

# TERMS AND CONDITIONS

## CONNECT VENUE HIRE

### 1. OUR RESPONSIBILITIES

We are a fully serviced function venue. Subject to the terms of this Agreement, we will provide to you the selected venue/room, between the stated start and finish times, together with the agreed catering, beverages, staffing and equipment as indicated on the Contract.

### 2. CONTRACT PRICE AND EXPENDITURE

Fees and prices will be as outlined in the Quotation Agreement. Any subsequent requests for goods or services will be added to your final invoice, with full payment due no later than 7 days after the booking.

### 3. YOUR RESPONSIBILITIES

To ensure the venue is respected, the hirer is responsible for:

- The behaviour of the guests at all times,
- Ensuring the safety of the guests and ensuring the hirer's guests conduct themselves so as not to expose themselves to risk of harm.
- Ensuring the venue facilities and equipment are not left abused or in a damaged condition.
- Ensuring the function (and any packing down that must be done) finishes within the designated venue hire period and that any decorations and hire equipment are removed at the conclusion of the function.
- The venue is left in a tidy condition and excess rubbish is removed (ie any packing materials)
- Any damage to the venue property incurred during the hire period is to the cost of the hirer.
- Any lost, broken or missing equipment – this will be charged at a replacement cost and is to the cost of the hirer.

### 4. HEALTH AND SAFETY

Under the Health and Safety regulations we are required to exercise our obligations to keep others and ourselves safe from harm. Prior to and /or on arrival our staff will provide our Health and Safety induction brief. As the person organising this event, for your company YOU are the person responsible for ensuring your onsite representatives (and any sub-contractors) are also made aware of these obligations. Your main contact person on premise, is then responsible for ensuring all your guests/delegates are aware of the Health & Safety Policy, hazards and evacuation processes. We may end your function before the function end time in the case of an emergency, or if there is a case of serious disorder, or where you materially breach any of your obligations under this agreement.

### 5. EQUIPMENT AND MATERIALS

- 5.1. You will be responsible for the delivery, collection, safety, insurance of, any damage or loss caused by any equipment, materials or facilities you bring to The Venue. You will not bring into The Venue or permit or allow to be brought into The Venue, dangerous or hazardous

substances, or objects of such weight that may cause overloading or strain to the flooring or walls of The Venue. Nor may you add to, alter, or attach equipment, fixtures or fittings to The Venue (including stands and other structures) without prior written consent. Use of smoke or dry ice machines are prohibited unless previously arranged.

- 5.2. In the case of the fire alarm being set off due to the unauthorised use of any equipment that produces smoke, heat or flame, the hirer will be liable for the Fire Department call out charge of \$1000 + GST. Any other damage will be invoiced to you, with payment required within 7 Days
- 5.3. All equipment owned by Connect Venues may only be used or moved with the prior approval of the Business Manager. No equipment is to be taken off site or is available for hire off site under any circumstance

## 6. SUPPLY OF LIQUOR

The Venue does not allow or have licence for the supply of liquor on its premises.

## 7. DISRUPTIVE PERSONS

We may require any persons who are violent, quarrelsome, insulting, or disorderly (or persons who are likely to become so), or any persons causing a nuisance to other persons at The Venue, to leave the premises.

## 8. FEES AND PAYMENT

A deposit of 50% of the venue hire charge is required to confirm the booking. Full payment of the total venue hire charge is required at least fourteen (14) days prior the event. We reserve the right to charge an administration fee on all accounts which are not settled and require attention. Payment is currently accepted bank deposit). All other requests for services will be charged in a final invoice within 7 days of the event.

## 9. BOOKING CONFIRMATION

No booking is confirmed until we receive the deposit and notify you in writing that we have received and confirm the Terms and Conditions of Venue Hire. Until such time as a booking is confirmed, the venue will be available for hire by third parties during the Hire Period (or part thereof). If a third party wishes to hire the venue during the hire period (or part thereof) before your booking has been confirmed, we will use reasonable endeavours to contact you to request confirmation of the booking.

## 10. CANCELLATION

- 10.1. All cancellations must be received in writing and the following terms are applicable;
- 10.2. Between 7-14 days' notice; you may be required to pay a cancellation fee of 25% of the total venue and equipment hire charge.
- 10.3. Less than 7 days' notice; you will be required to pay 50% of the total venue and equipment hire charge.
- 10.4. Catering charges may also be payable, subject to the terms and conditions agreed with the caterer.

## 11. CANCELLATION AND TERMINATION BY US

We may cancel your booking and thereby terminate this agreement at any time when incidents occur which are deemed outside our control and effect the venue's ability to provide the services for which it was contracted to.

11.1. Any deposits paid will be refunded to you. However, should we cancel or stop the event for any of the following reasons, no deposits will be refunded.

11.1.1. If you, your guests, or any other persons permitted entry into The Venue by you or someone on your behalf do not comply with any of the conditions, requirements or restrictions referred to in this contract.

11.1.2. If you materially breach this agreement

## 12. CANCELLATION AND TERMINATION BY YOU

If for any reason other than due to the default of our company, any expenses and fees incurred by us will be properly chargeable. Tentative bookings not confirmed in writing within 5 days of the initial enquiry, may be released at our discretion.

## 13. YOUR LIABILITY

13.1. You will be liable for all liabilities, losses, and costs which we may incur directly or indirectly as a result of a breach by you of this agreement, your actions or equipment or the actions or equipment of any of your guests or any persons permitted entry in the venue by you or someone on your behalf, including the death of or injury to any person and the damage to any property (including property owned by the venue).

13.2. To the maximum extent permitted by law, we will not be liable to you or your guests or any other persons permitted entry into the venue by you or by someone on your behalf, for any loss, cost, injury, or damage suffered or incurred by you or such other person in connection with or arising out of:

13.2.1. Any act, omission, error, default or delay by our employees, agents, or subcontractors.

13.2.2. Any cause beyond our reasonable control or

13.2.3. Any act or omission by you or any other third party; except to the extent that such loss, cost, injury, or damage is caused by our negligence or wilful default. Without limitation, this includes any loss or damage to property brought into or left at the venue prior to, during or after your function and any loss or damage arising out of the catering services or your equipment (or the equipment of your guests or any other persons permitted entry into The Venue by you or someone on your behalf, whether the damage or loss is suffered before during or after your function.

## 14. PRIVACY ACT 1993

You authorise us to make credit references and other enquiries as may be required for the purpose of this Agreement and you authorise any person to disclose to us any personal information for that purpose. You also authorise us to disclose personal information about you to anyone that we may appoint, to collect an outstanding debt.

## 15. FORCE MAJEURE

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, storm, or other event beyond the control of either party.