



Buik Holdings Pty Ltd
ABN 33 399 339 585

Published ArtHouse

11 CANNON STREET, ADELAIDE SA 5000
Ph. 08 8410 0958 / 0408 821 562 Peter
info@publishedarthouse.com

Wedding Hire Agreement

Instructions for Hiree

- Complete this page
- Initial each page of this agreement
- Sign the agreement
- Return the agreement with deposit payment

I/we, _____ (PRINT NAME) OF

_____ (ADDRESS)

_____ (Mobile) _____ (Email)

hereby declare that I/we have read the Published ArtHouse Wedding Hire Agreement, and agree to be bound by the terms and conditions laid out by the Published ArtHouse in the Wedding Hire Agreement.

I/we understand that I am liable for all breakages, damage and vandalism.

I have enclosed a deposit of \$2,200 (GST Inc.) to confirm the booking and secure the date. The deposit has been paid by: (please circle below)

Direct Deposit	CREDIT CARD*
Bank Acc – Buik Holdings Pty Ltd BSB – 085 070 Acc No. 48 062 7581 Please use your surname as the reference	<p style="text-align: center;">Visa / Mastercard / Amex</p> <p style="text-align: center;">-----</p> <p style="text-align: center;">Exp ____ / ____ CCV _____</p>

*Payment by Amex will attract a surcharge

Date of Event: _____ **to** _____

Time of Event: _____ **to** _____

Bump In Date: _____ **Time:** _____

Bump Out Date: _____ **Time:** _____

No. of Guests: _____

Wedding Hire Agreement - Terms and Conditions



Definitions

Hirer – Published ArtHouse.

Hiree – The person or entity hiring the Premises.

Premises – Being the area hired as shown on the floor plan attached.

Artwork – Being all painting on the walls, murals and all installations be they temporary or permanent.

Permitted Use – The type of activity being undertaken in the premises as agreed between the Hirer and the Hiree.

Hire Period – The period in days and hours to which the Hiree intends to hire the premises.

Terms and Conditions of Hire

1. The Premises

1.1 The Premises which is the subject of this agreement is that shown on the floor plan attached.

2. Hire Period

2.1 The hire period shall be from ____ / ____ / ____ to ____ / ____ / ____ commencing from ____ am/pm to ____ am/pm.

3. Patron Access

3.1 Patron entry and exit is via the roller door at the northern end of the venue or by the VIP entrance on the southern end of the venue or both.

3.2 Patron entry and exit via the roller door is available until 9:00pm on the day of hire.

3.3 The roller door is to remain closed after 9:00pm on the day of hire with the exception of Bumping Out as per clause 3.4 or access by Emergency vehicles.

3.4 For the purpose of Bumping Out after 9:00pm on the day of hire the roller door may be opened to allow vehicle access inside the premises to load equipment into your vehicle. The roller door must be closed whilst loading your vehicle and may only be reopened again upon your exit. At no time after 9:00pm on the day of hire is your vehicle to remain on the street for Bumping Out.

4. Hire Convenants

4.1 The Hiree agrees to pay the hire fee, and any further fees or charges incurred pursuant to this agreement, on the date they fall due.

