

The Edinburgh Hotel
7 High Street, Mitcham
www.edinburgh.com.au
08 8373 2700

Venue Hire Agreement

Room being hired _____
Date of Hire _____ from _____ am / pm to _____ am / pm

Hirer 1

1. Contact Name: _____
Company Name: _____
Street Address: _____
Suburb: _____
Home Phone: _____
Mobile: _____
Work Phone: _____
E-Mail: _____
Fax: _____

Hirer 2

2. Contact Name: _____
Company Name: _____
Street Address: _____
Suburb: _____
Home Phone: _____
Mobile: _____
Work Phone: _____
E-Mail: _____
Fax: _____

Payment Method:

Cash Cheque Credit Card Direct Deposit Other

Price Quoted for Venue Hire \$ _____

Deposit Paid (Minimum \$150) \$ _____

Balance \$ _____ **Due Date for Balance to be paid** _____

I hereby certify that I have read, or sought legal advice, and fully understand the GENERAL TERMS AND CONDITIONS OF HIRE, (attached) of Margal Inn Pty Ltd Trading as The Edinburgh Hotel and Cellars, and agree to be bound by these conditions.

Hirer 1

Signed: _____
Full Name: _____
Date: _____

Hirer 2

Signed: _____
Full Name: _____
Date: _____

1. Interpretations

- a) "Owner" shall mean Margal Inn Pty Ltd ABN # 49 007 750 870 Trading as The Edinburgh Hotel and Cellars, and its related corporations and their respective officers, employees, agents and contractors.
- b) "Hirer" shall mean the Hirer named on any quote, invoice, purchase order, or any other documentation produced in relation to this agreement, or any person acting on behalf of and with the authority of the Hirer.
- c) "Price" shall mean the cost of the Goods and or Services as agreed between the Owner and the Hirer subject to clause 5 of this contract.
- d) "Venue" shall mean the room, or rooms named on the Hire Agreement.
- e) "Goods" shall mean all Goods supplied by the Owner to the Hirer and includes Goods outlined on the Hire agreement, Quote, or any other documentation produced in relation to this agreement including any recommendations and advice.
- f) "Hire Period" shall mean the duration of the hire period as outlined in the Hire Agreement.

2. Jurisdiction

- a) Notwithstanding any legal interpretation to the contrary, the Terms and Conditions contained herein constitute a contract, and shall be deemed to be enforceable in, and not in conflict with, the laws of South Australia.
- b) All parties to this agreement agree to be bound by the laws of the Courts of South Australia.

3. Offer and Acceptance

- a) Any requests from the Hirer to the Owner for the Hire of any venue, and or equipment either verbal, or in writing, and or the Hirer's signature on the Hire Agreement, Quote, or any other document supplied by the Owner to the Hirer shall constitute acceptance of the terms and conditions contained herein.
- b) Where more than one Hirer has entered into this agreement, the Hirer's shall be jointly and severally liable for all payments of the Price.
- c) Once accepted, these terms are binding, and may only be altered or revoked, with the written consent of the Owner.

4. Goods and Services

- a) The Goods and Services are as described on the Hire Agreement, Quotation, or any other document provided to the Hirer, from the Owner.

5. Price

- a) The Hirer agrees to pay the Owner, the price of the Hire, within the agreed time for payment.
- b) The Price will be determined by the quote given to the Hirer from the Owner, at the time of the Hire.
- c) All prices are subject to change without notice due to availability of Venues.
- d) The Owners quoted price will be binding for the Owner for a period of thirty (30) days after the date of the quotation.
- e) Any applicable GST will be added to the price, and shown on the invoice

6. Payment Terms

- a) At the Owner's sole discretion, a non refundable deposit may be required before the commencement of the Hire Period to confirm and secure the booking.
- b) Full Payment for the Hire is required Twenty Four (24) hours in advance of the commencement of the Hire period.
- c) Payment of any additional charges for the consumption of drinks is required at the conclusion of the Hire period.
- d) Payment will be made by cash, cheque, direct deposit, or by any other method as agreed to between the Hirer and the Owner.

7. Delivery of Requested Goods

- a) Should the Owner fail to deliver all or part of the requested Goods, the Owner shall not be liable for any loss or damage incurred by the Hirer, or any of the Hirer's guests, customers, related companies, or contractors.
- b) Should the Owner need to arrange carriage for any requested Goods, any additional costs incurred by the Owner shall be added to the price, and will be due on the agreed date for payment.

8. Minimum Numbers

- a) Guaranteed number of attendees requires confirmation no less than Three (3) clear business days prior to the commencement of the Hire Period.
- b) At the Owner's sole discretion, a minimum number of attendees may be required in order to hire the venue, which may vary due to seasonal demand.

9. Notification of Defects

- a) The Hirer shall inspect the Venue prior to commencement of the Hire, and notify the Owner within Forty Eight (48) hours of any alleged defect, or failure to fulfil the Quote. The Owner will be given sufficient time to rectify any alleged defects in the Venue. Should the Hirer fail to give such notification, the Venue will be deemed to be in compliance with the quote, and free from any defects whatsoever.
- b) Where the Owner has agreed in writing that the Venue is unsatisfactory as per clause 8 (a), and the Owner is unable to rectify the problem, the Owner's liability is limited to (at the Owner's discretion) providing an alternative room, or refunding the price paid.
- c) At the Owner's sole discretion, should the Owner choose to issue a refund for the Hire, a handling fee of 10% of the value of the Goods will be retained by the Owner.

