



GENERAL TERMS OF SERVICE

These General Terms of Service document the terms and conditions under which we provide our Services to you, our Client. These General Terms of Service are to be read in conjunction with any attached Supporting Documentation, which together form the “**Agreement**” which governs the commercial relationship between the Parties.

DEFINITIONS

Client/You/Your	You, as noted in the Supporting Documentation.
We/Our/Us	A. Ford & T.B Strangwick Family Partnership of ABN 92 906 919 406; trading as “ <i>Ivory Pavilion</i> ” and “ <i>Angry Chicken Creative Media</i> ”.
Parties	The relevant stakeholders, being you and us.
Services	Any professional services or offerings made or facilitated by us, for example, venue hire, event planning, or catering, to the extent prescribed by any Supporting Documentation.
Supporting Documentation	Any attached Schedules, Proposals, or other project documentation attached with this Agreement that outline and prescribe the desired Services to be provided by us to you, including costs and other specifications.

Any use of the above terminology or other words in the singular, plural, capitalisation or he/she are taken as interchangeable and therefore as referring to the same.

ACCEPTANCE

Acceptance may be made by:

- signing and returning a copy of this Agreement; or
- giving us instructions after receiving this Agreement; or
- contacting us in writing and advising of your acceptance in writing.

If you do not agree to the terms of this Agreement, or if there are any errors in its Supporting Documentation, you must not accept this Agreement, and must advise us immediately of your intention not to proceed with your booking.

This Agreement, including the attached Supporting Documentation entirely replaces and supersedes any prior discussion, agreement, or understanding regarding the Services to be provided, or the terms and conditions under which they are to be provided.

MODIFICATION OF AGREEMENT

This Agreement and its terms may not be modified without the written consent of all Parties.

SERVICES

You hereby agree to engage us for the purposes of us providing our Services to you, as prescribed by this Agreement. You acknowledge that our obligation to provide these Services is entirely limited to those prescribed by this Agreement, and do not include any additional services that are not explicitly specified. We may be able to provide additional services at your request subject to availability and at our discretion. We reserve the right to charge additional costs or to seek amendment of our Agreement with you (with your consent) to reflect any change in the Services to be provided.

We generally will not accept bookings for Christmas Day, Boxing Day, New Year's Eve, New Year's Day, Good Friday, Easter Saturday/Sunday/Monday, or ANZAC Day. However, we reserve the right to accept such a booking at our discretion. Any Services provided on any such day or any other gazetted Public Holiday will attract a surcharge of 15% - this will be included in the quoted costs.

SERVICE COSTS

As consideration for the provided Services, you agree to pay us any costs or charges as prescribed by this Agreement. All amounts referred to by us are in Australian Dollars, and are exclusive of GST unless otherwise stated.

All payments must be made in compliance with any payment schedule or due dates outlined in this Agreement. Unless otherwise prescribed in such a payment schedule, any outstanding balances for costs or charges must be fully paid no less than 60 days prior to the first date of the event.

Should payment become overdue, you agree that interest shall apply to all amounts in arrears at the applicable Civil Pre-Judgment Interest Rate as prescribed by the *Penalty Interest Rates Act 1983 (Vic)*.

TERMINATION, CANCELLATION, AND REFUNDS

In order to confirm and finalise a booking for our Services, you are required to pay a non-refundable deposit. This deposit, unless otherwise prescribed in the Supporting Documentation, shall be 50% of the total quoted cost, inclusive of GST and any surcharges. For the avoidance of doubt, this deposit is entirely non-refundable in all circumstances unless required by Australian Consumer Law, or otherwise if we are unable to provide the Services or at our sole discretion.

If you wish to terminate this Agreement to cancel the Services, you may do so by notifying us in writing. However, depending on the amount of notice given, cancellation charges will apply as per the following schedule unless we elect to reduce the charges at our sole discretion:

NOTICE GIVEN	CANCELLATION CHARGES
Greater than 60 Days	Non-Refundable Deposit + Any Incurred Costs
Between 30 and 59 Days	Non-Refundable Deposit, Any Incurred Costs, and 50% Outstanding Balance
Less than 30 Days	Total Quoted Cost of Services

We reserve the right to vary or terminate this Agreement at any point and for any reason. Such reasons could include, but are not limited to unexpected unavailability of the Services or any natural disasters or force majeure, or a breach of this Agreement by you.

If we terminate this Agreement in circumstances where you are not at fault, we will refund any funds paid, including your deposit. However, you acknowledge and agree not to hold us responsible for any additional compensation or loss, including for any incidental loss or damage caused by the termination of the Services. If we terminate this Agreement in circumstances where you are at fault, such as but not limited to you breaching our Zero Tolerance Policy, non-payment on your part, or you otherwise breaching this Agreement, the above cancellation charges will apply as if you terminated the Agreement.

