

VENUE BOOKING AGREEMENT



THE JOINERY & CO PTY LTD
ACN 606 579 551 | ABN 56 250 421 296
244 Montague Road, West End Qld 4101

THIS AGREEMENT WAS MADE ON ____/____/____

CLIENT DETAILS (THE CLIENT)

CLIENT NAME: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ MOBILE: _____

EMAIL: _____

The Joinery & Co Pty Ltd ACN 606 579 551 ("the Company") provides hereunder to the Client the following Price quotation which will remain open for fourteen (14) days for the provision of Services for the Event on the Event Date at the Venue as itemised in the Schedule hereunder subject to the terms and conditions referred to both hereunder and overleaf on the back of this form:

SCHEDULE

EVENT DETAILS

TYPE OF EVENT/OCCASION: _____

EVENT DATE: _____ START TIME: _____ END TIME: _____

EVENT DATE: _____ START TIME: _____ END TIME: _____

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NUMBER OF GUESTS: ADULTS _____ CHILDREN 6-18 _____ UNDER AGE 6 _____

SERVICES TO BE PROVIDED BY THE COMPANY:

- Venue hire
 - Catering requirements
 - Responsible service of BYO alcohol
 - General service staff
 - Cake plating and service
 - Catering equipment
 - Security requirements
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PRICE FOR SERVICES

SERVICES:

• Venue hire	\$ _____	Incl. GST
• Security	\$ _____	Incl. GST
• Food and service	\$ _____	Incl. GST
• Additional charges: _____	\$ _____	Incl. GST
_____	\$ _____	Incl. GST
_____	\$ _____	Incl. GST
_____	\$ _____	Incl. GST
_____	\$ _____	Incl. GST
_____	\$ _____	Incl. GST
_____	\$ _____	Incl. GST
_____	\$ _____	Incl. GST

TOTAL PRICE \$ _____ Incl. GST

PAYABLE BY:

- (a) non-refundable booking deposit on acceptance of \$1,100 GST inclusive
- (b) a payment of 75% of the price at least 30 days prior to Event Date
- (c) a payment of the final payment of the balance of the Price and all outstanding moneys hereunder 7 days after the Event Date

ACCEPTANCE OF QUOTATION

I, the Client acknowledge that I have read and understand the quotation provided above and the terms and conditions hereunder and I hereby accept such quotation and agree to your supplying the Services for the Event set out above and acknowledge that I am bound by this Agreement or if I have signed this as an agent for the Client, I warrant to you that I am over eighteen (18) years of age and that I have the authority to act on behalf of the Client and to bind him to same.

For and on behalf of the Company

For and on behalf of the Client

TERMS & CONDITIONS

INTERPRETATION

1. In these conditions:

- (i) "AV Hire and Music Requirements" means any hire of audio visual equipment or provision of music for the Event.
- (ii) "Cake Plating" means in the case where the Client provides its own cake dessert or speciality food item for the Event, the serving of same by the Company's Service Staff to the Guests.
- (iii) "Company" means The Joinery & Co Pty Ltd ACN (606 579 551), which is the provider of the Services.
- (iv) "Client" means the client specified overleaf.
- (v) "Event" means the function to be held at the Venue for the Client as specified overleaf.
- (vi) "Guests" means the adults and children as invitees of the Client to the Event.
- (vii) "Menu Catering Requirements" means the menu of food to be catered for by the Company's caterer Chez Nous Corporate as exclusive caterers for the Event.
- (viii) "Price" means the price payable for the Services as agreed and specified overleaf as may be varied as set out hereunder.
- (ix) "Security Officer" means the licenced security officer or officers required to be provided herein in the case of bringing your own alcohol being served for the Client's Guests at the Event.
- (x) "Services" means the services set out in the Schedule and Annexures hereto to be supplied by the Company.
- (xi) "Service Staff" means the Company's employees carrying out the Services for the Client's Event.
- (xii) "Venue" means the Company's premises at 244 Montague Road, West End, QLD 4101

GENERAL

- 2. These conditions (which may only be waived in writing signed by the Company) shall prevail over all conditions in the Schedule or Annexures to the extent of any inconsistency.

