise the safety and comfort of others.
- 1.9 Ensure that standing audience numbers do not exceed 1000 or compromise the safety and comfort of others.
- 1.10 Return all borrowed fittings and items to their original state and place of storage.
- 1.11 Clean loose debris from all floors and surfaces.
- 1.12 Clean all crockery used after events, where applicable.
- 1.13 Ensure all rubbish is placed in bins and where full, place in larger wheeled bins located in the service yard area.
- 1.14 Inform the team leader of and fix any damage caused to property of The Cube Wodonga resulting from installation and hosting of activities.
- 1.15 Negotiate hours of opening with venue staff and abide by security protocols and staff the venue accordingly.
- 1.16 Engage The Cube Wodonga box office staff in any ticketing requirements for performances. This will incur a fee as outlined in the 'Fees and charges schedule'.

BOOKINGS

The Cube Wodonga shall:

- 2.1 Only confirm a booking once a signed hirers' agreement has been processed and a signed confirmation form with a non-refundable deposit has been received.

3 OPENING HOURS

The Cube Wodonga shall:

- 3.1 Negotiate opening hours and entrance requirements with the hirer of the venue.

4 PAYMENTS

The Cube Wodonga shall:

- 4.1 Invoice the hirer for:
 - 4.1.1 A non refundable deposit of \$200 for community/non-for-profit groups and \$250 for commercial hirers.

- 4.1.2 The balance of payment for venue hire at the completion of the performance or event.
- 4.1.3 Damage caused to property of The Cube Wodonga resulting from installation and hosting of activities.
- 4.1.4 Excessive cleaning resulting from installation and hosting of activities, as per the current fee schedule.
- 4.1.5 Refund full hiring fees if cancellation is less than four weeks from commencement of the function or event.
- 4.1.6 A fee of \$31 (including GST) for temporary public liability cover, should individual hirers not hold a current public liability insurance policy.
- 4.1.7 Charge a fee of \$4 per ticket to Hirers who cancel a ticketed event, in addition to original charges.

The Cube Wodonga shall NOT:

- 4.2 Refund the deposit paid if a booking is cancelled at any time.

The person/s hiring The Cube Wodonga shall:

- 4.3 Agree to pay a non-refundable deposit upon booking the venue.
- 4.4 Agree to pay the appropriate charges for services, as listed in the fee schedule.
- 4.5 Agree to pay the balance of costs for venue hire as per the current signed hirer's agreement. The balance of payment for venue hire is due within 30 days of the completion of the function or event.
- 4.6 In the event that use of the venue does not proceed - if the cancellation is more than four weeks prior to the scheduled booking the deposit shall be forfeited; if cancellation is less than four weeks then the deposit shall be forfeited and the full schedule fee shall apply.
- 4.7 Agree to pay the public liability excess of \$250 in the event of a claim against the hirer under the temporary public liability policy cover.
- 4.8 Agree to pay for any damage caused to property of The Cube Wodonga resulting from installation and hosting of activities.
- 4.9 Agree to pay for any excessive cleaning resulting from installation and hosting of activities, as per the current 'Fees and charges schedule'.
- 4.10 Confirm catering numbers for functions a minimum of seven days before the event or incur the fee per person for the latest amount of people confirmed.
- 4.11 If hiring the meeting room after hours, agree to pay the security call out fee if the alarm to restricted foyer area is set off by abuse of the procedures. The swipe card will be returned the following business day or a fee will be added to the fees and charges.

5 STAFFING

The Cube Wodonga shall:

- 5.1 Provide staff as agreed in the hirer's agreement, and charge for such as per the 'Fees and charges schedule'.
- 5.2 Due to license arrangements, only the nominated caterer on the lease is permitted to staff and operate the cafe and bar.

The person/s hiring The Cube Wodonga shall:

- 5.3 Be responsible for staffing and operating all activities as per a ratio agreed with venue staff.
- 5.4 Hire and pay for professional security guards for events attracting more than 400 people, for both alcohol AND alcohol-free events. Please check with the team leader if this applies to your event.

6 MARKETING

The Cube Wodonga shall:

- 6.1 Include information within the council's promotional material, where appropriate, and where information is provided on time.
- 6.2 Assist the hirer with marketing their event to local media by providing a media list.

The person/s hiring The Cube Wodonga shall:

- 6.3 Undertake to meet the costs of design, printing, and postage of all promotional material including invitations, tickets and posters.
- 6.4 Arrange to pay for advertising of the event beyond that specified in 6.1.
- 6.5 Undertake, where appropriate, to contact the media for coverage of function or event.
- 6.6 Acknowledge the following in any promotional/advertising material:

*The Cube Wodonga
118 Hovell St, Wodonga
(02) 6022 9223
thecubewodonga.com.au
thecube@wodonga.vic.gov.au*

- 6.7 Include the logo of The Cube Wodonga on all promotional materials in accordance with the logo usage guidelines and ensure all material is proofed by team leader The Cube Wodonga prior to printing.

7 LICENCES

The Cube Wodonga shall:

- 7.1 Provide person/s hiring the venue with Australasian Performing Rights Association (APRA) information and application forms where required.
- 7.2 Provide person/s hiring the venue with food safety standards information and application forms where required.

The Cube Wodonga shall NOT:

- 7.3 Accept responsibility for actions taken by APRA where the hirer has failed to meet his/her obligations as per the application form.
- 7.4 Accept responsibility for incidences arising where the hirer has failed to meet his/her obligations regarding food safety standards in Victoria.

