

# TERMS AND CONDITIONS

## FOR HIRE OF FUNCTION SPACE

### 1. HIRE OF EVENT ROOM(S)

Red Scooter will hire out the function room(s) noted in the attached Booking Form on the Terms and Conditions set out below and in the attachments

### 2. CONFIRMATION

You may make a tentative booking at any time by calling us and you will not incur any obligation until confirmation is formalised, as set out below.

To confirm a tentative booking you must complete and sign the Booking Form and forward the properly completed Booking Form and the required deposit within 7 days.

If you need more time please let us know.

Red Scooter will send a confirmation letter and the tentative booking will then be formalised.

If the required deposit and Booking Form are not received within time or any payment is not cleared, Red Scooter reserves the right to cancel, without Red Scooter having any liability or consequence.

If you have a tentative booking and someone else wants to book the same date and time, we will try to contact you to offer you first right of refusal but reserve the right to take a firm booking over any tentative booking, without Red Scooter having any liability or consequence.

All Events are booked for a 5 hour duration and charges apply for any early start or late finish at our applicable rates (normally not less than \$550 per half hour or part thereof or \$10 x per the number booked – whichever is the greater). Please check with us before the Event to avoid any misunderstanding.

### 3. PAYMENTS – HIGH SEASON

3.1 High Season is Mid- November through to 31 December each year.

3.2 Deposit: 50 % of total Event cost payable:

25% of total Event cost with Booking Form ("Initial Deposit")

25% of total Event cost 3 months before function ("Balance of Deposit")

3.3 Balance of total Event cost is payable in cleared funds, 7 days before the function

### 4. PAYMENTS – OTHER TIMES

4.1 Deposit: \$3,000.00 ("Initial Deposit")

4.2 Balance of total Event cost is payable in cleared funds, 7 days before the function

### 5. NON-PAYMENT

5.1 If any deposit payments or payment of balance is not paid on time or any payment is not cleared, Red Scooter reserves the right to cancel the booking without Red Scooter having any liability or consequence and without derogating from any rights of Red Scooter.

5.2 Personal cheques for the balance of total Event cost, will only be accepted if received 15 days prior to the Event.

### 6. CANCELLATION

6.1 Subject to 6.2, if an Event is cancelled for any reason, the following terms are applicable, unless otherwise agreed in writing with Red Scooter.

More than 3 months notice: the cancellation fee will be equivalent to the Initial Deposit

1 to 3 months notice: the cancellation fee will be equivalent to the Deposit plus any additional costs or expenses incurred by Red Scooter.

Less than 1 months notice: the cancellation fee will be equivalent to the Deposit plus any additional costs expenses or losses incurred by Red Scooter, to which a loading of 25% will apply for administrative overheads as agreed.

6.2 If Red Scooter is able to find a replacement booking it will negotiate in good faith over any reduction in the agreed cancellation fees

### 7. POSTPONEMENT

7.1 If an Event is postponed, the following terms are applicable, unless otherwise agreed in writing with Red Scooter

More than 3 months notice: the postponement fee will be equivalent to the Initial Deposit.

1 to 3 months notice: the postponement fee will be equivalent to the Deposit plus any additional costs or expenses incurred by Red Scooter.

Less than 1 months notice: the postponement fee will be equivalent to the Deposit plus any additional costs expenses or losses incurred by Red Scooter to which a loading of 25% will apply for administrative overheads as agreed.

7.2 If Red Scooter is able to find a replacement booking it will negotiate in good faith over any reduction in the agreed postponement fees

7.3 If the booking subsequently proceeds at an agreed new time, Red Scooter it will negotiate in good faith over any reduction in the agreed postponement fees

7.4 You and the Card Holder agree that the applicable cancellation fees/postponement fees are reasonable and agree to these as liquidated and agreed damages to compensate Red Scooter for administrative time involved and lost opportunity.

