

Inglewood Inn

est. 1857

TERMS & CONDITIONS OF HIRE

PARTIES:

Inglewood Inn of 1931 North East Road, Inglewood, South Australia 5133 ('**Inglewood Inn**').

The person/s named in the Schedule of the address specified in the Schedule ("**Hirer**")

1. A booking with the Inglewood Inn for the use of the Hire Area is deemed as acceptance of the terms and conditions contained within this document.
2. Inglewood Inn agrees to provide the **Hire Area** to the **Hirer** between the **Function Times** on the **Function Date** in consideration for the Hirer agreeing to pay the **Booking Fee, Venue Hire Fee** and any other applicable fees and charges and to comply with the terms and conditions of this Agreement.
3. This Agreement is not intended to grant any exclusive rights in relation to the Hire Area, and the Inglewood Inn and its staff and contractors are entitled to full and unrestricted access to the Hire Area throughout the Function Times.

4. Payment of Booking Fee

In making your Booking, you will be required to pay a Booking Fee, and the following terms apply:

- 4.1. the Booking Fee of that contained in the Schedule within seven (7) calendar days from the date of this agreement.
- 4.2. The Hirer's Function Date and associated booking details will be confirmed only upon receipt by the Inglewood Inn of the Booking Fee within seven (7) days of holding a "tentative date" for the Hirer. However, where it is a tentative date, Inglewood Inn cannot guarantee the Function Date until such time as the Booking Fee is paid.
- 4.3. A Booking Fee is required for all bookings and is non-refundable except where otherwise outlined within this Agreement. The purpose of the Booking Fee is to not only guarantee the Function Times and Function Date, but also cover any costs and expenses in doing so;
- 4.4. In making the Booking with Inglewood Inn and accepting these terms and conditions, you acknowledge that you have been made aware that the Booking Fee is non-refundable and you accept that it is non-refundable in all circumstances (unless Inglewood Inn makes a decision otherwise at its own discretion);
- 4.5. In circumstances where your booking is postponed at your initiative, Inglewood may allow for the Booking Fee to be transferable to the new Booking, however this is solely at the discretion of Inglewood;
- 4.6. Where your Booking does proceed, the Booking Fee will be credited upon payment of the final invoice.
- 4.7. You acknowledge that, where the Booking Fee is not paid in the timeframe outlined in Clause 4.1, the Inglewood Inn is under no obligation to continue to reserve Function Times and Function Date.
- 4.8. Where the Function Times and Function Date is booked for an announced Public Holiday in the state of South Australia for that year, there will be a 15% surcharge on the total amount, including both the Booking Fee and Venue Fee.

5. Payment of Hire and Other Fees

The Hirer must pay the Hire Fee to Inglewood Inn as follows:

- 5.1. a Venue Hire Fee of that contained in the Schedule within six (6) months from the Function Date;
- 5.2. Where your Function Date is within six (6) months from the date of this Agreement, you will be required to pay the Booking Fee and the Venue Hire Fee on the date of making your Booking for the Function Date;
- 5.3. the balance of the total amount owed (being monies based on final numbers and package selections) at least one (1) month before the Function Date.

- 5.4. The Hirer must pay any additional cleaning fees and any other amounts owing, including beverage tabs, to Inglewood Inn before or at the conclusion of the Function Date.
- 5.5. Any fees outlined within this agreement, and subject to this agreement, are GST inclusive and are to be paid by credit card (excluding American Express and Diners), cash or by direct bank deposit.