PAYMENT

We accept payment for our Services by way of Electronic Fund Transfers to the following details:

Account Name: [NAME]

BSB: [###]

Account Number: [###]

LIQUOR LICENCING

Our venue is fully licenced and compliant with liquor licencing laws. As a result of this, no BYO alcohol is permitted to be brought on to the premises, and all Clients must accept and comply with Responsible Service of Alcohol and other such requirements.

YOUR OBLIGATIONS

By accepting this Agreement, you acknowledge and accept that you remain ultimately responsible for:

- taking all actions reasonable and necessary to enforce the terms of this Agreement;
- not using our Services for any purpose other than that allowed for in this Agreement;
- providing an accurate guest list (including any special dietary or allergen requirements), and keeping us updated as the event approaches;
- ensuring that all minors are supervised by a competent adult at all times;
- ensuring the good conduct and behaviour of your guests;
- fulfilling any health and safety obligations incumbent upon the organiser of an event;
- maintaining sufficient liability insurance;
 - any property damage, including but not limited to any damage to the venue, our equipment, or the equipment of third party suppliers;
- ensuring the of all guests and visitors to your event;
- immediately bringing any such damages, breakages, or injuries to our attention.

By entering into this Agreement, you acknowledge and accept to abide by any other relevant laws or policies that are applicable to the Services, such as but not limited to:

- work health and safety obligations;
- venue rules and restrictions;
- RSA requirements;
- local ordinances;
- policies and procedures of other third party suppliers.

You also acknowledge that we or the other parties reserve the right to amend such policies without notice, and that you will remain bound by them.

ZERO TOLERANCE POLICY

It is our goal to provide you with an unforgettable experience for your event. We understand and encourage guests to enjoy themselves with festivity and celebration. However, all guests must still behave in a respectful and courteous manner. We have a zero tolerance policy for any of the following conduct:

- excessive intoxication;
- aggressive conduct of any type, particularly toward our staff;
- any illegal conduct;
- damage or disrespect toward the venue or neighbouring properties.

We reserve the right to shut down and terminate any event that breaches this policy, without any entitlement for a refund. In the event of violence or illegal conduct, we are obliged to contact and notify the appropriate authorities.

BAR TABS

We offer a variety of bar and beverage package options, such as drinks on supply or a bar tab. If a bar tab is provided for in our Agreement with you, all associated amounts must be paid in advance. At the event, we will notify you when the bar tab has been exhausted. We can, upon request, increase or “restock” the bar tab at the event, but any such increases must be paid for at the time. Upon the exhaustion of any bar tab, a selection of beverages will remain available for purchase at bar prices.

PROVISION OF SECURITY

For any event with up to 100 guests, we will provide one licenced security guard. Please note however that this may not be sufficient depending on the type of event and the final number of guests. For an event of more than 100 guests a second security guard will be required, which will be at your cost.

You therefore accept that you remain responsible for ensuring that sufficient security is contracted to suit the requirements for your event, which may include additional security presence regardless of event size. We can provide assistance in supplying security services as a part of this Agreement upon request.

THIRD PARTY CONTRACTORS

By entering into this Agreement, you acknowledge that we do not guarantee the quality or outcomes associated with, nor are we responsible for, any products or services provided by third party suppliers, regardless of whether they have been recommended or engaged by us or not. Any issues or disputes associated with third party suppliers must be taken up with them directly.

TERMINATION

Either Party may terminate this agreement at any time and for any reason by giving written notice to the other Party.

If you terminate this Agreement prior to the Term of this Agreement, we are entitled to:

- retain any previously made payments and deposits
- all outstanding payment up to the point of termination; and
- any payment that that remains payable in line with our Refund Policy;
- any costs incurred by us as a result of termination.

If we terminate this Agreement prior to the Term of this Agreement, you are entitled to a refund

TERM OF AGREEMENT

Unless otherwise validly terminated, this Agreement shall continue in full force and effect until all Services have been provided, except for terms which are otherwise stated to survive termination.

PRIVACY AND DIRECT MARKETING

By accepting this Agreement, you authorise us to collect, store, process, and otherwise handle your information, and to disclose that information to others, in accordance with the terms of our Privacy Policy.

You also consent to our use of your information to maintain a professional relationship with you, and to provide updates and other information that we think may be of interest to you by telephone, email, direct mail, or other channels. You may ask us not to send direct marketing materials by advising us in writing.

Please refer to our Privacy Policy for further information.

INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, you agree to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any act or omission by us that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

PERFORMANCE

Both Parties agree to do everything necessary to ensure that the terms of this Agreement are complied with.

SEVERABILITY

Unenforceability or invalidity of one or more parts of this Agreement shall not have an effect on any other part of the Agreement. If it is possible, any unenforceable or invalid clause of this Agreement shall be modified to reflect the original intention of the parties as demonstratable through prior communication including this Agreement.

JURISDICTION

This Agreement is governed by the laws of the State of Victoria in the Commonwealth of Australia, and all parties irrevocably and unconditionally submit to its exclusive jurisdiction.