7.5 Red Scooter reserves the right to cancel or postpone any confirmed booking if

7.5.1 any payments are not made as and when requested;

7.5.2 if the Event alters in any substantial way from what was booked and confirmed;

7.5.3 if undue personal difficulties arise with you, the Card Holder or anyone else, over the Event;

7.5.4 if you or the Card Holder do not observe any time requirements set out in these Terms and Conditions or in any communication with Red Scooter;

7.5.5 if any arrangement or proposal for the Event is unacceptable to Red Scooter; or

7.5.6 if there is any double booking.

7.6 If Red Scooter cancels or postpones any confirmed booking under 7.5.6, it will use all reasonable endeavours to make satisfactory alternative arrangements, including arranging an alternative suitable venue and/or nominating an alternative suitable date. If suitable alternative arrangements cannot be agreed, Red Scooter will refund all monies paid but will not be liable in any way for any other claim, demand or compensation by or through any party.

### 8. MINIMUM NUMBERS

You and the Card Holder agree to pay for the number of guests nominated in the Booking Form, no matter how few attend.

We will try to act reasonably in agreeing to any variation of the above that you request in advance of the Event, but if final numbers fall below the minimum attendance requirement (Venue Capacity) or Minimum Charges (in the High Season), you will certainly have to pay at the minimum rate(s), unless we agree with you otherwise.

### 9. FINAL NUMBERS

9.1 Confirmed numbers of guests must be received in writing by 12 noon, 10 days prior to the event. Should the final numbers not be received by written confirmation, the number of guests indicated on the Booking Form or as agreed under clause 8, will be taken as the confirmed number and be charged for accordingly.

9.2 Any additional numbers of guests which Red Scooter accepts, will be charged for pro-rata as applicable and a loading of 25% will apply to cover the difficulties and costs of dealing with more guests than planned.

9.3 Any excess in numbers which cannot be reasonably accommodated (in the complete discretion of Red Scooter) will be turned away and you and the Card Holder authorise Red Scooter as your agent to take any step reasonably required to deal with excess numbers turned away, without any liability or consequence.

9.4 You will need to provide us with a final floor plan and number of people per table in a form acceptable to us, at least 10 days prior to the Event. Once tables are arranged and set, we cannot change these without substantial cost and time involved. We will try to meet your needs, if time and staffing permit, provided we have agreed with you the extra cost you will pay.

### 10. MENU & BEVERAGES

10.1 Menu and Beverage confirmation must be given 10 working days prior to the Event. Any requested alterations to these which can be accommodated and dealt with will attract an additional fee per head to cover any additional costs and expenses together with a 25% loading for administrative costs and time involved. If requested changes are made less than 10 working days prior to the Event it is likely that we may not be able to deal with these at all.

10.2 It is the responsibility of you to ensure that Red Scooter has details of any special dietary requirements or allergies which any guests may have. You must supply all name and table allocation details for each such guest. You and the Card Holder indemnify Red Scooter against any claim relating to any such person or anything relating to them, in addition to any other indemnity given.

10.3 Due to seasonal availability and other circumstances (whether beyond Red Scooter's control or otherwise), menu options may not always be available. In such cases, you is required to choose an appropriate alternative and meet any additional costs and expenses incurred. If you nominate specific non menu items the additional cost together with a 25% loading for administrative costs and time involved will be payable.

### 11. FUNCTION DETAILS

11.1 A Red Scooter Event Manager will be appointed upon receipt of the signed Booking Form and payment of the full deposit. You must ring to confirm the Red Scooter Event Manager's name and contact details at least 15 working days prior to the Event.

11.2 Details of all Event arrangements must be advised in writing to the Red Scooter Event Manager as soon as possible and at least 10 working days prior to the Event, failing which, Red Scooter reserves the right to cancel the booking without any liability or consequence.

