

Venue Hire Agreement Form Terms & Conditions

Thank you for choosing *The Medicine Wheel* for your event. We ask that you please read these Terms & Conditions carefully in order to proceed with your booking request or booking inquiry. Our Terms & Conditions provide you with a breakdown of what is involved in renting our event space, and your obligations should you proceed with a booking, which is subject to approval.

In this document, you may also be referred to as the 'Contractor'. The Medicine Wheel will be referred to in this Agreement as 'TMW'. And 'Attendees' refers to people who attend your event.

Unless otherwise stated these Terms & Conditions apply to you and form part of all Engagements with The Medicine Wheel at 45 Oxford Street, Bondi Junction, 2022, whether a printed version of these Terms & Conditions has been provided and signed by you for your Engagement with The Medicine Wheel or whether you have viewed and agreed to them on The Medicine Wheel's website (www.themedicinewheel.com.au) as part of your *Venue Hire Application*.

The Agreement shall commence on the date, when The Medicine Wheel receives your approval of the Terms & Conditions, and will pertain to either a periodic or one-time rental of the venue space at 45 Oxford St, Bondi Junction.

REQUIREMENTS FOR APPROVAL:

- ▶ TMW requires an emailed copy of the Contractor's certificate for public liability and indemnity insurance, covering an amount that will exceed any potential damages, either to the participants or to the property where the event is held.
- ▶ The insurance coverage must relate directly to the Contractor's professional practice and the type of event the Contractor is facilitating at The Medicine Wheel.

- ▶ If necessary, a copy of the Contractor's updated First Aid Certificate shall be emailed along with the insurance policy to info@themedicinewheel.com.au.
- ▶ The Contractor's insurance documents must be valid past the event date(s).
- ▶ The Contractor's event offerings will be evaluated for suitability. This will be based on whether the application falls under TMW ethos, and whether the space will be suitable for the Contractor's event requirements.

PAYMENTS:

- ▶ The booking payment needs to be made in full before the Contractor's booking can be confirmed.
- ▶ Full payment needs to be received by TMW no later than the invoice due date. If full payment is not received by the due date, the booking may be cancelled with notice to the Contractor.
- ▶ All Payments are made through Direct Deposit. The invoice number needs to be included in the payment reference box. Payment details will be provided at the bottom left side of the invoice.
- ▶ Proof of payment needs to be sent to our email info@themedicinewheel.com.au when the bank transfer has been made.
- ▶ Any overtime usage of the space (subject to approval) will incur additional fees payable after the event at TMW reception.
- ▶ **Refunds** are applicable for events cancelled or rescheduled more than 21 days in advance. For bookings cancelled or rescheduled 21-31 days in advance, 50% of the booking payment(s) is refundable. For bookings cancelled or rescheduled 31 days or more in advance, 75% of the full booking payment(s) is refundable.

ADVERTISEMENT:

- ▶ Advertisement for the event the Contractor is applying for, is the Contractor's responsibility. TMW has no obligation to promote the Contractor's event. The

contract is based solely on a venue hire. Any collaborations with Contractor's will be done at TMW's discretion.

CANCELLED EVENTS

- ▶ Any event which is run at TMW centre that is cancelled by the Contractor, guarantees TMW that all participants will receive a full refund of monies paid towards the event, **within 5 business days** of the cancelled event.
- ▶ The Contractor agrees to inform the TMW prior to informing any participants of cancellations made to their event.

CONTRACTOR'S DUTY OF CARE:

- ▶ The Contractor must provide attendees of their event with information regarding any possible **health contraindications** which would make the attendees participation a risk to their health and wellbeing. This information is to be clearly stipulated within the event page link. Any contraindications and injury prevention measures must also be explained to the attendees in person prior to the commencement of the event.
- ▶ The Contractor will use all precautionary measures to ensure a safe working environment.
- ▶ The Contractor is prohibited to use any open flames which place people and the building at risk of a fire.
- ▶ The Contractor must familiarise themselves with the exits and the location of the fire blankets, first aid kit and fire extinguishers incase of an emergency.

ACCESS TIMES:

- ▶ The Contractor will be timely and organised and set up prior to their attendees arrival at TMW venue.
- ▶ The bump-in and bump-out is included in the time hired out by the Contractor.

- ▶ Any additional time spent outside of the event booking times, will incur a charge payable at the completion of the event. Overtime usage of the event room after 9pm will incur late night charges.
- ▶ Should the organisers or Contractor want to extend their booking times, permission from management at reception would be required.

USE OF GENERAL SPACE:

- ▶ It is the Contractor's responsibility to ensure that other events and sessions held at the TMW during the time of their event are free of any noise disruptions. All efforts will be made to minimise the impact of noise to respect the tranquility of the space during general business hours. This may not apply to certain events held outside of normal operating hours.
- ▶ Kitchen access is only permissible to the event staff with approval, and the doors must remain closed to minimise disruption to one-on-one sessions.

THE CONTRACT

- ▶ The Contractor is responsible for damages they or their attendees directly cause to the property, building, structure and/or furniture through acts of negligence. The amounts incurred from damages related to any of these will be paid by the Contractor.
- ▶ Notwithstanding anything herein contained to contrary, TMW reserves the right to terminate this Agreement should the Contractor breach any of the terms and conditions, or for any reasons deemed by the organisers, as being valid for terminating the Agreement. In this situation, the Contractor will be given written notification by email.
- ▶ TMW and any of its staff, will not be responsible for any claims made against the Contractor by the attendees/participants of their event(s).