TERMS & CONDITIONS V27042022

Amello Pty Ltd Pty Ltd trading as;

 $Amello\ Pty\ Ltd\ Hospitality\ Group,\ Melbourne\ Hospitality\ People,\ St\ Kilda\ Venues,\ Encore\ St\ Kilda\ Beach,\ Republica\ St\ Kilda\ Beach,\ Captain\ Baxter\ and\ Mr\ McCracken$

ABN 51116951029

 $These \ terms \ and \ conditions \ should \ be \ read \ in \ conjunction \ with \ provided \ booking \ guidelines \ and \ COVID \ FAQ's.$

1.		CONFIRMATION
1.1		Bookings
1.1	1.1.1	To place a date on hold, Amello Pty Ltd Pty Ltd must be notified in writing of the Event date or a date range that you would like to have placed on a tentative hold. If the date is
	1.1.1	
		available and the Event is deemed by us to be suitable, we will do so.
	1.1.2	A date can be on a tentative hold in the system for a maximum of 7 days from the time the request is received by Amello Pty Ltd Pty Ltd. A tentative hold is not a booking but
		rather an expression of interest in an Event date. You and Amello Pty Ltd Pty Ltd are under no formal obligation until a Contract is signed and a Booking Fee is received in cleared
		funds.
	1.1.3	In the event that another client is interested in the date on hold we will try and contact you to offer you the opportunity to book within 24hrs. In the event we are unable to make
		contact or you do not confirm your booking within 24 hrs, we reserve the right to take a booking on any date that does not have a confirmed booking on it, without Amello Pty Ltc.
		having any liability or consequence.
1.2		If you would like to confirm a booking, Amello Pty Ltd must be notified in writing. You will be forwarded the Amello Pty Ltd Contract which includes these Terms & Conditions. A
		Booking Fee invoice will be raised and payment of this along with a signed Contract must be returned to Amello Pty Ltd within 7 days of receipt.
1.3		In the event that the Contract or Booking Fee is not received within 7 days your booking will be void and Amello Pty Ltd 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.melbournehospitality.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 company and or individual that is nominated on the Contract responsible for the Event costs
		The Client may nominate a contact person and the contact person is authorised to bind the Client in respect to the cost of the Event. This person will be the primary contact for
		the Event and Event details will not be discussed with other parties. If the Client would like to nominate an alternative contact for the Event they are required to do so in writing
		At any one time there will only be one primary contact for the Event.
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າ		PAYMENTS
2.		
2.1		Please be aware that the Client included on the Contract is liable for payment of all charges pertaining to the Event, Cancellation or Postponement of the Event.
2.2		Booking Fees – The standard Booking Fee requirement is 20% of the minimum spend. The booking fee is non-refundable.
2.3		Payment schedule is as follows;
		Booking Fee Payment is 20% of the minimum spend - Due 7 days from the date of the invoice.
		1st Progress Payment is 25 % of the minimum spend - Due 6 months prior to the Event date.
		2nd Progress Payment is 25 % of the minimum spend – Due 3 months prior to the Event date.
		3rd Progress Payment is 25 % of the minimum spend – Due 1 month prior to the Event date.
		Final payment – balance due in cleared funds must be visible no later than 7 days prior to the Event date. A \$100 late fee will be charged every day that monies are owing after 7
		days prior to the event date regardless of the amount outstanding.
		If your Event is booked within 6 months of the Event date Amello Pty Ltd reserves the right to reschedule the payment dates.
2.4		
2.4		Payments can be paid by; Credit Card (Visa, Master Card, Diners and American Express), EFT (Electronic Funds Transfer), Bank Transfer, Cash or Cheque (cleared funds from
0.5		a cheque must be received by the due date). Credit card fees apply.
2.5		In the event that payment of the Event is not received within the specified time, or any payment is dishonoured, Amello Pty Ltd reserves the right to cancel the Event 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 Contract. If you do not want these details to be used for your Booking Fee
		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 card. By
		signing the Contract and the Credit Card Authorisation Form, the Client agrees to this arrangement and authorises Amello Pty Ltd to use the credit card details for this purpose
		By signing the Contract the Client authorises Amello Pty Ltd to charge the credit card provided for payment of any amount due for this Event booking and the Card Holder is
		deemed to consent to the processing of all fees and charges in relation to the Event on the credit card provided.
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 costs on a full indemnity basis. 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.
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3		CANCELLATION / POSTPONEMENT / CHANGE OF DATE
*		CANCELLATION BY CLIENT CANCELLATION BY CLIENT
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3.1		If the client chooses to cancel the booking for the Event, the following terms will be applicable:
		These fees are to compensate Amello Pty Ltd for the administration costs, business losses and lost opportunity. These shall be considered liquidated damages.
