

GENERAL INFORMATION AND CONDITIONS OF BOOKING



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A. CATERING SERVICES

- 1. Food and Beverage Menus: Provision and Service** – “*Spotless*” operates the venue and holds the liquor licence. The client and their guests are not permitted to provide Food and Beverage without prior arrangement, nor consume food or beverage other than those supplied by “*The Centre Ivanhoe*”. The suggested menus are selected from the comprehensive range of food and beverage items of the “*The Centre Ivanhoe*” whom is pleased to offer other options to suit specific requirements. If due to unforeseen circumstances (e.g. supplier shortages “*The Centre Ivanhoe*” is unable to provide the agreed menu or services “*The Centre Ivanhoe*” reserves the right to adapt the menu or services in consultation with the Client.
- 2. Food Allergies and Adverse Reactions** – Levels of reactions to allergens vary: with some reactions being simply due to proximity of (airborne) and others occurring only after consumption of the allergen. “*The Centre Ivanhoe*” is therefore unable to guarantee there are no allergens in the food and beverages served during the function. “*The Centre Ivanhoe*” and the Client will discuss the Client’s food and beverages requirements in this regards with a view to minimising the likelihood of reactions. For further information refer to www.allergy.org.au and/or www.aifst.asn.au (the Australian Institute of Food Science and Technology Incorporated).
- 3. Other Food** – If “*The Centre Ivanhoe*” consents to the Clients bringing a wedding cake or other food item to the venue, the Client will only be permitted to do so upon signing a standard release form provided by “*The Centre Ivanhoe*”.
- 4. Food and Beverage Pricing** – The prices listed with menus are current at the time of quotation. The prices listed with the menus whilst current at the time of quotation are subject to change each year.

B. CONFIRMATION

- 5. Tentative Booking** – A booking will be considered tentative pending receipt of a deposit, and will be held without obligation, for a period of **ten (10) days**. Once this period has elapsed, “*The Centre Ivanhoe*” reserves the right to cancel any unconfirmed booking and, without further notice re-allocate the venue to other enquirers.
- 6. Confirmation of Booking** – The booking will be considered as confirmed upon receiving your completed Booking Application Form and upon receipt of a one thousand dollar (\$1,000.00) deposit, unless another amount is requested on the booking form. Receipt of the deposit and Booking Application Form more than **ten (10) days** after the original booking will be accepted subject to “*The Centre Ivanhoe*” confirming the venue availability.
- 7. Expected Attendance** – The Client represents that the number of expected guests stated on the Booking Application Form (“Expected Attendance”) is a realistic expectation of attendance and is the basis upon which the booking is accepted by “*The Centre Ivanhoe*”.

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8. **Slippage Charges** – “*The Centre Ivanhoe*” reserves the right to charge an additional fee as a result of guest numbers reducing less than the required minimum numbers. If another room is available we will endeavour to move your event to a more appropriate room subject to a surcharge.

Ninety (90) days or more prior to the function	If your function is reallocated to a more appropriate room due to a down size in numbers and “ <i>The Centre Ivanhoe</i> ” is unable to sell the original booked room prior to your event, the client will be liable to pay 15% of the cost of the required minimum numbers
At least thirty (30) days but less than ninety (90) days prior to the function.	If your function is reallocated to a more appropriate room due to a down size in numbers and “ <i>The Centre Ivanhoe</i> ” is unable to sell the original booked room prior to your event, the client will be liable to pay 20% of the cost of the required minimum numbers
Less than thirty (30) days prior to the function the expected attendance reduces by 20% or more and/or a room change is facilitated as a result	The client will be liable to pay 50% of the charges applicable to the number of guests by which the attendance was reduced.

9. **Change of Date** – If the Client needs to change the date of the function “*The Centre Ivanhoe*” will use reasonable endeavours to accommodate such change subject to the following conditions:
- The change is notified to “*The Centre Ivanhoe*” not less than **thirty (30) days** prior to the function date identified on the Booking Application Form;
 - The venue is available for the proposed new function date;
 - The change of date is not more than six (6) months from the function date identified on the Booking Application Form;

If the confirmation deposit has already been received, it will be transferred to the new date. If the date change is requested less than **thirty (30) days** prior to the function date identified on the Booking Application Form, the change will be treated as a cancellation under “*The Centre Ivanhoe’s*” cancellation policy (refer to section E, CANCELLATION POLICY, (ii) CANCELLATION, page 3.)

10. **Security Bond** – “*The Centre Ivanhoe*” reserves the right to ask for and retain a bond of up to **twenty-five per cent (25%)** of the estimated function costs which may be applied by the “*The Centre Ivanhoe*” in carrying out any cleaning or repairs required following the completion of the function. The bond will be refunded in the event of the venue being left in a satisfactory condition. “*The Centre Ivanhoe*” reserves the right to exclude persons, without liability.

