

stick n' stone

Terms and Conditions

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1. **Payments:** All payments are non-refundable
2. **Space Hire OH&S:** All hirers agree to ensure that they and all their clients remain safe and secure at all times whilst hiring the space. Stick n' Stone assumes no responsibility for harm due to the unsafe use of equipment provided, negligence and/or undue care and attention of customers and their clients.
 - All hirers will assume full responsibility for all losses and damages to the premises that may occur for the duration of their time within the space.
 - All hirers must ensure that the workshop space is left as they found it.
 - Any equipment, furnishings, props, materials and/or additional Stick n' Stone property, must be properly stored away (as originally found), and all chairs and tables are returned to their original placement within the space.
 - If the kitchenette has been used, we request that it be left in the condition that it was found. The kitchenette is a shared facility with Stick n' Stone Team. All hirers will have access to the kitchenette, but are responsible for "stocking" with food and/or drink, napkins, plates, drinking cups, etc. for their clients.
3. **Workshop OH&S:** All instructors and workshop presenters agree to ensure that they and all their students and clients remain safe and secure at all times whilst in the workshop. Stick n' Stone assumes no responsibility for harm due to the unsafe use of equipment provided, negligence and/or undue care and attention of the instructors, workshop presenters or attendees.
 - All instructors and workshop presenters will assume full responsibility for all losses and damages to the premises that may occur for the duration of their time within the space.
 - All instructors and workshop presenters must ensure that the workshop space is left as they found it.
 - Any equipment, furnishings, props, materials and/or additional Stick n' Stone property, must be properly stored away (as originally found at the beginning of the Workshop), and all chairs and tables are returned to their original placement within the space.
 - If the kitchenette has been used, we request that it be left in the condition that it was found. The kitchenette is a shared facility with Stick n' Stone Team. All instructors and workshop presenters will have access to the kitchenette, but are responsible for "stocking" with food and/or drink, napkins, plates, drinking cups, etc. for their individual students or clients.

- 4. Advertising/Photography/Video:** All hirers must seek permission prior to using Stick n' Stone for promotional photography or video recording. When photography/video permission is granted, Stick n' Stone must be acknowledged in any promotional material. When advertising workshops/events, the business name Stick n' Stone is required to be used on promotional material/advertising in print or web media.
- 5. Bump In and Bump Out:** Stick n' Stone staff are not responsible to help with bump in or bump out or set up of the space.
 - A 15 minute only bump in bay is available for customers
 - Bump in must be arranged 1 week prior for large bump-ins
 - There is a 2 car limit in The Yard at all times
 - Speed limit of 5 km per hour
 - Must beep when entering and leaving the premises
- 6. Cancellations:** If the booking is cancelled by the organiser, the hire fee will be retained. At least 24 hrs notice must be given before cancellation for opportunity to re-book. In the circumstance your event is cancelled by Stick n' Stone, you will be given notice in writing within 14 working days of the booking cancellation.
- 7. Parking:** Parking is available on Renwick Street and Carrington Road. Stick n' Stone driveway must always be clear unless bumping in or out, which needs to be done in a timely manner and outlined on your run sheet.
- 8. Cleaning:** With all bookings we provide a designated bin for customers. Excess rubbish must be removed at your own cost, or a disposal surcharge will be charged, and must be paid on the day. A \$300 cleaning fee will be charged if the space is not left in its original state, e.g. presence of dirt, confetti, glitter etc.
- 9. Alcohol and Tobacco:** Organisers are held responsible for the behaviour of their guests.
 - Any disorderly behaviour including intoxication, violence, property damage, disobedience of the law or breaching the rules of the space may result in the patron being requested to leave.
 - Smoking is only permitted where signs are placed. The organiser must ensure that guests are smoking only in the designated areas.
 - Stick n' Stone reserves the right to remove any persons not obeying these rules.
- 10. Right to refuse entry:** At any time the supervisor may refuse entry to those people it deems a risk or unsavoury in character. At no time will the booking be refunded in this case.
- 11. Other:** Smoke machines, special effects, balloons and/or pyrotechnics cannot be operated without prior approval due to fire and safety regulations and the effect on smoke detectors. Should the Fire Brigade or other emergency services be called to respond to an alarm in the hired room which has been set off by such activity, the client will be liable for any charges incurred by such an incident.
- 12. Complaints and Disagreements:** Whilst we try to ensure every booking runs smoothly, sometimes there can be a few issues. Complaints or disagreements need to be made in writing within 7 days after the booking to hello@sticknstone.com.au. We ask that you discuss any issues with us directly so we can assist you further.
- 13.** Management reserves all rights to change, amend, modify, suspend, continue or terminate all or any part of this contract or booking plan either in an individual case or in general, at any time without notice.

