



## The University Club of Western Australia Terms and Conditions 2010/2011

### Tentative Bookings

- Tentative bookings will be held for a maximum of seven (7) days after which time, the Club reserves the right to release all space held.
- In the event that a second enquiry is received for the same date, first priority will be given to the party holding the tentative booking, at which time the Event Confirmation Agreement must be signed and returned with full deposit within 24 hours. If this is not received, the booking will be released to the second party.

### Confirmed Bookings

- A booking will only be deemed confirmed upon receipt of full deposit and signed Event Confirmation Agreement.

### Service Fees

- Service fees are calculated according to time period, venue, guest numbers and catering requirements stipulated at time of booking. Any changes to these requirements may result in an amended service fee being charged.

### Reductions to Catering and/or Guest Numbers

- Your Event Confirmation Agreement will be based on your original estimated number of guests booked. The Club will accept a maximum drop of 15% from the original estimated number of guests booked – this figure constitutes your guaranteed minimum number. In the event that guest numbers drop by more than 15%, you will still be charged in full for your guaranteed minimum number.
- Should catering requirements and/or spend change from that of the original booking, the Club reserves the right to re-quote.
- Should numbers and/or catering requirements alter from that of the original booking, the Club reserves the right to assign an alternative venue and additional charges may apply.

### Price Variation

- The Club will endeavour to honour all prices as quoted, however there may be times when market fluctuations may necessitate a price review.

### Final Details

- All event details including estimated guest numbers, timings, room set-up, equipment, entertainment and food/beverage requirements must be confirmed no later than fourteen (14) days prior to the event at which time a Banquet Event Order will be forwarded to you for final sign-off.
- ***Please note that it is the responsibility of the client to ensure that this document is returned. In the event that it is not, the Club will assume that such detail is correct and the client will forfeit any right to change these details without surcharges being applied.***

### Guaranteed Numbers

- Final numbers are required by the Club no less than seventy two (72) working hours prior to the event. ***Please note that these can not be lower than the guaranteed minimum numbers you have already agreed upon in your Event Confirmation Agreement.*** If no change in numbers is received, charges will be based on the original Event Confirmation Agreement. Please note that although the Club will endeavour to cater to increases, it reserves the right to decline.

### Payment

- All events shall be pre-paid in full no later than seventy two (72) hours prior to the event date.
- Any outstanding monies must be settled in full no later than 30 days from date of statement, failing which the Club reserves the right to apply a late charge levy, cancel any future bookings, and/or insist on full payment in advance.
- Please note that a 3% surcharge applies for all credit card transactions over \$1,000.00.

### Cancellation

- *All cancellations must be received in writing.*
- ***Please be aware that the following cancellation charges will apply***

- Cancellations received within twelve (12) months of the event will forfeit any deposit paid unless the venue can be sold for an event of equal or higher value.
- Cancellations received within thirty (30) days of the event will be charged 50% of the total costs based on the original Event Confirmation Agreement.
- Cancellations received within seven (7) days of the event will be charged 100% of the total costs based on the original Event Confirmation Agreement.

#### **Surcharges**

- As a result of a hospitality award rate review in Western Australia, staff service charges are applicable to events held on Sundays and public holidays.
- All events held on a Sunday will incur staffing charges of \$25.00 per staff member per hour.
- All events held on a Public Holiday will incur staffing charges of \$30.00 per staff member per hour.
- All events which extend beyond midnight incur a surcharge of \$5.00 per guest per hour or part thereof, however please note that due to licensing restrictions, no alcohol can be served after midnight.

#### **Damage/Insurance**

- The University Club of Western Australia will not accept responsibility for damage or loss of equipment or merchandise left on the premises prior to, during or after events. Please note that it is the client's responsibility to ensure that they have adequate insurance cover.
- Organisers are liable for any damage sustained to the Club's property by themselves or by any of their guests during the course of their event. This includes all equipment hired by the Club for use during the event.

