

## TERMS & CONDITIONS V26082022

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 51 116 951 029

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 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 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 Ltd 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](http://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.

### 2. PAYMENTS

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. The non-refundable booking fee is in place to act as compensation for administrative costs, stock loss, and lost opportunity associated with an event or reservation.

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 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 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.

### **3. CANCELLATION / POSTPONEMENT / CHANGE OF DATE**

#### **CANCELLATION BY CLIENT**

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 1st and 2nd 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 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.

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.

#### **CANCELLATION BY AMELLO**

3.4 Amello Pty Ltd reserves the right to cancel or postpone any confirmed booking if:

3.4.1 Any payments are not made by the due date.

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 Event.

3.4.4 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 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 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 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-imburement 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 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 employees 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 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.

6.4 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 a Certificate of Currency for public liability insurance 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 employees 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 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 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 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 Lunch Events 12pm - 4pm (max 4 hrs). If you require a start time before 12pm or a finish time after 4pm, 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.

9.8.5 Ceremonies times are at the venue's discretion. Please refer to the ceremony document for further information regarding available times.

9.9 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 confirm any agreed timing alteration in writing.

## **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 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**

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 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, 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.

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.

13.3 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 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 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.

## **15. PUBLIC HOLIDAY SURCHARGE**

15.1 A surcharge is applicable on public holidays. Please check with us before sending in your Contract and paying the Booking Fee. 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 Pty Ltd signage, without the prior written consent of the Amello Pty Ltd 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 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.

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, health or safety risk.

## **17. FORCE MAJEURE**

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 employees. 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.

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

18.1 The Client indemnifies Amello Pty Ltd and any related entity or person, their employees or agents, from and against all claims, demands, actions, damages, losses and liabilities, costs and expenses (including, but not limited to legal costs on an indemnity basis), incurred by Amello Pty Ltd as a consequence of any breach by the Client in relation to:

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;

18.1.3 Any default or breach by the Client of these Terms and Conditions; or

18.1.4 Any part of the Services contemplated, including any liability which Amello Pty Ltd cannot or has not excluded under these Terms and Conditions.

18.2 Each indemnity of the Client contained in these Terms and Conditions is a continuing obligation of the Client and remains in full force and effect after the completion of the Event.

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.

18.4 To the fullest extent legally possible, the Client, Card Holder, any guest, Contractor or any invitees of the Client irrevocably release and hold harmless Amello Pty Ltd and any related entity or person, their employees or agents from all claims for loss or damage in connection with the provision of the Venue or any part of the Services or otherwise and including a full release in respect to any claim in tort or contract and whether for trespass, negligence, misfeasance, wilful act or omission, default or otherwise and whether claiming for consequential, direct, special 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 including but not limited to its Contractors, External Event Coordinators and/ or its Suppliers will take out all appropriate insurance reasonably required by Amello Pty Ltd for the Event in consultation with the Amello Pty Ltd Event Coordinator and provide a current certificate of currency of insurance from a reputable insurer at least 7 working days before the Event on request, failing which, Amello Pty Ltd reserves the right to cancel the booking without any liability or consequence.

18.7 If requested by Amello Pty Ltd, you must take out all appropriate insurance reasonably required by Amello Pty Ltd for the Event, failing which Amello Pty Ltd 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 as arranged with your coordinator and specified on the Contract.

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

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

19.4 Once the Venue Hire has been confirmed in writing on the Contract 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 Pty Ltd's dedicated security manager oversees all Events but not event specific security. Amello Pty Ltd 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 Pty Ltd's preferred security company.

20.3 Amello Pty Ltd's security manager has the final say over all security issues during the Event.

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

## **21. AUDIO VISUAL**

21.1 Amello Pty Ltd 's Audio Visual system is managed inhouse.

21.2 All clients of Amello Pty Ltd are required to use Encore's inhouse services and equipment unless an exemption is approved.

21.2.1 In the event that an exemption is approved, the approved alternative Supplier must follow the below requirements;

21.2.2 All external AV equipment must be tested and tagged.

21.2.3 The Supplier must provide Amello Pty Ltd with a JSA (Job Safety Analysis) and a Public Liability Certificate of currency.

21.2.4 An Encore AV service technician must be on site for the full duration of the Event including the set up and bump out.

21.3 Please refer to clause 8, (External Event Coordinators or Suppliers) if you plan to use an External Event Coordinator or Suppliers or External Caterers.

21.4 Amello Pty Ltd 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 Pty Ltd's reasonable requests, Amello Pty Ltd has the right to cancel any or all entertainment.

21.5 Smoke machines or Pyrotechnics are not allowed in the Venue due to fire regulations without prior arrangement. An application for smoke isolation and de-isolation will be required no later than 14 days prior to the Event. Amello Pty Ltd reserves the right to deny all applications made to isolate the Venue. All costs associated with isolation and de-isolation will be incurred by the Client.