- 4.2 The Hiree will not, nor will it allow anyone else to:
- 4.2.1 Use the Premises except for the permitted use;
 - 4.2.2 Use any part of the Premises not identified on the attached floor plan;
 - 4.2.3 Use the Premises for any illegal purpose;
 - 4.2.4 Carry on any noxious or offensive activity on the Premises;
 - 4.2.5 Do anything which might cause nuisance, damage or disturbance to lessee, occupier or owner of any adjacent property or resident of the Premises;
 - 4.2.6 Noise from the Premises such as live or recorded entertainment including a performance, show, live music, singing, disk jockey (DJ) or karaoke music, patron noise or any other similar type of noise when assessed at the nearest existing or envisaged future noise sensitive location shall be less than 8dB(A) above the level of background noise in any octave band of the sound spectrum. Such noise levels shall be to the reasonable satisfaction of the Adelaide City Council at all times;
 - 4.2.7 Do anything which might affect any insurance policy relating to the Premises by causing:
 - * it to become void or voidable; or
 - * any claim on it being rejected; or
 - * a premium to be increased;
 - 4.2.8 Smoking. In the interests of public health and for the comfort of all persons, smoking is not permitted inside the venue;
 - 4.2.9 Keep or use chemicals, inflammables, fluids, acids, or other hazardous things on the Premises except for the permitted use, or create fire hazards;
 - 4.2.10 Place any sign on the exterior of the Premises without the Hirer's written consent;
 - 4.2.11 Make any alteration or addition to the Premises without the Hirer's written consent. Consent is entirely in the Hirer's discretion;
 - 4.2.12 Install any fixtures or fittings, except those necessary for the permitted use, without the Hirer's written consent.

Any additions, alterations or installations approved by the Hirer must be installed by a qualified tradesperson. The tradesperson shall provide all necessary licences and insurance necessary to undertake the works;
 - 4.2.13 Bring onto the Premises any object which by its nature might cause damage to the Premises, without the Hirer's written consent;
 - 4.2.14 Use or throwing of confetti, streamers, crockery. A cleaning fee of \$330 will be levied should this occur;

- 4.2.15 Use wax candles without the permission of the Hirer; tea lights will be accepted but must not be left on the ground and must be in glass or ceramic containers;
- 4.2.16 Interfere with any of the services or equipment in the Premises or in any property of which the Premises form part;
- 4.2.17 Use the toilets and other services in the building, for any purposes other than those for which they were constructed; and
- 4.2.18 Comply with and ensure there are no breaches of the conditions of any liquor licence relating to the event in particular or the Premises generally.

5. Behaviour

- 5.1 The Hirer reserves the right to evict the person(s) responsible and or shut-down a function in the event that the Hiree, or the guests of the Hiree, in the opinion of the Hirer, cause any of the following to occur:
 - 5.1.1 A liquor licensing infringement on the Premises;
 - 5.1.2 Damage to the Premises;
 - 5.1.3 Violent or abusive behaviour by guests towards staff or other guests;
 - 5.1.4 Any act that contravenes the provisions of the Places of Public Entertainment Act 1913;
 - 5.1.5 Any act, matter or thing that may injure the reputation of the Hirer;

6. Artwork

- 6.1 The Hiree acknowledges that the Artwork on display or forming part of the Premises is of value to the Hirer.
- 6.2 The Hiree will:
 - 6.2.1 Ensure the Artwork is, at all times, protected from damage or potential hazards;
 - 6.2.2 Ensure no alterations are made to the Artwork, or new Artwork undertaken on the Premises, without the express written consent of the Hirer;
 - 6.2.3 Be liable for all costs associated with any damage to the Artwork whatsoever.

7. Indemnity

- 7.1 The Hiree will indemnify the Hirer against any claims arising out of their hire of the Premises, except where such claims are caused by a deliberate or wrongful act or omission of the Hirer.

8. Fees and Charges

- 8.1 Tentative bookings will be held for 14 days from enquiry date without charge.
- 8.2 Your booking will be considered confirmed with the completion and return of this Agreement together with the deposit payment of \$2,200.
- 8.3 The \$2,200 deposit will be forfeited should you cancel your event.
- 8.4 Upon the conclusion of the selection of the Hiree's Wedding package and pricing is agreed a further 20% of the total package value is payable. All agreements relating to the provision of services must be agreed between the Hirer and the Hiree no later than 3 calendar months prior to commencement of your wedding.
- 8.5 The balance of the Wedding package fee is payable 14 days prior to commencement of the hire period. Fees are non-refundable should the Hiree cancel the booking. There will be no access to the venue until all fees and charges have been paid.
- 8.6 A security bond of \$1,000 is payable 14 days prior to commencement of the hire period. This payment will be held in case of damages, breakages or excessive cleaning and will be refundable post event.
- 8.7 The quoted prices are valid for a period of (6) six months from the booking date. Please be aware the Hirer reserves the right to vary pricing of the various packages in line with CPI and/or changes in market values for products and services supplied by way of this agreement. The Hirer reserves the right to add, delete or amend the products and services supplied in the agreement.