#### **Force Majeure**

- Where matters beyond the reasonable control of the University Club of Western Australia (the "Club") impair or prevent the Club being able to perform its obligations under the Banquet Event Order (Contract), to the extent that such matters affect the Club's ability to perform its obligations, the client releases the Club from any liability or loss incidental or consequential to such matters.

#### **Responsible Service of Alcohol**

- The Club reserves the right (without recourse) to refuse service to any person who is disorderly or behaving in an inappropriate manner or suspected of being under the influence of alcohol and/or to refuse access to or remove said person from the premises.
- Clients are responsible for ensuring the orderly behaviour of their guests.

#### **Fire and Safety**

- The Club retains the right to adjust any setup to ensure fire, life and safety codes are not breached.
- The client must advise the Club of potentially dangerous activities to be performed or hazardous materials to be brought into the Club.
- Permission to use equipment requiring compressed gas cylinders must be pre-arranged.
- Permission to use smoke machines must be pre arranged due to sensitive smoke detectors fitted through out the club.
- Pyrotechnics, firearms and potential weapons are not permitted to be brought into the Club.
- The Club retains the right to decline the performance of any activity or use of hazardous materials

#### **Prohibition of Food and Beverage**

- The client shall not, and shall ensure their guests shall not, bring any food or beverage of any kind into the Club as this would be an infringement of the health and liquor licensing regulations.

#### **Access Times**

- Wherever possible the Club will allow access for client set-up, however this is subject to availability. If extensive set up time is required then a bump-in fee will apply. Please note that all agreed access times must be strictly adhered to.
- Should the event time overrun, the Club will endeavour to accommodate, however reserves the right to decline. Should we be in a position to assist, a surcharge will be applied for every hour or part thereof that the space is occupied. Surcharges vary according to booking, so please ask for further details.

#### **Adjoining Rooms and Pre-Function Areas**

- A pre-function area is deemed as public space, and as such the client may be designated this area on a 'share basis'.
- Corridor and other thoroughfare areas should be kept clear to allow ease of traffic flow.
- The Club also reserves the right to book other events in adjoining rooms at any time.

### **Decorations, Displays and Signage**

- No items are to be attached, pinned or glued to the wall surface of any area in the Club.
- The Club regrets that fine glitter and confetti is not permitted in or around the Club facilities.

### **Exhibitions**

- Plans for all exhibition set ups produced by outside contractors must be forwarded to the Club for approval at least fourteen (14) days prior to the event.

### **Third Party Contractors**

- The client shall notify the Club of any third party contractors they have secured to supply supplementary goods or services. The outside contractor must liaise with the Club in all matters relating to delivery, set up and pack down.

### **Delivery and Collection of Goods**

- All goods must be delivered to our loading dock in the car park beneath the Club between 7.30am and 4.00pm Monday to Friday (excluding public holidays) and **must** be clearly labelled with our delivery note which is available to download on our website: <http://www.universityclubconferences.com.au/template.asp?cid=4>
- The Club will only accept delivery of goods 24 hours prior to the event and all goods must be collected within 24 hours of the conclusion of the event. Any items remaining after this time will be couriered back to the deliverer, the cost of which will be charged to your final invoice.

### **Indemnity Provision**

- The Organiser releases the Club (and its agents, contractors, subcontractors and employees) from any action, claim, damages, demand, expense, liability and loss of any kind for damage, loss, injury or death occurring in the Club as a result of the Organiser's use of the Club, except to the extent that the damage, loss, injury or death was caused by the negligence or wilful act of the person seeking to be released.
- The Organiser indemnifies the Club (and its agents, contractors, subcontractors and employees) from any action, claim, damages, demand, expense, liability and loss of any kind arising from or relating to:
  - (a) Any faulty property brought into the Club by the Organiser (or its agents, contractors, subcontractors and employees) or any act or omission of any kind of the Organiser (or its agents, contractors, subcontractors and employees) or
  - (b) Any act or omission of any kind by any guest, invitee or other person (while that person is in the Club) which causes loss of or damage to the Organiser's property in the Club as a result of the Organiser's use of the Club.