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

“addressee” = Is the client whom of which has been invoiced and/or has provided the email address to

On acceptance of booking, it is deemed it is a legally binding release of liability and assumption of risk agreement (the Release), made by addressee, to the assigned client that this document to addressed to, the hirer and Stick n' Stone (the Owner). The Addressee, fully recognises that there are risks to which they may be exposed by being present in the Owner's space and participating in or conducting a event or activity, including but not limited to slipping on the floor, tripping over a cord, hitting an overhead lighting support system, and other similar action. With full understanding of the risks involved and despite this Release, the addressee is voluntarily entering the Owners space and is am willing to participate in or conduct the Activity. Addressee therefore agree to assume and take upon themselves all of the risks and responsibilities in any way associated with this Activity. In consideration of and in return for services, facilities, and other assistance provided to the addressee by the Owner, to the maximum extent permitted by law, release, waive, discharge claims, exempt and hold harmless the Owner, his associates, and his family members from any and all liability, claims and actions that may arise from injury, sickness or harm to me from whatever source, from legal entanglements, imprisonment, death or from damage to my property in connection with this Activity, and will not hold the Owner, his associates, and his family members responsible for the same. the addressee verifies that they will be responsible for any medical or legal costs incur as a result. The addressee understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act by the Owner, his associates, and his family members, including but not limited to negligence, mistake, or failure to supervise. The addressee recognizes that this Release means they are giving up, among other things, rights to sue the Owner, his associates, and his family members for injuries, damages, or losses may incur while participating in or conducting this Activity. The Addressee agrees that this release shall be legally binding upon them personally, all members of their family, their heirs, successors, executors, administrators, assigns, beneficiaries, and legal representatives. The addressee further represent have the authority to do so and that their heirs, assigns, and beneficiaries will be estopped from claiming otherwise because of my representations to the Owner, his associates, and his family members.

“Owner” OBLIGATIONS AND LIABILITY

Any performance characteristics or specifications given are provided by the manufacturers of the Equipment. We are under no liability for damages for the Equipment failing to attain those characteristics or specifications. Any written guarantee is subject to the recognized tolerances as applicable to such Equipment and their specifications. are not liable for any damage to the Equipment or Your property caused during the delivery or installation of the Equipment, where such damage is caused at the Site. We will however take all due care when visiting the Site. are not liable to You for any loss, damage, injury or loss of life arising out of, or incidental to, the provision of the Equipment or access to the Studio regardless of whether or not such loss or damage is caused or contributed to by any default, omission or negligent act on our part, or our servants or agents. Though the unenforceable provision had never been contained herein, are not under any liability to you if we are unable to provide the Equipment or Studio either at all or in part to you by reason of fault, damage, fire, accident, theft, loss, flood, storm, tempest, earthquake, strike, industrial dispute, war, hostilities, riot, Act of God or any Government act or regulation (whether Commonwealth, State, or Local) or any cause beyond our reasonable control. In no event is the “owner” liable for special, indirect, incidental, consequential or punitive damages, or losses of any nature (including costs or expenses), lost profits, opportunity costs, or failure to realise anticipated savings

BY BOOKING the addressee agrees to have carefully read and fully understand the contents and legal ramifications of the entire Release; they fully understand it and agree to be legally bound by signing it of their free act. The addressee agree that if any portion of this release is found to be void or unenforceable, the remaining portions shall remain in full force and effect and the remainder of this Release will then be construed as though the unenforceable provision had never been contained herein. BY BOOKING THE ADDRESSEE BY DEFAULT HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

BY BOOKING the addressee are responsible for any damage, loss or replacement of equipment during the hire period, FULL PAYMENT OF DAMAGE MUST BE PAID WITHIN 7 DAY ELSE 25% surcharge will be added. .