

TERMS & CONDITIONS

TERMS & CONDITIONS V11072017

Amello Pty Ltd Trading as;
Amello Hospitality Group - St Kilda Venues, Encore St Kilda Beach, Republica St Kilda Beach, Captain Baxter and
Mr McCracken
ABN 51 116 951 029

1. CONFIRMATION

- 1.1 Bookings
 - 1.1.1 To make a tentative booking the venue must be notified in writing of one event date or one date range that you would like to have placed on a tentative hold for 7 days. If the date is available and the event suitable we will do so.
 - 1.1.2 A tentative booking can be held in the system for a maximum of 7 days from the time the request was received by Amello Hospitality Group. A tentative booking is not a confirmed booking but rather an expression of interest in a date. You and Amello Hospitality Group are under no formal obligation until a Confirmation Form is signed and a Deposit is received (cleared funds).
 - 1.1.3 In the event that another client is interested in the date we will try and contact you to offer you the opportunity to book however we reserve the right to take a confirmed booking on any date that does not have a confirmed booking on it, without Amello Hospitality Group having any liability or consequence.
- 1.2 If you would like to confirm a booking, the venue must be notified in writing. You will be forwarded the Amello Hospitality Group Confirmation Form which includes these Terms & Conditions. A Deposit Invoice will be raised and payment of this along with a completed Confirmation Form needs to be returned to us within 7 days of receipt.
- 1.3 In the event that the Confirmation Form or Deposit is not received within 7 days your booking will be void and Amello Hospitality Group reserves the right to open that date up to other clients with no liability or consequence.
- 1.4 A copy of these terms and conditions are available on our websites www.stkildavenues.com.au, www.republica.net.au, www.encorestkilda.com.au, www.captainbaxter.com.au and you acknowledge having received a copy of, and agree to, these Terms and Conditions prior to making a confirmed booking.
- 1.5 The "Client" (and in the context of these Terms and Conditions includes "you") is the individual that is nominated on the Confirmation Form. This person will be the primary contact for the event and event details will not be discussed with other parties. If you would like to nominate an alternative contact for the event please do so in writing. At any one time there will only be one primary contact for the event.

2. PAYMENTS

- 2.1 Please be aware that the names on the Confirmation Form, the Client and the Card Holder are all liable for payment of all charges pertaining to the Event, Cancellation or Postponement of the event.
- 2.2 Deposits – The standard deposit requirement is 20% of the minimum spend. Amello Hospitality Group will vary this on occasions at their discretion.
- 2.3 Deposits can be paid by; Credit Card, EFT, Bank Transfer, Cash or Cheque. Amello Hospitality Group accepts Visa, Master Card, Diners and American.
- 2.4 Payment schedule is as follows;
Deposit payable no later than 7 days after Confirmation Form is sent to the client.
1st Progress payment is 25 % of the minimum spend - 3 months prior to the Event date.
2nd Progress payment is 25 % of the minimum spend - 1 month prior to the Event date.
Final payment - Cleared funds must be visible no later than 7 days prior to the Event date.
If your event is booked within 3 months of the event date Amello Hospitality Group reserves the right to reschedule the payment dates.
- 2.5 In the event that payment of the event is not received within the specified time, or any payment is dishonoured, Amello Hospitality Group reserves the right to cancel the booking without any liability or consequence.
- 2.6 Valid credit card details are required upon making a booking. Please fill in the credit card section on the Confirmation Form. If you do not want these details to be used for your deposit please specify. A booking will not be confirmed without credit card details.
- 2.7 Any outstanding payments or claim that has not been paid within 7 days (relating to the Event, Cancellation, Postponement or otherwise) will be charged to this credit. By signing the Confirmation Form and the Credit Card Authority, the Card Holder and the Client agrees to this arrangement and authorises Amello Hospitality Group to use the credit card details for this purpose.
- 2.8 In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs. Overdue accounts will be subject to interest at the rate of 13% p.a., calculated for the period the account is due until the date it is paid.

