

BOOKING AND EVENT TERMS AND CONDITIONS

1. Definitions

'Days' – calendar days, not business days.

'Event' –private booking for a venue space with food and beverage at Hillstone St Lucia on a set date and time.

'Event Booking Agreement' – contract between all parties detailing inclusions, pricing and conditions.

'Our' – Hillstone St Lucia or Hillstone St Lucia's property.

'Venue' – the Hillstone room or area that has been reserved for the event .

'We' – Hillstone St Lucia and employees of Hillstone St Lucia

'Us' - Hillstone St Lucia and employees of Hillstone St Lucia

'You' – the individual entering this contract and responsible for all organisation and financial obligations on behalf of the individual or legal entity for the Event.

2. Quotes

Quotes are valid for 7 days from date of issue. This includes package inclusions, menus, pricing and conditions.

A quote does not guarantee availability for Venue option or date.

3. Booking and Confirmation

We require all booking requests to be in writing. At time of booking request, We will tentatively hold the date and venue for seven (7) days.

To confirm the tentative hold and booking, we require:

3.1 Signed Event Booking Agreement,

3.2 Valid credit card authority, and

3.3 Requested Deposit.

We reserve the right to cancel the tentative booking if the above is not received within seven (7) days of hold.

4. Deposit

A non-refundable deposit of \$1,000, or 20% of total spend on the Event Booking Agreement, whichever is greater, is required to secure the booking.

5. Payment Schedule

Thirty (30) days prior to the event, the minimum food and beverage spend with venue hire costs are to be paid in full.

Ten (10) days prior to the event, the remaining balance is to be paid in full.

Any charges incurred at the event (if not settled at the time) will be invoiced the next business day

and due within five (5) days of the function.

Otherwise, the credit card on file will be charged with a 1% credit card fee.

If your payment is due on a weekend or public holiday, please plan for this accordingly.

6. Payments

VISA and Mastercard will incur a surcharge of 1% on all payments made by credit card. AMEX will incur a surcharge of 1.5% on all payments made.

Direct Debit – Hillstone St Lucia Pty Ltd, Commonwealth Bank BSB 064 000 A/C 50789 3039; personal and bank cheques; or cash, are all accepted forms of payment. For Direct Debit payments, please forward a remittance advice to Per Svanberg at per@hillstonestlucia.com.au

7. Pricing

Prices are subject to change and You will be notified at time of change. Pricing may increase due to additional government taxes, surcharges or fuel excises applied to goods and services. In the event that this occurs, these increases will be on-charged to You.

8. Menus

Menus are indicative only and pricing is valid until the end of the year this Event Booking Agreement is signed. Certain foods are subject to seasonal variation. Menus will be confirmed in writing along with the final Event details closer to your event date.

No outside food or beverage is permitted unless there is prior written approval by Us during the quoting or planning stages of your event. Fees may apply.

9. Dietary Requirements

Dietary requirements are due with final numbers ten (10) days prior to the Event. Guest names and allergies must be provided at this time. Should more than 10% of Your guests have a dietary requirement that cannot be catered on the menu have selected, a surcharge will be applicable.

Any dietary not advised during the planning stages but requested during the Event either by yourself or a guest will be subject to availability and will incur a surcharge in a post event invoice.

10. Minimum Spends

Minimum spend has been set and can be used on food and beverage only. If your guest numbers reduce, or the package changes which results in the food and beverage minimum spend not being

met, We reserve the right to implement an increased hire fee.

11. Final Event Details

Menus, beverage arrangements, entertainment, audio visual requirements, room set ups and event times are to be confirmed 14 days prior to the event. If these are not confirmed by this time, all arrangements will be at discretion of Hillstone St Lucia.

12. Final Numbers

Revised attendance guest numbers for the event, are required at 30 days prior. If revised numbers reduce at this time, We reserve the right to reallocate an event to a different Venue option should expected numbers decrease below the confirmed minimum.

Final attendance guest numbers for the event are required at time of final payment, ten (10) days prior to the event.

