

## Terms and Conditions

**1. Deposit;** A deposit is required to hold bookings, the booking is valid only upon payment of the deposit and execution of these terms and conditions by the client.

**1.1 The Agreement & Deposit Request Form** must be completed by the client and returned to the Summit Events Centre with deposit payment within 14 days of the tentative booking begin made. If deposit is not received within this time the tentative booking will be released.

1.2 Deposit amounts requested:

If the anticipated Event total cost is under \$1000 the full amount is paid up front

If the anticipated Event Total cost is between \$1000 - \$5000, the deposit is \$1000.

If the anticipated Event Total cost is greater than \$5000, the deposit is 20% of Total cost.

## 2. Cancellation;

2.1. We would share your disappointment if your event were cancelled. Notice of cancellation for a confirmed booking must be given in writing by the client and when received by Summit Event Centre the deposit shall be refunded only upon the re-booking of the cancelled date with a function.

2.2. Further to Clause 2.1, if notice of cancellation is given in writing prior to 365 days of the function date and Summit Event Centre does not secure a booking of a **replacement similar function** for that date, the client shall **forfeit** deposits paid (which sum is inclusive of GST).

**2.3. The following cancellation fees** would be applicable and payable/forfeited by the client if the event is cancelled by the client:

Between 89 – 30 Days from your event: Deposit + 20% of catering & beverage costs as per event contract.

Between 29 – 15 Days from your event: Deposit + 35% of catering & beverage costs as per event contract.

Between 14 – 7 Days from your event: Deposit + 50% of catering & beverage costs as per event contract.

Within 6 days: 100% of catering & beverage costs as per event contract.

**2.4. Postponing an event;** Subject to the cancellation clauses and management's approval, the venue will review postponement and re-allocation of monies if the event is rescheduled with a new confirmed date.

## 3. Final payment; All final payments are due within 7 days of venue invoice being issued.

3.1 Final payment for the function shall be made by the client by **EFT, cash or bank cheque**. Cheques must be cleared 24 hours prior to the function commencing. Use of a credit card shall incur a **1.25% surcharge for Visa and Mastercard and 2.75% surcharge for Corporate Cards, AMEX and international cards, EFTPOS has NO surcharge**.

**3.2 Payment for a bar tab, tea and coffee/beverages on consumption, and additional goods and services that are required on the day/evening of the function must be paid for at the conclusion of the function.**

3.3 Interest accrues at the rate of 2% per month on daily balances outstanding until full payment is received.

**4. Pricing;** All prices are based on current costs and are subject to change without notice, unless the booking is confirmed in writing. Prices will be confirmed in writing along with final function details. Every endeavor is made to maintain prices as printed, but these may be subject to increase due to availability of product. All prices quoted are inclusive of any state or federal government tax or levy.

**4.1 Quotes/Price Estimates are valid for 14 days to secure a booking.** A deposit is required within this 14 days to confirm the Quote/Price Estimate. If a deposit has not been received within this time then the booking will automatically be released and the Price Estimate will be invalid.

**5. Bond;** The client must pay additional charges incurred where the cleaning is considered to be over and above where normal cleaning is required.

5.1 This amount shall be applied against any loss or damage incurred by Summit Events Centre as a consequence or in the course of holding the function or in consequence of the actions of any guest prior to, during or after the function.

5.2 Any balance of the security bond after allowing a reasonable estimate of such loss or damage (if any) shall be refunded to the client within 3 business days of the function. If the security bond is insufficient to pay for such loss or damage, the client will pay the estimated short fall within 3 days of a request in writing to do so.

**6. Final numbers; Final numbers are required by close of business 4 BUSINESS DAYS PRIOR TO THE EVENT.**

Final payment is due within 7 days of venue invoice being issued. Maximum occupancy numbers must be adhered to at all times.

6.1 If final numbers **increase** within 4 BUSINESS DAYS PRIOR TO THE EVENT then an additional charge of 15% will apply to price per person of additional attendees/guests.

6.2 If final numbers **decrease** you will be charged on your final numbers given to the venue 4 days prior. Final payment is due within 7 days of venue invoice being issued.

7. Menus, beverage arrangements, entertaining, audio visual requirements, room set-ups, starting and finishing times will be outlined in writing shortly after the event booking is made. **FINAL confirmation** of this via a **signed Event Order** is required no later than close of business **10 days prior to the event**.