6. Variation of Pricing

- 6.1. All packages, including the one chosen and outlined in the Schedule may be subject to a price increase at any time before the payment of the Booking Fee.
- 6.2. Where a Booking Fee has been paid, the Inglewood Inn reserves the right to increase the price of any other Fees outlined in this Agreement on 1 July of each year by no more than five dollars (\$5) per package. Reasons for doing so may include the increase in market price of goods offered, or a raise in the consumer price index (CPI increase).
- 6.3. In the event that there is a significant price increase (beyond the accepted \$5.00 per package as above) that occurs outside the control of the Inglewood Inn (including, but not limited to, a change in taxes or available produce or liquor), and the Hirer may choose whether they wish to accept that significant price increase or an alternative may be offered.
- 6.4. Where particular produce or liquor is not available, Inglewood Inn will use reasonable endeavours to ensure any alternative option to particular offerings of its package is as similar as its original offering.
- 6.5. Inglewood Inn may change the Venue Hire Fee at its discretion if the Hirer's proposed Function Date or Function Times or any other specifications change.
- 6.6. The menu contained within the Package outlined in the Schedule is subject to change at any time.

7. Postponement of Event

In the event *that the Hirer at its own initiative, for whatever reason, is required to postpone or change the the Function Date and/or Function Times;*

- 7.1. The Booking Fee paid will only be held and transferred to the new date, *at the discretion of Inglewood Inn;*
- 7.2. You acknowledge that an alternative Function Date and Time of your choice may not be available and Inglewood Inn cannot guarantee that an alternative date will be possible.
- 7.3. Where the previous date is able to be rebooked by another Hirer with an equal event, the Booking Fee will be credited to the final invoice;
- 7.4. Where the previous date is unable to be rebooked by another Hirer with an equal event, and the Hirer is not prepared to accept a date reasonably offered by Inglewood Inn, the Booking Fee will not be credited to the final invoice.

8. Cancellation Of Event

- 8.1. The Hirer may cancel a Booking at any time by written notice to Inglewood Inn, and in instances where the *non* refundable Booking Fee has been paid, the Booking Fee will be retained by Inglewood Inn as agreed.
- 8.2. Where a Booking is cancelled and the cancellation is made more than six (6) months prior to the Function Date, Inglewood Inn will retain the Booking Fee, and refund any other monies paid;
- 8.3. If the Hirer cancels a Booking within six (6) months prior to the Function Date, Inglewood Inn will retain the Booking Fee and the Venue Hire Fee, but refund any other fees (if any) to the Hirer;
- 8.4. If the Hirer cancels a Confirmed Booking within one (1) month of the Function Date, the Inglewood Inn will retain all monies paid, including but not limited to, the Booking Fee, Venue Hire Fee and any reasonable costs incurred for the preparation of the Function.
- 8.5. The Inglewood Inn may cancel a Booking at any time if, in their reasonable opinion, an event has occurred causing the Hire Area to be unsafe or inappropriate to hold the Function (except for instances of force majeure, as contemplated in this Agreement).

9. Package Selection

- 9.1. Each package is set out at www.inglewoodinn.com.au/packages and is subject to change as per this document.
- 9.2. The Hirer must select a Food and Beverage Package that meets the "Minimum Spend Value". The "Minimum Spend Value" is based on a venue hire, food and beverage package equal to sixty (60) adult guests. Where a Hirer has less than sixty (60) adult guests, the "Minimum Spend Value" can be made up with additional extras equal to the amount otherwise spent by the sixty (60) adults, less the amount of adults in attendance.

- 9.3. All final package decisions must be finalised one (1) month prior to the Function Date and paid one (1) month prior to the Function Date.

10. Guest Attendance

- 10.1. Guest attendance numbers must be finalised one (1) calendar month prior to the Function Date.
- 10.2. In the event that attendance numbers are decreased, and this amendment is made within one (1) calendar month of the Function Date, Inglewood Inn is not required to refund you the difference in price of related fees paid, or to be paid.
- 10.3. Where the final attendance number drops within one (1) calendar month of the Function Date, all beverage related packages will be credited towards a beverages "tab" to be used on the Function Date.
- 10.4. Where the final attendance number increases within one (1) calendar month of the Function Date, the Hirer is required to notify the Inglewood Inn in writing within twelve (12) days of the Function Date.
- 10.5. Where the final attendance number on the Function Date does not match the final attendance number specified in Clause 26, the Inglewood Inn will require payment for the extra guests upon issuing of a further invoice.
- 10.6. In the event that there is a count of further additional numbers on the night itself, another invoice will be issued to account for this, and the Hirer must pay this invoice within the payment terms contained in this agreement.