3. CANCELLATION / POSTPONEMENT / CHANGE OF DATE

- 3.1 If an Event needs to be cancelled by the client, the following terms will be applicable:
These fees are to compensate Amello Hospitality Group for the administration costs, business losses and lost opportunity.
 - 3.1.1 More than 6 months' notice, cancellation fee will be equivalent to the initial deposit, thus the deposit will be forfeited.
 - 3.1.2 Notice of 3 to 6 months, the deposit will be forfeited plus an additional cancellation fee of 20% of the minimum spend.

- 3.1.3 Notice of 1 to 3 months, the deposit will be forfeited plus an additional 50% of the minimum spend.
- 3.1.4 Less than 31 days' notice, the deposit will be forfeited plus an additional 65% of the minimum spend.
- 3.2 If an Event is postponed or date changed, the following terms are applicable:-
 - 3.2.1 More than 6 months' notice: the postponement fee will be 50% of the deposit and the balance of any deposit paid will be refunded.
 - 3.2.2 Notice of 3 - 6 months: the postponement fee will be equivalent to the deposit.
 - 3.2.3 Notice of less than 3 months, the postponement fee will be the full cancellation fee as per 3.1.3.
 - 3.2.4 Less than 31 days' notice – the postponement fee will be the same as cancellation fee as per 3.1.4.
- 3.3 Amello Hospitality Group will try and be as fair and reasonable whilst dealing with cancellations and postponements and will endeavour to find a reasonable solution.
- 3.4 Amello Hospitality Group reserves the right to cancel or postpone any confirmed booking if:
 - 3.4.1 Any payments are not made as and when requested.
 - 3.4.2 The type of Event alters in any way from what was booked and confirmed.
 - 3.4.3 Undue personal difficulties arise with the Client, the Card Holder or anyone else, over the Event.
 - 3.4.4 The Client or Card Holder do not abide by any time requirements set out in these Terms and Conditions or in any communication with them.
 - 3.4.5 Any arrangement or proposal for the Event is unacceptable to Amello Hospitality Group.
 - 3.4.6 There are double bookings.
- 3.5 The Client and the Card Holder agree that all cancellation and postponement charges and fees are reasonable and agree that they act as compensation for Amello Hospitality Group's administrative costs, stock loss and lost opportunity.
- 3.6 If Amello Hospitality Group cancels or postpones any confirmed booking under 3.4.6, it will use all reasonable endeavours to make alternative arrangements to your satisfaction including arranging an alternative suitable venue and/or nominating an alternative suitable date. If suitable alternative arrangements cannot be agreed, Amello Hospitality Group will refund all monies paid but will not be liable in any way for any other claim, demand or compensation.
- 4. **MINIMUM NUMBERS**
- 4.1 You and the Card Holder will be liable to pay for the agreed guest numbers on the Confirmation Form unless the minimum spend is met with less numbers.
- 4.2 In the event that you have a considerable drop in numbers please ensure you notify us as soon as possible. Where possible a suitable alternative arrangement will be made. Amello Hospitality Group reserves the right to cancel an existing booking in the event that the confirmed numbers are not met for a certain room.

In the event that a minimum spend is not specified, then the minimum numbers on the Confirmation Form will be the minimum number of guests charged for.

5. FINAL NUMBERS

- 5.1 Confirmed numbers of attendees must be received in writing by 12 noon, 10 working days prior to the Event date. In the event that final numbers are not received 7 days prior then we will revert to the numbers specified on the Confirmation Form as per clause 4.
- 5.2 The number of attendees confirmed at 10 days is the minimum number of attendees that the client will be invoiced for. There will be no re-imbursement of payments made or revision of invoices should the attendee numbers drop within the 10 days prior to the event.
- 5.3 Any additional numbers confirmed less than 10 days will be charged at full rate plus a 10% surcharge.
- 5.4 In the event that Amello Hospitality Group cannot accommodate extra numbers any excess in numbers which cannot be accommodated (at the complete discretion of Amello Hospitality Group management) will be turned away and the Client and the Card Holder authorise Amello Hospitality Group to take any step reasonably required to deal with excess numbers, without any liability or consequence.
- 5.5 You will need to provide us with a final floor plan and number of people per table in a form acceptable to us, 10 working 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 on the extra cost and they have been paid.

