

CONTRACT FOR HIRE OF STUDIO SPACE

IDENTITY OF STUDIO LOCATION

Birdcage Group LTD (“The Studio”) agrees to hire (“The Client”) the right to use the Birdcage Studios located at the following address 8/15 Carl Street Rural View QLD 4740, (“Property”) for purposes further defined in this Agreement.

The Studio warrants that The Studio has legal title to Property and the authority to enter into this Agreement binding the use of Property.

1. USE OF PROPERTY.

- 1.1. The Studio agrees to hire the Property for the Purpose noted in Attachment A (Use of Property).
- 1.2. The uses shall not violate any zoning, governmental, permitting, licensing, or other requirements applying to Property.
- 1.3. The Studio permits the Hirer to use the Property for the Hire Period and to access the Property.
- 1.4. The contract of hire does not create any lease or tenancy of The Studio Property but is merely a licence to occupy the Property for the agreed period.
- 1.5. The Studio reserves the right to remove any agents, employees, invitees, or contractors of the Hirer from the Property in the event that those persons break any obligations of the Hirer or engage in any conduct objectionable to The Studio.

2. FEES AND PAYMENTS.

- 2.1. The fees payable by the Hirer shall be those set out by The Studio.
- 2.2. The Studio has the right to update fees at any time without notification.
- 2.3. An invoice will be sent on confirmation of the booking.
- 2.4. Complete payment for all bookings must be made in advance, prior to the scheduled booking date.
- 2.5. Conditions of payment for specific booking types are noted in Attachment B (Booking Type).

3. RESCHEDULING AND CANCELLATION POLICY.

- 3.1. If The Studio cancels the booking, the Total Fees (including Venue Fees and Service Fees) will be refunded in full to the Visitor.
- 3.2. Conditions for cancellation and for specific booking types are noted in Attachment B (Booking Type).

4. ACCESS TO SPACE

- 4.1. The parties shall conduct an in-person walk-through of the property at a mutually agreed time, if required.
- 4.2. The Client will receive a unique access code for the door that can only be used during the booking time.

- 4.3. The Client agrees not to share this access code with anyone else.
- 4.4. If the Client needs to use the space longer than the booked session, or need to use an additional studio space, they must request permission by texting 0404 293 522.
- 4.5. All session durations are monitored using electronic keypad entry/exit times.
 - 4.5.1. If the Client exceeds the booked session duration, they will be charged accordingly.
 - 4.5.2. If the Client uses an additional studio space to that which they have booked, they will be charged accordingly.
- 4.6. The Client must ensure all doors are securely locked upon departure.
 - 4.6.1. Any damages suffered as a result of not locking the space securely will be the Client's responsibility.
- 4.7. The Client must pre-arrange and advise all deliveries, depending on other activities occurring at the venue.
 - 4.7.1. It is the Client's responsibility to inform the Studio of any additional access required.
 - 4.7.2. If safe storage is required for deliveries made prior to the event, the Client must inform the Studio before the event.

5. USING THE SPACE

- 5.1. As the Client, you are responsible for the behaviour of all your guests while on the property.
- 5.2. Please note, for your safety and the safety of the Client and their guests, security cameras are operational throughout the Studio. These are clearly visible and footage will be monitored during your booking.
- 5.3. No animals are allowed to be brought inside the Property by the Client without the express written permission of the Studio.
- 5.4. Children must be supervised by an adult at all times.
 - 5.4.1. The Studio is not responsible for supervision of children or injury or damage that occurs on the Property as a result of children not being supervised.
- 5.5. Illegal or immoral activities, including but not limited to gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, possession or use of firearms or other weapons, are strictly prohibited.
- 5.6. Nudity is strictly prohibited.
- 5.7. Smoking is not permitted.
- 5.8. Any candles used must have a candle base to prevent wax spillage and avoid damaging surfaces or property.
- 5.9. Any goods, properties or materials brought in by or on behalf of the Client are the responsibility of the Client.
 - 5.9.1. Postage of left items is at the Client's expense.
- 5.10. The Client must vacate the Property by the agreed time.
 - 5.10.1. Specific arrangements to extend must be confirmed by the Studio.
 - 5.10.2. Any extension of time or failure to vacate the Property at the agreed time shall incur an additional fee based on the hourly rate.
- 5.11. The Client must leave the Property in a clean condition.
 - 5.11.1. Failure to do so will incur additional cleaning charges.
- 5.12. The Client shall be responsible for the cost of any damage or loss caused to the objects, buildings, furniture, fittings, and equipment arising out of and/or in the course of The Client's Studio session