### 12. EXTERNAL EVENT CO-ORDINATOR

12.1 If you propose to engage an external Event Co-Ordinator to assist in preparation for your Event (whether including presentation of the venue, erection of fittings or displays etc or otherwise), the External Event Co-Ordinator's name and all contact details must be advised in writing prior to you signing the Booking Form or on the Form itself. Red Scooter reserves the right to refuse the involvement of any event Co-ordinator at its discretion at any time without Red Scooter having any liability or consequence.

12.2 Red Scooter reserves the right to refuse or require modification to any plans of any external Event Co-Ordinator without Red Scooter having any liability or consequence.

12.3 Red Scooter does not accept responsibility for any injury, loss or damage incurred by or as a result of anything done or arranged by any external Event Co-Ordinator (including any alterations made to the venue premises by installation, erection or placement of fittings, fixtures, decorations or other material supplied by or at the direction of your external Event Co-Ordinator or performed by outside contractors) prior to, during or after the Event.

### 13. VENUE ACCESS/AVAILABILITY

Evening Events

13.1 Red Scooter (if requested) will make access available to the venue from 2 hours prior to the commencement of the 5 hour Event and 1 hour after.

13.2 Access to the venue may be available on request between 9.00am and 6.00pm on the day of the Event, provided we do not have another function, requirement or use. We will try to meet your needs, if we can and if time and staffing permit, provided we have agreed with you any extra cost and it has been paid.

13.3 Any access to the venue that is required outside of the hours stated in 13.1 will incur a minimum \$95.00 per hour fee. Please check with us before the Event to avoid any misunderstandings.

13.4 It is the responsibility of you to advise Red Scooter of any additional access requirements in writing prior to the Event and Red Scooter reserves the right to refuse such access at its complete discretion, without Red Scooter having any liability or consequence.

Day Events

13.5 Red Scooter reserves the right to book day or evening functions on the day of your Event and at any time the following day and you and the Card Holder will indemnify Red Scooter if any day

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function is disrupted by your Event or anything arising from it and Red Scooter or any of its staff, contractors or customers etc suffer any loss or claim as a result.

### 14. DELIVERIES

14.1 All deliveries to Red Scooter must be agreed with the Red Scooter Event Manager prior to the delivery and must be delivered to the venue on the dates and times agreed and clearly and properly marked with the name and date of the Event. Red Scooter reserves the right to refuse any delivery made or attempted at any other dates or times, at its complete discretion, without Red Scooter having any liability or consequence.

14.2 All equipment and property brought to the Venue must be removed immediately following an Event unless previously arranged in writing with Red Scooter. Any equipment or property not removed, may be removed and/or discarded by Red Scooter at its complete discretion, without any liability or consequence and any cost, damage, claim or loss relating to the exercise of this discretion will be the responsibility of you and the Card Holder.

### 15. QUOTES AND PRICES

15.1 All prices are current at the time of quotation and are subject to revision prior to final number confirmation per clause 9, unless otherwise agreed. Revision will be to take into account any genuine "rise & fall" in costings, between the date of confirmation of booking and final number confirmation date.

15.2 Subject to clause 15.1 all written quotes are valid for 10 working days from the date of quotation for tentative bookings unless withdrawn by Red Scooter prior to receipt of both a properly completed, signed Booking Form and the required deposit in cleared funds.

### 16. RESPONSIBILITY

16.1 Red Scooter does not accept responsibility for damage to or loss of any property brought to or left in the premises prior to, during or after a Event, whether by you, the Card Holder, any guest, outside contractors or any invitees of you or any of them.

16.2 You and the Card Holder are responsible for any costs associated with any damage or loss incurred to any fittings, property or equipment on or about the premises which is caused or contributed to by you, the Card Holder or any guest, outside contractor or any invitees of you or any of them, prior to, during or after the Event. The cost of any such damage is agreed to be determined by the lower of two quotes Red Scooter obtains, provided Red Scooter has time to obtain 2 quotes. If there is insufficient time to obtain quotes you and the Cardholder will pay actual damages and/or costs of repairs/replacements.