11. Venue Hire Package

- 11.1. The Venue Hire Package, as outlined in the Schedule will include either a ceremony and reception, or reception only. The Inglewood Inn does not offer packages for ceremony only.
- 11.2. The Inglewood Inn will provide set-up of inclusions listed in the chosen package in the Schedule and will not provide services for any further styling or decorating.

12. Food Package

- 12.1. A Food Package you have chosen is outlined in the Schedule.

A separate package is available for;

- 12.1.1. Vendors/suppliers present on the day which also includes non-alcoholic beverages and do not count towards final adult numbers.
- 12.1.2. Children under twelve (12) which also includes beverages and does not count towards final adult number.
- 12.1.3. Children under eighteen (18) which also includes beverages and does not count towards final adult numbers.
- 12.1.4. The Inglewood Inn is required to be notified in writing of any dietary requirements of the Hirer's guests, at least two (2) weeks prior to the Function Date.
- 12.1.5. Any dietary requirements of the Hirer's guests will be organised at the Inglewood Inn Chef's discretion based on cost and availability of ingredients.

13. Beverage Package

- 13.1. A Drinks Package is defined as either a beverage package or a consumption spend of a minimum spend of thirty-five dollars (\$35) per adult.
- 13.2. If a beverage package is selected, it must be paid for all guests over the age of eighteen (18), irrespective to their actual consumption.
- 13.3. Guests under the age of eighteen (18) are not included in the beverage package or consumption spend as their food package includes non-alcoholic beverages.
- 13.4. In the event a guest is under the age of 18 is on an adult food package, a separate non-alcohol beverage package will be charged at twenty-five (\$25) per head.
- 13.5. In the event of all adult guests not having alcohol included in a consumption spend, a minimum spend of \$35 per adult is required.
- 13.6. If there is no beverage package or a consumption spend selected for guests whilst on the lawn post-ceremony a \$200.00 fee will be charged for the bar to be open for guests to purchase beverage.
- 13.7. The Inglewood Inn reserves the right to sell additional alcohol including but not limited to liquor, beer and wine to guests.

- 13.8. The Inglewood Inn do not offer BYO packages, including spirits and if guests are seen to be consuming or bringing in beverages not offered by Inglewood Inn, they may be asked to leave the Venue; and may remove and discard any alcohol brought into the Venue.
- 13.9. The Inglewood Inn do not offer spirits by the bottle to be consumed at the Venue with all spirits to be charged per drink. A spirits bar tab may be organised for all guests or selected guests only and if chosen, a spirits bar tab must be paid for at the conclusion of the Function Date.
- 13.10. Extra packages are not required to be selected, but where selected must be paid to include all adult guests.

14. Function Areas

- 14.1. Inglewood Inn does not permit the use of confetti, metal scatters, rice, balloons or similar items in any part of the Hire Area. A two hundred dollar (\$200.00) additional Cleaning Fee will be charged if this request is ignored.
- 14.2. Due to the location of the Venue, Inglewood Inn is not responsible for any outside noises that may occur.
- 14.3. In the event of extreme heat or rain, the Inglewood Inn reserves the right to allow guests into the function room prior to the reception start time if the conditions outside are deemed not suitable.
- 14.4. Inglewood Inn makes no representations nor guarantee the appearance of the garden at any given time.
- 14.5. Children must always be supervised and are not to access garden beds, or staff only areas, nor pick flowers or vegetation in the Garden Area.
- 14.6. Any form of fireworks or pyrotechnics are not permitted in any part of the Hire Area.
- 14.7. The Function Room is a no-smoking area, and the Garden is a no smoking area if and when food is being served.
- 14.8. All windows and doors must be closed at 10.00pm due to outside music restrictions and out of respect for surrounding neighbours.
- 14.9. The Upper Level Restaurant and Beer Deck will remain open to the public throughout this time and other functions are permitted in these spaces. The Inglewood Inn is not liable for any noises heard from the upper level.
- 14.10. Inglewood Inn will use its best endeavours to ensure the general public will not have access to the Garden or Function Room during a booked ceremony and reception times.
- 14.11. The Beer Deck cannot be booked for wedding ceremonies or receptions, nor for post ceremony beverages.

