



The Creative Continuum
Therapeutic Services & Creative Pursuits
www.creativec.com.au
0421808401

TERMS & CONDITIONS

At the heart of hiring and subleasing, the Creative Continuum aims to grow and promote the space as a platform that benefits facilitators, participants, community and creative businesses. Your contribution adds to the building of a dynamic community.

The Creative Continuum agrees to hire the premises to the hirer between the agreed times on the terms and conditions of this agreement along with payment by the hirer to The Creative Continuum of the agreed hire fee.

HIRE FEE

The hirer must pay the hire fee in full, one week prior to the event date. Payment is to be made electronically. An invoice will be sent prior.

WHAT IS PROVIDED

- Studio space and consulting room that can be arranged to suit your needs
- Equipment: drawing walls, boards and shelving, cutting mats, chairs, tables, brushes, jars, scissors, tables, etc
- Electricity
- Water
- Internet
- Printer and Scanner
- Access to SONOs Move speaker
- Limited art materials for groups for an extra \$20 per person
- Kitchenette: Cleaning up supplies, sponges, soap, wipes, tea & coffee, sugar, crockery and utensils, vases, microwave, fridge
- Waiting room
- Store room
- Toilets
- Marketing & Promotions

CHATTELS & ART MATERIALS

The hiring or subleasing agreement includes the use of studio equipment such as furniture, appliances & sundries, kitchenette and the waiting room. Limited art materials are available however ongoing use individual work and/or groups will require a fee of \$20 per person/client.



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SUBLEASE

- An official subleasing agreement will need to be drawn up when the hiring of the studio space and/or consultation room is ongoing and exceeds more than 6month, and both parties agree. Subleases can be 6month, 12month and 18month or longer.
- The sub tenant shall not sub lease the studio without the express permission of the Creative C.

EQUIPMENT & REFERENCE MATERIALS

- No equipment, books, reference materials or literature belonging to the Creative C are to be removed from the studio without the express permission of the Creative C.
- All equipment used must be cleaned and returned to where they are kept
- All damage must be reported

STORAGE OF ARTWORK & FILES

- 3 Dimensional artworks exceeding 30cm square will need to be stored elsewhere, as space is limited. No responsibility will be taken by the Creative C for loss or damage to client work.
- The Creative Continuum stores client artwork in the drying racks and on the top shelves. All art is non identifiable, protecting the confidentiality of clients. The hirer or sub tenant must ensure that their client's artwork is non-identifiable if it is to be stored at the Creative C. The sub tenant's name must be on the folio, and all artwork must be removed from the studio on termination of the hire agreement.
- All written files and the confidentiality of those files are the responsibility of the hirer or sub tenant. The Creative C takes no responsibility for the hirer or sub tenant files.

PERSONAL PROPERTY

Although all care is taken, the Creative C shall not be held responsible for loss of, or damage to property left on the premises prior to, during, or after the sub tenancy period.



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ALTERATION

The hirer or sub tenant must not: affix any sign, decoration or other item to any part of The Creative Continuum premises; or interfere with or alter any of The Creative C' electrical systems, lighting or sound systems.

MARKETING & PROMOTION

CC will promote your workshop or event via a Mailchimp newsletter twice a term to subscribers and followers on FB as well as on the CC website under 'Workshops'. There is a standard template for Mailchimp and the CC website that can hold an image and a brief outline with booking details. A business logo and details can be included within the one image provided.

Promotion of workshop via any flyers or poster at the CC will be happily displayed on the front door to street, in the waiting room and personal office. You will need to supply printed information for display. Additional promotion on your website or other platforms are not the responsibility of the CC, however collaborative practice is welcome.

INTELLECTUAL PROPERTY

The subtenant is not to use the name the Creative Continuum as their own business in any advertising or public profile however it can be advertised as the location for their business.

DECORATIONS

All sound, electrical and lighting requirements, signs, banners and decorations connected with the event must be approved by The Creative Continuum before the event and may be the subject of a further charge.

NOISE

The hirer needs to be aware that noise including music must not be unreasonably loud, as the Studio is in close proximity to other businesses and studios.



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DAMAGE

- The hirer accepts responsibility for any damage to the premises, its fittings, equipment, or art materials caused by the client prior to, during, or after a session or group.
- All damages are to be reported.
- A bond of \$150 will be a condition of hiring for any damages or cleaning. The bond will be returned upon inspection after hiring.

INSURANCE

The Creative C Studio has public liability insurance to protect it against third party claims for bodily injury and property damage arising out of its negligence. The policy does not cover the liability of any other party. The hirer must provide a certificate of currency at \$10 million for public liability to The Creative Continuum 48 hours prior to the event date. The hirer or sub tenant is responsible for obtaining and maintaining a public liability insurance policy.

EVENT HIRE AGREEMENT

The hirer is liable for and indemnifies The Creative Continuum from and against all actions, claims, demands, losses, damages and expenses for which The Creative Continuum shall or may be or become liable or suffer in respect of any acts or omissions of the hirer and their contractors.

INDEMNITY INSURANCE

The Hirer is liable for and indemnifies The Creative Continuum from and against all actions, claims, demands, losses, damages and expenses for which The Creative Continuum shall or may be or become liable or suffer in respect of:

1. Damage to The Creative Continuum premises or property arising out of or in the course of the event except to the extent it arises from the negligence or default of The Creative C.
2. Injury to or death of any persons arising out of or in the course of the event except to the extent it arises from the negligence or default of The Creative C; and
3. Any breach of this agreement by the hirer.



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EXCLUSION OF LIABILITY

The Creative Continuum accepts no responsibility for any loss or damage to the property of the Hirer or any third party.

