



HRV Management Ltd

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Function Terms & Conditions

Tabcorp Park Terms and Conditions of Function Hiring

1. HRV Management Limited (ACN 114 672 141) trading as Tabcorp Park operates the Function Centre. In these terms and conditions HRV Management Limited is referred to as "the Operator". The Client's details and details of the function appear on the Function Details Form, which is to be read together with these terms and conditions.

2. A booking will be considered tentative until receipt of deposit and completion of all relevant details set out in the Function Details Form. Such a booking will be held for 7 days. Once this period has expired, the Operator may cancel such booking and reallocate the area in which the proposed function was to be conducted to another Client. A booking will be considered confirmed upon payment of deposit and completion of all relevant details set out in the Booking Application Form.

3. Payment terms for Functions are:

Deposit of 25% estimated total cost of function required when confirming booking;

75% of estimated total cost of function including any additional charges to be paid in accordance with clause 10.

4. If the Client wishes to change the date of the function the Operator will use its reasonable endeavours to accommodate such change provided the Client gives the Operator adequate notice in writing of the requested change of date and area in which the proposed function is to be conducted is available on the new date of the proposed function (which must be within 3 months of the original date). If for any reason it is not possible to change the date of the function, the Client may cancel the function in accordance with Clause 5.

5. (a) If the Client wishes to cancel the function, any cancellation must be in writing and, subject to sub clause (b), the following cancellation fees will apply:

Date written notice of cancellation is received by Operator

Cancellation fee payable by Client

30 days or more prior to date of proposed function.

50% of total estimated charges for function less deposit paid.

Less than 30 days but 7 days or more prior to date of proposed function.

75% of total estimated charges for function less deposit paid.

Less than 7 days prior to date of proposed function.

100% of total estimated charges for function less deposit paid.

(b) The cancellation fees set out in sub clause (a) will not apply if another function for at least the same number of guests is conducted by a third party in the area in which the function was to be conducted by the Client.

6. The Client acknowledges that the number of expected guests stated on the Booking Application Form is a realistic expectation of attendance at the function and is the basis upon which the booking is accepted by the Operator. If the number of confirmed guests is more than 25% less than the number of expected guests, the Client agrees to pay 50% of the charges applicable to the reduction in the number of expected guests.

7. The Client agrees to notify the Operator of the number of confirmed guests attending the function at least 14 days prior to the date of the function. If the Client fails to notify the Operator as set out above, the number of confirmed guests will be deemed to be the number of expected guests stated on the Booking Application Form. If actual guest numbers are less than the number of confirmed guests, charges for the function will be based on the number of confirmed guests together with any amount payable pursuant to clause 6.

If actual guest numbers are greater than the number of confirmed guests, charges for the function will be based on the actual number of guests.

8. The Client and guests of the Client are not permitted to provide food and beverage at the function without prior approval from the Operator, or consume food and beverage at the function other than that supplied by the Operator. If the Operator gives such approval it may be conditional upon the Client signing a release in favour of the Operator in respect of the food and beverage to be provided by the Client.

9. Menu details must be finalised 14 days before the date of the function. Menus may be selected from the range of food and beverage items made available by the Operator, and other items may be provided by arrangement with the Operator to suit the Client's specific requirements. The prices for menus quoted by the Operator are subject to change, and the Operator will notify the Client of any such change.

If the Operator is unable to provide part or all of the selected menu, the Operator reserves the right to adapt the selected menu in consultation with the Client.

10. Unless otherwise agreed by the Operator, the Client must make payment in full 14 days prior to the date of the function ("prepayment"). Prepayment may be made by any of the methods specified on the Invoice supplied. The Operator reserves the right to cancel the booking if prepayment is not made by the Client as required, in which case the Client shall be deemed to have cancelled the Function less than 7 days prior, and provisions of clause 5 shall apply.

11. Where the Client elects on the Booking Application Form to make prepayment by credit card, payment will be processed in advance of the function in accordance with the due date for prepayment, and a copy of the invoice and credit card transaction details will be forwarded to the Client following the function.

12. Any additional charges incurred after prepayment has been processed are required to be settled by the Client in cash or by credit card at the conclusion of the function. If such additional charges are not settled as contemplated, the Client authorises the Operator to process a further credit card transaction to settle such additional charges.

13. The Operator reserves the right to make an additional charge in relation to carrying out any repairs or extraordinary cleaning required following the function. General and normal cleaning is included in the function charge.

14. (a) Unless otherwise agreed by the Operator, the Client must notify the Operator at the time the booking for the function is confirmed of details of any request for prior access to the area in which the proposed function is to be conducted. Any such request is subject to approval by the Operator.

(b) The Client is responsible for ensuring the area in which the proposed function is to be conducted is vacated by the function conclusion time set out on the Booking Application Form. There will be an additional charge of \$2 per guest per half hour (or part thereof) if the actual finish time of the function is later than the function conclusion time set out on the Booking Application Form.

