

VENUE HIRE TERMS AND CONDITIONS

This Venue Hire Agreement (Agreement) is entered into on the date of signing between The Australian Croatian Club Limited, located at 68 McCaughey Street, Turner, Australian Capital Territory, and the individual or entity booking the venue (the Client).

The Australian Croatian Club Limited and the Client are together referred to as the Parties.

By executing this Agreement, the Client acknowledges that they have read, understood, and agree to be legally bound by these terms and conditions.

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Agreement, unless the context otherwise requires:

Agreement means this Venue Hire Agreement, including these Terms and Conditions, as amended in accordance with this Agreement.

Bond means any security deposit required by the Club, including the venue bond and any applicable kitchen bond, to secure the Client's obligations under this Agreement.

Client means the person, organisation, or entity named in the booking confirmation and includes the contract signatory.

Club means **The Australian Croatian Club Limited**.

Club Management or **Management** means the Board of Directors, Events Manager, duty managers, or any authorised representative of the Club.

Event means the event, function, or activity for which the Venue is hired under this Agreement.

Events Manager means the person appointed by the Club to manage event bookings and venue hire arrangements.

Force Majeure Event has the meaning given in Clause 12.5.

Hire Period means the agreed period of time for which the Venue is hired, as confirmed by the Club in writing, including any approved extensions.

Liquor Act means the Liquor Act 2010 (ACT) and any regulations made under it.

Venue means the event room(s), hall(s), kitchen (if approved), and any other areas of the Club premises made available to the Client under this Agreement.

Venue Hire Fee means the fee payable for hire of the Venue, excluding catering, beverages, security, bonds, or additional services unless expressly stated.

Working Day means a day other than a Saturday, Sunday, or public holiday in the Australian Capital Territory.

1.2 INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a) headings are for convenience only and do not affect interpretation;
- b) words importing the singular include the plural and vice versa;
- c) words importing a gender include both genders;
- d) a reference to a person includes a natural person, corporation, association, partnership, or other legal entity;

- e) a reference to legislation includes that legislation as amended, re-enacted, or replaced from time to time;
- f) “including” and similar expressions are not words of limitation; and
- g) where an obligation is imposed on the Client, it is taken to be an obligation of the Client personally and of the contract signatory.

2. BOOKING

2.1 BOOKING ENQUIRY

To commence a booking enquiry, clients are requested to provide their preferred event date, estimated guest numbers, and details of the proposed event. Club staff will confirm availability and provide an overview of applicable packages, amenities, and pricing.

Prospective clients are encouraged to arrange a venue tour to view the premises and discuss how the venue may best accommodate their event.

2.2 BOOKING CONFIRMATION

A booking is confirmed only when:

- this Agreement has been duly executed by the Client; and
- the required deposit, bond, or payment has been received by the Club.

Event dates are confirmed on a first-come, first-served basis once these requirements have been satisfied.

2.3 DEPOSIT AND TIMEFRAME FOR CONFIRMATION

A non-refundable deposit of \$400 is required to secure the venue booking. This deposit forms part of the total venue hire fee unless otherwise stated.

A signed copy of this Agreement, together with payment of the non-refundable deposit and any applicable venue hire fee, must be provided within fourteen (14) days of placing the initial booking to secure the venue for the respective event date.

2.4 FAILURE TO CONFIRM BOOKING

The Club reserves the right to cancel the booking and release the venue if confirmation is not received within the timeframe specified in Clause 2.3.

3. CLUB OBJECTS, DISCRETION AND BOOKING INTEGRITY

3.1 CLUB OBJECTS AND PURPOSE

The Club is a community-based cultural organisation established to promote, preserve, foster, and advance the Objects of the Club as set out in Part 2 of the Constitution, including the social, cultural, historical, linguistic, sporting, and community interests of the Australian Croatian community.

All venue hire arrangements are subject to, and must be consistent with, those Objects.

