



PAVILION WAREHOUSE

Booking Terms and Conditions

By making a booking, whether via SpaceToCo or manual booking, the hirer unconditionally agrees to the following Terms and Conditions:

General.

1. Pavilion Warehouse permits the hirer to access the premises at only the times agreed to at time of booking.
2. Pavilion Warehouse reserves the right to remove any hirers, guests, contractors, invitees and/or, equipment or possessions that break any of the obligations of the hirer as outlined in these Terms and Conditions.

Charges and Payment

1. Discounts applicable for Not-For-Profit events, or Workshop/Class events are at the discretion of Pavilion Warehouse and the hirer may be requested to provide proof of Not-For-Profit status, or of Workshop or Class details.

SpaceToCo Bookings:

1. The charges payable by the hirer shall be those set out by Pavilion Warehouse upon approval of the SpaceToCo booking. Pavilion Warehouse reserves the right to adjust pricing and charges for future bookings at any time.
2. Pavilion Warehouse may make adjustments to the total cost of the booking by the addition of booking hours, or additional fees or charges. Hirers will be notified of the changes and should ensure the debit or credit card on record with SpaceToCo holds sufficient funds to cover any additional costs or changes.
3. Pavilion Warehouse reserves the right to use the SpaceProtect function of the SpaceToCo service to hold a bond to cover potential expenses or damages that occur during the hirers booking.

Manual Bookings: (exceptional circumstances only)

1. A Booking Deposit of \$100 is to be paid within 10 days of Booking Confirmation to secure event date and time.
2. The total Hire Fees must be paid in full at least 7 days prior to the event, unless otherwise negotiated in writing.
3. The hirer shall pay the Hire Fee and any additional charges payable before or on the dates outlined or incur a late fee of 10% of the initial charge per week.

Cancellation.

1. Where notice of cancellation is given by the hirer more than 7 days before the time of the event booking, any moneys paid shall be refunded by Pavilion Warehouse.
2. If a hirer cancels a booking less than 7 days prior to the time set for the booking, the full Hire Fee and any Additional Charges for the hire of the premises shall be paid by the hirer in entirety.
3. Pavilion Warehouse shall not be held liable for any interference, disruption, or enforced cancellation of any part of a booking which is caused by civil disturbance, industrial action, terrorism, natural disaster, or circumstance beyond its control. Refunds of this matter may be provided at the discretion of Pavilion Warehouse.
4. Pavilion Warehouse, at its discretion, may prohibit any performance or function which, in its sole opinion, is considered objectionable, dangerous, is contrary to law, or could be detrimental to the good standing and reputation of Pavilion Warehouse. In such case, the hirer shall be deemed to have consented to said prohibition by agreeing to these Terms and Conditions at time of booking, and Pavilion Warehouse shall not be liable for any loss or damage suffered by the hirer in direct or indirect consequence of this prohibition.

Insurance.

1. The hirer indemnifies and keeps indemnified Pavilion Warehouse against all losses, expenses, liabilities, claims and damages incurred as a result of or arising out of the hiring of the premises caused by any act or omission of the hirer, its agents or invitees.
2. If a hirer holds public liability insurance that is current at the time of the event, then any incidents or accidents at the premises come under the policies outlined in the hirer's or any of their agents' public liability insurance. In such case, the hirer must provide a current copy of any public liability insurance policies.

Publicity.

1. Pavilion Warehouse reserves the right to request removal of any public reference, image, video or audio, including those on social media, which, in its sole opinion, are considered objectionable, dangerous, is contrary to law, or could be detrimental to the good standing and reputation of Pavilion Warehouse.

Observance of Laws.

1. The hirer shall comply with all rules and policies of the Local Council and with the provisions of all other Acts and Regulations applicable to the hirer, and shall indemnify and keep indemnified Pavilion Warehouse against all such losses, expenses, liabilities,

claims and damages incurred as a result of the hirer's breach of any such Act, Statute, Rule or Regulation.

