



Bustle Studios

Venue Hire Terms & Conditions as of 15th December 2021.

PROCESS TO HIRE	2
1. Agreement to the contract	2
2. Application for hire and confirmation of booking	2
3. Hire costs and payment arrangement	2
4. Bond	3
5. Cancellation of booking	3
6. Access to venue	4
7. Storage facilities for regular hirers	4
8. Public liability insurance	5
HIRER'S OBLIGATIONS DURING HIRE	5
10. General obligations	5
11. Cleaning, setting up and packing up	5
12. Decorations and advertising	5
13. Restrictions to numbers	6
14. Food Catering/barbeques	6
15. Smoking and alcohol	6
16. Noise	7
17. Damage to property or premises	7
18. Illegal activity	7
19. Security and safety	7
AFTER HIRE	7
20. Packing up	7
21. Hirer's checklist:	8

PROCESS TO HIRE

1. Agreement to the contract

- 1.1. Purpose of hire: Organisations, groups or individuals hiring venues/rooms managed by Bustle Studios do so only for the stated purpose of hire. The purpose of hire must be lawful and conducted in a manner that does not disrupt users of other rooms.
- 1.2. Restrictions: We do not allow parties (birthdays, weddings, graduations etc.) or groups of over 30 pax.
- 1.3. Times of hire: The period of hire shall commence and conclude strictly at the agreed times as confirmed via email and the venue must be vacated promptly at the conclusion of the hiring period. An extra charge will be imposed for any additional time used which is not booked in advance.
- 1.4. Vacation of venue: No bookings can be accepted past 10pm. Premises must be vacated no later than 10pm.

2. Application for hire and confirmation of booking

- 2.1. Once a website booking form or direct email is received, Bustle Studios will confirm the booking via email within two (2) working days. If you do not receive a confirmation after two (2) working days, please contact us on 0403 999 920.

3. Hire costs and payment arrangement

- 3.1. Bustle Studios will review rates annually and provide at least four (4) weeks' notice of any rate changes.
- 3.2. Regular hirers – Credit account and discounted rates may apply for businesses who make regular bookings with Bustle Studios. Invoices will be sent monthly in arrears and are payable two weeks after the invoice date. Contact laura@bustlestudios.com to apply.
- 3.3. Casual Hirers: A 30% non-refundable and non-transferable deposit is required to confirm a hire date. Final payment is due no less than four weeks prior to the hire date and is non-refundable and non-transferable. Payment is via bank transfer. PayPal and Credit Card payments may be made for an additional fee of 3%. If full payment is not received within the specified time frame, your booking may be cancelled and any deposit amount will be retained.

4. Bond

4.1. The Hirer may be required to pay a bond amount of \$500 which will be included on the final invoice. This bond is held until the conclusion of your booking/s. In the event of any of the following circumstances the hirer agrees to the bond being utilised for the associated costs or fee incurred to a maximum of \$500.00.

- Damage to property, including but not limited to, damage to glass, kitchenware, flooring and furniture. Quote to be supplied by Bustle Studios.
- Any charges applicable to an Emergency Call Out.
- Fines charged for excessive noise complaints.
- Key/s not returned incur a \$50 fee per key.
- Self service discount conditions not being met

5. Cancellation of bookings

5.1. To cover the income opportunity costs and administration costs to Bustle Studios the following cancellation charges apply:

- Regular hirers: Bustle requires a minimum of 14 days written notice (email acceptable) to cancel any booking. In the event of cancellation with less than 14 days' notice, the hirer will be required to pay 100% of the hire charges.
- Casual hirers: All money received for either a deposit or full payment of final invoice is non-refundable and non-transferable.
- Covid related lockdowns. In the event of a government mandated lockdown, which means we are unable to host you, 70% of the studio hire cost will be refunded and 100% of any cleaning and bond payments.

5.2. Cancellation by Bustle Studios: Bustle reserves the right to cancel your booking (or future bookings) if the terms and conditions of hire are breached. Bustle will provide written or verbal notice cancelling a booking (without advance warning if necessary) if:

5.2.1. The regular hirer neglects to pay invoiced fees within the required timeframe: Cancellation fee equals 100% of hire charges.

5.2.2. Repairs or alterations are underway.

5.2.3. The premises are not fit for use due to electrical or security failure, or damage.

6. Access to venue

- 6.1. Premises may only be occupied during the times 7am - 10pm Monday to Thursday and Sundays, and 7am - 5pm on Fridays and Saturdays.
- 6.2. Preparation and pack up time must be included within the hire session time.
- 6.3. All goods and equipment provided by the hirer (including music equipment, jukeboxes, decorations, leftover food/drink etc) must be removed from the premises within the hire time period unless previously agreed with Bustle Studios.

7. Storage facilities for regular hirers

- 7.1. If a regular hirer requires storage, a request may be submitted via email. There is limited storage available and storage may not be available to all regular hirers. Where available, an unsecured storage area and will be made available to the hirer.
- 7.2. Items stored are the responsibility of the hirer at their own risk and not covered by Bustle Studios insurance policy. The hirer must not store any illegal, highly flammable or dangerous goods.