TERMS OF AGREEMENT

- 3.1 The Client hereby engages the Company to provide the Services for the Event at the Venue on the Event Date in consideration of the payment by the Client to the Company of the Price.
- 3.2 The Services provided by the Company to the Client hereunder are provided on the basis of these terms and conditions.

COMPANY'S QUOTATION

- 4. Unless previously withdrawn, the Company's quotation is open for acceptance within fourteen (14) days. The Company reserves the right to refuse any engagement of it based on this quotation received after the expiry of the fourteen (14) day period.
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VENUE BOOKING AGREEMENT



PRICES

5. Unless otherwise stated the Price quoted by the Company is inclusive of GST which the Client agrees to pay to the Company in addition to the Price. Prices quoted are valid for 30 days from the date on in which the quote was given by the Company.

PAYMENT

- 6.1 Payment is due by the Client to the Company as set out in the Schedule. The Company must provide a Tax Invoice (in compliance with the GST Legislation) to the Client.
- 6.2 Time for payment of the Price shall be of the essence of this Agreement.
- 6.3 Payment will be made by cash or by cheque or by bank cheque or by direct credit or credit card (including VISA, Mastercard and American Express) or by any other method as agreed between the Client and the Company. A surcharge will apply if paid by credit card as charged by the Credit Provider.
- 6.4 A non refundable deposit of \$1,100 GST inclusive is payable on acceptance of this quote and is non refundable in any event whatsoever. The deposit can be transferred to another date for the Event if the Venue is available and agreed to by the Company but the Event must be held within 6 months of the original Event Date.
- 6.5 Additional charges may be charged by the Company for extended Venue hire times, additional Service Staff requirements, overtime payments which may be made to Service Staff, engagement of Security Officers and any loss or damage to the Company's premise's fixtures, fittings, chattels and equipment used at the Venue caused by the Client or its Guests. These will be invoiced separately to the Price on the day of the Event or as soon as reasonably practicable and will be payable by the Client on presentation of the Tax Invoice.
- 6.6 The Client acknowledges that the Price must be a minimum of \$12,000 +GST for the Services to be provided herein if the event date falls on a Friday or Saturday in the months of March to May or September to December.

GENERAL CONDITIONS

7. The client acknowledges and agrees that:

(a) **EVENT TIME RESTRICTIONS**

Event duration is limited to a maximum of 6 hours. A per hour fee applies for each additional hour or part thereof that the Venue is used by the Client.

(b) **SET UP/PACK DOWN TIMES**

Set up and pack down time of three hours prior and three hours following the Event is included at no additional cost. Extensions to this time frame must be arranged with The Company prior to the Event and will be charged at an additional per hour cost as stipulated by the Venue.

Set up and pack down on a Sunday is available strictly on application and is subject to an additional per hour cost as quoted by The Company prior to the Event.

(c) CATERING PROVIDERS

Chez Nous Corporate are the exclusive caterers to The Company, and are the sole caterers used if food is being provided at the Event. No alternate food preparation or catering companies are permitted to service The Company outside of prior arrangements made with the Company.

The Client agrees to provide the Company with any menu changes, final Guest numbers and dietary requirements in writing five business days prior to the Event.

(d) SERVICE STAFF REQUIREMENTS

Service Staff (including chefs) of the Company are available Monday to Sunday on request by the Client and must work a minimum of three hours for any Event. Service Staff charges may vary from the quoted amount depending on the hours completed. A public holiday surcharge may apply to respective dates, which if applicable will be included in the Price quoted.

(e) SERVICE OF ALCOHOL

The Company is in full support of the Responsible Service of Alcohol laws set out by the state of Queensland. The Company is not licensed to sell alcohol at the Venue. All alcohol is strictly limited to the Client providing their own, however the Company warrants its Service Staff are RSA certified and trained to serve the Client's alcohol at the Event, if provided.

The Company is responsible for the safety of any function held within the Venue and therefore reserves the right under Queensland law, to cease the service of alcohol if a Guest is deemed to be intoxicated or a danger to other Guests or Service Staff. The Company also reserves the right to remove or refuse re-entry to Guests who are behaving in a dangerous or disorderly manner.

Liquor Licence laws restrict the service of alcohol by the Company in the Venue to be strictly limited to the hours between 10am and 11pm which is non-negotiable. Guests under the age of 18 are welcome at the Venue however may not consume any alcohol as a part of the Event.

