

To ensure the organization of the client's event runs smoothly, we would appreciate the client's attention to the following policies. Please read them carefully and sign and return a copy to the contract within seven days of receipt.

1. CONFIRMATION

The client's booking is not confirmed until a signed event agreement is completed and returned to the Venue. The contract must be duly dated and signed and returned with the required payment(s) (see deposit schedule) for the contract to be registered and the requested reservations to be confirmed. If the Venue accepts a change in requirements prior to the Contract being signed by both parties and receipt of first deposit, a new contract offers will be drawn up which will supersede the previous offer. Any changes to provisions of the contract after its signature will not be effective until a rider has been drawn up and signed by both parties, of which the main contract is an integral part. Accommodation rooms in this agreement will not be confirmed until the initial deposit has been paid. Should the client fail to pay any such initial deposit or subsequent pre-payment by the due date, the Venue may treat the booking as cancelled by the client. Bookings are not confirmed until a copy of the agreement is completed and returned to the Venue along with payment of the initial deposit (see Deposit schedule) and acknowledgement of receipt and processing has been issued from the Venue. In the circumstance that another enquiry for the venue is received over the clients requested dates, we would require a deposit and signed contract within 24 hours post notifying the client. Once a signed contract is received the booking is subject to full terms and conditions. Management of the Venue reserves the right to cancel the booking and allocate the venue to another client if a deposit is not received as per payment schedule on the agreement.

2. DIETARY REQUIREMENTS

Client to inform our team seven days prior if the client or any of their guests have any specific dietary requirements, including food allergies or food intolerances. Every care will be taken to accommodate the client's specific requests however we cannot guarantee that food allergens will not be transferred through accidental cross-contact.

3. PAYMENT

Deposit – All function accounts require a 20% deposit to be paid within seven (7) days from the issuing of an event agreement to complete this process. The deposit amount will be deducted from the final account. Balance – Thirty (30) days prior to the commencement of the function, 80% of the estimated total payment will be required. All function accounts require full payment at least seven (7) days prior to the commencement of the function. Payment can be made by credit card, bank transfer or by pre-approved San Martin Venue Credit Arrangements. For credit card payments, please note that a 1.5% for Visa, Master Cards, UnionPay and American Express and 2.5% for Diners and JCB Cards. There is no fee associated with payment via EFTPOS. Credit Card details are required to guarantee all bookings. Client credit card will only be charged if the Venue has not received payment three business days prior to the event. Should additional charges be incurred during the event, the client's credit card will only be charged if the Venue has not received payment three business days post event. All prices quoted are inclusive of Goods and Services Tax. Bookings that have pre-approved San Martin Venue Credit Arrangements may be required to pay a 20% deposit on confirmation of booking. All approved credit arrangements require full payment as per the clients approved application after the function. Functions that exceed a total cost of \$5,000 are required to ensure that no more than \$5,000 is outstanding at the conclusion of the function date pending appropriate credit approval is provided. Payment process must be approved by the Venue.

4. NON PERFORMANCE OF CONTRACT

In the event of a confirmed function that does not take place or changes dates, the client will be required to pay a fee based on a percentage of the estimated cost of the function including catering, room hire and other resources. - Notification 60+ days prior to function date 20% of total expected cost will apply - Notification 59 - 30 days prior to function date 25% of total expected cost will apply - Notification 29 - 14 days prior to function date 50% of total expected cost will apply - Notification 14 - 0 days prior to function date 100% of total expected cost will apply.

5. GROUP & CONFERENCE BOOKINGS

Our team are working to support and address the needs of each group. The proposal is quoted without any social distance restrictions. Should any restrictions be imposed by local state or federal government authorities prior to or during the event, we shall comply with the legislation. These may affect or limit the ability of the operation of the client's function or event. In this instance we will work closely with the event organizer to manage any amendments on a case by case basis.

6. POSTPONEMENT

Should the client's event dates change or be postponed due to unforeseen circumstances, charges as per the non-performance of contract apply. 20% of the total cancellation fee owing will be retained as a deposit for the clients next event which needs to be held within six months from the original event date. Events cancelled within 14 days prior to function date will incur the full estimated cost of the function, at that point in time as per the non-performance clause and a postponement will not be considered. The Venue reserves the right to reassess all quotations on and not limited to accommodation, Audio Visual and food and beverage based on the availability of new dates.

7. FINAL DETAILS

To ensure client's requirements are met, it is necessary to receive details in writing of the function schedule, menu selection, guaranteed numbers, floor plans seven (7) days prior to the clients function unless otherwise stated. It is the responsibility of the client to contact the Venue regarding final numbers. Should a guarantee number not be received, the minimum number of attendees as indicated on the event contract will be taken as final. If the number of delegates changes drastically, please understand that we will need to requote on room hire and food and beverage requirements.