21.6 All AV pricing is current at the time and 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.

21.7 All written AV quotes are valid for 10 working days from the date of quotation. Pricing is subject to change, until receipt of both a signed Contract along with the required Booking Fee in cleared funds.

## 22. DEFINITIONS

"Amello Pty Ltd" means Amello Pty Ltd Pty Ltd ACN 116 951 029 Trading as Amello Pty Ltd Hospitality Group ABN 51 116 951 029 (and in the context of these Terms and Conditions includes "we")

"Booking Fee" means the fee that acts as compensation for administrative costs, stock loss, and lost opportunity associated with an event or reservation.

"Cancellation" means a cancellation of the booking for the Venue in accordance with these terms and conditions.

"Card Holder" means the person or entity referred to in the Contract whose credit card details and signature appear on the Contract.

"Client" means the Client(s), Contact(s) and Account holder referred to in the Contract and includes where applicable, the Card Holder to the extent of authorising payments of any and all amounts due under the Event booking in accordance with these terms and conditions.

"Contract" is the document used to confirm your Event 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.

"Booking Fee" means a Booking Fee paid to Amello Pty Ltd in clear funds to secure an Event booking.

"Event" and "Function" means the hire event of the Venue booked by the Client in accordance with these terms and conditions;

"Event Coordinator" means the Event coordinator appointed by Amello Pty Ltd to co-ordinate the Event on behalf of the Client.

"Event Space", "Room" and "Area" refers to the area booked by the Client noted on the Contract.

"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 Amello Pty Ltd and The External Caterer.

"Event Order" 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", "F&B Minimum" and "F&B Min" 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 Contract.



“Supplier” means an external supplier of goods and/or services for the Event;

“Terms and Conditions” means the terms of use that The Client agrees to abide by in order to use The Venue and the Services.

“Venue” means the venue for the Event stipulated in the Contract.

“Venue Hire” refers to the amount specified by Amello Pty Ltd 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 Pty Ltd business premises 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 Contract.

23.3 Additional minimum spend amounts or fees may apply for additional usage of other venues within the Amello Pty Ltd properties.

23.4 Amello Pty Ltd accepts no responsibility for the availability or otherwise of additional venue space.

## **24. PROHIBITIONS**

Amello Pty Ltd prohibits the following items and behaviour:

24.1 Use of confetti, glitter, table glitter, streamers, party poppers, flower petals and rice 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 form of entertainment that may cause possible permanent damage to the Venue, the Venues reputation or property must be approved by Amello Pty Ltd prior to the Event booking date.

24.3 Smoking at the Venues is only permitted in the designated smoking areas.

24.4 Excessive noise and disruption. Amello Pty Ltd 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 Pty Ltd 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 is prohibited. Amello Pty Ltd reserves the right to cancel the Event without liability or consequence in the event that such illegal, toxic or offensive items are found or consumed at an Event within the Venue.

## **25. PRICES**

25.1 All packages and prices are subject to price increases prior to finalisation of the Event Order 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 Pty Ltd reserves the right to substitute that item with an alternative that fits within the prescribed costing.

25.1.1 External supplier pricing is not determined by Amello Pty Ltd and therefore Amello Pty Ltd is not responsible for pricing increases or changes.

25.2 Amello Pty Ltd is entitled to increase prices based on increased business costs such as cost of goods.

25.3 Amello Pty Ltd will only increase costs in the event that there is genuine cost increase. Amello Pty Ltd will consult with 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 Pty Ltd will not increase any Minimum Spends or Venue Hire fees once confirmed with a Client unless the Event parameters have changed.

## **26. RESPONSIBLE SERVICE OF ALCOHOL**

26.1 All Amello Pty Ltd employees 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 Pty Ltd prohibits any minors under the age of 18 years to be served or given any alcoholic beverages. All minors must always be accompanied by a guardian/adult whilst they are on the premises. Minors may be required to leave the premises at a certain time to ensure their safety. You authorise Amello Pty Ltd as your agent, to enforce

these laws and must fully support Amello Pty Ltd and indemnify Amello Pty Ltd against any repercussions in attempting to enforce these laws or any alleged failure to so act.

26.2 Amello Pty Ltd reserves the right to remove intoxicated, disorderly or objectionable persons from the Venue regardless of what relationship they have to the Event.

## **27. GOVERNMENT ACTION**

27.1 This term is a special term which overrides any other term of the contract with which it is in conflict;

27.2 This term has been introduced into the contract as a result of the Coronavirus pandemic; however it is intended to apply to any intervention by government regarding health or safety which effects the conduct of events;

27.3 If the arrangements for holding the event are effected by 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 MHP (Melbourne Hospitality People) would result in the event not being able to proceed, the customer may postpone the date for the event until the requirements have been removed. The postponement provisions in 3.2 in this contract will not apply for the first postponement. In the event that a further postponement is requested the postponement provisions in 3.2 in this contract will apply.

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 conditions 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 the expense of the client.