

The Cube Wodonga

Non Ticketed Functions and Events Terms and Conditions



Abnormal Cleaning

- The Hirer is liable, on demand by The Cube Wodonga Management, to pay the full cost of any abnormal cleaning or any damage to property. This includes additional rubbish pickups for large events. Please refer to the current fees and charges schedule.

Access Times

- Access times must be confirmed prior to the event.
- Should the event extend past the agreed access times, The Cube Wodonga Management reserves the right to on-charge extra costs incurred to ensure the smooth operation of the event.
- The Hirer will continue to accrue additional venue hire and staffing charges on an hourly basis (or part thereof) until all guests have left the building.

Alcohol

- The Cube Wodonga is a Licensed premises.
- BYO events are not permitted.
- Liquor service for a function is limited to a maximum of 5 hours continuous service.
- Sale and/or service of liquor in The Cube Wodonga is only to be provided by The Cube Wodonga Cafe contractor.

Cancellations

- Should written cancellation be received by The Cube Wodonga Management more than four (4) weeks prior to the event, a cancellation fee shall be incurred, and the remainder of the deposit, if any, will be returned as per the current 'Fees and charges schedule'.
- When notification of cancellation is received by The Cube Wodonga Management in writing less than one month prior and more than seven (7) days to hiring, the amount retained shall be the full deposit.
- If cancellation is received by The Cube Wodonga Management less than seven(7) days prior to the date of the function the Hirer may incur the full cost of the function.

Catering

- No external catering (food and beverage) can be brought into the venue without seeking permission from The Cube Wodonga Management.
- Pre ordered catering options for your event must be selected at least two (2) weeks prior to the event and final numbers must be confirmed with The Cube Wodonga Management no later than Five (5) days prior to the event, including dietary requirements.
- Final charges are based on the numbers given or

the actual attendance – whichever is the greater.

- All catering request are to be booked through The Cube Wodonga Management.
- The bar is available for events. A fee will be charged if the minimum spend is not covered. Please refer to the current fees and charges schedule.

Community Catering

- Pre approved community Hirers who utilise the commercial kitchen are required to contact the councils environmental health team on 02 6022 9300 to obtain relevant Food Act registration for events where food is sold or deemed to be sold.
- Any equipment used is to be properly cleaned and put away after use and includes the polishing of all used glassware and cutlery. If not, the Hirer will be charged an additional cleaning fee. Please refer to the current fees and charges schedule.

Damage and Theft

- The Hirer shall be responsible for, and shall pay the cost, of any damage to The Cube Wodonga's property, fittings, furniture, curtains, stage or flooring, electrical and mechanical equipment incurred during the hiring period.
- The Cube Wodonga takes no responsibility for damage, loss or theft of any of the property of the Hirers, their employees, invitees or subcontractors, while such property is at The Cube Wodonga or within its precincts.

Deposit and Payments

- The deposit amount for the whole venue at The Cube Wodonga is \$250.
- The deposit amount for a meeting room booking is \$75.
- A booking will not be confirmed until the deposit is paid and the signed terms and conditions have been returned.
- If the deposit is not received within fourteen (14) days, the tentative booking may be released.
- The remaining balance of the booking will then be invoiced within ten (10) working days after the conclusion of the event and should be paid within 30 working days.
- Should the event details change, venue management reserve the right to requote.
- Prices in the quote are indicative only and final charges will be based on actual use.

Disorderly or Objectionable Behaviour

- Venue management may, at their discretion, prohibit any event which is objectionable, dangerous, contrary to the law or which would be detrimental to the public image or reputation of the City of Wodonga or The Cube Wodonga.

- Venue management reserve the right to ask individuals to leave the premises if disorderly or objectionable behaviour takes place in The Cube Wodonga or within its precincts.
- Equipment/Collateral and Decorations
- All equipment/collateral and decorations are to be cleared from the premises immediately following the conclusion of hiring. The Cube Wodonga Management reserves the right to charge additional venue hire for the length of storage time if equipment is not removed. Please refer to the current fees and charges schedule.
- Set pieces, posters, flags, shields or emblems shall not be erected, fixed, hung or displayed in or around the venue without the consent of The Cube Wodonga Management.
- Any damage associated with the removal of any such decorations will be made good by the Hirer at its expense.
- The Cube Wodonga Management reserves the right to reject any display which does not conform to a reasonable standard of presentation.
- The use of helium balloons and candles is not permitted without the express permission from venue management.
- The Hirer will be liable for any damage to the venues facilities, fittings and equipment due to misuse.

Indemnity

- The Hirer agrees to indemnify and keep indemnified the council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, arising from the Hirer's performance or purported performance of its obligations under the Hirer's agreement and be directly related to the negligent acts, errors or omissions of the Hirer.
- The Hirer's liability to indemnify the council shall be reduced proportionally to the extent that any act or omission of the council, contributed to the loss or liability.