5.12.1. All goods, including gifts, flowers, decorations, and hire goods, must be collected by 10.00 am the following day unless prior arrangements have been made.

6. INCLUSIONS

6.1. Inclusions advertised on the website and marketing materials are subject to change without notice.

6.1.1. If the Client requires particular equipment/props/inclusions, they must confirm availability at the time of booking.

7. CATERING

7.1. The Client can choose their own catering supplier. The Studio also has recommendations available upon request.

8. LOSS, DAMAGES, AND SECURITY

8.1. The Hirer will be financially liable for any damages or loss caused by their guests or arranged suppliers/contractors to the venue, fixtures, furnishings, windows, or surrounding property.

8.1.1. Whilst we take all care, no responsibility will be taken for items brought onto the Property. This includes items belonging to clients, guests, or contractors.

8.1.2. Any formal security is at the cost of the Hirer.

9. TIME IS OF THE ESSENCE

9.1. For all time requirements listed in this Agreement, time is of the essence does apply.

10. AMENDMENT

10.1. The Agreement may not be amended except by the written agreement of Parties.

11. INTELLECTUAL PROPERTY AND RIGHTS

11.1. The Hirer shall own all rights of every kind in any works created as a result of the rights granted in this Agreement.

11.2. All revenues and proceeds received or due to be received by Hirer as a result of any rights granted in this Agreement.

11.3. Any moral rights associated with the production of any works created as a result of the rights granted in this Agreement.

11.4. Any other rights that would be reasonably inferred to be owned by the Hirer as they relate to the rights granted in this Agreement.

11.5. However, the Studio has full rights in perpetuity to use any images or videos of bookings and events hosted at the Studio for marketing purposes, unless otherwise agreed in writing.

12. FORCE MAJEURE

12.1. If there is any act of God, strike, epidemic or pandemic, lockout, labour condition, civil disturbance, riot, war or armed conflict, natural disaster, power shutdown (natural or human-made), declared state of emergency, issuance of any judicial order or decree that delays performance by Parties, the delaying Party shall be allowed a reasonable time to perform so long as the delayed performance does not substantially negatively impact the other Party.

13. GOVERNING LAW AND JURISDICTION

- 13.1. This Agreement shall be governed by the laws of Australia and any state applicable laws for Queensland.
- 13.2. Any claim or controversy arising out of this Agreement, whether by tort, by negligence, or by any other act or omission.

14. TERMINATION

- 14.1. This Agreement may be terminated early upon the mutual written agreement of Parties or upon the breach of a Party and the failure of that Party to cure the breach with 2 calendar days of the breach.

15. ENTIRE AGREEMENT

- 15.1. This Agreement contains the final and complete understanding of Parties with respect to the subject matter, and supersedes all other agreements between, whether written or oral.

16. ASSIGNMENT

- 16.1. This Agreement may not be assigned by Parties.