15. Use of Vendors Or Contractors

- 15.1. The Hirer is required to inform Inglewood Inn of all vendors or contractors engaged by the Hirer to perform services for or on the Function Date. The following details must be disclosed to the Inglewood Inn fourteen (14) days prior to the Function Date and including;
 - 15.1.1. Business name;
 - 15.1.2. Contact number;
 - 15.1.3. Expected arrival time; and
 - 15.1.4. General nature of items being used or brought into the Hire Area.
- 15.2. Inglewood Inn reserves the right to refuse a Vendor or ask a Vendor to leave the Hire Area, where it determines that the Vendor is not abiding by laws, regulations and by-laws and government or regulatory orders applying to the Function and the Hire Area.
- 15.3. All vendors are subject to the same terms and conditions contained below and the Hirer is required to inform all vendors that they are required to abide by these terms.
- 15.4. Inglewood Inn reserves the right to;
 - 15.4.1. Control volume levels of entertainment at all times; and
 - 15.4.2. Cancel entertainment if requests on volume levels are ignored.
- 15.5. Inglewood Inn will not store items prior to the Function Date unless agreed prior to the Function Date and are not liable for any damages that may occur to the previously agreed upon stored items.
- 15.6. All sound, electrical and lighting requirements, signs, banners and decorations connected with the Function must be approved by the Inglewood Inn before the Function.

16. Terms Related to Day of Function

- 16.1. The Hirer will be able to access the Venue from 10.30am the morning of the Function Date unless advised differently by the Venue Manager.
- 16.2. The Event **must finish at 12.00am** and all guests and vendors **must vacate the Venue by no later than 12.30am** of the following day after the Function Date.

- 16.3. All items brought onto the Venue must be removed from the Venue between 10 – 10.30am the following morning after the Function Date unless advised differently by the Venue Manager.
- 16.4. The Hirer must not, and must use their best endeavours ensure that they, their guests, vendors and/or any contractors, do any of the following:
 - 16.4.1. damage or attempt to damage any part of the Hire Area or its installations, fittings or fixtures;
 - 16.4.2. damage, touch, lean against, sit on, move, cover, obscure or endanger any heritage items or displays in the Hire Area;
 - 16.4.3. attach any sign, decoration or other item to any part of the Hire Area;
 - 16.4.4. interfere with or alter any of the irrigation, electrical, security, lighting or sound systems in the Hire Area;
 - 16.4.5. invite or permit into the Hire Area more than the expected number of guests specified in the Schedule;
 - 16.4.6. enter areas of the Hire Area other than the area specified in the Schedule, except for the areas designated by the Inglewood Inn as the route for entry to and exit from the Hire Area or for use of toilet facilities;
 - 16.4.7. cause any nuisance to neighbours or other users of the Hire Area;
 - 16.4.8. create excessive noise or vibration in any part of the Hire Area;
 - 16.4.9. bring into the Hire Area any flammable materials, or light or maintain a naked flame except in a manner approved in writing by the Inglewood Inn;
 - 16.4.10. take or consume any food or drink outside the Hire Area, except into any areas of the Hire Area specifically designated by the Inglewood Inn for that purpose;
 - 16.4.11. smoke anywhere inside the Hire Area;
 - 16.4.12. use the Hire Area for any purpose except the Function as described in the Schedule;
 - 16.4.13. do, say or display anything defamatory, offensive or of a pornographic nature.
- 16.5. The Inglewood Inn reserves the right to refuse entry to the Hire Area to any of the Hirer's guests if the guest is, or appears to be to a reasonable person, intoxicated or under the influence of other substances.
- 16.6. The Hirer must, at the end of the Function:
 - 16.6.1. promptly remove any goods or materials brought into the Hire Area by or on behalf of the Hirer
 - 16.6.2. leave the Hire Area in a reasonably clean and tidy condition
- 16.7. The Hirer must comply with all directions of the Inglewood Inn management and staff whilst in the Hire Area.
- 16.8. All deliveries for the Function must be arranged with and approved by the Inglewood Inn prior to delivery.
- 16.9. The Hirer may only permit its contractors (such as operators of electrical, lighting or sound systems and any providers of music or other entertainment) to provide services at the Function if they have first been approved in writing by Inglewood Inn.