6. MENU & BEVERAGES

- 6.1 Menu and Beverage confirmation must be given 14 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 and/or they may attract additional costs and expenses.
- 6.2 It is the responsibility of the Client to ensure that Amello Hospitality Group has the details of any special dietary requirements or allergies which guests may have. The Client is to supply the full name and table allocation for each such guest. The Client and the Card Holder indemnify Amello Hospitality Group and its servants and agents against any claim relating to any such person or anything relating to them including but not limited to reactions, allergies, cultural or religious impact, this is in addition to any other indemnity given. Please note; menu descriptions do not contain a full list of ingredients and it is the client and guests responsibility to assess the suitability of the menu.
- 6.3 Due to seasonal availability and other circumstances (whether beyond the venue's control or otherwise), menu options may not always be available. In such cases, the Client is required to choose an appropriate alternative.

6.4 No externally prepared food or beverages are permitted to be brought into all of the Amello Hospitality Group venues unless prior approval is sought. Amello Hospitality Group reserves the right to request public liability insurance from any external suppliers.

7. PARKING

7.1 There are over 400 unreserved parking spaces within the St Kilda Sea Baths complex. Parking is charged per hour or per day. There are 12hr passes available for those that need to leave their car overnight.

7.2 Amello Hospitality Group provides two complimentary parking passes for each exclusive event held at Encore St Kilda. These pay for the cost of parking on the date of the event, however they do not guarantee a car space or reserved parking. It is the user's responsibility to follow instructions for parking specified by Care Park. Amello Hospitality Group will not be held responsible for parking fines incurred due to a breach of the specified conditions.

7.3 External Caterers will be given 2 passes for delivery vehicles on request.

7.4 All other parking is dependent on availability. The Client can purchase prepaid, non-reserved passes for \$14 per car from Amello Hospitality Group. All parking prices are subject to change.

8. EXTERNAL EVENT CO-ORDINATORS OR SUPPLIERS

8.1 If you propose to engage an External Event Coordinator to assist in the preparation of your Event, the External Event Coordinator's name and all contact details must be advised when signing the Confirmation Form. The Client must notify Amello Hospitality Group if the External Event Coordinator is to be the primary or secondary contact and what information is to be shared with the supplier.

8.2 Amello Hospitality Group reserves the right to refuse or require modification to any plans of any External Event Coordinator without any liability or consequence, for the benefit of the event or to protect the occupational health and safety of staff and patrons.

8.3 Amello Hospitality Group 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 or supplier. This includes any alterations made to the venue premises by installation, erection or placement of fittings, fixtures, decorations or other materials supplied by or at the direction of your External Event Coordinator/Supplier. This also relates to any action or item performed by outside contractors (suppliers included) prior to, during or after the Event. Any injury or damage suffered is the responsibility of the Event Coordinator or the Supplier/s and must be covered by the External Suppliers public liability insurance.

8.4 All External Suppliers must provide Amello Hospitality Group with their certificate of currency for public liability with a minimum of \$20M cover, Job Safety Analysis and Work Cover. A risk assessment may be requested by Amello Hospitality Group to be completed by the external supplier in relation to ceiling rigging, special effects, fire acts and pyrotechnics.

8.5 Any large bump in, such as AV equipment or complicated theming and decorating, will require an operations manager and / or technician on duty to supervise at a cost to be paid by the Client.

9. VENUE ACCESS / AVAILABILITY / EVENT

9.1 The venue will be available to access for event set up 2 hours prior to the event time stipulated on your Confirmation Form. In the event that we can be more flexible than this and we do not have a booking prior to your event, we will be, however, there will be charge of \$95 per hour during business hours for supervision of the venue if there is not already a venue supervisor on duty. For access between 1am and 6am there is a \$1000 outside business hours fee along with the \$95 per hour supervisor fee. In the event that security or cleaning must be altered to accommodate out of business hours access this will be on charged to the Client.

9.2 The venue will remain open for 1 hour post the event for bump out, additional time beyond this will be subject to approval by Amello Hospitality Group.

9.3 It is the responsibility of the Client to advise Amello Hospitality Group of any additional access requirements in writing prior 10 Days prior to the Event and Amello Hospitality Group reserves the right to refuse such access at its complete discretion, without any liability or consequence.