3.2 CLUB DISCRETION IN VENUE HIRE

Accordingly, the Club reserves the right, acting reasonably, in good faith, and in accordance with applicable law and the Constitution, to decline, refuse, cancel, or terminate any venue hire booking

where the proposed event, its purpose, content, promotion, or conduct is considered by the Board of Directors or its delegated officers to be inconsistent with, or likely to undermine:

- the Objects of the Club set out in Part 2 of the Constitution;
- the promotion, preservation, or respectful expression of Croatian culture, heritage, language, history, and community identity;
- the orderly, respectful, and harmonious use of Club facilities by Members, their invited guests, and Visitors;
- the lawful operation, licensing obligations, safety requirements, or proper administration of the Club; or the reputation, dignity, or standing of the Club within the Australian Croatian community.

This includes, without limitation, events that are reasonably assessed to:

- cause division, hostility, or serious offence within the Club or community;
- compromise the safety, enjoyment, or wellbeing of Members, Visitors, staff, or guests;
- involve conduct that is misleading, misrepresented, or materially different from what was disclosed at the time of booking; or
- expose the Club to legal, regulatory, licensing, or reputational risk.

3.3 FALSE OR MISLEADING BOOKING INFORMATION

If the Client provides information that is false, misleading, incomplete, or omits material details relating to the nature, purpose, promotion, or conduct of the event, the Club may, acting reasonably and in good faith:

- refuse to proceed with the booking;
- cancel the booking prior to or during the event; or
- impose reasonable additional conditions, security requirements, or charges.

3.4 EFFECT OF CANCELLATION UNDER CLUB DISCRETION

Where a booking is declined or cancelled by the Club under this clause prior to the commencement of the event, any venue hire fees paid will be refunded to the Client in accordance with the Club's cancellation policy and these Terms and Conditions, less any reasonable costs already incurred by the Club in connection with the booking.

To the extent permitted by law, the Club will not be liable for any indirect or consequential loss suffered by the Client arising from such cancellation.

3.5 CONDUCT OF EVENTS

The Client is responsible for ensuring that the event is conducted in an orderly manner and in compliance with the rules and policies of the Club, as well as all applicable laws.

The Club reserves the right to intervene where any activity associated with an event is unlawful, excessively noisy, offensive, or disruptive. The Club may require any patron to leave the premises where their behaviour is deemed unruly, offensive, or inappropriate, as determined by Club management.

4. VENUE HIRE

4.1 VENUE HIRE DURATION

All venue bookings must be for a minimum hire period of three (3) hours. Venue hire is booked and charged on an hourly basis (or part thereof) within the agreed hire period.

The nominated hire period includes standard set-up and pack-down, unless otherwise agreed in writing.

If the Client requires access to the venue before the agreed start time (early access), this must be requested in advance and is subject to availability and approval by the Events Manager.

4.2 VENUE HIRE INCLUSIONS

Venue hire includes access to the hired event space for the agreed and prepaid hire period, inclusive of standard table set-up and post-event cleaning.

The following are included in the venue hire fee:

- one (1) dedicated bartender,
- use of the Club's Microphone, and
- use of the Club's projector system.

All food and beverages must be supplied by the Club and are charged separately.

The following items and services are not included in the venue hire fee and will incur additional charges:

- food and beverages,
- linen, and
- any additional equipment, staffing, or services not expressly listed as included.

All additional items and services must be arranged in advance and are subject to availability and approval by Club management.

4.3 VENUE HIRE FEES

- The Knights Function Room / Domovina Bistro – \$150/per hour (incl. GST)
- The Main Hall – \$200/per hour (incl. GST)

All venue hire fees are exclusive of the required venue bond, which is payable in addition to the above rates in accordance with Clause 7 (Bond).

4.4 ADDITIONAL SERVICES AND PRICING

The following items and services are available upon request and will incur additional charges:

- White tablecloths: \$16 per table
- White chair covers: \$2.50 per chair
- Additional bartender: \$30 per hour (Fee waived where the bar tab exceeds \$3,000)
- Additional waitress: \$30 per hour
- High-end DJ sound system: \$400 (includes lighting and smoke machine). Note: Compatible with iPhone or laptop connection
- DJ services: \$250 for the duration of the event (Clients may alternatively supply their own DJ)

All additional services are subject to availability and must be arranged and confirmed in advance with Club management.

4.5 KITCHEN HIRE

Kitchen hire is not included in standard venue hire and is available only where approved in writing by the Club (See Clause 8).

