



TERMS AND CONDITIONS – PLEASE RETURN ALL PAGES TO THE GREAT LAKE CENTRE

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Event Name	
Company	
Contact Person	
Company	
Email	
Date of Arrival	
Date of Departure	
Venue	

Agreement

This agreement is made between the **Great Lake Centre**, and the Client. In the event that this agreement is signed in the name of the company, partnership, agency, firm, club or similar society, the person signing indicates to the Great Lake Centre that they have full authority to sign such a contract. Any reference to the “Manager” will refer to the person nominated by the Great Lake Centre to represent the Great Lake Centre in all matters relating to the event.

Confirmation and Deposit

In order to confirm the booking, The Great Lake Centre requires these Terms & Conditions to be signed and returned to the Great Lake Centre no later than **Date 2009**. The Great Lake Centre reserves the right to release the booking should the Terms & Conditions not have been signed and returned within the required period.

Once the booking is confirmed, the Centre will then request a deposit. The deposit amount is calculated at 20% of total venue hire, or as specified by The Great Lake Centre. The deposit is payable within 14 days of receipt of invoice. The Great Lake Centre reserves the right to cancel a booking should the deposit not have been received within 14 days of remittance of the invoice.

Bond and Cancellation

The Great Lake Centre reserves the right to request a bond. All cancellation advice shall be in writing. In the event the Client cancels a confirmed booking, the following conditions shall apply:

- Once a booking has commenced: 100% hire charge for full period of hire
- Less than two (2) days before commencement of booking: 75% hire charge for full period of hire
- Less than 14 days before commencement of booking: 50% of hire charge for full period of hire
- More than 30 days before commencement of booking: Full non-refundable deposit withheld.

If a confirmed booking is cancelled in a case of force majeure, the Great Lake Centre will endeavour to locate an alternative venue and if notice of cancellation is:

- Less than 4 weeks before the commencement date, the Great Lake Centre will provide a full refund of deposit plus reschedule the booking at a time to suit and waive the hire fee.
- More than 4 weeks before the commencement date, the Great Lake Centre will provide a full refund of deposit plus reschedule the booking at a time to suit.





In any case, the Great Lake Centre will not accept liability for any losses, expenses or costs incurred as a result of the cancellation of any booking.

Booking Alterations

Any venue or date changes to confirmed bookings after the deposit has been paid must be communicated in writing. There is no guarantee that a booking may be altered due to other possible demands on the venue.

Payment Details

As per your instructions, only the person/s named are authorised to charge to the function account. It is imperative the signatory's names are advised prior to the commencement of the function.

All payments are to be made by cash, eftpos, direct credit, cheque or credit card. Charges will be invoiced at the conclusion of the activity or event unless specifically noted otherwise in the booking confirmation.

Any cost incurred by the Great Lake Centre, or its agents, in collection of all or any part of any overdue debt will be payable by the client.

Guaranteed Numbers and Booking Information

All requirements, including intended use, set up requirements, venue access times, set up and set down times, catering/supply, event or activity start and finish times, any special needs, and estimated participant numbers, must be received in writing by the Great Lake Centre fourteen (14) days prior to the commencement of the event.

Minimum numbers for catering are required 14 days prior to arrival. Final guest numbers for catering purposes are required 7 full working days prior to the group's arrival. This is the minimum number for which you will be charged.

Failure to provide a full disclosure may be considered a breach of the provisions of this agreement and may lead to termination of the booking.

Catering and Liquor Policy

Please note that the Great Lake Centre is fully licensed. No alcoholic beverages are to be brought onto the Great Lake Centre premises for consumption during your event or conference. Please contact our bar manager for all of your beverage requirements.

Hours of Use

The hire of the Great Lake Centre does not entitle the client to use or enter the premises at any time other than the specific hours for which the venue is hired unless prior arrangement has been made with the Manager. Allowance for set up and set down time including cleaning and removal of all equipment, plant and other items used for the event, should be made. Great Lake Centre venue hire allows for usage up to 8 hours per day. Additional hours are chargeable.

