

VENUE HIRE TERMS & CONDITIONS

Last Updated: 29 April 2021

ARTS RUBICON

Rubicon Entertainment Pty Ltd trading as Arts Rubicon
20 Thorogood Street, Burswood, WA 6100

All customers are required to accept the terms of hire below at the time of booking Arts Rubicon. If you have any questions or concerns about the below terms and conditions please do not hesitate to speak to us.

Reference

“**Arts Rubicon**” or “**Burswood Space**” means Rubicon Entertainment Pty Ltd trading as Arts Rubicon.

“**Hirer**” means the person, persons, organisation, company or body corporate signing the Venue Hire Form.

“**Property**” or “**Venue**” or “**Warehouse**” or “**Space**” means the land, area, building, structures, materials, goods, facilities and equipment belonging to Arts Rubicon at 20 Thorogood Street, Burswood, Western Australia 6100.

“**Hire Fees**” means all fees payable by the hirer to Arts Rubicon as detailed in the invoice excluding the Security Deposit (Bond).

“**Initial Deposit**” means a percentage of the Hire Fee required to be paid in order to tentatively book the Venue for a given Hire Period.

“**Hire Period**” or “**Booking**” means the time and date from when the Hirer has access to Venue in as per Venue Hire Form.

“**Bump-In Time**” or “**Bump-Out Time**” means any approved extension of time applied to the Hire Period. This is usually applied at the end of an event to allow people such as caterers to pick-up any leftover equipment and supplies from the Venue.

“**Venue Manager**” means the person or persons employed by Arts Rubicon responsible for opening, managing and closing the Venue during the Hire Period.

“**Serviceable Condition**” means the same condition the Property was in when the Hirer inspected the Property at the start of the Hire Period. All keys issued to the Hirer have been returned to the Venue Manager. All materials, equipment, supplies, food and drink has been removed from the Venue.

Arts Rubicon

The warehouse space has a maximum capacity of 300 people. As a general guideline, this allows for 150 people sitting, 200 people in theatre seating arrangements and 300 people cocktail style.

The restroom facilities include one male restroom, one female restroom, one unisex restroom and one ambulant/disability restroom.

The area behind the bar includes benches, sinks with hot and cold water, glasswasher, fridges and limited freezer space.

Arts Rubicon is allowed to operate between 10:00am until 12:00am (midnight). All patrons must leave the Venue by midnight. All electricity is to be turned off including lights, equipment, climate control and sound equipment must be switched off outside operating hours and when leaving the Venue.

1. Fees, Refunds & Penalties

IMPORTANT: Arts Rubicon will not “hold”, “pencil-in”, “tentatively book” or make any booking arrangements or reservations of the Venue for the Hirer until all the required fees are paid and conditions are met by the Hirer in accordance with the Venue Hire Terms & Conditions.

1.1 An Initial Deposit of 50% of the hire fees (excluding Bond) is required to tentatively book the Venue for a specified Hire Period. The Initial Deposit is non-refundable.

1.2 The Remaining Balance and Security Deposit must be paid in full 60 days before the Hire Period. If booking within this period, full payment is required. If the Hirer fails to pay any Remaining Balance and/or Bond 60 days before the Hire Period, the booking will be cancelled and the Hirer will not be entitled to any refund.

1.3 A booking is not considered effective until Arts Rubicon has received a valid Venue Hire Form along with all necessary payments.

1.4 If the Hirer requests to reschedule a Booking with more than 60 days until the start of the Hire Period, the Hirer will be required to pay a Rescheduling Fee of \$100.00 exc. GST.

1.5 If the Hirer requests to cancel a booking with more than 60 days before the start of the Hire Period, Arts Rubicon will refund the client all Hire Fees and Security Deposit but not the Initial Deposit.

1.6 If the Hirer requests to cancel a booking within 60 days before the start of the Hire Period, Arts Rubicon will refund the client the Security Deposit but not the Hire Fees or the Initial Deposit.