16.3 A bond may be required depending upon the details of the Event (i.e. to cover any alterations to the Venue, hiring of Red Scooter property, type of function or guests etc). This must be paid at least 7 working days before the Event, failing which Red Scooter reserves the right to cancel the booking or refuse to allow the details for which the bond was to relate, without Red Scooter having any liability or consequence.

16.4 You is responsible for the conduct of you, the Card Holder, any guest, outside contractors or any invitees of you and authorises Red Scooter, without Red Scooter having any liability or consequence, to remove or have removed (with such force as necessary) you, the Card Holder, any guest, outside contractors or any invitees of you whose conduct is unsatisfactory or causes any distress, discomfort or harm to anyone at or near the venue.

16.5 You and the Card Holder are responsible for any death, injury, damage or loss suffered to property or persons by anyone at the venue and whether arising prior to, during or after the Event.

### 17. RESPONSIBLE SERVICE OF ALCOHOL

The Red Scooter staff are trained in the responsible serving of alcohol, and by law may refuse to serve alcohol to any person/s who seems to be intoxicated. Red Scooter prohibits any minors under the age of 18 years to be served or given any alcoholic beverages. You authorise Red Scooter as you agent, to enforce these laws and must fully support Red Scooter and indemnify Red Scooter against any repercussions in attempting to enforce these laws or any alleged failure to so act.

### 18. PUBLIC HOLIDAY SURCHARGE

A surcharge is applicable on public holidays. Please check with us before sending in your Booking Form. Our standard surcharge for your selected venue will apply unless we have agreed otherwise with you in writing in advance. Please check with us before the Event to avoid any misunderstandings.

### 19. SIGNAGE

19.1 You may not cover, alter or obscure any part of any Red Scooter signage without the prior written consent of the Red Scooter Event Manager.

19.2 You may not install or display any signage or thing at the venue without the prior written consent of the Red Scooter Event Manager.

### 20. FORCE MAJEURE

Should Red Scooter be prevented or substantially impeded from implementing and/or providing any services contemplated or confirmed, due to circumstances beyond its control (such as power failures, Government intervention, (direct or indirect) Government or other development or redevelopment (direct or indirect) of the venue or any adjoining site, fire, flooding, natural disasters, strikes, lock-out, war, terrorism, sabotage or acts of God) you will make no claim for loss or damage against Red Scooter or any related entity or person and will not permit any party to make any claim through you.

### 21. INDEMNITY, LIMITATION OF LIABILITY, RELEASE AND INSURANCE

21.1 To the fullest extent legally possible, you and the Card Holder indemnify Red Scooter and any related entity or person, their servants or agents, against any claim, cost, loss, damage or liability howsoever arising which relates in any way to the Event, any related thing arising prior to, during or after the Event, these Terms and Conditions and anything governed by them or any part of the services contemplated ("Services"), including any liability which Red Scooter cannot or has not excluded under these Terms and Conditions.

21.2 To the fullest extent legally possible, Red Scooter and any related entity or person, their servants or agents will not be liable and no claim shall be made by or through you, the Card Holder, any guest, outside contractor or any invitees of you or by any other person who has or may hereafter have any interest in any part of any Services or otherwise, against Red Scooter or any related entity or person, their servants or agents which imposes or attempts to impose any liability whatsoever in connection with any part of the Services or otherwise, including any claim in tort or contract and whether for trespass, negligence, misfeasance, willful act or omission, default or otherwise and whether claiming for contingent, consequential, direct, indirect, special or punitive damages or otherwise.

21.3 For the avoidance of doubt, any liability under the Trade Practices Act or otherwise, which cannot be legally avoided will be limited to the cost of supply of the Services or the supply of the Services again.

21.4 You and the card holder release Red Scooter from any liability.

21.5 If requested by Red Scooter, you must take out all appropriate insurance reasonably required by Red Scooter for the Event, failing which Red Scooter reserves the right to cancel the booking without any liability or consequence.

