



ASSEMBLY YARD CONDITIONS OF HIRE AND VENUE INFORMATION

1. ASSEMBLY YARD VENUE

- Hire of our venue is inclusive of 2x spaces. The internal warehouse space (215m²) and the external yard space (1500m²). The internal space has a high-pitched roof with steel geometric framing and a large barn door that leads to the external yard. The yard is a combination of a grassed zone (rolling grassed hills) 500m², crushed limestone aggregate courtyard, concrete stage and landscaped gardens.
- The hire of the venue excludes the working spaces beyond the partition wall. Unless prior arrangements are made, these areas are prohibited. Having their bond forfeited will penalise any hirer that fails to comply with this.
- The internal warehouse space has a maximum seating capacity of 160 or a standing capacity of 200. The external courtyard has a capacity to seat 300. (The hirer is at will to choose the best format for their event, or as required to please their client).
- For any bookings of 200 people or over, it is a requirement that Assembly Yard are made aware of the type of event scheduled, and a proposal be submitted that clearly details the event. This requirement is related to noise management, security, toilets and power.
- Please note that Assembly Yard is venue that will continue to improve its appearance and may undergo changes or renovations from the time of booking. Any clients that have confirmed bookings will be notified of these amendments to the venue.
- Assembly Yard reserves the right to re-post and re-distribute photos of our venue that reach social media.

2. BOOKING, CHARGES, BOND AND DEPOSITS

- Applications for hiring the venue at Assembly Yard is done via email to assemblyyard@gmail.com.
- By accepting the quote and processing the payment – you are agreeing to the terms and conditions of our hire. You will also be required to sign an agreement before the event detailing the use and care of the property, at this time you will receive Standard Operating Procedures (SOPs) for all contractors/consultants/designers that will frequent Assembly Yard in preparation of, during and post event. Assembly Yard will require the hirer to provide a completed booking form detailing the nature of the event and activities to be conducted on the premises during the period of hire.
- A venue booking is not confirmed until Assembly has received a non-refundable deposit of 50% of the hire fee plus GST.
- Venue Hire balance must be paid in full 60 days before the venue hire. If you are booking within this period, we will require full payment up front.
- A cleaning fee will be charged and will be reflected on the quote/invoice.
- The agreed bump out time must be adhered too. Failure to do this will result in the loss of all or part of your bond.
- A refundable security bond will be charged. Please supply your bank details so the Bond can be refunded after the event should the premises be left as they were found.
- Security personnel are required (at the cost of the hirer) for events with a large number of attendees (as determined within reason, by Assembly Yard) or for events aged 21years and younger.

CANCELLATIONS

- If a hirer cancels a booking between 60 and 30 days before the event, the hirer forfeits 50% of the hire cost, less any bond paid.
- If a hirer cancels a booking less than 30 days before the event, the hirer forfeits 100% of the hire cost, less any bond paid.

3. THE HIRER

- The person who signs as the contact person will be the person who takes responsibility on behalf of him or herself of the named organization. This person must be over 21 years of age. The person who signs as contact person must have the authority to do so if they are signing on behalf of an organisation. The contact person agrees to ensure the conditions of hire are adhered to.

4. DISPOSAL OF RUBBISH

- It is the responsibility of the hirer to leave the premises as they found it. Failure to do this will result in the loss of all or part of your bond.
- All rubbish must be separated into recyclables & landfill if utilising Assembly Yard waste removal service. Failure to do this will result in the loss of all or part of your bond
- NO food must be left onsite unless securely in a green lidded bin.
- Litter, especially cigarette butts, glass and broken crockery, left in the courtyard and or gardens is not acceptable.
- Please note that Assembly Yard does not provide bin bags for use by the hirer.

5. CLEANING

- Use of confetti is prohibited outdoors.
- It is the responsibility of the hirer to leave the premises as they found it.
- The cleaning fee does not cover the picking up of rubbish, food or cigarette butts or the cleaning out of the fridges.
- The cleaning fee is an industrial cleaning service and reasonable for all surface cleaning of the internal warehouse only. Litter, especially cigarette butts, glass and broken crockery, left in the courtyard and or gardens is not acceptable.
- Failure to do this will result in the loss of all or part of the bond.

6. CONSUMPTION OF LIQUOR AND BEVERAGE

- The hirer shall not sell any liquor, beverage, food or refreshment on any part of the premises hired unless specifically approved by Assembly Yard and with the appropriate licenses, permits and Responsible Service of Alcohol legislative requirements. For information: www.rgl.wa.gov.au. A copy of all certificates and licenses to be forwarded to Assembly Yard prior to commencement of event.
- For the serving of any liquor on the premise, the hirer must consult with their contractors or caterer/s to ensure Approved Manager and staff serving alcohol have approved certificates related to the supervision and Responsible Service of Alcohol.