1.7 If the Hirer requests to reschedule a Booking within 60 days before the start of the Hire Period, the Hirer will be required to pay a Rescheduling Fee of 50% of the Hire Fees.

1.8 If the Property is not returned to Venue Manager by the end of the Hire Period in Serviceable Condition and no arrangements have been made in writing with the Venue Manager, the Hirer may be charged an hourly rate of \$300/hour for every additional hour until the venue is returned in Serviceable Condition.

2. Security Deposit (Bond)

2.1 The Hirer may be required to leave a Security Deposit (Bond) prior to being allowed to Hire the Venue. The Bond may be used by Arts Rubicon to pay for any late fees, other charges or as payment for lost, stolen or damaged property. The Hirers liability for any lost, stolen or damaged property will be for the total cost of the property and is not limited to the Bond amount.

3. Noise Restrictions

3.1 Music shall not exceed 90 dB(A).

3.2 The rear roller door must be kept closed between the hours of 07:00 and 19:00.

3.3 The front entry doors must be kept closed from 22:00 (entry doors are permitted to be open for short period of time as patrons enter and exit the venue).

3.4 Deliveries are only permitted between the hours of 07:00 and 19:00, Monday to Saturday. If possible, the deliveries shall be made via the rear laneway.

3.5 Glass shall only be emptied into the outside bins between the hours of 07:00 and 19:00 (09:00 and 19:00 on Sundays).

3.6 At closing time, patrons are to leave the area in a prompt and quiet manner.

3.7 Subwoofers shall not be used, and the bass frequencies shall be limited such that the music is inaudible at the nearest residences.

4. Food & Alcohol

4.1 The Hirer shall not sell any liquor, beverage, food, or refreshment on any part of the premises hired unless specifically approved by Arts Rubicon and with the appropriate licenses, permits and Responsible Service of Alcohol legislative requirements.

4.2 A copy of all certificates and licenses to be forwarded to Arts Rubicon prior to commencement of event. Failure to obtain and send licenses to Arts Rubicon may lead to the event being cancelled.

4.3 For information on liquor licensing requirements see www.rgl.wa.gov.au.

5. Insurance

5.1 The Hirer shall keep Arts Rubicon indemnified against all losses, expenses, liabilities, claims and damages incurred as a result of, or arising out of the hiring of the Venue, and/or whether caused by an act or omission of the hirer, its servants, agents, or invitees or any other person whomsoever. Arts Rubicon does not accept any liability for monies collected and/or held at the premise, or any loss or damage to equipment or personal effects of the Hirers or their associates.

5.2 Arts Rubicon does not provide insurance cover to cover the Hirers expenses, personal injury of hirer or guests, liabilities, claims and damages incurred as a result of, or arising out of the hiring of the premises whether caused by an act or omission of the Hirer, its servants, agents, or invitees or any other person whomsoever. The Hirer must provide Arts Rubicon with the valid Public Liability Insurance certificates held by all companies or suppliers that will access to or have equipment onsite.

6. Observance of Laws

6.1 The Hirer shall comply with the provisions of all Acts and Regulations applicable to the hirer, including the Health Act, Occupational Health and Safety, Environment Protection (Noise) Regulations 1997, the Local Government Act and any regulations made there under and shall indemnify and keep Arts Rubicon indemnified against all losses, expenses, liabilities, claims and damages incurred as a result of the Hirers breach of any such Act, Local Law Statue, By-Laws or Regulation.

6.2 The Hirer shall be responsible for maintaining good order in and around the Venue during the Hire Period.

6.3 Emergency Exits and pathways to the Emergency Exits must always be kept clear.

7. Use of Property

7.1 The Hirer is to cause no damage to the Venue spaces and surrounding outdoor areas and ensure that none of its employees, agents, contractors, and invitees cause damage to the Property.

7.2 A Security Deposit payable by the Hirer will be levied by Arts Rubicon and will be forfeited where Hirers are deemed negligent in this regard.

7.3 Arts Rubicon may carry out cleaning, rubbish removal or other such works, at the expense of the hirer, as may be required to return the Venue to Serviceable Condition.