9.4 Amello Hospitality Group reserves the right to book an event or events on the day of your Event (prior to your 2hr bump in time) and at any time after 1.00am the following day and the Client and the Card Holder will indemnify Amello Hospitality Group if any other event is disrupted and Amello Hospitality Group suffers any loss or claim as a result.

9.5 Access to the venue by guests is not permissible prior to Event commencement time. Access to the venue by guests post Event will only be permitted for up to half an hour after the conclusion time stipulated on your Confirmation Form.

9.6 Maximum Event duration is 6 hours (excludes conferences).

9.7 Events booked between 6am – 5pm, or consecutive day bookings, do not automatically entitle the Client to an overnight hold of the Event rooms. The Client must liaise with Amello Hospitality Group regarding any overnight requirements, the approval of which remains at Amello Hospitality Group discretion. Overnight hold fees may apply.

Standard Event Times

9.8 Conference Events commence no earlier than 8am and finish no later than 5pm.

9.9 Evening Events commence no earlier than 6pm and finish no later than 1am. Evening events in November and December commence no earlier than 6.30pm.

9.10 Lunch Events commence no earlier than 12pm and finish no later than 4pm.

9.11 Breakfast Events commence no earlier than 7am and finish no later than 10am.

9.12 Ceremonies commence no earlier than 5.30pm. All ceremonies have maximum guest numbers of 150 people. All ceremonies will be held in the Event Room specified on the Confirmation Form. Any changes to this must be approved in writing by Amello Hospitality Group.

9.13 The Client may request alternate timing to that listed above in writing but the approval of this remains at the discretion of Amello Hospitality Group. Early or late access fees may apply. The confirmation of any timing alteration must be in writing by Amello Hospitality Group.

10. ROOM ALLOCATION

- 10.1 You are entitled to exclusive use of your event room only. All other event rooms and common areas within the venue are separate entities and will be booked as such. Please be mindful that the room adjoining yours may be booked for a separate event. If you require exclusive use of the venue, please speak to your Event Coordinator about an exclusive venue hire fee.
- 10.2 Amello Hospitality Group reserves the right to assign another room for the organised Event if the numbers confirmed for the Event are below the recommended minimum numbers for use of the room.

11. DELIVERIES

- 11.1 All deliveries to Amello Hospitality Group must be approved via your Event Coordinator and MUST be delivered to the venue on the dates and times agreed and clearly marked with the name and date of the Event. Amello Hospitality Group reserves the right to refuse any delivery attempted to be made outside of agreed dates or times, at its complete discretion, without any liability or consequence.
- 11.2 All equipment and property brought to the Venue MUST be removed within 1 hour of the Event finishing unless previously arranged in writing with Amello Hospitality Group. Any equipment or property not removed, may be removed and/or discarded by Amello Hospitality Group 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 the Client and the Card Holder.

12. QUOTES AND PRICES

- 12.1 All prices are current at the time and are subject to revision prior to the finalisation of the Function Confirmation Detail. The Client accepts that in the event that pricing of a particular item increases beyond what is fair and reasonable or is unavailable, Amello Hospitality Group reserves the right to substitute that item with an alternative that fits into the prescribed costing.
- 12.2 All written quotes are valid for 10 working days from the date of quotation for tentative bookings unless withdrawn by Amello Hospitality Group prior to receipt of both a completed and signed Confirmation Form along with the required deposit in cleared funds.
- 12.3 Please note there may be minimum spend requirements or venue hire requirements that you must note prior to accepting the Terms and Conditions.

13. CLIENT AND GUEST BEHAVIOUR

- 13.1 The Client is responsible for the conduct of the Client, the Card Holder, any guest, outside contractors or any invitees of the Client and authorises Amello Hospitality Group, without any liability or consequence, to remove or have removed (by such means necessary) the Client, the Card Holder, any guest, outside contractors or any invitees of the Client whose conduct is unsatisfactory or causes any distress, discomfort or harm to anyone at or near the Venue.
- 13.2 Amello Hospitality Group holds the Client and Card Holder completely responsible and liable for any breakages, injury and death caused by dangerous personal behaviour such as customary dances etc.

- 13.3 The Client, Card Holder and their guests occupy the event room and common areas at their own risk.