(f) CORKAGE

All alcohol is to be supplied to the Venue by the Client and is subject to a per head corkage fee to be advised by the Company at the time of quoting.

(g) ILLEGAL ITEMS

The possession and use of illegal items including illegal substances, drugs and weapons is strictly prohibited at the Venue and Guests found in possession of such items will be evicted from the Venue and the authorities notified.

(h) SECURITY

In the event that alcohol will be served at the Event, the Company requires the allocation of one Security Officer per 100 Guests for the full duration of the Event and for a minimum of four hours. Required Security Officers will be arranged by the Company via their preferred security company and associated costs will be payable as per Clause 6.5 hereof.

(i) CAKEAGE

If the Client provides a cake, dessert or other specialty food item which requires plating there will be a cakeage charge at \$3.30 (GST inclusive) per head which requires plating a per head cakeage charge applies which will be included in the Price. If the Client requires their cake to be cut into portions and placed for serving an additional charge will also apply and will be quoted prior to the Event.

(j) AV AND CATERING EQUIPMENT

If the Client is providing any music through the speaker system or AV equipment, the Client will collect all such speaker system and AV and service equipment upon completion of the Event. Any AV and speaker system equipment supplied is the property of the Company.

All catering equipment is property of the Company's caterer Chez Nous Corporate. The Client is liable for any damage, breakages or loss of any such equipment caused by the Client or their Guests. This will be invoiced following the collection of such equipment.

(k) PROPERTY DAMAGE

The Client is liable for any damage or breakages to the Company's premises, fixtures, property, fittings, chattels or infrastructure caused by the Client or their Guests for its respective full repair or replacement costs.

The Company reserves the right to charge the Client for the cost of professional cleaning associated with a Guest who vomits or otherwise soils or contaminates the Venue premises.

(l) SIGNAGE AND FIXTURES

The Client agrees that it will not attach, nail, pin, screw or glue anything to any property belonging to the Company or its caterer Chez Nous Corporate, including but not limited to walls, ceilings, furniture and equipment. Any damage to such property caused by the Client or their Guests will be charged to the Client following the Event, unless or otherwise approved in writing prior to the Event by the Company.

(m) NOISE AND DISTURBANCE

In the event that the Client supplies its own external entertainment or live music, the decibel level is restricted to a maximum of 86 dB(A) at 3 metres from speakers inside the venue in order to comply with the Noise Abatement Act (Qld).

All entertainment must be approved by the Company and the Company reserves the right to refuse entertainment and live music which is expected to exceed the decibel guidelines. This may restrict the use of live percussion and bass guitar and such acts are permitted only upon approval.

Unacceptable levels of noise within, or outside, the Venue will not be tolerated if deemed inappropriate or detrimental to the surrounding residents of the Venue.

(n) PUBLIC HOLIDAY SURCHARGES

If the Event falls on a recognised public holiday an additional 20% surcharge on Venue hire and all food and beverage served within the Venue will apply which will be included in the Price.

(o) HEALTH AND SAFETY

The Company requires full compliance with all workplace, health, safety and fire regulations, and reserves the right to make changes to the Seating Plan, Decor, Lighting and other Equipment positioning to ensure that the Event adheres to all such legal requirements.

LOSS OR DAMAGE OF CLIENT'S PROPERTY

- 8.1** The Company is not responsible whatsoever to the Client for any loss or damage to the Client's property when held by the Company. The Client acknowledges it has its own appropriate insurance cover for its property when held by the Company.
- 8.2** Any property of the Client which are under the Company's custody or control shall be entirely at the Client's risk as regards loss or damage caused to such property however this may occur.

LIABILITY

- 9.1** Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010 (the "Act") and in which by law cannot be excluded, restricted or modified.
- 9.2** Except as provided herein all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Services for any purpose are hereby expressly excluded and the Company shall not be liable for any physical or financial injury loss or damage or consequential loss or damage of any kind arising out of the supply of the Services or arising out of the Company's negligence in any way whatsoever.
- 9.3** The Company's liability for a breach of a condition or warranty implied by the Act is hereby limited to any one or more as the Company in its sole discretion considers appropriate of a limitation as specified Section 64A of Schedule 2 of the Act.
- 9.4** The aggregate of the Company's liability to the Customer for all direct, in direct and consequential losses, damages, costs, expenses, actions and claims arising out of or otherwise in connection with this Agreement whether based on an action or claim in contract, equity, negligence, intended conduct, tort or otherwise is limited to the total Price paid by the Client under this Agreement.