Access to the venue outside of normal office hours is to be arranged with Great Lake Centre staff prior to your event. Clients are required to access and vacate the venue as per the times stated in booking correspondence.

Penalty rates of \$75.00 per hour will be incurred for exceeding stated access times.

Care of Premises

The client should liaise with the Great Lake Centre to prevent any damage. The Client shall take extreme care of and shall not cause any damage to or permit damage to be done to the venue, or any part thereof, including any fittings, equipment or other property at the venue.

The client shall report any damage and make good or pay for damage to the venue (including accidental damage) caused by any act or neglect of the Client, the Clients employees or agents, or any persons attending the event by reason of the use of the



venue by them. Any damage caused to the property, fittings or equipment will become the financial responsibility of the Client.

The Client shall not make alterations to the structure, fittings, decorations or furnishings of the venue nor permit nails, hooks, adhesive fasteners, adhesive tape, tacks or screws to be installed on any part of the Venue without prior written permission from the Manager. The Great Lake Centre allows the use of velcro dots in the venue on the condition that they are removed following use. The Client shall leave the venue in the same condition as it was on the first day of the event. The Client shall not allow anything to be displayed, attached or suspended from the ceilings, walls, fittings or draperies of the venue without prior written permission of the Great Lake Centre.

Cleaning

General cleaning charges are included in the hire of the venue. The Venue will be cleaned before and at the conclusion of your booking on a daily basis. Additional cleaning required during set-up or on-going running of your booking will be charged on the final invoice. However all rubbish created by the Client, especially food waste, must be removed by the Client or agents as soon as the event is completed. Should the venue not be found in the same state in which it was before the event, the venue will be cleaned/repaired at the Client's expense.

Labour Charges

All facilities have basic furnishings and equipment available as part of the venue rental. Should any extra labour be required in setting up or moving this equipment or furnishings, a charge will be incurred on your final invoice.

Energy

The Great Lake Centre reserves the right to charge for any power or gas usage over and above the normal room hire charge depending upon power requirement for events. An estimate will be included within your agreement if this is likely. For Exhibitions and Trade shows where booths are sold by the Promoter, a power consumption fee of \$15 per booth will be charged.

Ticket Sales

All tickets must be printed and sold through the Great Lake Centre's nominated ticketing service provider, Ticketek.

The Great Lake Centre shall have up to 4 tickets per performance for house seats in the theatre. Seats will be in Row M 1 – 4. The Great Lake Centre reserves the right to utilise these tickets in whichever way it deems appropriate.

Wiring/Cabling

Any electrical, gas, plumbing, sound, lighting or communication wiring works undertaken shall require prior approval and must be carried out by contractors authorised by the Management in writing, at the hirer's expense.

Telephone/Fax/Internet

Costs incurred to provide new telephone, fax or internet connections as required by the Client will be an additional charge. The Client also accepts liability for all costs/toll charges incurred during their hire of the venue.

Smoking

The Client will not smoke or allow smoking in any part of the Venue premises.

Damages/Insurance/ Indemnity

It is recommended that the Client arrange personal liability insurance for themselves as required.

Under no circumstances will the Great Lake Centre make good or accept responsibility or liability in respect of damage, theft or loss of any property, goods, articles or things whatsoever placed, deposited, brought into or left at the Great Lake Centre either by the Client, the Client's employees or agents or by any persons attending the event and the Client must indemnify and hold the Great Lake Centre and its employees and agents harmless in respect thereof.

The Great Lake Centre will not be liable for any loss due to any breakdown of

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machinery, failure of electricity supply, leakage of water, fire, evacuation, government restriction or act of God which may cause the venue to be temporarily closed or the hiring to be interrupted or cancelled.