ATTACHMENT A: USE OF SPACE

MAIN GROUND STUDIO FLOOR STUDIO

MEDIA / PODCAST ROOM

HOT DESK

ATTACHMENT B: BOOKING TYPE

MAIN GROUND STUDIO FLOOR STUDIO

1. FEES AND PAYMENT

- 1.1. All payments for bookings must be paid in full prior to your booking date.
- 1.2. A 50% deposit must be paid at the time of booking to secure the date.
- 1.3. The remainder of your payment must be made at least 14 days prior to your booking, or at the time of booking if it falls within this period.
- 1.4. All bookings will incur a \$ 25 Service & Administration fee.
- 1.5. There is a minimum 2 hour booking period for all bookings
- 1.6. A refundable bond of \$ 600 will be taken for all events with more than 12 guests in attendance.

2. CANCELLATION POLICY

- 2.1. Cancellations more than 30 days prior to booking
 - 2.1.1. The full Venue fee will be refunded.
 - 2.1.2. The Service & administration fee will not be refunded.
- 2.2. Cancellations within 48 hours and 30 days of booking
 - 2.2.1. 50% of the full Venue fee will be refunded.
 - 2.2.2. The Service & administration fee will not be refunded.
- 2.3. Cancellations less than 48 hours prior to booking
 - 2.3.1. No refund will be provided.

3. RESCHEDULING

- 3.1. The Hirer can reschedule up to 7 days prior to the booking without penalty.
- 3.2. Rescheduling with less than 7 days' notice will be treated as a cancellation, and Venue and Service & Administration fees will not be refunded.

MEDIA/PODCAST ROOM

4. FEES AND PAYMENT

- 4.1. Full Venue fee is payable at time of booking.
- 4.2. There is a minimum 2 hour booking period for all bookings
- 4.3. A bond of \$300 will be taken at the time of booking.
 - 4.3.1. This will be refunded next business day after The Studio has conducted a thorough check of equipment and the space

5. CANCELLATION POLICY

- 5.1. Cancellations more than 24 hours prior to booking
 - 5.1.1. The full Venue fee will be refunded.
- 5.2. Cancellations less than 24 hours prior to booking
 - 5.2.1. No refund will be provided.

6. RESCHEDULING

- 6.1. The Hirer can reschedule up to 24 hours prior to the booking without penalty.

- 6.2. Rescheduling with less than 24 hours' notice will be treated as a cancellation, and Venue and Service & Administration fees will not be refunded.

HOT DESK

7. FEES AND PAYMENT

- 7.1. Full Venue fee is payable at time of booking.

8. CANCELLATION POLICY

- 8.1. Cancellations more than 24 hours prior to booking
 - 8.1.1. The full Venue fee will be refunded.
- 8.2. Cancellations less than 24 hours prior to booking
 - 8.2.1. No refund will be provided.

9. RESCHEDULING

- 9.1. The Hirer can reschedule up to 24 hours prior to the booking without penalty.
- 9.2. Rescheduling with less than 24 hours' notice will be treated as a cancellation, and Venue and Service & Administration fees will not be refunded.

10. USE OF SPACE

- 10.1. The Hirer cannot invite guests into the space. Any guests will need to be paid for a full booking prior to entering the Studio
- 10.2. For the comfort of all guests, any phone or video calls or meetings are not to be conducted in the hot desk area. If you require a private meeting space during your booking to conduct meetings, you can access the Media/Podcast room for up to 1-hour as part of your daily fee, when available.
 - 10.2.1. Additional time can be booked in the Media/Podcast Room at a rate of \$7.5 inc. GST per 15-minutes. With minimum 15-minute booking duration.
 - 10.2.2. If you require the Media/Podcast room at a particular time, please request this at your time of booking the hot desk, or at your earliest convenience. You can also request use of the room via the booking calendar at any time during your booking. However, the Media/Podcast Room space cannot be guaranteed it will be available at your desired time. Please book as early as possible to avoid disappointment.
- 10.3. You are free to use the kitchenette, including storing food and drink in the fridge and full use of appliances.
 - 10.3.1. All food or drink must be removed from fridge at the end of everyday. Any food or drink remaining will be disposed of at close of business.