	3.1.1	More than 6 months' notice, cancellation fee will be equivalent to the initial Booking Fee amount, thus the Booking Fee amount will be forfeited.
	3.1.2	Notice of 3 to 6 months, the Booking Fee amount and the 1st Progress Payment amount or 45% of the minimum spend, whichever is higher, will be forfeited.
	3.1.3	Notice of 1 to 3 months, the Booking Fee amount and the 1 st and 2 rd Progress Payments amounts or 70% of the minimum spend, whichever is higher, will be forfeited.
	3.1.4	Less than 31 days' notice, the Booking Fee amount and all Progress Payments or 95% of the minimum spend, whichever is higher, will be forfeited.
		POSTPONEMENT BY CLIENT
3.2	3.2	If an Event is postponed or date changed, the following terms are applicable:
	3.2.1	Notice of 3 to 6 months: the postponement fee will be equivalent to the Booking Fee amount.
	3.2.2	Notice of 1 to 3 months, the postponement fee will be the full cancellation fee as per 3.1.2.
2.2	3.2.3	Less than 31 days' notice – the postponement fee will be the full cancellation fee as per 3.1.3.
3.3		Amello Pty Ltd will make their best endeavours to accommodate any postponement, however, cannot guarantee a future date.
	3.3.1	The Client accepts that the Minimum Spend for a newly agreed date, will be based on our requirements at the time of the new date and the previous agreed minimum spend will
		be void. All outstanding payments due will be adjusted to conform with the new minimum spend and reflective of that change.
	3.3.2	The client accepts that if an Event is postponed to a new date, this contract will be terminated, and the parties will enter into a new contract for the new date.
	3.3.2	
	3.3.2	CANCELLATION BY AMELLO
3.4	3.3.2	

	3.4.2	The nature of the Event alters in a way, including, but not limited to, the number of guests substantially changing, the type of Event changes or the nature of the Event changes in
		such a way that it would be prejudicial to the corporate image of Amello Pty Ltd.
	3.4.3	Undue difficulties arise in communications between Amello Pty Ltd and the Client, the nominated contact person or anyone else associated with the client, in relation to the
	3.4.4	Event. The Client does 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 Pty Ltd.
	3.4.6	There are double bookings and Amello Pty Ltd is unable to conduct the Event due to a conflict of date or time.
3.5	3.4.0	The Client agrees that all cancellation and postponement charges and fees are reasonable and agree that they act as compensation for Amello Pty Ltd's administrative costs, stock
0.0		loss and lost opportunity.
3.6		If Amello Pty Ltd 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 Pty Ltd will refund all monies
		paid but will not be liable in any way for any other claim, demand or compensation.
4.		MINIMUM SPEND
4.1		The Client will be liable to pay for the agreed minimum spend on the Contract. In the event that a minimum spend is not specified, then the minimum numbers on the Contract
		will be the minimum number of guests charged for.
4.2		In the event that you have a considerable drop in numbers please ensure you notify Amello Pty Ltd as soon as possible. Where possible a suitable alternative arrangement will be
		made however Amello Pty Ltd reserves the right to cancel an existing booking in the event that the confirmed minimum spend or numbers are not met.
4.3		In the event that you are unable to meet your agreed minimum spend due to a decrease in guest numbers, the remaining amount will be charged as a venue hire fee.
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
E 2		then we will revert to the numbers specified on the Contract 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 Pty Ltd cannot accommodate extra numbers, any excess in numbers which cannot be accommodated (at the complete discretion of Amello Pty Ltd) will
J		be turned away and the Client authorises Amello Pty Ltd 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 additional cost and time involved. We will try to meet your needs, if time and staffing permit, provided we have agreed on any extra charges and
		such charges have been paid.
6.		FOOD & BEVERAGES
6.1		Food and Beverage confirmation must be given in writing 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 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 Pty Ltd 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 indemnifies Amello Pty Ltd 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 guest's 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
6.4		required to choose an appropriate alternative. In the event this occurs on the Event day, an alternative will be selected on behalf of the client by the Venue Manager. No externally prepared food or beverages are permitted to be brought into any of the Amello Pty Ltd venues without prior approval. Amello Pty Ltd reserves the right to inspect
0.4		a Certificate of Currency for public liability insurance from any Suppliers.
		a Certificate of Currency for public liability insulance from any 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		It is the user's responsibility to follow instructions for parking specified by Care Park. Amello Pty Ltd will not be held responsible for parking fines incurred due to a breach of the
		specified conditions.