- 13.4 To the extent permitted by law, the Client and Card Holder release Amello Hospitality Group and its agents from any claim, action, damage, loss, liability, cost or expense which Amello Hospitality Group incurs or is liable for in connection with any damage, loss, injury or death at the Venue. The release under this clause is reduced proportionately to the extent that such damage, loss, injury or death was caused by the negligent act of Amello Hospitality Group.

14. RESPONSIBILITY

- 14.1 Amello Hospitality Group does not accept responsibility for damage to or loss of any property brought to or left in the premises prior to, during or after an Event, whether by the Client, the Card Holder, any guest, external contractors or any invitees of the Client or any of them.
- 14.2 The Client and the Card Holder are responsible for any costs associated with any damage or loss incurred to any fittings, property or equipment at the Venue which is caused or contributed to by the Client, the Card Holder or any guest, outside contractor, supplier or any invitees of the Client 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 Amello Hospitality Group obtains, provided Amello Hospitality Group has time to obtain 2 quotes. If there is insufficient time to obtain quotes the Client and the Card Holder will pay the actual cost of damage and/or repairs.
- 14.3 A bond may be required depending upon the details of the Event (i.e. any alterations to the Venue standard form, hiring of Amello Hospitality Group property, type of event or guests, etc.). This must be paid at least 7 working days before the Event, failing which, Amello Hospitality Group reserves the right to cancel the booking or refuse to allow the details for which the bond was to relate, without any liability or consequence.

15. PUBLIC HOLIDAY SURCHARGE

- 15.1 A surcharge is applicable on public holidays. Please check with us before sending in your Confirmation Form. Our standard surcharge for your selected Venue will apply unless we have agreed otherwise with you in writing.

16. SIGNAGE

- 16.1 You may not cover, alter or obscure any part of any Amello Hospitality Group signage, without the prior written consent of the Amello Hospitality Group Event Coordinator.
- 16.2 You may not install or display any signage or anything at the Venue without the prior written consent of the Amello Hospitality Group Event Coordinator. All signage pertaining to an Event may only be displayed within the allocated Event Space or Room that has been specified on the Confirmation Form.

17. **FORCE MAJEURE**

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

18. **INDEMNITY, LIMITATION OF LIABILITY AND INSURANCE**

18.1 The Client and Card Holder indemnify Amello Hospitality Group and any related entity or person, their servants or agents, against any claim, action, damage, loss, liability, cost or expense which Amello Hospitality Group incurs or is liable for in connection with:

- 18.1.1 the Event, any related thing arising prior to, during or after the Event,
- 18.1.2 any damage, loss, injury or death caused or contributed to by the Client, Card Holder and their guests;
- 18.1.2 any default or breach by the Client and Card Holder of these Terms and Conditions; or
- 18.1.3 any part of the Services contemplated, including any liability which Amello Hospitality Group cannot or has not excluded under these Terms and Conditions.

18.2 Each indemnity of the Client and Card Holder contained in these Terms and Conditions is:

- 18.2.1 a continuing obligation of the Client and the Card Holder and remains in full force and effect after the completion of the Event; and
- 18.2.2 are separate and independent obligations of the Client and the Card Holder.

18.3 The indemnity provided under this clause is reduced proportionately to the extent that such claim, cost, loss, damage or liability occurs due to the negligence of Amello Hospitality Group

18.4 To the fullest extent legally possible, Amello Hospitality Group and any related entity or person, their servants or agents will not be liable and no claim shall be made by or through the Client, Card Holder, any guest, outside contractor or any invitees of the Client or by any other person who has or may hereafter have any interest in any part of any Services or otherwise, against Amello Hospitality Group. This includes 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, wilful act or omission, default or otherwise and whether claiming for contingent, consequential, direct, indirect, special or punitive damages or otherwise.

18.5 For the avoidance of doubt, any liability under the Australian Consumer Law And Fair Trading Act 2012 or otherwise, which cannot be legally avoided will be limited to the supply of the Services or the supply of the Services again.