8. Responsible service of Alcohol; Under the Liquor Licensing Act, all parties drinking must remain with their drinks inside the function room and may not take drinks outside the Summit Events Centre. **As a house policy it is recommended that a substantial quantity of food be served per guest per hour.** No guest under the age of 18 will be served alcohol and age restrictions may apply to certain areas within the building. **Any guests who looks under 21yrs of age may be asked for ID and must ensure that they have sufficient ID on them in order to be served alcohol.**

9. Summit Events Centre reserves the right to exclude or eject any guest from the function or from the premises without refund to the client if the client is intoxicated, unruly, aggressive, or destructive. **It is your responsibility to ensure all guests behave in an orderly manner during the event.**

**10. Signage hanging;** You are permitted to display signs in the function rooms of Summit Events Centre using 3M removable adhesives. **Under no circumstances** are you or your employees, agents, contractors or guests allowed to use nails, screws, staples, tape or any other adhesive to any wall, door, ceiling or other surface or part of the building. You are liable for any loss or damage caused by the placement or the removal of any signs in accordance with this clause. **Please discuss any official signage or printing** you may require with us and Summit Events Team is pleased to work in with you where possible.

11. Summit Events Centre must be notified at least 24 hours prior to any **deliveries** and all items delivered must be marked for the attention of Summit Events Centre: Level 1 Iceworks Building with the **name, date and relevant function room**. We request that all goods be removed on the completion of the function. Should the goods not be taken on the completion of the function, we reserve the right to **forward these goods to you by courier at your expense** if they are not collected by the following morning – cash on delivery. Summit Events Centre accepts no responsibility for any loss or damage of any items prior to, during or at the conclusion of the function.

**12. Additional permits etc;** The client shall be liable at his/her own expense to obtain all permits and consents as required for the conduct of the function or any part thereof, over and above those already held by Summit Events Centre; and shall indemnify Summit Events Centre in respect of all losses incurred as a

consequence of any failure by the client to obtain any such permit or consent. Summit Events Centre shall be at liberty to prevent any activity for which any required permit or consent is not obtained by the client, without being liable to the client for any loss occasioned by such prevention.

**13. The client must not bring onto the premises any food or beverage** for the purpose of consumption during the function, without the prior written consent of Summit Events Centre who may charge an additional fee to the client in granting its consent.

**14. Event Managers;** As part of our friendly and professional service, all functions have a dedicated Functions Manager on call to assist you with any request you may have during your event.

**15. Security guards;** Should Summit Events Centre deem it necessary for a specific event, security guards may be required, this service will be at the cost to the client. ALL birthday parties for age 25 and under will require security.

**16. Event timing;** It is the client's responsibility to ensure that they attend the function on the specified time. Summit Events Centre will not be held responsible should all guests not be punctual in arriving or being seated, or should speakers, attendees or the client delay the commencement of any event, or if any other interference beyond the control of the venue does not permit us to commence service at the contracted time. If the function begins after the specified starting time, it will still be subject to the **finishing time specified in the event booking agreement specifications**, unless venue management agrees otherwise.

17. In the event that the function continues after the contracted conclusion time and the following client is adversely affected, Summit Events Centre reserves the right to charge to the client any monies that are incurred to ensure the **smooth running of the next function**. Summit Events Centre reserves the right to clean the function space at the original finishing time.

18. Summit Events Centre reserves the right to move a function from one function room to another, due to circumstances beyond Summit Events Centre control.

19. The client indemnifies and holds indemnified Summit Events Centre from all **loss or damage** suffered by it as a result of a breach by the client of this contract and/or any act, negligence or omission by the client or any guests, contractors or subcontractors in relation to the function including the use of any effects in that function including smoke machines, balloons and/or pyrotechnics.

20. To the fullest extent permitted by law, the client releases Summit Events Centre from any liability for personal injuries suffered, loss or damage arising from any acts or omissions of Summit Events Centre or any employee, agent, contractor or subcontractor of Summit Events Centre. If Summit Events Centre is found to be liable notwithstanding this exclusion of liability clause, then the client agrees that liability is limited to the charges paid by you to Summit Events Centre for the function.

21. No effects, including smoke machines, balloons and/or pyrotechnics, can be operated without the prior written consent from Summit Events Centre.

22. No amendment to these terms and conditions shall be binding upon Summit Events Centre unless in writing and signed on its behalf.

23. Summit Events Centre will not be liable for any non-performance of its obligations under this contract in the event such non-performance is caused or contributed by riot, fire, war, terrorist acts, Acts of God, labour dispute, government regulations, flood and other force of nature events.

24. Please note that **surcharges will apply on most Summit Events Centre pricing** for the following: Public holidays, Christmas Eve, New Years Eve, State of Origins, Rugby Internationals, Melbourne Cup & Riverfire.