17. Warranties, Liabilities and Guarantees

The Hirer warrants that it has checked that its vendors and/or contractors have:

- 17.1. the public liability with the insurer, policy number and expiry date specified in the Schedule, and that it provides cover for public liability at the Function of at least \$10 million for any one event;
- 17.2. work cover insurance pursuant to the relevant worker's compensation legislation for all of its employees and anyone else it is responsible to insure under that Act who will be in the Hire Area in connection with the event (and that it has ensured that any contractors for whom it is not responsible to take out work cover insurance have themselves taken out such insurance).
- 17.3. In the event that the Hirer is informed by the vendor or contractor does not have the insurance above, the Hirer accepts that the use of that vendor or contractor is done so at their entire risk
- 17.4. The Hirer hereby indemnifies Inglewood Inn and the Inglewood Inn's employees, volunteers, contractors and agents against and releases them from any loss (including legal costs and expenses on a "solicitor and client" basis) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose directly or indirectly from or in connection with:
 - 17.4.1. any breach of this Agreement by the Hirer;
 - 17.4.2. the hire and use of the Hire Area or access to any part of the Hire Area;
 - 17.4.3. alteration by the Inglewood Inn of the Hire Fee or Additional Fees;
 - 17.4.4. the Inglewood Inn changing the area of the Hire Area;
 - 17.4.5. any actions of the Hirer's employees, staff, contractors, agents, and invitees, including damage to items and equipment of vendors.

18. Force Majeure

- 18.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by any act or event beyond our control. If an event outside our control takes place that affects the performance of our obligations under the Agreement, we will contact you as soon as reasonably possible to notify you; and our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for the Function with you after the Event Outside Our Control is over.
- 18.2. This clause does not apply in instances where it is reasonable for the Hirer is rearrange dates for the Function but chooses not to.
- 18.3. The Hirer agrees that it does not have the ability to avail itself of any rights contained within the Frustrated Contracts Act 1988 (Cth)
- 18.4. Any fees and charges that are deemed *non-refundable* remain so, irrespective of this application of Clause 16.1 to 16.3).

19. Variation

- 19.1. Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

20. No waiver

- 20.1. Neither of us may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this Contract unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.
- 20.2. Words or conduct referred to in Clause 74 include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.

21. Assignment and novation

- 21.1. We may assign or transfer our rights and obligations under the Agreement to another entity.

22. Severability

- 22.1. If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.
- 22.2. Clause 20.1 does not apply if the severance of a provision of this Contract in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this Agreement.

23. Relationship of the parties

- 23.1. The Agreement is between you and us. No other person has any rights to enforce any of its terms.

24. Announcements

- 24.1. No party will make, or permit any person to make any public announcement statement, press release or other publicity or marketing materials concerning the existence, subject matter or terms of this Contract, the wider transactions contemplated by it, or the relationship between the parties;