8. The Hirer

8.1 The person submitting the Venue Hire Form will be the person responsible for the Hire and financial obligations.

8.2 The Hirer must be over 21 years of age.

8.3 If booking on behalf of an organisation, the elected primary contact must have the authority to do so. The elected primary contact must be over 21 years of age.

9. Cleaning & Waste Management

9.1 The Hirer is responsible for removing decorations, adhesives, confetti, glitter, Blu Tack, tape, balloons and stickers or cigarette butts.

9.2 The Hirer may incur additional charges if Arts Rubicon is required to spend extra effort removing, cleaning or disposing items, waste or rubbish from the Venue.

9.3 All fridges must be left clean and free of food or drink and left ON.

9.4 The use of glitter and/or confetti will incur a charge of \$200.00.

9.5 The Hirer is responsible for disposing of rubbish in a responsible manner. The Hirer is not to dispose of waste in any outside bins that do not belong to Arts Rubicon. Penalty for incorrectly disposing waste including leaving rubbish outside the venue is \$1000.00.

10. Problems and Faults

10.1 In the event of any problem during the Hire Period, the Hirer shall report the problem to the Venue Manager immediately and shall on no account repair or attempt to repair any equipment without the prior consent from the Venue Manager. The Venue Manager should be notified immediately by phone or SMS in case of any problems on our emergency number 0497609266.

11. Termination

11.1 The Hire Contract may be terminated immediately by Arts Rubicon if the Hirer breaches any term of this Contract.

12. Smoking

12.1 Smoking is not permitted inside the venue. The outside areas can be used as a designated smoking area. Disposing of cigarette butts incorrectly by the hirer, employees, agents, contractors, and invitees may result in the forfeiture of the Security Deposit.

13. Free of Charge Issue

13.1 Where equipment is supplied by Arts Rubicon on a free of charge basis, these terms and conditions still apply.

14. Publicity

14.1 The hirer must obtain confirmation of booking by email or in writing before publicising the use of the venue. The hirer shall not make any statement in any advertising, which directly or indirectly falsely implies that the use for which the venue is hired is conducted or promoted by Arts Rubicon unless clear partnership arrangements have been established.

14.2 Arts Rubicon reserves the right to re-post and re-distribute photos of our venue that reach social media.

15. Disputes

15.1 Any disputes between the Hirer and Arts Rubicon arising from or in relation to any hiring of the premises may be referred by either party to an independent arbiter of choice who will make a determination in relation to the dispute. Any such determination shall bind all parties.

16. General

16.1 Arts Rubicon is a dynamic space used for many different events as such the overall appearance is not static and may undergo some changes from time of booking. Do not rely on furniture and equipment from the site for your event unless specifically stated on your invoice.

16.2 Venue staff and security personnel may be present on-site to perform security checks throughout the evening to ensure appropriate behaviour and care of the premises.

16.3 The Hirer must ensure that its employees, agents, contractors, and invitees comply, with all Venue Hire Terms & Conditions, including directions regarding noise levels.

16.4 The Hirer must ensure that its employees, agents, contractors, and invitees do not cause damage, disturbance, or nuisance to any person, including other users and occupiers of the land and of the adjoining land.

16.5 Plants, plant materials and other organic material should not be tampered with or removed from the site.

16.6 Security or crowd control is required where Arts Rubicon deems necessary.

16.7 Pets are welcome but must the Hirer must clean up any waste, rubbish or mess.

16.8 The Hirer is responsible for ensuring that all lights and other electrical equipment used in the Venue are tagged, safe, and turned off after use.

16.9 All items including furniture, decoration and equipment belonging to Arts Rubicon must be returned to original position.

16.10 Failure to comply with the Venue Hire Terms & Conditions may result in additional charges to the Hirer.

16.11 By accepting the quote or processing the payment or submitting the Venue Hire Form – the Hirer is acknowledging and agreeing to the Venue Hire Terms & Conditions.