

Foke Studios Booking Terms and Conditions.

Booking

- Foke Studios is available for hire on a per hour or per day basis.
- Minimum hire periods are 4 hours.
- To secure your room booking with Foke Studios you must complete our [booking form](#) which includes agreeing to these [Terms and Conditions](#), and pay the invoice for the hiring fees on or before the due date.
- If you are booking on behalf of your company or organisation, you acknowledge and agree that you have the authority to make the booking on their behalf. If you do not have the appropriate authority, you accept personal responsibility for the booking including for payment of the hiring fees and any other amounts that may become payable under these Terms and Conditions. You agree that you personally will be responsible for all amounts that will be payable if the booking is cancelled within the non-cancellation period.

Payment and Confirmation

- Payment is to be made as an EFT Transfer.
- You are expected to ensure your booking runs to the timing that it has been booked for. If you arrive early or leave beyond your booking time you will automatically be invoiced for the extra time in the room.
- If on the day you attend for your booking your event runs over time and further fees become payable, or damage is caused to any of the rooms you or your guests have used, we will issue you a further invoice for the additional time or the cost to repair the damage, as the case may be, which will be payable within 7 days.

Cancellation

Foke Studios would share your disappointment if your booking were to be cancelled, however the following fees would be applicable:

Cancellation less than 48 hours prior to the event incur a cancellation fee equal to 50% of the room hire.

If you need to cancel your booking, you agree that Foke Studios is authorised to retain the amount you have paid, or the relevant portion of that amount, to cover the applicable cancellation fees as set out above.

- We do not move bookings. If you need to change the date of a booking you will need to cancel your original booking and re-book, subject to availability. If you cancel a booking that has been confirmed because you have paid for the first booking, the fees that have been paid in respect of that first booking can be credited to the new booking, allowing the new booking to be confirmed immediately. If however cancellation fees are payable in respect of the first booking, the second booking will not be confirmed until the relevant fees for that booking have been paid.

COVID-19

In the event of Government Imposed restrictions on meetings and events due to a COVID-19 outbreak, resulting in the event being unable to be staged, Foke Studios will work with the client to reschedule to a future date. If the event is legally able to be staged in a modified format (e.g. with social distancing) but you decide not to proceed, standard cancellation terms will apply.

Booking Inclusions

- Fees include GST.
- For a full list of inclusions please review the gear list.

For clarity, the following is NOT included: Any additional equipment such as a laptop or extra projection equipment

- Food and/or drinks
- Extra time for setting up and/or packing down. Please take this into consideration in your hire period.
- Any staff and/or equipment
- Additional room turn arounds, beyond the initial setup.

Your General Obligations

When hiring Foke Studios, you are responsible to:

- Ensure you have a certificate of currency documenting that you hold a valid Public and Products liability insurance for a minimum value of \$10,000,000 for

the duration of the booking. You may be asked to provide this at any point prior to your booking.

- Keep all equipment belonging to Foke Studios in the premises and in good condition.
- Ensure that the venue is not used by a third party or for any other purposes other than agreed upon.
- Ensure your event does not impact the community or surrounds in any way including but not limited to loud noise, large crowds.
- Ensure that your employers, contractors, volunteers and guests practise good housekeeping and take responsible care to ensure health and safety.
- Keep a record of all persons attending and in the case of an emergency, ensure their safe evacuation from the building.
- Ensure that any electrical equipment brought in is tagged by an approved electrician.
- Ensure that no illegal or offensive activities take place during your booking at Foke Studios.
- Ensure that no fixtures are added to the walls including but not limited to bluetac, postits, tape, nails or other.
- Ensure that no flames, smoking, vaping, fixtures or anything that can cause damage to the venue is performed by yourself or any of your attendees. This includes blutac on the wall.
- You are financially liable for any damages sustained by Foke Studios and/or its property whether through your own action or the action of your contractors, sub-contractors, guests or clients attending any event booked by you. For example, if you stain the carpet and we need to get the professional cleaners in to remedy this, we will invoice you for the cost of the cleaning.
- With specific regard to our mixing console, you are required to ensure all of your attendees follow clear instructions when using the mixing console. If you or your attendees do not follow these instructions and any part of the wall is damaged you will be liable for any repair costs.

General Rights

- Nothing in this agreement confers on you any rights as a tenant.
- BJ HOBART & TC HOBART & DC MERCER, can refuse to agree to hire the venue to anyone, without the need to divulge a reason.
- This agreement can be terminated by BJ HOBART & TC HOBART & DC MERCER at any time, by giving notice in writing. Any fees paid in advance will be refunded within 3 working days.
- Neither Foke Studios nor the client will disclose confidential information about the other without the other's consent. Confidential information includes but is not

limited to any proposal document, information, trade secrets, methodologies or documents that are not in the public domain.

Limitation of Liability

You indemnify BJ HOBART & TC HOBART & DC MERCER, its staff and representatives from and against any and all loss or damage whether direct or indirect (including loss of profits, damage to reputation and/or legal fees):

- That may be suffered by you, your employers, contractors, volunteers and guests during or in connection with your use and occupation of Foke Studios; and
- To Foke Studios or its property as a consequence of your use or occupation of Foke Studios.
- You are using and occupying Foke Studios (in whole or in part) at your own risk. You release to the full extent permitted by law, BJ HOBART & TC HOBART & DC MERCER, its representatives and staff from any and all liability resulting from any accident, loss, damage or injury to persons or property occurring at Foke Studios whilst occupied or used by you under this agreement.
- To the extent that the above release is, for any reason, ineffective, you agree that the amount of our liability to you will be limited to the total amount of the fees that you have paid to us in connection with your booking, or otherwise under these Terms and Conditions.

Interpretation

- Foke Studios is owned by BJ HOBART & TC HOBART & DC MERCER – ABN: 72350950620. The terms 'Foke Studios', 'us', 'we' or 'our' refer to BJ HOBART & TC HOBART & DC MERCER whilst the terms 'hirer' or 'you' refers to the person whose name listed on the booking form.
- 'Venue' refers to your respective booking space at Foke Studios, generally exclusive use of the premises.
- 'Event' refers to the activity you plan to run during your booking at Foke Studios.