KITCHEN HIRE FEES

- Kitchen Use Hire (external caterers only) – \$1,000 (incl. GST) for the first three (3) hours of use. Kitchen access only. Excludes the use or provision of utensils, cutlery and dinnerware to guests.

Kitchen use fees are based on a day hire period, which includes all setup, preparation, service, and clean-up activities.

Where kitchen access is required beyond the initial three (3) hour hire period, the Client must notify the Club in advance and obtain approval. Additional charges will apply as follows:

- \$100 per hour (incl. GST) during normal Club operating hours; and
- \$150 per hour (incl. GST) where access is required outside normal Club operating hours.

All additional kitchen hire charges are subject to prior approval by the Club and must be agreed with the Client prior to the event.

All kitchen hire fees are payable in addition to the required venue bond and the separate kitchen bond, both of which are payable in accordance with Clause 7 (Bond).

UTENSILS, CUTLERY AND DINNERWARE

- Access to Club utensils, cutlery and dinnerware (external catering only) – \$3 per person.

Access to utensils, cutlery and dinnerware is not included in kitchen hire and is available only where external catering has been approved.

5. VENUE USE AND EVENT LOGISTICS

5.1 FINAL NUMBERS AND EVENT DETAILS

- Final guest numbers must be provided no later than five (5) working days prior to the event. No reduction in charges will apply where actual attendance is lower than the final guest numbers provided. Any additional guests will be charged in full at the applicable rate.
- Menus must be finalised twenty-one (21) days prior to the event.
- Confirmed floor plans and table settings cannot be altered within forty-eight (48) hours of the event.

5.2 COMMENCEMENT AND CLOSING TIMES

- Events must commence and conclude strictly within the agreed hire period.
- Where an event exceeds the agreed hire period, an additional charge of \$100 per hour or part thereof will apply, payable by the Client.
- Where the event continues past midnight, an additional charge of \$150 per hour or part thereof will apply from midnight onwards, payable by the Client.

5.3 SETUP, DECORATIONS AND DELIVERIES

- Decoration arrangements must be confirmed no later than seven (7) days prior to the event.
- Only blu-tac or removable magic tape may be used for decorations. The use of thumbtacks, nails, screws, or permanent adhesive tape is strictly prohibited.
- The Client is responsible for all setup, pack-down, and any associated costs, unless otherwise agreed in writing.
- The Client must notify the Club in advance of all deliveries and external contractors attending the event, including the exact delivery and access times. All deliveries and contractor access are subject to Club approval and must occur within the agreed hire period, unless otherwise approved in writing.
- The Club accepts no responsibility for delays or access issues arising from failure to provide advance notice of deliveries or contractor attendance.

5.4 EARLY ACCESS

- Early access to the venue for the purposes of decorating, deliveries, or contractor access may be permitted, subject to availability and prior approval by Club management, and only during the agreed-upon early access time.
- Where early access is approved, it will be provided at no additional charge, unless otherwise advised by the Club in advance.
- Early access does not extend the agreed hire period and does not provide exclusive access to the venue, unless expressly confirmed in writing by the Club.
- The Club accepts no responsibility for delays or access issues where early access has not been approved or where access occurs outside the agreed-upon time.

5.5 ENTERTAINMENT

- External entertainment, including DJs, bands, or other audio-visual equipment, is permitted with prior approval. Club management reserves the right to adjust volume levels at any time to ensure compliance with venue requirements and applicable regulations.
- Microphone and projection facilities are available for speeches and presentations, subject to availability.

6. PAYMENT AND FINANCIAL OBLIGATIONS

6.1 CATERING DEPOSIT

A minimum deposit of twenty percent (20%) is required at least fourteen (14) days prior to the event.

6.2 CATERING BALANCE

Full catering payment is due five (5) working days prior to the event.

6.3 BEVERAGE CHARGES

Beverage charges are payable in full at the conclusion of the event.

6.4 PAYMENT METHOD AND LIABILITY

Accepted forms of payment are cash, or electronic funds transfer (EFT) (including credit or debit card) or direct bank transfer. The contract signatory is liable for all monies due.

7. BOND

7.1 VENUE BOND

- A venue bond of \$1,000 is payable for all venue hire bookings.
- The venue bond must be paid no later than forty-eight (48) hours prior to the event, unless otherwise agreed in writing.