7.3		Parking is dependent on availability. The Client can purchase prepaid, non-reserved passes for from Amello Pty Ltd. All parking prices are determined by Care Park and are subject
		to change.
8.		EXTERNAL EVENT COORDINATORS OR SUPPLIERS
8.1		If the Client proposes to engage an External Event Coordinator or Supplier to assist in the preparation of the Event, the External Event Coordinator's and/or Supplier's name and
		contact details must be advised when signing the Contract. The Client must notify Amello Pty Ltd 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 Pty Ltd 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 work, health and/or safety of Amello Pty Ltd staff and patrons.
8.3		Amello Pty Ltd 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 Coordinator or Supplier.
		This includes any alterations made to the Venue by installation, erection or placement of fittings, fixtures, decorations or other materials supplied by or at the direction of the
		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 and/or the Supplier/s and must be covered by the External Event Coordinator's and/or Suppliers public liability insurance.
8.4		All External Event Coordinator's and/or Suppliers must provide Amello Pty Ltd with their certificate of currency for public liability with a minimum of \$20M cover, Job Safety
J. 		Analysis and Work Cover. A risk assessment may be requested by Amello Pty Ltd to be completed by the External Event Coordinator and/or Supplier in relation to ceiling rigging,
		special effects, fire acts and pyrotechnics.
8.5		Any large bump in, such as AV equipment, hanging installations 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 Contract. In the event that we can be more flexible and we do not have a booking prior to your Event, we will be. There will be a supervision charge of \$95 per hour during business hours. For access between 1am and 6am, there will be a late-night
		supervision charge of \$1000 plus a further standard supervision charge of \$95 per hour. 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.
	9.1.1	Bump in and bump out times do not guarantee exclusive use of the venue. Different Clients can bump in and out within the same period if required.
	9.1.2	If you require exclusive use during your bump in or bump out, please discuss with your coordinator, charges will apply.
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 Pty Ltd and charged at the above supervision
		rates.
9.3		It is the responsibility of the Client to advise Amello Pty Ltd of any additional access requirements in writing 10 Days prior to the Event. Amello Pty Ltd reserves the right to refuse
9.4		such access at its complete discretion, without any liability or consequence.
9.4		Amello Pty Ltd 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. The Client indemnifies Amello Pty Ltd if any other Event is disrupted and Amello Pty Ltd suffers any loss or claim as a result.
9.5		Guest access to the Venue is not permissible prior to the Event commencement time. Guest access to the Venue post Event will only be permitted for up 30 minutes after the
		conclusion time stipulated on your Contract.
9.6		Maximum Event duration is 6 hours (excludes conferences). Please discuss with your coordinator if you need an exemption.
9.7		Events booked between 6am - 5pm, or consecutive day bookings, do not automatically entitle the Client to an overnight hold of the Event Room. The Client must liaise with
		Amello Pty Ltd regarding any overnight requirements, the approval of which remains at Amello Pty Ltd's discretion. Overnight hold fees may apply.
9.8		Standard event times are as follows, Amello Pty Ltd reserves the right to vary these according to availability:
	9.8.1	Full day Conference Events 8am - 5pm (max 9 hrs). Half Day Conference 8am - 1pm or 12pm - 5pm (max 5 hrs and must be within the stipulated hours). If you require a start
		time before 8am or 12pm or a finish time after 1pm or 5pm, charges will apply.
	9.8.2	Evening Events 6pm -12am (max 6 hrs). If you require a start time before 6pm or a finish time after 12am, charges will apply.
	9.8.3 9.8.4	Lunch Events 12pm - 4pm (max 4 hrs). If you require a start time before 12pm or a finish time after 4pm, charges will apply. Brookfast Events 7pm - 10pm (max 3 hrs). If you require a start time before 7pm or a finish time after 10pm charges will apply.
	9.8.4	Breakfast Events 7am - 10am (max 3hrs). If you require a start time before 7am or a finish time after 10am, charges will apply. Ceremonies times are at the venue's discretion. Please refer to the ceremony document for further information regarding available times.
9.9	7.0.3	The Client may request alternate timing to that listed above in writing, but the approval is at the discretion of Amello Pty Ltd. Early or late access fees apply. Amello Pty Ltd will
J.J		confirm any agreed timing alteration in writing.
10.		ROOMALLOCATION
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 or minimum spend.
	10.1.1	Amello Pty Ltd reserves the right to book competitor companies on the same Event day and or in the same venue without consequence.