Final numbers must be within 10% range of the revised numbers.

If guest numbers drop below 90% of Event Booking Agreement, no adjustments to the event cost will be made.

If final guest numbers are to be increased, this will be subject to Hillstone St Lucia Management's approval and any additional incurred costs as a result, are to be finalised at this time by You. Should We not receive the confirmed final numbers by ten (10) days prior to the event, we will proceed with details as per signed Event Booking Agreement.

13. Cancellation

Notice of cancellation by You must be given in writing to Us.

The deposit is non-refundable.

If the event is cancelled within 30-14 days prior to the event date, a 50% cancellation fee applies, with any additional monies to be refunded to You.

If the event is cancelled within 14 days prior to the event date, 100% cancellation fee applies.

14. Postponement

Notice of postponement by You must be given in writing to Us.

If requesting a date change more than three (3) months prior to the scheduled Event, the full deposit will be transferred to the new date with a \$500 change fee applicable at time of postponement. This is subject to availability and pricing for the new date.

If requesting a date change within three (3) months of the scheduled Event, 50% of the deposit

paid will transfer to the new date in addition to a \$500 change fee applicable at time of postponement.

The new event date must be within 18 months of the original event date, otherwise the postponement is to fall under Cancellation terms. If the Event is a rebooking of a previously postponed or cancelled Event, the deposit is non-refundable and subject to original cancellation penalties.

15. Event Times

15.1 Licensing

Hillstone St Lucia is licensed until midnight. Requests to extend beyond midnight, will be subject to licensing approval and all application fees and charges will be on-charged to You whether approved or not.

15.2 Bump In/Bump Out

Unless requested and agreed to in writing, the access time to the Venue will be one (1) hour maximum prior to contracted start time and maximum one (1) hour post contracted conclusion. We reserve the right to book other events in the same event room, up to one (1) hour prior and one (1) hour after Your Event.

Requests for extension of bump in/out must be received ten (10) days prior to the event. It will be subject to availability and will be charged at an hourly rate.

15.3 Event Schedule

It is Your responsibility to ensure that Your guests attend the Event between agreed access times. We will not be held responsible if guests are not punctual in arriving or being seated, or if any guest, agent, or contractor causes interference or delays the commencement of service as per the final run sheet. If the Event begins after the specified starting time, it will still be subject to the running order and finishing time specified in the final run sheet. In the circumstances when your Event continues beyond the agreed conclusion time, additional charges will apply.

16. Licensing

As part of Our Duty of Care to all patrons, we reserve the right to refuse service to intoxicated guest, those under 18 years, or those who are supplying alcohol to minors or intoxicated guests. We reserve the right to exclude or eject any guest from the Event or from the Venue without refund to the client if they are intoxicated, disorderly or a threat to others and/or property. Due to licensing laws, food and alcohol cannot be brought on to the premises unless prior written arrangements have been made.

17. Outside Contractors

All third party suppliers and contractors must work within agreed run sheet for delivering, set up and breakdown. Third party contractors and suppliers, appointed by You or Us, must at all times abide by the Venue's regulations and instructions. All contractors and suppliers must have their own appropriate Public Liability Insurance with a minimum of \$10,000,000 and must provide a Certificate to Hillstone St Lucia.

No additional access to the Venue will be provided to third party contractors or suppliers outside of the agreed event times.

18. Entertainment

All entertainment within event rooms must have sound levels under 90 decibels. Amplified music is not permitted on the terraces, verandahs or hundred acre bar.

19. Audio Visual

If the audio visual support package offered by Our preferred partner is not paid for, We will not be held responsible for failure of any provided audio visual equipment by Us.

If supplying Your own audio visual equipment, You are responsible for ensuring your equipment is compatible with our systems, in sound working order and complies with applicable specifications and standards.

20. Displays, Signage and Theming

No items are to be pinned, screwed, glued or otherwise attached to the walls of any area of the Venue, unless otherwise approved by Us.