C. FINAL DETAILS

11. **Menu and Service Details** – For the smooth running of the function, the planning of menu service details are to be finalised **twenty one (21) days** prior to the function.
12. **Guaranteed Minimum Number** – The Guaranteed Minimum Number of guests attending the function must be advised to “*The Centre Ivanhoe*” at least **seven (7) business days** prior to the date of the function. Only increases can then be given to “*The Centre Ivanhoe*”, up to **three (3) business days** prior to the function. For the purpose of clause, 13, Final Attendance, Section C, FINAL DETAILS, page 2, the Guaranteed Minimum will be the number notified in accordance with this clause, or if no number is notified by the required date, the Guaranteed Minimum Number (Expected Attendance) identified on the Booking Application Form.
13. **Final Attendance** – The final number of guests attending must be confirmed to “*The Centre Ivanhoe*”, by **12.00 noon, seven (7) days** prior to the function. If final numbers fall below the Guaranteed Minimum Number, charges will be based on the Guaranteed Minimum Number. (refer to Section C, FINAL DETAILS, clause 12, page 2.)
14. **Late Changes** – Changes made within **four (4) business days** of your event will incur a fee at “*The Centre Ivanhoe’s*” discretion. Changes can be made at the cost of **\$150.00 per change**. No changes will be accepted **two (2) days** prior to your event.

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D. PAYMENT

15. **Payment of Accounts** – Unless otherwise agreed to, the Client must forward full payment to **“The Centre Ivanhoe”** by 12.00 noon, **seven (7) business days** prior to the date of the function, either by cash, credit card, business or bank cheques or via Australia Post either by phone or the Internet.
Bank cheques are accepted only when received **ten (10) business days prior to the function**.
16. **Cancellation for failure to pay** – **“The Centre Ivanhoe”** reserves the right to cancel the booking if payment is not received from the Client within the prescribed time.
17. **Additional Charges** – Any additional charges incurred after pre-payment, inclusive of any charges not authorised in the original booking, are required to be settled by the Client’s Nominated Contact upon the conclusion of the function by cash or credit card. Or invoiced **seven (7) days** after the event (by agreement).
“The Centre Ivanhoe” reserves the right to ask for and retain prior to the function an amount of up to **\$1,000.00 or 10%** of the function price which may be applied by **“The Centre Ivanhoe”** against additional charges incurred on the day of the function, but will be refunded in full in the event of no Additional Charges.
18. **Government Departments** – Purchase orders will be accepted from government departments for the estimated amount of the function at least **seven (7) days** prior to the function.
19. **Goods and Services Tax** – Is applicable and included in prices quoted.
20. **Refunds for Over-payments** – Any refunds for over payments will be processed within **fourteen (14) days** of the date of the function.

E. CANCELLATION POLICY

- (i) **DEPOSIT**
21. Should it be necessary to cancel your confirmed booking, your deposit will be refunded only when the date has been successfully re-booked, **less \$250.00 booking fee**.
- (ii) **CANCELLATION**
22. In the regrettable situation that the Client cancels the function, written notification is require, and the following cancellation fees will apply.

Ninety (90) days or more prior to the function	Twenty five percent (25%) of the deposit will be retained by “The Centre Ivanhoe” .
At least thirty (30) days but less than ninety (90) days prior to the function.	One hundred per cent (100%) of deposit will be retained by “The Centre Ivanhoe” .
Less than thirty (30) days prior to the function.	Forfeit of deposit and fifty per cent 50% of the total estimated function charge is to be paid by the Client.
Less than three (3) days prior to the function.	One hundred per cent 100% of the total estimated function charge is to be paid by the Client.

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F. SURCHARGES

23. **Agreed Function Times/Time Extension** – The Client is responsible for occupying and vacating the rooms within the times scheduled. The Client will be provided access to the room **2 hours prior and 2 hours post your event** to set the room according to the requirement of your event. Utilisation of space outside the times quoted will be subject to availability. Venue hire fees and/or labour charges will apply if functions extend beyond times agreed in writing. If beverages are served and the event is extended in time **The Centre Ivanhoe** will charge an additional rate per person per half hour.
24. **Special Meals** – Kosher and Halal meals are available on request, subject to a surcharge on a price on application basis. The Client must notify **The Centre Ivanhoe** of these dietary requirements **fourteen (14) days** prior to your event.
25. **Public Holiday Surcharge** – A **surcharge of 25%** is applicable for any function held on a declared public holiday. For functions extending into a Public Holiday, a surcharge may be applicable pending service required.