10.2		Amello Pty Ltd 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 A U. D. Laboratoria de la Contra
11.1		All deliveries to Amello Pty Ltd must be approved 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 Pty Ltd 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 Pty Ltd. Any equipment
11.2		or property not removed, may be removed and/or discarded by Amello Pty Ltd 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.
12.		QUOTES AND PRICES
12.1		All prices are current at the time and are subject to revision prior to the finalisation of the Event Contract. The Client accepts that if pricing of a particular item increases beyond
		what is fair and reasonable or is unavailable, Amello Pty Ltd 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 Pty Ltd prior to receipt of both a signed Contract
		along with the required Booking Fee 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, any External Event Coordinator, Supplier or any invitees of the Client and authorises Amello
		Pty Ltd, without any liability or consequence, to remove or have removed (by such means necessary) the Client, the Card Holder, any guest, any External Event Coordinator,
13.2		Supplier 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. Amello Ptv I to holds the Client responsible and liable for any breakages, injury and death caused by dangerous personal behaviour such as customary dances etc.
13.2	+	Amello Pty Ltd holds the Client responsible and liable for any breakages, injury and death caused by dangerous personal behaviour such as customary dances etc. The Client and their guests occupy the Event Room and common areas at their own risk.
13.4		To the extent permitted by law, the Client irrevocably releases and holds harmless Amello Pty Ltd and its agents from all claims, actions, damage, loss, liability, cost or expense
		which Amello Pty Ltd incurs or is liable for in connection with any damage, loss, injury or death at the Venue to the extent caused by the negligence or breach of Contract by the
		Client, or its contractors, employees and guests.
13.5		The release under this clause 13 is reduced to the extent that such damage, loss, injury or death was caused by the negligent act of Amello Pty Ltd.
14.		RESPONSIBILITY
14.1		Amello Pty Ltd does not accept responsibility for damage to or loss of any property brought to or left in the Venue prior to, during or after an Event, whether by the Client, any
		guest, external Contractors or any invitees of the Client or any of them.
14.2		The Client is 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, 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 Pty Ltd obtains, provided Amello Pty Ltd has time to obtain 2 quotes. If there is insufficient time to obtain quotes the Client will pay
14.3		the actual cost of damage and/or repairs. A bond may be required depending upon the details of the Function to the Venus standard form, hidea of Amella Phy I the reports, then of Function rules are
14.5		A bond may be required depending upon the details of the Event (i.e. any alterations to the Venue standard form, hiring of Amello Pty Ltd property, type of Event or guests, etc.). This must be paid at least 7 working days before the Event, failing which, Amello Pty Ltd 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.
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may only be dougle and some designed from Special Document from the theory approach and the Control. Amend by 1/2 of severes where they did to receive an analysis of its desemble difference, progressive, developing or it has the protection of consensation accounts that it is not subject to the soft of the control. POSCE MACISES 10. POSCE MACISES 10. Should allow the first of the province of the control o	15.		PUBLIC HOLIDAY SURCHARGE
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The content of the	16.		SIGNAGE
may entit be disturbed with the disturbed Exercise Spear in Room that has been upderfaced in a Contract. Amount Party of international legistic measurements grouped first in devented disturbation, recogniques, enterging or them the present in recommendation to recognitive and both to suffery size. Proceedings of the Contract of th	16.1		You may not cover, alter or obscure any part of any Amello Pty Ltd signage, without the prior written consent of the Amello Pty Ltd Event Coordinator.
And De Put Lateraces to the gift to recover on opening again fire a fermed officeway, inappropriate, deninging on the sche potential on case administrative as well habitary and up that is a process of the schedule of the s	16.2		You may not install or display any signage or anything at the Venue without the prior written consent of the Amello Pty Ltd 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 Contract
Should Alwania in the organization of the control promoters for the control promoters and production of process the control production of the contro	16.3		Amello Pty Ltd reserves the right to remove or not permit signage if it is deemed offensive, inappropriate, damaging or it has the potential to cause obstruction that may be a work,
Souther American Print is representated with the control production from printing within the printing with			
shortest everar or in a remote capacity due to constructions beard in control such in fin floring power failures, start of action, but out, and sensitive and start of the control of the start of			FORCE MAJEURE
Best	17.1		Should Amello Pty Ltd be prevented or substantially impeded from implementing and/or providing any Services contemplated or confirmed at the Venue, any adjoining site or alternate venue or in a remote capacity due to circumstances beyond its control such as; fire, flooding, power failures, natural disasters, strikes, lock-out, war, terrorism, sabotage, act of God, Government intervention (direct or indirect), Government or other development or redevelopment (direct or indirect) or infection/contagion which is considered to render providing the service unsafe for customers, guests and staff. The Client will make no claim for loss or damage against Amello Pty Ltd or any related entity or person and will not permit any party, to make any claim through the Client.