We are not responsible for set up or pack down of any external displays, signage or theming.

Any provided theming or furniture for an event by Us remains the property of Hillstone St Lucia and is to remain at the Venue after conclusion of the Event.

21. Delivery and Collection of Goods

We will only accept delivery of goods one (1) working day prior to the function and request that all goods be removed on the completion of the function. Should the goods not be taken on completion of the function and not collected by 10am the following morning, we reserve the right to discard the goods. We will not be held responsible or liable for these goods. Deliveries are to fall between 10am-4pm Monday to Friday to ensure care is taken.

22. Internet and WiFi

Please note that Hillstone St Lucia is on a shared

network throughout the entire precinct. Internet accessibility and speed cannot be exclusively guaranteed to your event. Regarding WiFi, please advise if 30 or more of your guests require wireless access at the same time during your event, as Telstra 4G Dongles can be ordered. Special requests are subject to availability and additional costs will apply.

23. Loss and Damages

You shall be responsible for any loss or damage, to the Venue, its fittings and/or equipment, or injury to any guest, staff member caused by Your negligence, or the negligence of any person engaged by You, or Your agents/contractors, during the Event. The Venue is not responsible for any loss or damage to any property or equipment left on the premises before, during, or after the Event.

24. Security

We require security for evening events over 100 guests. Our preferred supplier will be used and on-charged to You for the Event.

25. Insurance

It is Your responsibility to have insurance for Your items or items belonging to Your guests for the period those items are in the Venue.

26. Fire, Life and Safety

You and Your guests must comply with all requirements and directions of Hillstone St Lucia. This includes following any staff instruction for security and emergency reasons. We reserve the right to change, amend or cancel any venue set up or requests for items to be in the room if it hinders fire, life or safety.

27. Smoking

In accordance with the State Government's anti-tobacco laws from 1st July 2006, smoking is not permitted indoors and outdoors where food and beverages can be provided, including the terrace/verandah areas and the golf course itself. Should guests wish to smoke, they must move to the signed smoking area, which is outside of the licensed premises and where no food and beverages are served.

28. Onsite Parking

Onsite parking is available at Hillstone St Lucia. Dependent on guest numbers, car park attendants may be required at an additional charge. For Events of 500 guests or more, We require bus

transfers to be provided to the Venue. This will be at Your expense.

29. Force Majeure

If We are unable to provide the facilities or any other arrangements for your Event or any part thereof, or to otherwise perform the terms of this agreement and the failure is subject to unforeseen disputes, strikes, picketing, accidents, government (federal or state) requisitions, restrictions upon travel, transportation, food beverages, or supplies, equipment and power failure, and other causes which are beyond the decision or control of Us, We are not responsible for any costs, damages or expenses that you may suffer or incur. Whilst every reasonable effort will be made to ensure that your Event will proceed on the date you have nominated, We reserve the right to cancel your Event due to a change in circumstances/unforeseen Act of God which may be within or outside Our control. As soon as We become aware of any such change in circumstances, We will notify you that your Event is cancelled and We will refund your deposit in full. Your damages in respect to any cancellation are limited to the amount of the deposit and you have no further claim against us for any further damages or loss that you may suffer as a consequence of the cancellation. Please note, Covid-19 and related health directives are no longer a Force Majeure event and standard cancellation and postponement fees apply.

30. Images

Hillstone St Lucia reserves the right to use any image or photograph taken of the room(s) from your event, taken by a representative of Hillstone St Lucia for the purpose of legitimate advertising or marketing activities for Us to use in any media type.

31. Amendments

No amendment to these terms and conditions shall be binding upon Hillstone St Lucia unless in writing and signed by Hillstone St Lucia manager.

32. Confidentiality

Both parties agree to hold in confidence and refrain from disclosure to third parties, all confidential information of each other, passing between them pertaining to this Event. This includes the offerings and prices that We have communicated to You in discussion or negotiated with You, either verbally or in writing. Failure to comply may result in pricing or offers being withdrawn.