15. If the area in which the proposed function is to be conducted is not available to the Client on the date on which the function is booked due to any reason (including but not limited to fire, flood and damage) or the Operator is not able to cater for the function in the manner contemplated when the booking was made for any reason (including but not limited to failure of food and beverage suppliers to provide goods to the Operator, interruption of electricity, gas or water supplies, equipment failure and industrial action) and the Client does not wish to re-book the function on another date, the Operator shall not be liable for any loss suffered by the Client as the result of such unavailability or such inability to cater other than the refund of the monies paid by the Client to the Operator in respect of the proposed function.

16. Decorations of any kind may only be used in any area in which the proposed function is to be conducted if prior approval of the Operator has been obtained. The Client acknowledges that confetti, glitter, poppers, rice and petals are not permitted to be used. If the use of decorations is approved by the Operator, the provisions of Clause 13 shall apply.

17. The Client must obtain prior approval from the Operator if it wishes to arrange their own entertainment. The Client acknowledges that the Musicians Award stipulates that members on a call of 4 hours or more must receive a main meal and soft drink. The Operator will provide such meals and drinks at a cost to the Client. Alcohol will not be served to musicians or other persons engaged by the Client without approval from the Client.

18. The Client acknowledges that the Operator and its personnel will enforce a responsible service of alcohol policy, and that any guest(s) who in the opinion of the Operator's personnel are intoxicated to an unacceptable level and minors will be refused service of alcohol. The Operator reserves the right to end the function before the scheduled conclusion time if in the opinion of the Operator's personnel the behaviour of the Client's guest(s) is unacceptable.

19. The Client acknowledges that other than designated smoking areas, all areas in which a proposed function is to be conducted are to be smoke free, in accordance with Victorian law.

20. The Operator reserves the right to exclude persons, without liability, from a function. In such a case, the provisions of clause 23 shall apply to any such exclusion.

21. The Client agrees that it is responsible for any damage to any of the Operator's property in the area in which the proposed function is to be conducted, or any other area of the Function Centre or Complex, caused by the actions of the Client's guests. The Client further agrees that an additional charge may be made by the Operator for the cost of the repair or replacement of such damaged property. In such a case, the provisions of clause 12 shall apply to any such additional charge.

22. The Client acknowledges that the Operator accepts no responsibility for damage to or the loss of any property of the Client or the Client's guests. Any lost property will be held by the Operator for 14 days following the date of the function, and such property is held by the Operator in the capacity of mere bailee (ie not as bailee for reward).

23. The Client agrees to indemnify and keep indemnified the Operator, its employees and other personnel in respect of any action, claim, demand, expense, liability or proceeding arising from any personal injury, death or property damage in relation to the function or in relation to guests of the Client and other persons present prior to during and after the function, except to the extent that any negligent act, error or omission of the Operator its employees and other personnel contributes to such personal injury, death or property damage.

24. The Operator accepts no responsibility for any damage to or loss of the Client's or the Client's guests property from the car park at the Function Centre.

25. The Client agrees to obtain the Operator's prior approval if the name of the Function Centre or its logo is to be used in any advertising or commercial promotion of the function. The Operator will not unreasonably withhold such approval.

26. (a) Equipment and audio visual facilities other than those available at the Function Centre may be organised in conjunction with the Operator. If third parties provide such equipment or facilities, the Operator's personnel must be present to supervise such equipment or facilities, and the Client is responsible for liaising with the Operator to arrange for this to occur. An additional charge may apply for such supervision. The Operator may require such equipment and facilities to undergo a safety inspection.

(b) The Client must obtain prior approval from the Operator if it wishes to utilise any special effects such as smoke machines and pyrotechnics at the function. The Client will be responsible for any costs associated with, and for any damage arising from, the activation of fire alarms and smoke detectors.

(c) The Operator may refuse approval to use any equipment, facilities or special effects if the Operator considers there is an unacceptable fire, safety or occupational health and safety risk.

27. No signage or display material is to be pinned, screwed, stapled or adhered to any surface of the Function Centre without prior approval from the Operator. If the Client is an exhibitor or uses equipment, facilities or special effects as contemplated by clause 26 the Client is responsible for transportation, set up and dismantling of such exhibitions, equipment, facilities or special effects.

28. Expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the meanings given to them by that Act. An amount payable under these terms and conditions of hiring in respect of a supply which is a taxable supply shall, unless expressed to represent the price of the supply, represent the GST exclusive value of the supply, and subject to the Operator issuing the Client with a valid tax invoice that entitles the Client to claim any applicable input tax credit, the Client must, in addition to paying the amount payable to the Operator, at the same time also pay the Operator the amount of GST that is payable by the Operator in respect of the supply.

29. A Patron Code of Conduct is in place at Tabcorp Park. All guests must abide by the this code of conduct during their time at the venue, failure to do so may result in ejection from the Function Centre. A copy of the code is available to view on request.

Any authorised or additional charges may be charged to the credit card supplied or be invoiced.

On behalf of the client I agree that I have read and understood the terms and conditions outlined above with respect to the hiring of any and all function facilities at Tabcorp Park.

Print Name: _____ **Signed:** _____ **Date:** _____