### 22. OUTSIDE CATERING

In the case of Events requiring outside catering, these will be governed by further separate terms and conditions which will operate in addition to these Terms and Conditions. Please contact Red Scooter before the event to avoid any misunderstandings.

### 23. GUARANTORS

You and the Card Holder agree to procure the personal guarantee of the Guarantor(s) (if any) named in the Booking Form, in the standard form of Agreement to Guarantee and Indemnify used by Red Scooter and to deliver same to the Event Manager not less than 10 working days prior to the Event, failing which Red Scooter reserves the right to cancel the booking, without any liability or consequence

### 24. CREDIT CARDS

Acceptable credit card details are required upon making a booking and the Booking Form

24.1 All payments made by credit card will incur a surcharge.

24.2 the Booking Form must be signed by the Card Holder.

24.3 Any payment or claim that is outstanding after 7 days (whether relating to the Event, any cancellation or postponement or otherwise) will be charged to this credit card with the credit card surcharge.

24.4 By signing the Booking Form and the Credit Card authority the Card Holder and you agree to this arrangement and authorise Red Scooter to use the credit card for this purpose.

24.5 The Booking Form signatory, you and any Credit Card signatory are jointly and severally liable for payment of all fees, charges, losses or damage of Red Scooter (whether relating to the Event, any cancellation or postponement or otherwise) together with interest at 15% on any late payments.

### 25. DIFFERENT ROOMS

25.1 For the avoidance of doubt, a booking for the Madisson Room does NOT entitle any use or enjoyment of any Dakota Room facilities unless otherwise agreed in writing.

25.2 For the avoidance of doubt, a booking for the Dakota Room does NOT entitle any use or enjoyment of any Madisson Room facilities unless otherwise agreed in writing.

### 26. PROHIBITIONS

Red Scooter prohibits the following:

26.1 Throwing confetti, glitter, poppers, streamers or rice anywhere in or about the premises without prior consent of Red Scooter

26.2 Smoking anywhere on or about the Venue.

26.3 Excessive noise during any Event. Red Scooter reserves the right to control the volume of music being played inside the venue (a maximum of 85DB). Noise-limiting devices will be in place at all times

26.4 The bringing of food and beverage. All catering will be provided by Red Scooter. If you require a special arrangement to be made in relation to food and beverage, you is required to obtain the consent, in writing from Red Scooter prior to the Event.

26.5 Discrimination of any sort and any belligerent or offensive behaviour on or about the Venue;

26.6 Any waste materials left on or about the Venue;

26.7 Bringing or allowing any illegal, obnoxious or offensive item on or about the Venue;

26.8 You are responsible to Red Scooter for any breach of these prohibitions and must indemnify Red Scooter for any consequences of any breach.

### 27. WAIVER

A waiver by any part of breach of any provision in this deed or any rights arising under it is not effective unless that waiver is in writing and is signed by the party granting the waiver. No waiver will vitiate the remainder of this deed, which will continue to apply with full force and effect, nor will it prevent the exercise of any other provision or part of this deed or any other right arising under it

### 28. SOLE TERMS AND CONDITIONS

These Terms and Conditions and anything expressly incorporated by reference herein, are the entirety of the Terms and Conditions of any engagement of Red Scooter and form the basis of all understandings and agreements between you, the Card Holder and Red Scooter. No other term, condition, agreement, warranty, representation or understanding whether express or implied, extending to or relating to or binding upon Red Scooter is made or given.

### 29. DEFINITIONS

"Red Scooter" Hameon Pty Ltd ACN 073 137 087 of 25 William Street, Balaclava, Victoria 3183 and (as applicable) its related entities, its staff, servants, contractors or agents.

"You" means the parties referred to in the Booking Form:

"Card Holder" means the party whose Credit Card Details and signature appear on the Booking Form.

"Guarantor" means the Guarantor(s) referred to in the Booking Form:

"Venue/Premises" means the place(s)/room(s) at which your Event is held.