2. The hirer agrees to indemnify Pavilion Warehouse against loss or damage it suffers if the hirer, or a person admitted to the premises during the period of hire,
 - a) Damages or destroys any property;
 - b) Injures any person;
 - c) Fails to observe any of the hirer's obligations under this agreement.
3. The hirer shall not permit patrons to the premises more than the advertised maximum capacity at the time of booking.
4. The hirer shall not transfer or sub-let a right of the hirer under this agreement to another person.

Cleaning and Good Order.

1. Cleaning is the responsibility of the hirer. The premises, including carpark and verge, are to be left clean and tidy as found, following the guidelines stated on the 'Before and After Use' document available for download on the Pavilion Warehouse website. Any items brought into the premises must be taken away within the booking time, or as negotiated in writing.
2. The premises must be tidy and vacant within the hours set out in the hire time.
3. Failure to comply to cleaning standards will result in a full or partial cleaning fee being taken out of the bond held or invoiced to be paid within 7 days of the event.
4. The Additional Optional Cleaning Fee covers reasonable cleaning service including removal of rubbish, sweeping, mopping, and cleaning surfaces. Dirt and mess that goes beyond that expected of reasonable use may result in further charges to be paid by the hirer.
5. Excepting fair wear and tear, the hirer shall be liable to Pavilion Warehouse for any damage to the premises or to any fittings, equipment, furniture, vehicles, or other property, including those of other units of 5 Bessemer Way, which occurs during the period of hire. The cost of fixing or replacing any damage will be the sole responsibility of the hirer.

Liquor, Food, Smoking

1. Alcohol and food may be consumed in the premises, but must not be available for purchase, unless a copy of the appropriate Liquor or Food License is provided, or before the event if otherwise agreed upon by Pavilion Warehouse. In the case of a third-party selling alcohol, e.g. food van, Pavilion Warehouse must be notified in writing of vendor contact details before the event.
2. Smoking is not permitted within the premises, or within 5 meters of the premise's doors.
3. Pavilion Warehouse strictly prohibits the consumption of alcohol by those under 18 years of age.
4. Pavilion Warehouse strictly prohibits the use of illegal or abusive substances and drugs in or around the venue.

Decoration.

1. Decorations within the premises must not leave any permanent damage or marks to the premises, fixtures or furniture.
2. Open flames, e.g. candles, must be kept inside a container, e.g. glass jar or candle holder, or placed on an appropriate flame proof plate or base.
3. Any damage due to decorations, hirer materials or equipment, fire, smoke or candle wax, is the responsibility of the hirer and costs to fix or clean any damages will be the responsibility of the hirer.

Security.

1. Unless otherwise agreed, access to the premises will only be permitted during the hire period.
2. The hirer agrees to retrieve and return the key to the premises from the pin-pad lockbox at the entrance to the premises using the Pin-Code provided within the hours of the agreed hire period. The hirer will be responsible for any loss, damage, or replacements to the key, pin-pad, or door and window locks occurring during their hire period. If the pin-pad lockbox is not available, the hirer will return the key to the address provided within 12 hours of the event.
5. Staff of Pavilion Warehouse may be in attendance in and around the premises during the hire period without notice.
6. Pavilion Warehouse staff reserve the right to eject a person or persons from the premises, or refuse entry to the premises, or terminate any activity if, in his/her reasonable judgement, the person or persons are not adhering to the conditions of this agreement, or are otherwise acting against any Local or Federal Laws.

Contact

Megan Taylor
Pavilion Warehouse
0452 226 441

hello@pavilionwarehouse.com
www.pavilionwarehouse.com

ABN: 19 582 905 599

First published: 20.2.2020

Updated: 12.7.2020 (minor wording changes)

Updated: 15.1.2021 (Changed to include SpaceToCo booking details and other minor wording changes)

Updated: 5.8.2021 (additional information to Cleaning and Good Order)