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18.1.5 Any planning lices, nipuro or methic stands or creat based to by the Client. Carel Holder and their genetic. 18.1.5 Any part of the Services contemprised, including any initiality within Annella Pty List centro or him not encluded under their lemms and Conditions. 18.2 Exchinaterins by 1 the Client contemprised, including any initiality within Annella Pty List centro or him not encluded under their lemms and Conditions. 18.3 The International Pty International Pty List and Intern	18.1		
18.15 Any part of the Senses consequenced and explosing any labelity when the major and projects contract the contract of the			
1815 Any part of the Services contemplates, including any juilating which femole by lat diseases and sease excluded under these three and Conditions is a continuing obligation of the Client and remain in full force and effect after the completion of the Event 1813			
Exh beforeously of the Claser contained in these Terms and Conditions is a scentianing abligation of the Claser in containing All Parts and offices that the compliance of the Event			
18.3 The indemnity provided under this classes is noticed to the secret that such claim, cost, fors, damage or liability account due to the negligence of Annels Pty Ltd.		18.1.5	Any part of the Services contemplated, including any liability which Amello Pty Ltd cannot or has not excluded under these Terms and Conditions.
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related on thy propries, their search or agents from all claims for loss or drange in connection with the provision of the Venous or any part of the Denoises or arbureius and including a full relations in respect to any claim in ton't or contrast and whether for treapses, regigence, mifferasters, or arthresis and whether claims for contrigent, consequential, firest, indirect, special or published dranges or otherwise. For the avoidance of footite, any liability under the Austration Consumer Law and Far Trading Act 2012 or otherwise, which cannot be legistly socieded will be limited to the supplied for the Services on the publish publish published for the Services on the publish published for the Services on the Australian Published Consumers and provision auromate and persposials auromate and appropries insurance reasonably required by Annals Published for the Service in consultation with the Annalso Published Favor Coordinates and or as Supplems will lake and appropries insurance reasonably required by Annalso Published for the Services and appropries insurance and provision arrange and provision arrange and provisions arranged without any failability or consequence. SEXTERNAL CATERING In Parksen of the Enternal Cancer gibility of inclusions and devolutions. SEXTERNAL CATERING In Parksen of the Enternal Cancer gibility of inclusions and devolutions. SEXTERNAL CATERING SEXTERNAL CATERING In Parksen and Conditions in this document apply to External Careta, Parksen and provisions and seventions. SEXTERNAL CATERING SEX	18.3		The indemnity provided under this clause is reduced to the extent that such claim, cost, loss, damage or liability occurs due to the negligence of Amello Pty Ltd.
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27.4	If the customer chooses to cancel the event under the conditions set out in 27.3, the cancellation provisions in 3.1 of this contract will apply unless any change of law or
	government directive including Federal, State or Local government related to health or safety issues, and compliance with the law or government directive by the customer and
	or MHP would result in the event not being able to proceed. This provision is subject and subordinate to provision 27.5.
27.5	If the event could proceed in a modified manner under the new requirements, but the customer chooses to postpone or cancel the event, the postponement and cancellation
	provisions 3.1 and 3.2 in this contract will apply.
27.6	Amello Pty Ltd does not take responsibility for international or interstate borders and the impact they may have on the ability for your guests to attend your event. If due to
	closure of borders guests are not able to attend the function, this does not affect your right to either cancel or postpone. To be clear, you will not be entitled to cancel without
	penalty due to closure of borders.
28.	SOLE TERMS AND CONDITIONS
28.1	These Terms and Conditions and anything expressly incorporated by reference herein, are the entirety of the Terms and Conditions of any engagement of Amello Pty Ltd and
	form the basis of all understandings and agreements between the Client and Amello Pty Ltd. No other term, condition, agreement, warranty, representation or understanding
	whether express or implied, extending to, relating to or binding upon Amello Pty Ltd is made or given.
28.2	These Terms and Conditions may only be varied by written agreement of the parties to the Contract.
29.	VARIATION OF TERMS AND CONDITIONS
29.1	In the event of a postponement whereby a new contract is agreed to, the terms and conditions agreed to in the original contract will be null and void and the terms and condition
	at the time of the new agreement will supersede the original terms and conditions.
29.2	These terms and conditions may be changed by Amello Pty Ltd, upon providing 14 days' notice.
29.3	Any legal cost incurred by Amello Pty Ltd in negotiating changes to the terms and conditions at the request of the customer, limited to the amount of \$1500, shall be at th
	expense of the client.