G. ROOM ALLOCATION

26. **Re-allocation of Function Rooms** – **“The Centre Ivanhoe”** reserves the right to re-allocate rooms if, in the opinion of the **“The Centre Ivanhoe”** the room originally designated for the function is inappropriate because of reduced numbers in relation to the original expected attendance.
27. **Limit of Hiring** – In the event that a function room cannot be made available to the Client on the date(s) for which it has been hired by reason of fire, flood, damage, industrial dispute, or any other reason, the management of **“The Centre Ivanhoe”** shall not be liable for any loss, damage or injury whatsoever suffered by the Client as the result of the unavailability of the function room. Banyule City Council, as owner of the venue, reserves the right to cancel bookings, with no liability attributable to either the Landlord or management of **“The Centre Ivanhoe”**.

H. FUNCTION SERVICES

28. **Entertainment** – **“The Centre Ivanhoe”** are able to assist with any entertainment needs. Performers should be current members of their respective Unions, and we recommend that they have public liability insurance. The Musician’s Award stipulates that members must receive a **main course meal and soft drink** during their performance. This can be arranged on request, and is charged to the Client at **50% of the retail price**. Please note that, with some music and dance, restrictions may be imposed due to performance criteria. **“The Centre Ivanhoe”** must grant prior written approval.
All extension cords, power boards and leads must be checked and tagged by a qualified electrician according to The Occupational Health and Safety Regulations 2007, Part 3.5 Plant
29. **Decorations and Audio Visual Arrangements** – Decoration and audiovisual arrangements other than those available in the function room can be organised through **“The Centre Ivanhoe”**. The Client will incur separate charges for these arrangements. Our preferred supplier of audio-visual equipment is Monaco Sound - Telephone: 03 9850 2099.
30. **Special Effects** – Smoke Machines, Special Balloon Effects, Pyrotechnics and/or any special effects involving the use of a naked flame cannot be operated without prior authority from **“The Centre Ivanhoe”**. Special effects must comply with **“The Centre Ivanhoe’s”** safety standards and must be operated by a qualified technician. The Client must request permission at least **fourteen (14) days** prior to the date of the function to use such equipment. In the event your special effect requires our fire panel to be isolated, a fire officer will need to be hired at your expense for your function. If the Fire Brigade responds to an alarm which has been set off by the unauthorised use of any of the above special effects, or by the wilful misconduct of a person relating to the function, the Client will be liable for the Fire Brigade charges incurred.

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31. **Confetti/Glitter/Rice** – No confetti, glitter, rice or like-products may be thrown inside **“The Centre Ivanhoe”**. However, rose petals and/or fresh herbs/flowers can be thrown outside the venue
32. **Helium Balloons** – Up to 12 hour helium can be used in all rooms except The Great Hall. No sand bags are allowed in the venue. The Client must seek permission at least **seven (7) days** prior to the date of the function if they wish to use helium balloons

I. SECURITY AND CONDUCT

33. **Responsible Serving of Alcohol - House Policy** – **“The Centre Ivanhoe”** and **“Spotless”** follow the National Alcohol Beverage Industries Council guidelines of Responsible Service of Alcohol. **“The Centre Ivanhoe”** policy is to serve our guests in a responsible, friendly and professional manner and will encourage them to drink in moderation. The right to discontinue liquor service is reserved by **“Spotless”**, the licence holder, and **“The Centre Ivanhoe”** management.
Minors will be required to be identified, and will not be served alcohol during the function. Water and non-alcoholic beverages will be readily available at all times.
We reserve the right to limit the quantity of alcohol consumed by any particular guest. We reserve the right to stop the supply of alcohol to the function guests, or any particular guest/s if it becomes apparent at any time that the guest is intoxicated.
No alcohol is to be brought onto the premise or removed from the premises. Guests who are intoxicated will not be served any alcohol and will be required to leave the premises.
All guests are encouraged to ensure they have safe transport from the function. Staff will offer to call a taxi for any guest/s they consider should not be driving.
34. **Smoking Policy** – In the interest of public health and in line with Government Regulations **“The Centre Ivanhoe”** is a smoke-free venue.
35. **Balcony Conditions of Use/Conduct** – The balconies at **“The Centre Ivanhoe”** have low balustrades. All users must be aware of this, and appropriate behaviour near any balustrade is imperative for patrons’ safety. Children must be supervised at all times, particularly in the balcony areas.
36. **Security** – If in the opinion of the Management of **“The Centre Ivanhoe”**, it is necessary to employ staff for the purpose of maintaining security at any function to be held at **“The Centre Ivanhoe”**, the cost of employing such staff shall be added to the function charge, payable by the Client. **“The Centre Ivanhoe”** reserves the right to exclude persons, without liability, from an event.
37. **Damage to Property** – The Client will be responsible for any damage sustained to **“The Centre Ivanhoe”** property and/or fittings during an event and will be charged for any repairs, labour or replacement, as deemed necessary by management.
38. **Indemnity** – The Client shall at all times indemnify **“The Centre Ivanhoe”** and **“Spotless”**, its directors and employees in respect of any liability, claim or proceeding arising in respect of personal injury to or the death of any person or arising in respect of any loss, damage or loss of use of property in any way relating to the function or relating to persons attending the function except to the extent of contribution of any negligent act or omission of **“Spotless”** or **“The Centre Ivanhoe”**.
39. **Unforeseen Circumstances** – If the **“The Centre Ivanhoe”** is unable to comply with any of the provisions of this Agreement by virtue of any cessation or interruption of electricity or gas supplies, industrial disputes, plant or equipment failure, unavailability of foodstuffs, or other unforeseen contingency or accident, **“The Centre Ivanhoe”** reserves the right to cancel the booking and refund the deposit at any time without the **“The Centre Ivanhoe”** having any further liability to the Client.