8. RELEASE OF ACCOMMODATION

All cancellations must be advised in writing.

9. ACCOMMODATION BLOCK – CANCELLATION POLICY

All reservations must be accompanied by a valid credit card. If bank transfer is the nominated method of payment, this is due ten (10) days prior to check-in unless otherwise stated. All reservations or cancellations must be advised in writing. The following penalties will apply as per the release schedule: - 30+ days prior to arrival 100% of remaining rooms can be cancelled without charges. - 30 to 15 days prior to arrival one (1) night's room rate will be charged for any rooms cancelled. - 14 - 0 days prior to arrival full charges will apply for full length of contracted stay, including no shows.

10. SOCIAL EVENT ATTRITION POLICY

The following penalties will apply as per the release schedule: - 30+ days prior to arrival : Up to 20% of remaining daily guest catering numbers may be cancelled without penalty - 30 - 15 days prior to arrival : Up to 10% of remaining daily guest catering numbers may be cancelled without penalty - 14 – 8 days prior to arrival : If numbers are reduced within this period, the client will need to ensure the shortfall of the contracted minimum spend is utilized with additional banquet food and beverage spend. In the case the shortfall is not spent, a room hire fee will apply. - Within 7 days prior to arrival: If numbers are reduced within this period, the client will still be charged for the final guests catering numbers last provided to the venue.

11. LABOUR SURCHARGE

Any amendments to the room set up of an event within 48 hours will incur an additional labour surcharge to which will be at the discretion of the Venue dependent on the latest requirements.

12. COMMENCEMENT AND VACATING OF ROOMS

The client agrees to begin the function and vacate the designated function space at the scheduled times agreed upon. In the event that a function should go beyond agreed finishing times, we reserve the right to charge additional costs reasonably incurred to ensure the smooth operation of that function. Should the room be allocated subsequently for any reason, the Venue reserves the right to vacate the client's function from the room.

13. SET UP AND DELIVERY OF EQUIPMENT

Clients are responsible for costs involved in ensuring set up and break down time on all function space. All deliveries to the Venue must be advised in writing and agreed upon with the Venue. Deliveries should be sent no earlier than 48 hours prior to the function and must be marked with the name of the function. Whilst every effort will be made to assist in movement of goods from the loading bay to the function room, assistance will be offered on the basis of staff available at that time. The Venue does not have storage facilities other than conference spaces booked by the client. The Hotel will take all due care and accepts no responsibility for the damage or loss of merchandise left in the Venue prior, during or after the function. All items must be removed immediately following the conclusion of the function. Goods left in the Venue without prior arrangement will be deemed abandoned and discarded by the Venue.

14. PHOTOGRAPHY AND VIDEO RECORDINGS

All photography and or sound and video recording on Venue premises requires prior permission.

15. AV REQUIREMENTS

The Venue uses an AV company to supply all AV requirements. Data Projectors and Laptops can be supplied by the client should this be the chosen option however all other AV equipment is to be supplied by the Venue. Approval in writing must be sought from the Venue if another AV company is to be used.

16. CONSUMPTION

Client's are not permitted to supply their own food and beverages of any kind without prior written permission from the Venue. Beverages, if supplied by a sponsor or client, will incur a corkage fee. We practice Responsible Service of Alcohol at all times and reserve the right to refuse service of alcohol to any person.

17. DISPLAYS AND SIGNAGE

Nothing is to be nailed, screwed, stapled or adhered to any wall, door or other surface or part of the building. Signage in Venue public areas is to be kept to a minimum and must be approved by the Venue. Client must obtain prior written permission of the Venue to use the Venue name and/or logo in print, audio visual display and/or such other multimedia display.

18. ROOM ALLOCATION

The Venue reserves the right to assign another room for the organised function in the event the room originally allocated is unavailable (due to unforeseen circumstances) or inappropriate in the opinion of the Venue, such substitution shall be deemed as full performance under this contract.

19. COMPLIANCE

It is understood that the client will conduct their function in an orderly manner in full compliance with the Venue Management and with all applicable laws. This will include, however not be limited to maintaining reasonable noise levels, adhering to the OH&S regulations of the relevant state, adhering to smoking legislation, etc.

20. DAMAGES

Clients are financially responsible for any damage sustained to the Venue by the Client, Client's guests, invitees or other persons attending the function, whether in the room reserved or any area or part of the Venue. This can include however is not limited to extra cleaning charges, cost to repair damaged furniture etc.

21. RESPONSIBILITY

The Venue will not accept any responsibility for damage or loss of merchandise left in the Venue prior, during or after the function. Clients should arrange their own insurance and/or security.