8. Public liability insurance

- 8.1. All hirers holding a public event or providing a public service to the community must provide evidence of their own public liability insurance to a value of \$10 million. Hirers will be required to provide a copy of their Public Liability Insurance prior to the event.
- 8.2. \$1,000 excess is payable in the event of any claim made by hirer.

HIRER'S OBLIGATIONS DURING HIRE

9. General obligations

- 9.1. Personal belongings / food items left unattended at the venue will be at the hirer's own risk. Any equipment arranged by the hirer must be removed from the

venue by the end of the hire period. The venue will not be available the following day to collect equipment unless previously agreed upon.

- 9.2. The hirer must allow unrestricted access to the venue at any time by Bustle Studios staff on official business, security officers or emergency officers.

10. Cleaning, setting up and packing up

- 10.1. Self service: The premises must be left in a tidy condition with all rubbish put away in rubbish bins provided and any large furniture items moved back to their original position.
- 10.2. Cleaning and pack up time must be included within the hire session time the hirer is responsible for the Set up and Pack up of furniture required by the hirer.
- 10.3. Cleaning costs paid by the hirer covers removal of all bagged rubbish and bottles, cleaning of surfaces, mopping of floors and cleaning of kitchen and bathrooms. If a hirer opts to perform cleaning duties they must be completed as stated and hirer's own cleaning equipment provided.

11. Decorations and advertising

- 11.1. The erection of decorations is permitted on the condition that they do not damage any part of the building. Extreme care should be taken that decorations do not present a fire hazard.
- 11.2. Handbills, posters and other advertising materials are permitted within or outside any venues with the written consent of Bustle Studios.
- 11.3. If decorations are not removed or damage from decorations is caused, the cost of removal will be deducted as detailed in the security bond section of the hire agreement.
- 11.4. Hirers are responsible for bearing the full cost in case of a false alarm relating to a fire or security call out.

12. Restrictions to numbers

- 12.1. Maximum allowed capacity per booking at the venue is 30 people. Strict adherence to this capacity must be maintained. Further restrictions, eg due to Covid-19 government mandated rules, may apply.

- 12.2. If this term is breached, Emergency Services will be called out and a fee may be charged as detailed in the security bond section of the hire agreement.
13. Food Catering/barbeques
- 13.1. Preparation of food and beverages must be confined to the kitchen and outdoor terrace areas. Barbeques are permitted for use outside the facility only. Barbeques are not provided for use at the venues. Hirers must provide their own barbeque.
14. Smoking and alcohol
- 14.1. Smoking is NOT permitted inside the venue or on the outdoor terrace. Failure to comply with this will result in a loss of bond. Smoking is allowed on the balcony off The Balcony Room.
- 14.2. Alcohol consumption is permitted in accordance with relevant regulations. If Hirers provide alcohol or permit alcohol to be consumed at their event, they do so at their own risk. The sale of liquor without a suitable license is illegal and therefore strictly prohibited in the venue without a special event liquor license.
- 14.3. For Alcohol licenses and regulations visit the website below:
<https://www.liquorandgaming.nsw.gov.au/Pages/liquor/liquor-licences/which-licence-do-i-need.aspx>
15. Noise
- 15.1. Please be aware that the venue is in a residential area and due consideration must be given to nearby residents. Excessive noise could incur a fine of up to \$500 for which the hirer is liable as per security bond section of the Hire Agreement.
16. Damage to property or premises
- 16.1. 'Damage' is considered as breakages that impair the value, usefulness, or normal function of our venues.
- 16.2. Any damage that occurs to the premises during the time of hire must be reported to Bustle Studios as soon as possible on the first working day following the hire.

- 16.3. For any damage incurred by the hirer or one of their invited guests, the cost of repairs will be deducted as detailed in the security bond section of the Terms and Conditions.

17. Illegal activity

- 17.1. If any activities in or around any venue instigate the attendance of the Police (during hire or thereafter), a fee may be charged as detailed in the security bond section of the Terms and Conditions.

18. Security and safety

- 18.1. Hirers are responsible for the security and safety of themselves, their guests and the building and grounds during the time of hire. Hirers are also responsible for the behaviour of guests at their event.
- 18.2. The hirer must allow unrestricted access to the venue at any time by Bustle Studios staff on official business, security officers or emergency officers.

AFTER HIRE

19. Packing up

- 19.1. Premises must be vacated no later than 10.00pm Monday-Thursday and Sunday and 5pm, on Friday and Saturday.
- 19.2. It is the responsibility of the Hirer to ensure that the premises and grounds are left in a tidy condition at the end of the hire and all hirers equipment is removed.
- 19.3. At the end of the hire, self service hirers must ensure that the following points noted on the checklist have been completed:

20. Hirer's checklist:

- ☐ All large tables returned to their original position.
- ☐ All decorations have been removed (including balloons, tape and adhesives, streamers, etc)
- ☐ Any cooking equipment or crockery used has been put away in dishwasher or hand washed, unless a glassware and crockery package has been purchased.

- ☐ All rubbish has been placed in rubbish bins to capacity only, or removed from the premises.
- ☐ All additional items belonging to the hirer are removed from the venue (including food and drinks, music equipment etc). Hirers are not permitted to access the venue the following day without prior written consent. Additional hire charges may apply
- ☐ All heating/air-conditioning have been turned off
- ☐ All windows are closed
- ☐ All lights are turned off
- ☐ All doors are locked and secure