



## 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 (215m<sup>2</sup> which includes a Production Storeroom) and the external yard space (1500m<sup>2</sup>). 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) 500m<sup>2</sup>, 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 166 or a standing capacity of 180. 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 [hello@assemblyyard.com.au](mailto:hello@assemblyyard.com.au)
- A site visit with an Assembly Yard representative is mandatory prior to proceeding with the hire of the venue.

- 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 Yard 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 21 years and younger.

### **3. CANCELLATIONS**

- If a hirer cancels a booking up to 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.
- If a hirer wishes to change the booking date, a transfer fee will apply.

### **4. 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.

### **5. 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.
- Assembly Yard will provide x4 bins for the hirer to use. The hirer must provide bin bags and wash the bins where required.
- 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.
- There is to be NO water or ice disposed of on the courtyard limestone. The hirer must use the drain or dispose of water or ice on the grassed areas.

## **6. 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 a commercial cleaning service and responsible for all surface cleaning (walls and floors) of the internal warehouse plus toilets 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.

## **7. ON THE DAY COORDINATION AND PLANNING SERVICES**

- Assembly Yard offers the hirer the option to engage the venue and its staff for 'On the Day Coordination' or 'Planning' services. The add-on packages are designed to assist the hirer and their vendors get the most out of the venue in terms of placement, design and aesthetic.
- The hirer is under no obligation to purchase these add-on packages and, Assembly Yard welcomes any third-party Coordinator or Stylist to operate at the venue.
- The hirer must understand that the venue and its staff will not be the point of contact for on the day if the venue is not engaged for its 'On the Day Coordination' or 'Planning' services; meaning that the hirer must nominate a person or be it themselves to be present at the point of bump-in for contract/venue handover and for the duration for the setup for the event.
- The hirer will not leave the venue unattended during the day, meaning a nominated person must be at the venue for the duration of the setup for the event and until such event begins.

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- If your event requires additional staff to deliver and execute the client's aesthetic, Assembly Yard will discuss and charge accordingly.

## **8. 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](http://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.

- The hirer is to ensure that Bar and Serving staff (who have current RSA certification) are to stay until the end of service and curfew of the venue. Under NO circumstances are staff to leave prior to venue curfew and an open bar system comes into effect.

- The hirer is to ensure no drinks are to be on to the dance floor due to health and safety requirements.

## **9. SOUND MANAGEMENT**

- All dance floors must be located inside the internal warehouse space to ensure compliance of noise as set and regulated by the City of Fremantle for all venues in Fremantle.

- Curfew times are: Sunday through Thursday 10:50pm with sound being turned down at 10pm. Friday and Saturday 11:50pm with sound being turned down at 11pm. These times are set and regulated by the City of Fremantle and this information must be passed on to the hirers DJ. Any live music is to be finished by 10pm, otherwise any other arrangements must be approved by the venue. Failure to comply with the sound requirements of the venue will either be the event cut short or the power supply terminated.

- The venue representative will liaise with the DJ including sound checks to ensure compliance of noise is achieved as set and regulated by the City of Fremantle.

## **10. REFRIGERATION and other EQUIPMENT**

- Assembly Yard can provide for use by the hirer access to the cool room (x4 shelves to the immediate left plus any floor space. All spaces used within the fridge must be left clean and free of food or drink.

- Assembly Yard shares the cool room with The Little Posy Co, the hirer must not move or damage any equipment or inventory that is not theirs or in use for their event.

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- Assembly Yard is currently working on accruing equipment for hire by the hirer, please liaise with us for updates and current equipment lists.
- Assembly Yard has a production store room available for the hirer and immediate family only to use and vendors who require access. The hirer, their family and their vendors must not consume food or drink in the store room and only use the areas designated to them for their occupancy at the venue.

## **11. 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.

## **12. 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 Statute 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. They are located internally on the NORTH wall and to the SOUTH EAST through the production store room.

## **13. ENTRANCE**

- There are x2 entrance points into the venue. Guest Entrance and Services Entrance. All vendors must use the Services Entrance other than a Food Truck and Drinks Caravan with whom must seek approval and provide a dedicated time schedule by which they will have access to the venue.

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- All other vendors must use the Services Entrance and Loading Dock and cart their equipment into the courtyard and factory. Failure to comply will result in loss of Bond.

#### **14. 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 materials 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.

#### **15. SMOKING ON-SITE**

- Assembly Yard is a NON-SMOKING venue. This applies to cigarettes and vapes.

- The hirer must provide ashtrays or sand buckets if their guests plan to smoke during their occupancy.

- The hirer must put sand buckets out the front of the property under the front gate spot-light. To be clear, there is to be no smoking within the venue.

- Disposing of cigarette butts on premises outside the designated areas by the hirer or any of the hirer's guests will result in the forfeiture of the hirer's bond in full.

- The venue will not be responsible for picking up, collecting and disposing of any cigarette butts. All rubbish related to smoking is the responsibility of the hirer and failure to comply will result in loss of bond.

## **16. 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.

## **17. DISPUTES**

- Any disputes between the hirer and Assembly Yard arising from or in relation to any hiring of the premises from the Terms 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.

## **18. CHILDREN**

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

- For any birthday parties held at Assembly Yard, all bouncy castles must be installed inside (indoors), must be installed by a reputable vendor with the right insurances and must provide ample soft padding for any falls of any kind.

## **19. 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. excessive 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.

- If Assembly Yard has reason to believe that a function will have an adverse effect on the venue, its security or reputation, it reserves the right to cancel the event.

## 20. COVID 19

- Assembly Yard must comply with all restrictions imposed by the Western Australian government regarding Covid 19. Please refer to <https://www.wa.gov.au/> for the latest Covid 19 restrictions and advice for WA.
- We urge all hirers to move ahead with their bookings unless the venue is unable to host due to WA government-imposed restrictions. Our cancellations policy applies if hirers choose not to host when we are able to.
- We will permit bookings to be rescheduled only if the following people cannot attend because they are infected with Covid 19 or are required to isolate because they are a close contact of an infected person: the bride, the groom, parents of the bride, parents of the groom. Our cancellations policy applies if hirers choose not to go ahead due to a guest not listed above contracting Covid 19 or having to isolate.
- Hirers should communicate with guests ahead of their booking to urge anyone who is feeling unwell on the day to not attend and to adhere to WA government advice regarding exposure sites.

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.