The Client shall indemnify and keep indemnified the Great Lake Centre from and against all loss, damage or liability whether criminal or civil, suffered by the Great Lake Centre, which may be incurred by, done by or happen to the Client or the Client's employees or agents by or to any other person resorting to the Great Lake Centre by reason of the use of the venue by the Client.

The Great Lake Centre will not indemnify clients for any loss, damage or liability whether criminal or civil, suffered by the hirer.

The Great Lake Centre is not responsible for any property left behind. The Client will be responsible for the removal of all property after the conclusion of the event and any goods left after the function without prior arrangement will be deemed abandoned.

Notwithstanding the above the provisions of the Health and Safety in Employment Act 2002 at all times take precedence.

The Health and Safety Act

The Client must at all times be aware of their obligations and comply with the provisions of the Occupational Safety & Health (OSH) Act 1992. Hirers will be responsible for providing their own general first aid equipment.

Security

Security must be provided to the satisfaction of the Great Lake Centre Management for all events. Approval must be sort for all safety and door security arrangements for any public admission functions.

If any security personnel are required by Great Lake Centre Management to be hired on the Hirer's behalf, costs incurred will be chargeable to the Hirer's account.

Sub-letting

The Client shall not sublet the Venue or any part thereof.

Clients Covenants

The Client shall comply with all proper requisitions and requirements of any government department, authority or body and all statutes or regulations and by-laws from time to time affecting and relating to the nature of the Client's use of the venue, including sale or supply of liquor. The Client and his employees and agents shall, during the period of hire and other such times they shall be in the Venue for the purpose of the hiring, comply with all the requirements of the Manager.

Termination

The Manager reserves the right to refuse any potential hirer and may terminate, at any stage, any event by notice to the Client in writing where in their opinion:

- There is, by reason of the Client's use of the Venue, imminent danger or damage being afflicted to the Venue or to any person in or about the Venue, or any nuisance, disturbance or annoyance being caused to any licensee or invitee of the Great Lake Centre or to the owner or occupier of land or property in the vicinity of the Great Lake Centre;
- The Client is in default under any provisions of this agreement; or
- For the purposes of this agreement, the Client (if it is a company) passes a resolution or the court makes an order for the winding up of the Client or if the Client is placed in receivership or under official or statutory management.

Management has the right to refuse to hire any of the facilities to any hirer, or cancel a booking that has been duly entered into where the staging of the event or the nature of the event may contravene any statute order regulation bylaw rule of law or otherwise be in breach of reasonable standards of public decency. Management may also cancel an event if it considers that the management of the event is inadequate and the conduct of



the attendees of the event is such that could lead to danger or harm to any person or material damage to any property, including the venue itself.

If a deposit has been paid in such circumstances, the deposit will be returned to the hirer who will agree in such a case to accept and consent to the cancellation with no provision for any claim for loss or damage of any kind against the Great Lake Centre, or its staff.

The Great Lake Centre

The Client must ensure:

- Exits are clear at ALL times.
- Adherence to the Great Lake Centre smoke free policy.
- In the event of the fire alarm sounding, all people exit the building via the closest exit and congregate in the Great Lake Centre car park adjacent to the Police Station.

General

Please respect the requests of Management and Safety Officers as they are trying to ensure that your event/function has a safe and happy outcome.

Confidentiality of Information

The Great Lake Centre agrees to hold in the strictest confidence any business, personnel, technical or financial information that they may learn about the client as a result of entering into this contract or from the client's use of The Great Lake Centre's facilities.

While we encourage your patronage of the Great Lake Centre, we must reinforce the absolute importance of compliance with the above terms and conditions. You should be aware that due to the multi-purpose nature of the facilities, there could be other activities booked during your event. Please check with the Great Lake Centre Management if you have any concerns.

Thank you for choosing The Great Lake Centre for your forthcoming function. Please sign below to confirm that you have read, understood and agreed to be bound by the Terms & Conditions listed above.

Name:		Date:	
Signature:			

These Terms & Conditions must be returned no later than: **Date 2008**