7. REFRIGERATION and other EQUIPMENT

- Assembly Yard can provide for use by the hirer access to the cool room. All spaces used within the fridge must be left clean and free of food or drink.
- Assembly Yard is currently working on accruing equipment for hire by the hirer, please liaise with us for updates and current equipment lists.

8. INSURANCE

- The hirer shall keep Assembly Yard indemnified against all losses, expenses, liabilities, claims and damages incurred as a result of, or arising out of the hiring of the premises, and/or whether caused by an act or omission of the hirer, its servants, agents, or invitees or any other person whomsoever. Assembly Yard 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.
- Assembly Yard does not provide insurance cover to cover the hirer's 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 Assembly Yard with the valid Public Liability Insurance certificates held by all companies or suppliers that will access to or have equipment onsite.

9. OBSERVANCE OF LAWS

- The hirer shall comply with the provisions of all Acts and Regulations applicable to the hirer, including the Health Act, Occupational Health and Safety, the Local Government Act and any regulations made there under and shall indemnify and keep Assembly Yard indemnified against all losses, expenses, liabilities, claims and damages incurred as a result of the hirer's breach of any such Act, Local Law Statue or Regulation.
- The hirer shall be responsible for maintaining good order in and around the premises during the period of hiring.
- Emergency Exits must be kept free from obstruction at all times.

10. CARE AND DAMAGE OF PREMISES AND EQUIPMENT

- This includes the venue spaces and surrounding outdoors area and equipment belonging to Assembly Yard. The hirer is responsible for all damaged equipment in the hired premises including furniture, fittings, walls and floors during the hire period. A bond payable by the hirer will be levied by Assembly Yard and will be forfeited where hirers are deemed negligent in this regard.
- The hirer must ensure that event participants or clients keep off all garden beds at all times and that the mulching station, caterer service areas and businesses that are housed beyond the partition wall of Assembly Yard remain out-of-bounds. Plants, plant materials and other organic material should not be tampered with in any way and must not be removed from the site. Except for fair wear and tear, the hirer shall be liable to Assembly Yard for any damage to premises, gardens, or to any fittings, equipment, furniture, or other property, which occurs during the hire. Assembly Yard may carry out

cleaning, rubbish removal or other such works, at the expense of the hirer, as may be required to return the premises to the condition before the hirer's use.

- The hirer is responsible for ensuring that all lights and other electrical equipment used in the hired premises are tagged, safe, and turned off after use. All property and equipment brought onto the premises by the hirer must be removed from the premises immediately upon vacating the space or at a date that was mutually agreed by Assembly Yard. Any property not removed may be disposed of by Assembly Yard at the cost to the hirer.

11. SMOKING ON-SITE

- Assembly Yards internal warehouse is strictly non-smoking. We prefer no smoking on premises, but we can provide you with a 'Designated Smoking' sign for you to place outdoors at your discretion. It is the responsibility of the hirer to supervise and provide sand buckets for the disposing of cigarette butts. Disposing of cigarette butts on premises outside the designated areas by the hirer or any of the hirer's guests may result in the forfeiture of the hirer's bond in full.

12. PUBLICITY

- 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 Assembly Yard unless clear partnership arrangements have been established.

13. DISPUTES

- Any disputes between the hirer and Assembly Yard arising from or in relation to any hiring of the premises from the Term and Conditions of Hire may be referred by either party to an independent arbiter of choice for determining whose decision shall be binding on all parties.

14. CHILDREN

- While children are always welcome at Assembly Yard, children must be supervised at all times by a responsible adult.

15. OTHER LIMITATIONS ON USING ASSEMBLY YARD

- Other limitations are based on the possibility of there being an adverse impact on other organisations, patrons in the buildings or within the site, neighbouring organisations and Fremantle residents. This includes but is not limited to: Excessive noise; Antisocial and illegal activities, i.e. consumption of alcohol, illegal drugs, offensive language, display of offensive material, and racial vilification; Impediments to the free movement of pedestrians, including those with disabilities; Impediments to emergency access/egress, including vehicles and potential damage or defacement to structures and facilities.

- Assembly Yard has residential neighbours that are impacted on by excessive noise from hire of the venue and it is necessary that a noise management plan be followed as required.

By booking our venue, you agree to these terms and conditions and will be required to sign an agreement that outlines all SOPs prior to your event.