22. SECURITY

The Venue reserves the right to exclude or eject any or all objectionable persons from the function on the Venue premises without liability. Security guards may be required for functions and this is to be determined by the Venue discretion. Security will be organised by the Venue and must be paid by the client. The Venue is intent on ensuring the safety of both function and Venue guests. If the Venue has reason to believe that a function will affect the smooth running of the Venue business, its security or reputation, it reserves the right to cancel the function without liability.

23. BASIS OF AGREEMENT

Performance of this agreement is contingent upon the ability of the Venue to complete same, and is subject to labour troubles, disputes, strikes or picketing, accidents, government (federal, state or local) requisitions; restrictions upon travel, transportation, food, beverages, or supplies; equipment failure, and other causes, whether enumerated herein or not, which are beyond the control of the Venue, in no event shall the Venue be liable for the loss of profit or consequential damages, whether based on breach of contract, warranty, or otherwise. In no event shall the Venue's liability be in excess of the total amount contracted hereto.

24. FORCE MAJEURE

The Venue will not be liable for any non-performance of its obligations under this contract in the event such non-performance is caused or contributed to by any act, event or circumstance outside the control of the parties including a declaration of a state of emergency, an act of God, labour or industrial relations dispute, a lockout, act of public enemy, act of terrorism, malicious mischief, war, sabotage, riot, civil disturbance, outbreak of infectious disease, epidemic or pandemic disease, hurricane, cyclone, tidal wave, lightning, earthquake, flood, storm, fire, explosion, failure of power supply or breakage or accident to items of plant or equipment, travel advisories or alerts issued by any authority that may have a material effect on the Venue and tourism industry in Australia and the geographical market in which the Venue operates, material disruption to domestic and international inbound travel transportation systems.

25. HEALTH & SAFETY

At our Venue, we want to give every guest that stays with us the peace of mind to know their health and wellbeing is our very top priority. After all, our Venue have always had rigorous standards for cleaning and safety. And, during the COVID-19 Pandemic, we worked with our housekeeping and cleaning partners to deliver hygiene protocols over and above the World Health Organisation's Best Practice recommendations. Our safety culture is firmly embedded in our business and our hygiene standards are as second nature as customer service.

26. PRIVACY

Under some legislation we may be directed to collect delegate's details to assist Health Authorities. Personal information collected should be only used or disclosed on a need to know basis. It will be stored securely and in accordance with the security obligations at the Australian Privacy Act 1988 (Cth) (APA) and the Australian Privacy Principles (APPs).

27. NO LIABILITY

27.1 To the fullest extent permitted by law, San Martin and its employees, agents or contractors, will not be liable to you or any guests, invitees and/or any other persons who attend the function for any loss and/or damage of any nature (howsoever caused) or any damages (including, but not limited to, any special, consequential, incidental, exemplary, punitive and/or indirect damages) arising from, in respect of or in any way related to your use of San Martin's property and/or the function however caused, however liability is asserted (including, but not limited to, in tort (including in negligence), in contract and/or under statute and/or general law) and irrespective of whether you have been advised of, or otherwise might have anticipated the possibility of, any loss or damage.

28. WARRANTIES

28.1 Except as provided in this contract, all express and implied warranties under statute or general law as to merchantability, description, quality, suitability or fitness of the services rendered by San Martin for any purpose or otherwise are expressly excluded to the fullest extent permitted by the applicable law.

28.2 All other conditions and warranties, statutory or otherwise and whether express or implied, are hereby excluded to the fullest extent permitted by the applicable law, and no guarantee, other than that expressly herein contained and the statutory guarantees that cannot be excluded or limited under the applicable law, apply to the services rendered by San Martin to which the applicable guarantee relates, or any accessory or part thereof.

29. INDEMNITY

29.1 You are liable for any damage sustained to San Martin, its employees, agents or contractors and/or its premises and contents that is caused by you, your guests, invitees or other persons attending the function, while in any area at the San Martin premises. You indemnify San Martin against, any loss and/or damage that is caused directly and/or indirectly by the conduct of you, your guests, invitees and/or other persons attending the function. This includes, but is not limited to, any loss and/or damage that is caused (directly and/or indirectly) because of any failure by you, your guests, invitees and/or other persons attending the function to observe any legislative regulatory, license or authorisation.

Note COVID-19

The Venue has taken every precaution to ensure a safe environment for delegates during the clients event including but not limited to, hygiene practices, in-depth staff training and COVID-safe plan implementation. These measures have been clearly outlined to the client during the event planning process and will be reinforced by venue staff present on the day. During the clients event, advising and ensuring adherence to these measures by delegates including event registration, personal hygiene and social distancing measures will be the responsibility of the event contacts and signatories.

Accepted by the client:

FOR THE VENUE

NAME _____

POSITION _____

DATE _____

SIGNATURE _____

FOR THE ORGANISER

NAME _____

POSITION _____

DATE _____

SIGNATURE _____