

# Inglewood Inn

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## 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. Payment of Inglewood Inn's Booking Fee in accordance with Clause 4 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.
    1. 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 for, but is not limited to, securing our Services for a specified date, related consultations, research, quoting, rent, licensing, insurances, administration and ongoing client management.
    2. You understand that through booking the date, you accept that we will suffer loss by declining other work for that date, from the date that you agree to these Terms.
  - 4.3. 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 in non-refundable in all circumstances .
  - 4.4. 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;
  - 4.5. Where your Booking does proceed, the Booking Fee will be credited upon payment of the final invoice.
  - 4.6. 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.
  - 4.7. 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 to be paid by credit card (excluding American Express and Diners), cash or by direct bank deposit.
  - 5.6. If any payment is not made when due, you shall pay all costs that we incur to collect or attempt to collect the debt arising from a breach of these Terms. The term "all costs" includes but is not limited to all debt collector fees, legal fees, court filing changes and any other expenses of whatever nature incurred by me in collecting or attempting to recover all of part of the debt.
  - 5.7. If, and to the extent, any supply of the Goods under the Agreement is a taxable supply within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth), the price for the Goods have been increased to include GST payable by the Supplier in respect of the supply. All rebates, discounts or other reductions in price will be calculated on the GST inclusive price.

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## 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. 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.
- 6.4. Inglewood Inn may change the Venue Hire Fee at its discretion if the Hirer's proposed Function Date or Function Times change.
- 6.5. 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.
  - 7.5. Notwithstanding the above, you are only able to postpone your Booking on one (1) occasion and the new date must be within twelve (12) months of the original Booking Date. If a date is required beyond this, further fees may apply.
  - 7.6. You must have an inclement weather plan which allows for an indoor option. Refunds will not be given in the event that inclement weather impacts your event, unless such weather event falls within the definition given in **Clause 16**. In those instances, the remedy in **Clause 16** will apply. Where you wish to cancel or postpone your Event Date due to weather, these will be treated in accordance with our cancellation and postponement policies above.

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## 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](http://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. **Vendors and Contractors**

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 **Warranty, Liability, and Indemnity**
- 17.4. To the extent that the Australian Consumer Law allows, we provide the Services on an "as is" and "as available" basis and disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise with respect to the Services (including all information contained therein), and including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title or ownership.
  - 17.5. Subject to **clause 15.1 above**, we accept no responsibility and are not liable for any direct or indirect, special loss or damage or injury to any person, corporation or other entity in connection with this Agreement or the Services, howsoever caused save for the event we have contributed to such loss or damage or injury.
  - 17.6. We will not be liable to you or any other person for any liability or claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.
  - 17.7. To the maximum extent permitted by law, you will indemnify us against any liability arising from or in connection with:
    - 15.4.1. Any act or omission by you;
    - 15.4.2. Any breach of these terms; and

15.4.3. Any third party claim against us; arising from or in conjunction with this Agreement, but this indemnity will be reduced proportionately to the extent the liability was caused by our negligence.

## **2. Force Majeure**

- 2.1. I will not be liable or responsible for any failure to perform, or the delay in performance of, any of my obligations under the Agreement that is caused by any act or event beyond our control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by suppliers (known as 'force majeure circumstances').
- 2.2. If a genuine force majeure circumstance occurs and means that the performance of my obligations under the Agreement is impossible, I will contact you as soon as reasonably possible to notify you and my obligations under the Terms will be suspended and the time for performance of my obligations will be extended for the duration of that force majeure circumstance. This clause does not apply in circumstances where an event outside of my control occurs, but the circumstances still make the Booking possible (inconvenience or hardship).
- 2.3. If you cancel the booking or vary the booking because the alleged event outside of my control causes mere inconvenience or changes the Booking in a manner that does not suit you, any fees and charges that are deemed *non-refundable* remain so and I am only obliged to use my reasonable endeavours to provide an alternative date.
- 2.4. In genuine force majeure circumstances, I will endeavour to arrange a new date for the Booking with you after the event outside of my control is over. Parties must use all reasonable endeavours to mutually agree on a new date, but if we are unable to agree on an alternative date, the Booking will be considered cancelled, and return of any monies, excluding the Booking Fee, will be returned to you. In force majeure circumstances, where an alternative date can be provided which has resulted from a force majeure event, I will credit any amount paid already for a date that can be mutually agreed. Otherwise, all money will be returned but for the non-refundable Booking Fee.
- 2.5. If you choose to book again and an event beyond my control is reasonably foreseeable, based on Government guidance, then the booking is done so at your own risk and I am not liable for any loss suffered as a result of the failure of your second booking to proceed. I am under no obligation to provide a further date as a result of any cancellation or postponement.

## **3. Disputes**

- 3.1. Both parties agree that any disputes arising from provision of the Services shall be negotiated with a view to settlement prior to either party issuing legal proceedings.

## **4. Termination**

- 4.1. We may immediately terminate, or suspend the performance of this Agreement and you must immediately pay any money owed to us if:
  - a. we experience harmful or threatening behaviour;
  - b. you fail to provide instructions or cooperate with requests for information;
  - c. you breach a term of this Agreement and you do not remedy the breach within fourteen (14) days;
  - d. any invoice rendered by us remains outstanding; or
  - e. you breach a term of this agreement which is not capable of remedy.
- 4.2. You may immediately terminate, or suspend the performance of, any agreement in the event of substantial breach by us of my obligations hereunder, where any such breach has not been remedied within 30 days of written notice from you requiring the breach to be remedied.

## **5. Governing Law and Jurisdiction**

- 5.1. Any Agreement between us is governed by the laws of the state of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of the State of South Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with any Agreement.

## **6. Severability**

- 6.1. If any of these terms are invalid or unenforceable in any jurisdiction, that term must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining terms or affecting the validity or enforceability of that term in any other jurisdiction.

## **7. Miscellaneous**

- 7.1. If any provision of this Agreement is unenforceable, the provision will be severed, and the remaining provisions will continue to apply.
- 7.2. We may assign any rights or benefits under this Agreement to any third party.
- 7.3. You may only assign any rights or benefits under this Agreement with our prior written consent.
- 7.4. This Agreement incorporates the entire understanding of the parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.

## **8. Execution by Parties**

This agreement must be executed by each party named. In instances where it is signed by one party, the signing party acknowledges and warrants that they have the authorisation to execute the agreement on behalf of the other party. In doing so, they also warrant that the other party has read and understood the Terms prior to providing permission to execute.

## **9. Execution by Parties**

- 9.1. These Terms must be executed by each party. In instances where it is signed by one party, the signing party acknowledges and warrants that they have the authorisation to execute the agreement on behalf of the other party. In doing so, they also warrant that the other party has read and understood the Terms prior to providing permission to execute. These Terms may also be accepted either through acknowledgement of these terms by way of email confirming you accept my terms and conditions or the payment of the Booking Fee in accordance with Clause 3, or signing below mentioned and returning this agreement.