18.6 The Client's contractors will take out all appropriate insurance reasonably required by Amello Hospitality Group for the Event in consultation with the Amello Hospitality Group Event Coordinator and provide

proof of cover with a reputable insurer at least 7 working days before the Event on request, failing which Amello Hospitality Group reserves the right to cancel the booking without any liability or consequence if it feels that there may be a health or safety issue involved and the client or its contractors have not complied with the event coordinator request or concerns.

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

19. **EXTERNAL CATERING**

19.1 The Venue Hire fee allows exclusive use for the event space from 8am-4pm for daytime events and 4pm-12am for evening events. This includes the setup, bump in and bump out.

19.2 Please refer to External Catering Policy for inclusions and exclusions.

19.3 Venue Hire fees are a guide only. Amello Hospitality Group reserves the right to change these based on demand.

19.4 Once the Venue Hire has been confirmed in writing on the Confirmation Form this Venue Hire fee will not vary.

19.5 All Terms and Conditions in this document apply to External Catering.

20. **SECURITY**

20.1 Amello Hospitality Group employs a full time security manager that oversees all Events but not event specific security. Amello Hospitality Group may request extra security for an Event if there is a perceived risk. It is a condition of the Event that any extra security employed will be at the cost of the Client.

20.2 Clients can request additional security be hired for an Event at their own cost. Any extra security must be supplied through Amello Hospitality Group's preferred security company.

20.3 Amello Hospitality Group security manager has the final say over all security issues during the Event.

20.4 Amello Hospitality Group is not liable for actions taken by security to resolve security issues within or surrounding the Venue.

21. **AV**

21.1 Amello Hospitality Group's in house PA/AV system is state of the art and managed by RTR Productions.

The PA charges are based on the event duration;

Up to 3hrs - \$395

Up to 5hrs - \$495

Up to 7hrs - \$595

Up to 9hrs - \$695

If your event goes beyond 9 hours please discuss the day rate with your Event Coordinator.

Inclusions: PA system, Tech on Duty for the full duration the PA is in use, Wireless microphone IPod/Laptop connectivity, Set up of PA system and sound check

- Wireless internet (max 100px). If your event requires more than 100px to have access or a dedicated router please discuss the pricing with your Event Coordinator.
- 21.2 All clients of Amello Hospitality Group are required to use the in house system. Clients are not permitted to supply an external PA system. In the event that PA/AV equipment is supplied by an external company/contractor all equipment must be tested and tagged. The supplier must also provide Amello Hospitality Group & RTR Productions with a JSA (Job Safety Analysis) and a Public Liability Certificate of currency. In the event that the client chooses to supply their own equipment, their equipment must be administered through the Amello Hospitality Group system and an RTR technician must be on site for the full duration of the event including the set up and bump out. Please discuss with your Event Coordinator the most suitable options for your group.
- 21.3 Please refer to External Supplier clause 8 if you plan to use an External Caterer.
- 21.4 Amello Hospitality Group reserves the right to manage the level of sound at all times. In the event that the Client or their Supplier does not comply with Amello Hospitality Group reasonable requests Amello Hospitality Group has the right to cancel any or all entertainment.
- 21.5 At no time are smoke machines allowed in the venues due to fire regulations. Please seek Venue advice for smoke machines. An application for smoke isolation may be made no later than 14 days prior to the event. Amello Hospitality Group reserves the right to deny all applications made to isolate the venue.

22. DEFINITIONS

- “Cancellation” means a cancellation of the Booking for the Venue in accordance with these terms and conditions.
- “Card Holder” means the person referred to in the Confirmation Form whose Credit Card Details and signature appear on the Confirmation Form.
- “Client” means the Client(s) referred to in the Confirmation Form.
- “Confirmation Form” is the document used to confirm your initial booking. This confirms the minimum spend, date, start and finish times, and any other key information relating to the event.
- “Contractors” “External Event Coordinator” “Supplier” refers to external operators engaged by the Client to work on and within the Event.
- “Event” and “Function” means the hire event of the Venue booked by the Client in accordance with these terms and conditions;
- “Event Co-ordinator” means the event co-ordinator appointed by Amello Hospitality Group to co-ordinate the Event on behalf of the Client.
- “Event Space” and “Room” refers to the area booked by the Client noted on the Confirmation Form.
- “External Caterer” means the venue approved caterer used by the client in The Venue for the supply of food and service of an Event.
- “External Catering Policy” means the arrangement between The Venue and The External Caterer.