The person/s hiring The Cube Wodonga shall:

- 7.5 Phone the council's environmental health team on (02) 6022 9300 to obtain relevant *Food Act* registration for events where food is sold or deemed to be sold. *PLEASE NOTE: If an admission fee is charged and food provided is provided as part of that fee, then food is deemed for sale.*
- 7.6 Abide by the National Food Safety Standards when serving food or beverages during an activity at The Cube Wodonga. For further information, phone the council's environmental health team on (02) 6022 9300 or the Food Standards Australia and New Zealand on 1300 652 166 or visit foodstandards.gov.au
- 7.7 Ensure that permission has been granted from APRA, prior to the event, for public performance of copyright music, whether the performance is live or recorded. A copy must be provided to the team leader The Cube Wodonga.
- 7.8 Ensure that all required licenses, copyright permissions, registrations or rights to perform, are obtained prior to booking, and can provide written evidence of such if required by the venue Team Leader.

8 INSURANCE

The Cube Wodonga shall:

- 8.1 Maintain public liability insurance for an amount of at least 20 million and provide evidence of this policy to the hirer if requested.

The Cube Wodonga shall NOT:

- 8.2 Accept responsibility for loss/damage of exhibited material, equipment or personal items brought into the space. Insurance and security is the responsibility of the persons hiring the venue.

The person/s Hiring The Cube Wodonga shall:

- 8.3 At all times during the hire term, be the holder of a current public liability policy of insurance in respect to the activities specified in the hirer's agreement in the name of the hirer providing coverage for an amount of at least \$10 million; and provide evidence of this policy. The public liability policy shall be affected with an insurer approved by Wodonga City Council (The Cube Wodonga). The public liability policy shall cover such risks and be subject only to conditions and exclusions that are approved by the council and shall extend to cover the council in respect to claims for personal injury or property damage arising out of the negligence of the hirer.
- 8.4 (At hirer's discretion) Be responsible for insurance to cover any loss or damage to the hirer's property brought into The Cube Wodonga.
- 8.5 PLEASE NOTE: Hirers without other public liability insurance shall pay a fee of \$31 (including GST) for temporary public liability insurance as part of hirer's agreement. A summary of the policy will be provided to each hirer. Please see the team leader The Cube Wodonga.

9 EQUIPMENT

The Cube Wodonga shall:

- 9.1 Operate all internal sound and lighting equipment belonging to the venue when required, and charge for technical staff as per the fee schedule.

The person/s hiring The Cube Wodonga shall:

- 9.2 Not access or operate sound and lighting equipment belonging to The Cube Wodonga, unless directed by venue staff.
- 9.3 Take responsibility for the safe operation and security of all equipment they bring into the venue including display, lighting and audio equipment.

- 9.4 Abide by The Cube Wodonga’s occupational, health and safety regulations when working with or around venue equipment.
- 9.5 NOT bring in helium balloons or candles into the venues without consulting the Team Leader prior to your event. A fee of \$800 may be charged to cover CFA or security call out.

10 ACTIVITY

The person/s hiring The Cube Wodonga shall:

- 10.1 Undertake to deliver, install, dismantle and remove all equipment and materials required for functions and events as per the dates/times specified in the hirer’s agreement.
- 10.2 Be responsible for the installation and set-up of all equipment (unless otherwise agreed) under the direction of The Cube Wodonga staff.
- 10.3 Only use specified adhesive material on the walls, floors, ceilings and doors as advised by the venue staff.
- 10.4 Ensure that all works to be displayed are of a safe construction and free from fault including frames, stages and stands.
- 10.5 Ensure that all displays and equipment are installed in a manner which does not cause risk to the public or the venue, and abide by any instructions from venue staff concerning manual handling, risk minimisation and public safety in this regard.
- 10.6 PLEASE NOTE: The operation of the venue may require the hirers to have capacities in manual handling, as per the *Occupational Health and Safety Act 1984*.
- 10.7 Take due care with the facilities, fittings and equipment.
- 10.8 Provide any specialist equipment required for your event and advise the venue staff of delivery times.
- 10.9 Be responsible for undertaking all activities relating to the purpose of hiring the space and incur all associated costs, for example, arranging entertainment, catering and catering staff, hiring equipment, etc.
- 10.10 PLEASE NOTE: The Cube Wodonga is a multi-purpose venue. From time-to-time different rooms will be booked for a range of uses (meetings, performances, rehearsals, forums, etc). The hirer must accept that during the period of hire, rooms not booked as per their agreement, may be used by other groups.
- 10.11 Agree to indemnify and keep indemnified the council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the hirer’s performance or purported performance of its obligations under the hirer’s agreement and be directly related to the negligent acts, errors or omissions of the hirer. The hirer’s liability to indemnify the council shall be reduced proportionally to the extent that any act or omission of the council, contributed to the loss or liability.

11 INDEMNITY BY THE CUBE WODONGA

- 11.1 The Cube Wodonga indemnifies the Hirer against all damages, losses, costs and expenses incurred by the Hirer arising out of;
 - a) Any breach by The Cube Wodonga of this agreement; and
 - b) Any act or omission of The Cube Wodonga in connection with the conduct of the event

Please carefully read all the terms and conditions enclosed in this document. By Signing here you are agreeing to all the terms and conditions outlined by the Cube Wodonga Management.

Event Name: _____

Event Date: _____

Please sign here: _____

Please print here: _____

Date: _____