

# Bendigo Regional Tennis Centre

## Function Room Terms and Conditions

**Thank you for considering our venue to host your function. Please read through the following conditions and sign to agree. Please note that for this document, the Bendigo Regional Tennis Centre will be referred to as BRTC**



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Nolan Street Bendigo, 3550  
PO Box 521 Bendigo, 3552  
(03) 5442 5744  
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### Booking Confirmation

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- A tentative booking shall be held for 7 days.
- The BRTC hold the right to cancel any unconfirmed event without further notice.
- The BRTC has the right to change the terms and conditions at any time.
- The BRTC has the right to refuse any event considered to be a risk to the facilities.
- At the discretion of the General Manager, bookings including alcoholic beverages available for purchase require a bond of \$500

### A booking is classified as “Confirmed” once the following has been completed

- We have received back this signed and dated agreement.
- Bond has been received where applicable.

### Payment

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- The BRTC requires payment in full within 14 days of receipt of our invoice.
- The invoice will contain banking details.

### Cancellation Fees

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All cancellations, changes or additions must be received in writing / email.

Due to catering purposes and limited time to complete a new booking for the room, the below fees apply;

- Cancellation within 14 days of the event will be invoiced 25% of the total amount.
- Cancellation with 7 days of the event will be invoiced 50% of the total amount.
- Cancellation within 72 hours of the event will be invoiced 75% of the total amount.
- Cancellation within 24 hours of the even will be invoiced 100% of the total amount.

### Price Variation

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- All quotes are subject to change and are not locked in until the booking has been confirmed.

### Final Numbers

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- The final number of guests must be confirmed in writing / email 7 days prior to event to allow for ordering / catering purposes.
- No refund will be given for non-attendees.

### Catering

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- Dietary requirements are required with final numbers in writing / email 7 days prior to the event.
- Menus are subject to change without notice.
- In the event that something is no longer available, the BRTC will give the client notice and will find a suitable alternative of the same quality and price.
- The BRTC can source additional beverage selections upon request. Clients will be invoiced for the full amount of stock requested and are able to take any remaining stock with them.

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## **External Catering**

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- As catering is offered by the BRTC, it is preferred that external catering is not to be bought in.
- In the event that the BRTC cannot accommodate your catering requests and external catering is needed, clients are subject to an additional 10% surcharge on room hire.
- All external catering must be stored by the client and the BRTC takes no responsibility in the event of any health conditions that arise.
- All alcoholic beverages must be purchased on site and through the BRTC. This is in accordance with Responsible Service of Alcohol laws and regulations.

## **Unavailability of Rooms**

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- The BRTC reserves the right to substitute your event to a similar or comparable space.
- The BRTC reserves the right to book other events up to one hour before and after the event.
- Clients acknowledge there may be other events running at the BRTC at the same time as their events and accept responsibility not to interfere with or cause nuisance to others within the premises.

## **Advertising**

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- All marketing or promotional material that uses the name "Bendigo Regional Tennis Centre" must receive written permission from the General Manager.
- Any cancellations that arise due to a breach of this condition will result in the client being accountable for 100% of the total amount.

## **Damages**

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- All customers will be responsible for the cost of excessive cleaning, damage or breakage sustained to the property of the BRTC during a function arising from lack of care, misuse or abuse on the part of the customers, invitees, servants, agents, contractors or sub-contractor of the customer.
- This is applicable across the entire BRTC Premises.
- If any bond that has been paid is not sufficient to cover damages, the client will be invoiced for the remainder of incurred costs.

## **Security**

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- The BRTC has the right to insist on Security (as per the conditions of the Bendigo Regional Tennis Centre liquor license) at the expense of the client.
- The Security company will be the preferred registered security company engaged by the BRTC and must be paid for with deposit.
- Please note that whilst on the premises of the BRTC, You and any of your party may be subject to video surveillance for the security of our patrons and staff.
- Access to this information is limited to BRTC Management and any law enforcement Officer.
- The client will be responsible to ensure the orderly behaviour of their guests and the BRTC reserves the right to enforce the Liquor Licensing Legislation.

## **Entertainment**

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- Any entertainment intended to be booked by the client must be approved in writing / email by the BRTC General Manager.
- The BRTC reserves the right to cancel or prohibit any booked entertainment that does not comply with the Centres noise regulations.
- All entertainers must comply with bump in / bump out times agreed by the client and BRTC.
- Any costs incurred by the non-compliance of entertainers / contractors will be the responsibility of the client.

## **Customer Goods**

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- The BRTC will not accept responsibility for loss or damage to any goods, equipment or merchandise left on the premises prior to, during or after the function.
- All gifts are the responsibility of the client and no responsibility will be taken for the damage or loss of gifts should it arise.
- The BRTC will only accept delivery of goods up to 7 days prior to an event unless otherwise agreed and a fee may apply.
- All goods must be collected at the conclusion of the event, unless otherwise agreed.

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## Signage

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- All signage in public or common areas of the BRTC must have prior approval of the BRTC General Manager.

## Parking

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- The BRTC has free parking for up to 60 cars.
- We encourage car-pooling wherever possible and the use of designated drivers for the safety of your guests.

## Children

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- Parents and Guardians are to supervise children at all times.
- Parents and Guardians who leave children unsupervised will be asked to vacate the premises.
- Children and pets are not to be left in vehicles.

## Responsible Service of Alcohol

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- Management of the BRTC reserves the right to exclude or remove any person from a function or any other areas of the venue in accordance with the Liquor Control Act of Victoria.
- Legislation allows the right to refuse service, prohibits underage drinking in any public place or the service of alcohol to intoxicated persons.
- Bar service will cease 30 minutes prior to the close of your function.

## Safety Regulations

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- All functions are subject to compliance with current Health & Safety Regulations and to the requirements of any other Government, semi-government or Local Government Authority
- Smoke / Fog machines are permitted however if the use of such items causes the call out of the CFA (false alarm) then the client is liable for any fees incurred

## Smoking

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- In accordance with the Tobacco Amendment Act 2016 and the Tobacco Act 1987 smoking of any kind including e-cigarettes and shisha tobacco is not permitted in our indoor or outdoor dining areas.
- There will be no smoking permitted in any outdoor function space where food is being served.

## Electrical Equipment

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- Clients bringing in electrical equipment for use on BRTC premises are responsible for ensuring that equipment is maintained in a safe condition, including the completion of inspections and tests as required.
- The BRTC reserves the right to review client equipment maintenance records, including inspection and test records, prior to allowing a client to bring electrical equipment for us on the BRTC premises.

# AGREEMENT

I agree to the above Function Room Terms and Conditions

Function Date:

Organisation:

Name:

Signature:

Date:

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