7.2 KITCHEN BOND

- Where access to the kitchen is approved for use by the Client, external caterers, or any third party, an additional kitchen bond of \$1,000 is required.
- The kitchen bond is payable prior to the event and is refundable subject to a satisfactory post-event inspection of the kitchen and associated areas, in accordance with these Terms and Conditions.
- The kitchen bond is separate from and in addition to the venue bond and applies specifically to the kitchen, all kitchen equipment, appliances, fixtures, utensils, crockery, cutlery, dinnerware, and fittings.

7.3 APPLICATION OF BONDS

The Client acknowledges and agrees that the venue bond and/or kitchen bond (as applicable) may be applied, in whole or in part, to cover any costs arising from the event, including but not limited to:

- damage to, or defacement of, any part of the Club premises;
- loss, theft, or damage to any property belonging to the Club;
- additional cleaning costs beyond standard cleaning;
- failure to return any part of the premises or kitchen to its original condition; and
- any breach of these Terms and Conditions by the Client, guests, invitees, contractors, entertainers, or external caterers.

7.4 RESPONSIBILITY FOR THIRD PARTIES

The Client agrees to take reasonable steps to ensure that all third parties engaged in connection with the event, including external caterers, contractors, entertainers, service providers, and guests, act in accordance with these Terms and Conditions and Club policies.

7.5 INSPECTION AND REFUND

Following the event, Club management will conduct a post-event inspection of the premises and any approved kitchen areas.

Subject to there being no damage, loss, theft, or breach of these Terms and Conditions, any applicable venue bond and / or kitchen bond will be refunded on the next trading day, or as soon as reasonably practicable thereafter.

The bond may be applied toward any loss, damage, or additional cleaning costs incurred as a result of the event, in accordance with Clause 11 (Damages and Cleaning Costs).

7.6 INSUFFICIENT BOND

Where the cost of damage, loss, theft, cleaning, or rectification exceeds the applicable bond amount(s), the Client remains liable for the full balance and agrees to pay any outstanding amount within seven (7) days of receiving an invoice from the Club.

7.7 NO LIMITATION OF RIGHTS

The application or forfeiture of any bond does not limit or restrict the Club's right to recover additional losses or pursue any other remedies available at law.

8. CATERING

8.1 FOOD AND BEVERAGE CONDITIONS

The Club offers in-house catering services for events held on the premises. To ensure consistency of service and compliance with venue requirements, external food and beverages are generally not permitted.

The following items are, however permitted:

- birthday cakes,
- wedding cakes, and
- sweets.

Any additional external food or beverage requests must be discussed with, and approved in writing by, Club management prior to the event.

8.2 EXTERNAL CATERING

Use of external commercial caterers is permitted only at the discretion of the Club and must be approved in writing prior to the event.

Where external commercial caterers are approved, they must:

- hold current Public Liability Insurance,
- hold Workers Compensation Insurance where staff are engaged,
- be appropriately registered / approved to operate as a food business (including any ACT food business registration requirements under the Food Act 2001 (ACT) or equivalent in their home jurisdiction), and
- comply with all applicable food safety requirements.

8.3 KITCHEN ACCESS AND CHARGES

Where external caterers or any third parties are approved to use the Club's kitchen:

- an hourly kitchen hire rate will apply for the duration of kitchen use, including setup and pack-down, at a rate advised by the Club;
- a kitchen hire bond will be required in addition to any venue bond; and

- additional charges may apply for:
 - access to the kitchen outside normal Club operating hours;
 - use of Club plates, cutlery, dinnerware, or tablecloths.

8.4 CLEANING, DAMAGE AND LOSS

Where external catering or third-party kitchen use occurs:

- the kitchen must be cleaned and returned to its original condition immediately following the event;
- the Client is responsible for ensuring compliance with all cleaning and hygiene requirements;
- any loss, theft, or damage to the property of the Club, including but not limited to kitchen equipment, fixtures, utensils, appliances, or furnishings, will be deducted from the bond, without prejudice to the Club's right to recover any additional costs where the bond is insufficient.