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J. GENERAL INFORMATION

40. **Deliveries & Storage** – All of the Client's deliveries to "**The Centre Ivanhoe**" must be arranged in advance and marked with the name, date and function room of the event. 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 availability at that time. "**The Centre Ivanhoe**" does not have storage facilities other than function spaces booked by the Client. "**The Centre Ivanhoe**" will not accept any responsibility for damage or loss of merchandise left on the premises prior to, during, or after the event. Goods left with "**The Centre Ivanhoe**" without prior arrangement will be deemed abandoned. Please note that if excess rubbish is left behind in the venue by the Client a surcharge will be imposed.
41. **Car Parking** – Complimentary off street parking is provided at "**The Centre Ivanhoe**". Please take note of the parking restrictions. We regret that we are unable to supply reserved car parking spaces. Please note "**The Centre Ivanhoe**" will not accept any responsibility for damage and/or loss of the Client's property and/or belongings in the car park.
42. **VIP Access** – Vehicle access from Upper Heidelberg Road direct to the front doors of "**The Centre Ivanhoe**", is available for drop off and pick up only. Provided that the Client has made prior arrangements with the Event Sales Coordinator.
43. **Advertising** – Prior permission is required to use the venue name and/or logo in print and/or audiovisual display. All proposed artwork must be authorised and approved by "**The Centre Ivanhoe**" prior to publication.
44. **Displays and Signage** – Freestanding signage in public areas is to be kept to a minimum and must be approved by "**The Centre Ivanhoe**". Approval must be sought at least **seven (7) days** prior to the function. No signage or display material is to be nailed screwed, stapled or adhered to any surface of the venue.
45. **Cleaning** – General and normal cleaning is included in the cost of the function. The Client may incur additional charges in the instance where an event has created cleaning requirements that are considered, in the opinion of "**The Centre Ivanhoe**", to be over and above normal cleaning.
46. **Exhibition** – Exhibition companies and exhibitors are responsible for transport, set up and dismantling of their own equipment in accordance with industry standards for health and safety codes.
47. **Cloakroom Attendant** – "**The Centre Ivanhoe**" is able to supply a cloakroom attendant for the function. Please arrange in **twenty one (21) days** in advance with our Event Sales Coordinator, fee on application. All care is taken however "**The Centre Ivanhoe**" will not accept any responsibility for any damage or loss of property left on the premises prior, during or after the function.
48. **Kiosks** – If the Client would like "**The Centre Ivanhoe**" kiosk(s) to be open during the function, arrangements must be made in advance with the Event Sales Co-ordinator.

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49. Exclusion of Liability – Notwithstanding any other provision of this agreement and to the extent permitted by statute, neither “Spotless”, nor “The Centre Ivanhoe” will in any circumstances be liable for any:

- a) Indirect, consequential, incidental, special or exemplary damages, expenses, loss of liabilities; or
- b) Loss of profits, business interruption loss of revenue, economic loss, loss of goodwill, loss of opportunity or expectation of loss or loss of production,

which may be suffered or incurred by any person, including in respect of the function or connection with this agreement.

50. Liability Cap – The aggregated liability of “*The Centre Ivanhoe*” to the Client in respect of events, acts or omissions will be limited;

- to the extent permitted by statute;
- to the function charge payable by the Client under this agreement;
- to the extent that the liability is incurred under;
- in relation to, or in connection with this agreement (including “*The Centre Ivanhoe’s*” performance or non-performance).