DEFAULT AND CONSEQUENCES OF DEFAULT

- 10.1** Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment at a rate of 2.5% per calendar month or part thereof (and at the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgement is obtained by the Company for such outstanding invoices.
- 10.2** In the event that the Client payment is dishonoured for any reason, the Client shall be liable for any dishonour fee incurred by the Company.
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- 10.3** If the Client defaults in payment of any invoice or any part of the Price when due the Client shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a Solicitor and own client basis and including the Company's collection agency costs.
- 10.4** Without prejudice to other remedies the Company may have, if at any time the Client is in breach of any obligation (including those relating to payment) of any part of the Price the Company may suspend or terminate the supply of Services to the Client and any of its obligations under these terms and conditions. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company has exercised its rights under this Clause.
- 10.5** Without prejudice to the Company's other remedies at law, the Company shall be entitled to terminate this Agreement and all amounts owing to the Company shall whether or not due for payment become immediately payable in the event that:-
- (a)** any money payable to the Company by the Client of any part of the Price becomes overdue or in the Company's opinion the Client will be unable to meet its payments as and when they fall due; or
 - (b)** the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors.

CANCELLATION AND TERMINATION

- 11.1** The Client acknowledges that the requirement to the Company to provide the Services for the Event may not be cancelled by the Client except with the consent in writing of the Company and on terms whereby the Company will be indemnified by the Client against any loss incurred as a result of such permitted cancellation which may include the Price in full in circumstances where the Venue cannot be reasonably re-let by the Company for the Event Date at the Price and unless otherwise agreed will be on the following basis:
- (a)** if cancelled within 14 days of Event Date: Price in full payable
 - (b)** if cancelled within 1 month of Event Date: 75% of Price in full payable
 - (c)** if cancelled within 3 months of Event Date: 50% of Price in full payable
 - (d)** if cancelled within 6 months of Event Date: 25% of Price in full payable
 - (e)** if cancelled more than 6 months before Event Date: No charge (other than the non-refundable deposit in Clause 6.4)

FORCE MAJEURE

- 12.** In the event of any strikes, lockouts or industrial action, material shortage, inevitable accidents, fire, floods, storms, act of God, acts of terrorism or war, or any event reasonably beyond the control of the parties that may prevent compliance with the terms of this Agreement, then either party may terminate this agreement and upon same all moneys paid by the Client up until such event shall be refunded and neither party shall have any further claim against the other in respect of this Agreement.
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WAIVER FOR CLIENT'S SUPPLIED FOOD AND DRINK

- 13.** If the Client chooses to supply its own celebration cake, dessert or speciality food items and drinks the Client agrees to take full responsibility for all such food and drink as supplied by the Client. The Company shall in no way whatsoever have any liability for any fault, injury, allergy or illness to the Clients or its Guests, which may occur as a result of such Client food and drinks being stored, served or consumed within the Venue (or subsequently outside of the Venue).

The Client agrees and acknowledges with the Company that the Client takes full responsibility and liability for the quality, standards and health repercussions of such Client food and drink and agrees to indemnify and forever save the Company harmless from any claims actions demands or suits, costs and expenses that may be brought by any Guest in respect of such food and drink supplied by the Client in any way whatsoever.

GENERAL

- 14.1** This Agreement embodies the entire Agreement between the parties and supersedes and prior Agreement or course of dealings between the parties and subject to Clause 9 there are no warranties, promises, terms and conditions or obligations oral or written, express or implied between the parties other than those contained in these written terms and conditions.
- 14.2** The invalidity, unenforceability or illegality for any reason of any part of this Agreement shall not prejudice or affect the validity, enforceability or illegality of the remainder of the Agreement and such invalid unenforceable or illegal provision shall be severed and remainder shall be in full force and effect.
- 14.3** These terms and conditions and any Contract to which they apply shall be governed by the laws of Queensland and are subject to the jurisdiction of the Courts of Queensland.
- 14.4** The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision nor shall it affect the Company's right to subsequently enforce that provision.