9. ALCOHOL AND BAR SERVICES

9.1 SUPPLY OF ALCOHOL AND LICENSING

- All alcohol served at events held at the Club must be supplied and served by the Club in accordance with its liquor licence and Responsible Service of Alcohol (RSA) obligations.
- No external alcohol may be brought onto the premises under any circumstances.

9.2 SERVICE HOURS AND STAFFING

- Alcohol service is available until 2:00am. Service provided after 12:00am (midnight) will incur an additional charge of \$150 per hour, calculated from midnight and payable in addition to the venue hire fee. Extended service is subject to staff availability and management approval.
- One (1) bartender is included in the venue hire fee. Additional bar staff may be arranged at a rate of \$30 per hour per staff member, subject to availability. Note that the additional bartender fee will be waived where the total bar tab exceeds \$3,000.

9.3 CLIENT RESPONSIBILITIES AND CONDUCT

- The Client is responsible for ensuring the orderly conduct of the event and compliance with all Club rules and policies and the Liquor Act 2010 (ACT).
- The Club reserves the right to take any reasonable action necessary to ensure compliance with these requirements.

9.4 REFUSAL OF SERVICE

- Alcohol will not be served to persons under eighteen (18) years of age or any person deemed intoxicated or behaving in an unruly, offensive, or unsafe manner.
- The Club's decision in relation to the service or refusal of alcohol is final and made in accordance with RSA obligations and applicable law.

9.5 BAR SERVICE OPTIONS

Option 1 – Bar Tab

Where a bar tab is selected:

- the Client must nominate a spending limit and beverage selection in advance;
- once the nominated limit is reached, guests may purchase their own drinks;
- the bar tab may be increased during the event with authorisation from the Client or their nominated representative; and
- the total bar tab is payable in one transaction at the conclusion of the event.

Option 2 – Cash Bar (Guests Purchase Own Beverages)

Guests may purchase drinks directly from the bar as required, with no bar tab established.

Option 3 – Open Bar

Where an open bar is selected:

- no spending limit applies;
- the Client must nominate whether the open bar applies to a limited beverage selection or an unlimited beverage selection, as agreed with the Club in advance;
- the open bar arrangement is subject to Responsible Service of Alcohol (RSA) obligations and Club policies at all times; and
- all open bar charges are payable by the Client in one transaction at the conclusion of the event, unless otherwise agreed in writing.

9.6 CLOSING TIME

All patrons must vacate the premises within fifteen (15) minutes of the agreed closing time.

9.7 OPTIONAL DRINKS WAITER SERVICE

Optional drinks waiter service may be arranged to provide table service during the event. The following rates apply:

- \$30 per hour per waiter (Monday to Friday), and
- \$35 per hour per waiter (Saturday and Sunday).

A minimum booking of three (3) hours applies per waiter.

The recommended service ratio is one (1) waiter per twenty-five (25) guests.

All waiter service bookings are subject to availability and must be confirmed in advance.

10. SECURITY

10.1 SECURITY REQUIREMENTS

Security is mandatory for the following events:

- 18th birthday parties,
- 21st birthday parties,
- bucks' parties,
- after formal parties,
- DJ-led events or club-style events,
- student-led events or university parties, and
- any event assessed as high risk by Club management

Security will ordinarily be arranged by the Club, with all associated costs payable by the Client. Where approved by Club management, the Client may alternatively arrange security independently, subject to compliance with the requirements set out below.

Security will be provided at a ratio of one (1) security guard per forty (40) guests, with a minimum of two (2) security guards required for any event where security is mandated, unless otherwise determined by Club management.

All security costs are payable by the Client.

10.2 SECURITY PERSONNEL REQUIREMENTS

Where security is arranged by the Client, all security personnel must:

- arrive no later than thirty (30) minutes prior to the scheduled commencement of the event,
- remain on duty for the entire duration of the event,
- hold a current and valid security licence in accordance with applicable laws, and
- hold a current RSA certification where required for crowd controllers at licensed premises.

Security personnel must provide their licence details to Club management prior to the event and record any incidents occurring during the event in the Club's Incident Register.

10.3 SECURITY PAYMENT TERMS

All security costs must be paid in full no later than five (5) days prior to the event, unless otherwise agreed in writing by Club management.