- “Function Confirmation Detail” is the document used to plan and outline the running of the event including the event details. It is the responsibility of the client to sign off on the document prior to the event start date in order to confirm the details outlined within.
- “Guest” and “Invitee” are the people attending the venue for the Event organised by the Client.
- “Minimum Spend” refers to the minimum amount the Client needs to spend on food and beverage at their event to book the Venue.
- “Postponement” means the postponement of the Event in accordance with these terms and conditions.
- “Services” means the services requested by the Client for the Event as set out in the Confirmation Form.
- “Terms and Conditions” means the terms of use that The Client agrees to abide by in order to use The Venue and Amello Hospitality Group service.
- “Venue” means the venue for the Event stipulated in the Confirmation Form.
- “Venue Hire” refers to the amount specified by the venue as the fee to utilise the Venue for an Event.

23. OTHER VENUES

- 23.1 There is no automatic entitlement to the use or enjoyment of any of the other properties within the Amello Hospitality Group on the day of your Event, post or prior your event.
- 23.2 We would be happy to try and accommodate your needs to entertain guests prior and post your Event and are available to discuss this as a separate arrangement to the attached Confirmation Form.
- 23.3 Additional minimum spends or fees may apply for additional usage of other properties within the St Kilda Venue Group.
- 23.4 Amello Hospitality Group accepts no responsibility for the availability or otherwise of additional venue space.

24. PROHIBITIONS

- Amello Hospitality Group prohibits the following items and behaviour:
- 24.1 Use of confetti, glitter, table glitter, streamers, party poppers, flower petals, rice, wax, fire is prohibited anywhere in the Venue or ceremony space. A breach of this condition will incur a minimum cleaning fee of \$100, charged pro rata dependant on the severity of the cleaning costs involved. All external cleaning contractor costs resulting from mess or damages will be passed on directly to the client.
- 24.2 Any entertainment that may cause possible permanent damage to the Venue or property within must be approved by Amello Hospitality Group prior to the function booking date.
- 24.3 Smoking inside any Venue. Smoking is only permitted in the designated smoking areas.
- 24.4 Excessive noise and disruption. Amello Hospitality Group reserves the right to control the volume at all events and if it is deemed to be too loud, it will be turned down. If there is a lack of compliance by the Client, Contractors or Guests, Amello Hospitality Group reserves the right to cancel the event without liability or consequence.
- 24.5 The consumption or bringing in of any illegal, toxic or offensive items into or around the Venue.

25. **PRICES**

- 25.1 All packages and prices are subject to price increases prior to finalisation of the Function Confirmation Detail and all prices quoted are valid for 10 days only. The client accepts that in the event that pricing of a particular item increases beyond what is fair and reasonable or is unavailable that Amello Hospitality Group reserves the right to substitute that item with an alternative that fits within the prescribed costing.
- 25.2 Amello Hospitality Group is entitled to increase prices based on increased business costs such as cost of goods.
- 25.3 Amello Hospitality Group will only increase costs in the event that there is genuine cost increase. Amello Hospitality Group will consult the client and give them the opportunity to accept the price increase or choose an alternate menu item that fits within their budget.
- 25.4 Amello Hospitality Group will not increase any Minimum Spends or Venue Fees once confirmed with a client unless the Event parameters have changed.

26. **RESPONSIBLE SERVICE OF ALCOHOL**

- 26.1 All Amello Hospitality Group staff are trained in the responsible serving of alcohol, and by law may refuse to serve alcohol to any person/s who is deemed to be intoxicated. Amello Hospitality Group prohibits any minors under the age of 18 years to be served or given any alcoholic beverages. You authorise Amello Hospitality Group as your agent, to enforce these laws and must fully support Amello Hospitality Group and indemnify Amello Hospitality Group against any repercussions in attempting to enforce these laws or any alleged failure to so act.
- 26.2 Amello Hospitality Group reserves the right to remove intoxicated, disorderly or objectionable persons from the Venue regardless of what relationship they have to the event.

27. **SOLE TERMS AND CONDITIONS**

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