10. Cleaning

- a) General cleaning such as vacuuming, and rubbish removal is included in the cost of the hire, however additional charges will be incurred by the Hirer in the event that the Owner considers it necessary to engage the services of a professional cleaning company to clean the room which has been hired.

11. Decorations and Displays

- a) No decorations or displays provided by the Hirer are to be screwed, nailed, or affixed in a permanent manner to any wall, surface, or any other part of the venue.

12. Damage to the Venue

- a) The Hirer(s) will be held responsible for any cost incurred by the Owner to repair any damage caused to the Venue as a result of the Hire Agreement.

13. Vacating the Premises.

- a) The Owner is obliged to comply with relevant liquor licensing and local council laws regarding closing times and the Hirer will be responsible for ensuring that the venue is vacated promptly at the end of the Hire Period.

14. Special Catering Requirements.

- a) The Owner will take all reasonable steps to ensure that specific dietary requirement requests are met, however the Owner makes no Guarantees that all requests will be able to be met, and in some circumstances, particular requests may affect the Quoted price for Catering.
- b) For catering purposes, the Hirer must notify the owner of any specific catering requirements for guests who have food allergies or other dietary requirements at the time of confirming the booking.

15. Default

- a) Should the Hirer fail to pay any invoice when due, the Hirer will be responsible for any additional costs associated with recovery of the outstanding amounts, including but not limited to the cost of a solicitor, and any cost incurred by the Owners nominated collection agency.
- b) Interest on overdue invoices will be charged from the date when payment becomes due and will be charged at a rate equal to the rate charged by the Owner's financial institution for the provision of credit, and shall accrue at such a rate until payment in full is received from the Hirer.
- c) The Owner will not be liable to the Hirer for any direct, indirect, consequential, or special loss or damage the Hirer suffers because the Owner exercised its rights under this clause.

16. BYO Provisions.

- a) Under no circumstances will the Hirer be permitted to bring their own food or beverages to the venue unless prior arrangements have been made with the Owner.
- b) If any of the Goods or Services are damaged or destroyed prior to title in them passing to the Hirer, the Owner is entitled, without prejudice to any of its other rights and remedies under this agreement, to any insurance proceeds payable for the Goods or services.

17. Cancellation

- a) At the Owners sole discretion, the Hirer may cancel the Hire agreement provided that notification is given in writing to the Owner not less than two (2) months prior to the scheduled Hire Period.
- b) In the case of a wedding reception, notification of cancellation must be received in writing by the Owner not less than nine months prior to the scheduled Hire Period.
- c) The failure of the Hirer to give the relevant notifications set out in 16 (a) & (b), will result in a cancellation fee equal to thirty (30) percent of the value of the Hire Agreement being charged.
- d) If a security deposit has been paid prior to cancellation, the Owner reserves the right to retain the deposit, and any other monies received prior to cancellation.
- e) The Owner may cancel the Hire Agreement after the commencement of the Hire Period if
 - i. Any guests behave in a manner which endangers their own wellbeing, or that of other guests, or members of the public.
 - ii. Any guest becomes abusive or violent.
 - iii. Underage guests are not being responsibly supervised.
 - iv. Any guest is found to be in possession of an illegal substance.
 - v. The venue exceeds current noise restrictions imposed upon the Venue by local regulations.

18. Limitation of Liability.

- a) The liability of the Owner to the Hirer for any reason related to the performance of the Venue in relation to this agreement shall be limited to the amount paid by the Hirer to the Owner pursuant to this agreement.
- b) Should the Owner cancel the Hire Agreement for any reasons outlined in 17 (e), the function will cease immediately, and no liability will be accepted by the Owner.
- c) The Owner accepts absolutely no responsibility for any personal effects, equipment, or any other items supplied by the Hirer in relation to this agreement.

19. Privacy Act 1988

- a) The Hirer agrees that the Owner may obtain a credit report from a Credit Reporting Agency containing individual credit information about the Hirer in relation to credit provided by the Owner.
- b) The Hirer hereby gives consent to the Owner being given a credit report to collect overdue payment on commercial credit (Section 18K (1) (h) Privacy Act 1988).
- c) The Hirer agrees that Individual Data provided may be used and retained by the Owner for the following purposes and for other purposes as shall be agreed between the Hirer and Owner or required by law from time to time:
 - Provision of Goods and or Services
 - Marketing of Goods and or Services by the Owner, its agents, distributors, or contractors.
 - Assessing the credit worthiness of the Hirer in relation to extending further credit.
 - Processing of any payment instructions, direct debit facilities and/or credit facilities requested by Hirer.
 - Collection of amounts outstanding in the Hirer's account in relation to the Goods and or Services.
- d) The Owner may give, information about the Hirer to a credit reporting agency for the following purposes:
 - To obtain a credit report about the Hirer; and or
 - Allow the credit reporting agency to create or maintain a credit information file containing information about the Hirer including defaults.

20. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts

- a) The warranties, conditions, rights and remedies of the Client as outlined in the Commonwealth Trade Practices Act 1974 and the relevant Fair Trading Acts of each State and Territory are not intended to be compromised as a result of anything contained in these terms and conditions, except to the degree permitted by those acts.

21. General

- a) The Owner accepts no responsibility for any direct, indirect, consequential, or special loss or damage incurred by the Hirer, as a result of a breach by the Owner of these terms and conditions.
- b) No parties to this agreement shall be liable for any breach of any provisions of this contract arising from an act of God, natural disaster, terrorism, war, or any other occurrence beyond the control of any party.
- c) If any Terms or Conditions contained in this document are found to be unenforceable for reasons of invalidity or illegality, the remaining provisions shall not be affected in any way whatsoever.