Failure to make payment within this timeframe may result in the delay, suspension, or cancellation of the event, or such other reasonable action as deemed necessary by the Club, in accordance with these Terms and Conditions.

10.4 GUEST LIST AND COMPLIANCE

The Client must provide a guest list to both Club management and the appointed security personnel prior to the event.

Where adequate security arrangements are not provided or maintained, the Club reserves the right to delay, suspend, or discontinue the event, or take any other reasonable action necessary to ensure the safety of patrons, staff, and the venue.

11. DAMAGES AND CLEANING COSTS

11.1 DAMAGES AND CLEANING COSTS

The Client is responsible for any loss, damage, or breakage caused by the Client or by any guests, invitees, contractors, or other persons attending the event, whether occurring within the hired event space or elsewhere on the Club's premises.

11.2 BOND AND RECOVERY OF COSTS

Where damage, loss, or excessive soiling occurs as a result of the event, the Client may forfeit all or part of any applicable bond. The Client will also be liable for the reasonable costs of repairing, replacing, or rectifying any damage or loss, and for any additional cleaning required. Such costs may be deducted from the bond and/or charged to the Client's final invoice.

11.3 PERSONAL PROPERTY

The Club, while taking reasonable care in the operation of the venue, accepts no responsibility for the loss of, or damage to, personal property brought onto the premises by the Client or any patrons before, during, or after the event.

11.4 CLEANING

Standard cleaning is included in the venue hire fee. However, additional cleaning charges may apply where the event results in cleaning requirements beyond normal wear and tear, including (but not limited to) excessive mess, spills, waste, decorations, or damage.

12. CANCELLATIONS

12.1 GENERAL CANCELLATION

- A minimum of twelve (12) weeks' written notice is required to cancel a confirmed booking. Where cancellation notice is not provided within this timeframe, the venue hire fee will be forfeited.
- The non-refundable deposit referred to in Clause 2.3 remains non-refundable.
- For the avoidance of doubt, cancellations made within shorter timeframes are governed by Clause 12.2

12.2 SHORT-NOTICE CANCELLATION

Where a booking is cancelled within the following timeframes, the applicable charges will apply:

- Cancellation within fourteen (14) days of the event date:
 - the full venue hire fee will apply; and
 - fifty percent (50%) of the total catering costs booked will apply.
- Cancellation within forty-eight (48) hours of the scheduled commencement of the event:
 - the full venue hire fee will apply; and
 - one hundred percent (100%) of the total catering costs booked will apply.

12.3 METHOD OF CANCELLATION

All cancellations must be confirmed in writing to be valid.

12.4 RESCHEDULING OR POSTPONEMENT

Requests to reschedule or postpone an event must be submitted in writing and are subject to availability and approval by the Club. Where a reschedule request is approved:

- the \$400 non-refundable deposit will be credited toward the rescheduled event, provided the new event date occurs within six (6) months of the original booking date, unless otherwise agreed in writing,
- any variation in venue hire fees, catering costs, or service charges applicable to the new date will apply, and
- the Client will be responsible for any reasonable costs already incurred by the Club in connection with the original booking.

If the Client requests to reschedule or postpone the Event within fourteen (14) days before the scheduled Event date, the Club may apply the short-notice cancellation charges in Clause 12.2.

If a rescheduled date is not confirmed within a reasonable timeframe as determined by the Club acting reasonably, or the event is subsequently cancelled, the matter will be treated as a cancellation and Clause 12 (Cancellations) will apply in full.

12.5 FORCE MAJEURE EVENT

Neither the Client nor the Club will be liable for any failure or delay in the performance of their obligations under this Agreement where such failure or delay is caused by events beyond their reasonable control (Force Majeure Event).

Force Majeure Events include, but are not limited to:

- acts of God, fire, flood, storm, earthquake, or natural disaster,
- epidemic, pandemic, public health emergency, or government-imposed restrictions,
- war, terrorism, civil disturbance, or riot,
- strikes, industrial action, or labour disputes not directly involving the affected party,
- interruption to utilities or essential services, or
- any law, regulation, direction, or order of a government or regulatory authority.

Where a Force Majeure Event prevents the event from proceeding on the agreed date, the parties will use reasonable endeavours to reschedule the event to a mutually agreed date, subject to availability.