RATES

Management reserves the right to alter the charges and conditions from time to time. Sub tenants will be advised of any changes.

SMOKING

Smoking is not permitted within The Creative C, the hirer and their guests can smoke 4 meters away from the entrance. All cigarette butts are to be disposed of and removed from the premises and all ash is to be swept clean.

VACATING THE CREATIVE C

- The hirer must vacate The Creative Continuum by the end of the agreed hire times.
- The hirer must promptly remove any goods or materials brought into The Creative C by or on behalf of the hirer; and leave the premises in a clean and tidy condition.
- All rubbish is to be removed from The Creative C post event or hire. The Creative C has one commercial bin allocated to its premises and is emptied every Friday morning. The commercial bin must service all users of The Creative C therefore bin use is limited. Any large disposable items are the responsibility of the hirer taking any large rubbish items or amounts with them post hire. Boxes and cartons need to be broken down before discarding.
- The hirer must ensure The Creative C is left exactly in the state it was previous to the event. This includes washing and putting away any crockery used, brushes, clay tools*, and any other equipment, and sink cleaned of any paint, clay or art medium. Art materials to be tidily put away, floors swept and rubbish removed. Failure to leave the premises in a tidy state will incur a cleaning fee.



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* Clay should be cleaned in a bucket of water and disposed in the garden bed outside so not to clog the sink.

DELIVERIES

All deliveries for the event must be arranged with and approved by The Creative Continuum prior to delivery.

INVITEES

The Creative Continuum reserves the right to refuse entry to the Premises to any of the Hirer's invitees.

ALCOHOL

If the hirer is to serve alcoholic at the event, the hirer is required to obtain a Temporary Liquor License. The hirer must send a copy of the Temporary Liquor License to The Creative Continuum 48 hours before the event date.

http://www.vcglr.vic.gov.au/home/liquor/existing+licensees/understand+your+liquor+licence/temporary_licences

CANCELLATION OF SHORT TERM OR ONE OFF HIRE

The hirer may cancel the booking at any time.

1. If the Hirer cancels the booking 72 hours from the event date The Creative Continuum will withhold 50% of the hire fee.
2. If the Hirer cancels the booking 48 hours from the event date The Creative Continuum will withhold 100% of the hire fee.

The Creative Continuum may cancel a confirmed event at any time if there is a force majeure, or any other event, which in the reasonable opinion of the Studio Manager, causes the venue to be unsafe or inappropriate to hold the event. For example: flood, unsafe premises, The Creative Continuum shall not be liable for any loss or damage to the Hirer or any third party in consequence of the cancelled booking.



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In the event of cancellation of a confirmed event by The Creative Continuum the hire fee will be refunded in full to the Hirer if, in The Creative Continuum reasonable opinion, the Hirer is not in any way responsible for the cancellation.

TERMINATION

Either party may terminate the Sublease Agreement for any reason on the provision of notice depending on terms of hiring. In the case of a sublease, notice of 2 weeks is required.

The Principal may otherwise terminate this Agreement with immediate effect where:

- The Psychotherapy Company or the Psychotherapist enters into a deed of arrangement with its creditors, is declared bankrupt, or a winding up order is made;
- A Judgment is entered against the Psychology Company or the Psychologist for a sum in excess of \$10,000 and this sum remains unsatisfied or un-appealed for a period exceeding 21 days;
- The Psychotherapist's registration has lapsed, cancelled, suspended or subject to restriction, or the Psychotherapist is otherwise considered unfit to practice;
- Payment of the Support Services Fee invoice is more than 30 Business Days outstanding by the Psychology Company.



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Studio Access

Person/s hiring the space/s:

Phone numbers:

Email/s:

Full day: 8am – 9:30pm

Day and Date:

Weekend hire: 8am Saturday - 9:30pm Sunday

Date:

3hr slot: 9am – 12pm | 12 – 3pm | 3 - 6pm | 6 – 9pm

Day:

Date:

For: Individual consultation | Group

Group Type: Community, Art Tuition, Arts Psychotherapy Open studio, Seminar, Education, Support, Wellbeing, Mediation, Movement, personal
Other:

Materials: Yes (\$20 per person) | No
For how many:

Duration: Ongoing | One off

Number of Weeks: Months:

Bond: \$150

Any additional terms to this agreement:



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Consultation Room

Person/s hiring the space/s:

Phone numbers:

Email/s:

Consultation Room:

Full day: 8am – 6pm

Day and Date:

Weekend hire: 8am Saturday - 9:30pm Sunday

Date:

Weekly hire: Monday – Friday, with some flexibility for Saturdays

3hr slot: 9am – 12pm | 12 – 3pm | 3 - 6pm | 6 – 9pm

Day:

Date:

Type of Individual consultation (Psychotherapy, Massage, Acupuncture, etc)

Duration: Ongoing | One off

Number of Weeks:

Months:

Bond: \$150

Any additional Terms to this agreement:



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|---|-----|----|----|
| 1. I understand my liquor license obligation: | Yes | No | NA |
| 2. I understand my noise restriction obligation: | Yes | No | |
| 3. I have supplied my Insurance Certificate of Currency: | Yes | No | |
| 4. I understand that payment is required in advance for room hire and the bond: | Yes | No | |
| 5. I have supplied my professional membership or registration certificate | Yes | No | NA |
| 6. I have supplied my liquor license: | Yes | No | NA |
| 7. I have understood and accept The Creative Continuum's
'Terms and Conditions': | Yes | No | |

I/We the undersigned have read and agree to the terms & conditions as laid out above for the use the Creative Continuum Studio as designated.

Name/s of hirer/ sub tenant:

Address:

Email:

Phone:

Insurance Policy Company & Number:

Company:

Number:

Signature

Date.....