9. Electrical & Mechanical Equipment

- 9.1 If the Hiree wishes to use their sound, lighting or other electrical devices or mechanical equipment it must be tagged in compliance with AS/NZS3100. The Hiree shall submit equipment for inspection by the Hirer who may refuse to allow the use of such equipment.

10. Venue Keys

- 10.1 Any necessary keys to the venue will be provided to the Hiree's nominated representative by the Hirer for the period of the hire agreement. Access to the premises by the Hiree and the Hiree's guests shall be via the roller door at 11 Cannon Street unless other arrangements have been made with the Hirer. Emergency Exits should only be used for their intended purpose. A fee of \$8.00 is chargeable for lost keys and \$132 for lost roller door remote controls.

11. Late Closing Fee

- 11.1 The venue must be completely vacated by midnight on the event date or a late closing fee \$220 will apply for each hour of part thereof.

12. Use of Kitchen & Bar Facility

- 12.1 The Hirer acknowledges the Hiree may from time to time prefer the services of an external service provider. The Hirer reserves the right to decline such services as it sees fit. The use of the kitchen is included in the hire fee however the Hirer does not warrant its suitability to commercial catering. The kitchen is an ancillary facility for the benefit of the Hirer's staff and/or family not for large scale commercial services. All external service providers are required to fully disclose the purpose of their involvement with the event and enter into a written agreement with the Hirer as to confirm both parties understanding of each other's requirements and obligations to the Hiree.
- 12.2 If used, the kitchen must be left in a clean and orderly condition for each day of hire or a minimum charge of \$165 will be levied.
- 12.3 Should the Hiree contract the services of an external caterer it is agreed between the parties the caterer or the Hiree shall disclose to their guests that the Hirer is not responsible for the catering services provided and shall clearly display adequate signage disclosing the caterer's details in or about where the catering is being conducted and on any printed invitations and menus to the satisfaction of the Hirer.

13. Security

- 13.1 The Hirer shall provide security services in accordance with the Liquor Licensing requirements and to ensure compliance, safety and comfort of the Hiree's guests. The cost of such services will be borne by the Hiree.

14. Exclusion of Warranty of Fitness for Purpose

- 14.1 The Hirer does not warrant that the premises you are about to hire will be structurally suitable for the type of event that you intend to hold.

15. Personal Property Insurance

- 15.1 The Hirer does not carry third party property insurance and any personal property bought onto or left in the venue is done so at the Hiree and guests of the Hiree's own risk.

16. Breakages

- 16.1 The Hiree acknowledges damage or breakages of Glassware, Crockery, Cutlery and other equipment of the Hirer are at the Hiree's risk.
- 16.2 The replacement of broken and damaged goods will be deducted from the Security Bond at replacement cost.

Acceptance of Hire

The Management of Published ArtHouse hereby agrees to hire Published ArtHouse to the Hiree for the period(s) referred to in the Wedding Hire Agreement subject to receipt of a deposit and agreement to the Terms and Conditions of the Wedding Hire Agreement.

EXECUTED as an Agreement

EXECUTED by **BUIK HOLDINGS PTY LTD**
(ACN 007 960 705) in accordance with Section 127
of the Corporations Act 2001 (Commonwealth)

PETER BUIK

Name of Director/Secretary (*print*)

Signature of Director/Secretary

Date

SIGNED BY _____

(Signature of Hiree)

SIGNED BY _____

(Signature of Hiree)

Print Name

Print Name

Date

Date

Witness

Witness

Floor Plan

Max Vehicle Height 3.3m