Insurance

- The Hirer is required to provide a copy of their Public Liability insurance at time of booking. The policy should be in the name of the Hirer, and provide coverage for an amount of at least \$10 million. The policy shall cover such risks and be subject only to conditions and exclusions that are approved by the council and shall extend to cover the council in respect to claims of personal injury or property damage arising out of the negligence of the Hirer.
- Temporary public liability cover can be purchased from the City of Wodonga for \$32 (including GST) should the Hirer not hold a current liability policy, which will be added to the final invoice.
- The Hirer will pay the public liability excess of

\$250 in the event of a claim against the Hirer under the temporary public liability policy cover.

Licensing

- The Hirer is responsible to apply for a Licence from APRA for public performance of copyright music, whether the performance is live or recorded.
- A copy of the APRA Licence Agreement must be provided to The Cube Wodonga.
- All licenses, copyright permissions, registrations or rights to perform, must be obtained prior to booking prior to the event.

Marketing

- The Hirer is responsible for designing, printing and distribution of their marketing materials for their event.
- The Cube Wodonga will promote events where appropriate, through our marketing channels, where information and images are provided on time.
- Marketing material promoting the Hirer's event at The Cube Wodonga needs to include:
The Cube Wodonga
118 Hovell St, Wodonga
(02) 6022 9311
www.thecubewodonga.com.au
- The Cube Wodonga logo should be included on any marketing material, but must be used in accordance with the usage guidelines. (This can be provided). All marketing material should be proofed by The Cube Wodonga Management prior to printing to ensure it meets the guidelines.

Merchandise

- With prior notice, and space permitting, merchandise can be sold for an event.
- The Hirer will provide their own staff for this or upon an advanced request and availability, the venue can provide the required staff at cost to the Hirer. Please refer to the current fees and charges schedule.
- The Hirer will pay The Cube Wodonga an amount equivalent to 10% of the gross sales revenue for such merchandise sold, at the completion of the event.
- The Cube Wodonga will not be held responsible for monies/valuables or stock requested to be held on the premises prior to, during or post event.

OH&S

- Occupational Health and Safety is the responsibility of all parties.
- The Cube Wodonga promotes safe work practices and all employees and Hirers will actively participate in safe work practices and undertake a safety induction (including emergency evacuation procedures) prior to any work/set up taking place.
- Hirers must adhere to all venue operating procedures and policies in regards to Occupation

Health and Safety. The Hirer must ensure that all displays and equipment are installed in a manner which does not cause risk to the public or the venue, and abide by any instructions from venue staff concerning manual handling, risk minimisation and public safety in this regard.

- All electrical equipment brought into the venue must display evidence of a current electrical safety check. Venue management reserves the right to reject any equipment that it deems unsafe whether tagged or not.

Smoking

- Smoking is not permitted anywhere inside the building or within 10 metres of the entrances to the building including the ramp access. The Hirer must ensure that people attending the function or on site adhere to the no smoking rule.

Staff

- All supervising staff are to be provided by The Cube Wodonga as per the fees and charges schedule.
- Volunteers can be provided by the Hirer if they are deemed competent by venue management, to assist the venue staff, this must be approved prior to the event. In the instance of Volunteer ushers, training will be provided.
- Venue management reserve the right to exercise a duty of care by implementing control and security measures at the Hirers expense for the orderly and safe conduct of the function.

The Cube Courtyard bookings

- All event food vendors must be pre approved by The Cube Wodonga Management prior to the event.
- Tea and coffee providers are NOT allowed to sell/ give away product on site unless pre approved by The Cube Wodonga Management.
- All vendors must have current Public Liability insurance for \$10 Million.
- All vendors must be registered on "StreatTrader".
- All rubbish needs to be removed at the conclusion of the event by the event organisers.
- A cleaning fee of \$680 may be charged if paved area is soiled by any activities held by event and require pressure washing.

Venue security/access

- The Hirer will pay for security guards for events attracting more than 200 patrons, for both alcohol and alcohol free events. Please confirm with The Cube Wodonga Management.
- Should the Hirer require a swipe card (key) to the venue, The Cube Wodonga Management will issue a maximum of (2) two swipe cards. The Hirer will nominate a responsible person to sign the card in/ out and provide their contact details.
- Should the card be lost the venue needs to be notified immediately.
- An administration fee of \$50 will be added to the final invoice should the issued cards not be returned at the conclusion of the event.

**Please carefully read all the terms and conditions enclosed in this document.
By Signing here you are agreeing to all the terms and conditions outlined by
The Cube Wodonga Management.**

Event Name: _____

Event Date: _____

Date: _____

Name: _____

Signature: _____

I would like to receive future emails about conferences and events at The Cube Wodonga.