If rescheduling is not possible, the matter will be treated in accordance with Clause 12 (Cancellations). Any monies paid will be dealt with in accordance with the Club's cancellation policy, less any reasonable costs already incurred by the Club.

Nothing in this clause limits or excludes any rights or remedies available under the Australian Consumer Law.

12.6 VENUE UNAVAILABILITY / SUBSTITUTION

- In the event that the Club is unable to comply with any provision of this Agreement due to circumstances such as, without limitation, interruption or failure of electricity or gas supply, industrial disputes, plant or equipment failure, unavailability of food items, or any other unforeseen contingency, the Club may, acting reasonably and in good faith:

- cancel the booking,
 - offer to reschedule the event, or
 - refund any amounts paid in accordance with the Club's cancellation policy, less any reasonable costs already incurred.
- Where the event room originally booked is unavailable or deemed unsuitable due to unforeseen circumstances, the Club reserves the right to allocate an alternative event room of a similar standard and capacity, where reasonably practicable.
 - Every reasonable effort will be made to notify the Client of any such cancellation, rescheduling, or venue substitution as soon as practicable.

Nothing in this clause limits or excludes any rights or remedies available under the Australian Consumer Law.

12.7 DEPOSIT (BOOKING FEE)

- A \$400 deposit is required to secure the booking date. This deposit is non-refundable if the Client cancels the event or reduces the booking in a way that results in a lower total charge.
- If the Club cancels the booking due to venue unavailability or a force majeure event (as defined in this Agreement), the Client may elect to have the deposit refunded or credited toward a rescheduled booking (subject to availability).

Nothing in this clause limits any rights or remedies the Client may have under the Australian Consumer Law (ACL).

13. LIABILITY AND INDEMNITY

13.1 LIABILITY AND INDEMNITY

- The Client and their guests attend and use the venue at their own risk, subject to the Australian Consumer Law and except to the extent that loss or damage is caused by the negligence or unlawful conduct of Club.
- To the extent permitted by law, the Client indemnifies and holds harmless the Club, its officers, employees, and agents against any loss, damage, liability, cost, or claim arising out of or in connection with:
 - the event; the conduct or actions of the Client or any guests, invitees, contractors, or service providers, or
 - any breach of this Agreement by the Client.

Nothing in this clause excludes, restricts, or modifies any rights or remedies available under the Australian Consumer Law.

13.2 LIMITATION OF LIABILITY

To the extent permitted by law, the Club is not liable for any indirect or consequential loss, including (without limitation) loss of profit, loss of enjoyment, or disappointment, arising from or in connection with the hire or use of the venue.

Nothing in this clause excludes, restricts, or modifies any rights or remedies available under the Australian Consumer Law.

14. 14.GOVERNING LAW

14.1 GOVERNING LAW

This Agreement is governed by, and construed in accordance with, the laws of the Australian Capital Territory, and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

15. ENTIRE AGREEMENT

15.1 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, understandings, representations, or agreements, whether written or oral, in relation to its subject matter.

16. VARIATION

16.1 VARIATION

This Agreement may only be amended or varied by a document in writing and signed by both parties, unless otherwise expressly permitted under this Agreement.

No verbal agreements, emails, text messages, or informal communications will constitute a variation of this Agreement unless confirmed in writing and signed by both parties.

17. SEVERABILITY

17.1 SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision will be severed to the extent necessary, and the remaining provisions will continue in full force and effect.

18. WAIVER

18.1 WAIVER

A failure or delay by either party to exercise any right, power, or remedy under this Agreement does not operate as a waiver of that right, power, or remedy.

Any waiver must be in writing and signed by the party granting the waiver.

19. EXECUTION

19.1 EXECUTION

This Agreement may be executed electronically and in counterparts, each of which will be deemed an original and together will constitute one and the same instrument.

By signing this Agreement, the Client acknowledges that they have read, understood, and agree to be legally bound by its Terms and Conditions.

Venue Hire Agreement – Acknowledgment & Acceptance

☐ **I hereby confirm that I have read, understood, and agree to be bound by the Venue Hire Agreement – Terms and Conditions.**

Client Name: _____

Signature: _____

Date: _____