

Our terms and conditions have been set out to ensure all guests enjoy a safe and relaxing time whilst visiting Riverspa Apartments. Please read the information carefully as it contains important information outlined as General, or Specific Terms and Conditions for Corporate Retreats or Events at Riverspa Apartments.

DEFINITIONS

For the purpose of the Venue Hire Agreement's terms and conditions, the following definitions apply:

'Venue' means any and all components of Riverspa Apartments complex.

'Hirer' means the person, people or company hiring the apartments and grounds of Riverspa Apartments venue.

'Event/Retreat' means any event hosted at Riverspa Apartments that incorporates accommodation and activity held on the grounds of Riverspa Apartments venue.

General Terms & Conditions

1, BOOKINGS AND PAYMENT TERMS

Tentative bookings shall be held for 5 days only.

In order to confirm a booking for the Venue and Accommodation Services, the Hirer agrees to the following payment terms:

Fees	Scheduled Date	Amount Due
1 st payment	Within 5 business days from the date of Hirer's tentative booking. In addition to payment of this initial non-refundable deposit, confirmation of the Venue Services will be subject to Hirer returning a signed copy of the Booking Form and Terms and Conditions.	\$1000 Deposit/Bond
2 nd payment	No later than six (6) months prior to the event	50% of Venue Hire fee and 50% accommodation costs confirmed by 2 nd payment due date
3 rd payment	No later than two (2) months prior to the event	Balance of Venue Hire fee and accommodation costs confirmed by 3 rd payment due date

Preparation services/venue availability will not be provided without all payment being received

2. PAYMENT PLAN

The Hirer may request in writing a payment plan for monthly transfers to the Venue be arranged with the Managers. All fees of venue hire and accommodation are to be paid in full, no later than two (2) months prior to the Hirer arrival date.

3. BANK ACCOUNT DETAILS

All payments relating to the Hirer Event can be transferred to the Venue's Bank account. The Hirer is to Reference all payments with their Surname/Business name and date of Event.

Account Name:	Riverspa Apartments	Reference Example: Hirer name – 01/01/2021
Account Number:	276077105	
BSB:	083629	
Bank:	National Australia Bank	

4. PAYMENT GUARANTEE

The Hirer's credit card details are required as a guarantee of payment for all Venue and/or Accommodation fees or any incidental/outstanding charges at the conclusion of the event/retreat. Should any fees not be paid within 5 business days of the event's conclusion, the Venue reserves the right to charge the credit card provided by the Hirer.

CREDIT CARD DETAILS

If deposits/bonds/payments are being made by bank transfer, credit card details are required as a guarantee of payment.

Please note a surcharge of 1% will be applied to all credit card transactions.

Please complete your Credit Card details and return to the Events Department on email: events@riverspa.com.au.

I, (name) _____, of (address) _____

_____, hereby authorise for Riverspa Apartments to

charge agreed costs for our event taking place on / / 20 ,

Payments as agreed to commence on / / 20 , to the Credit Card below.

Initial Deposit

All Charges

Guarantee Only

Type of Card:

Visa

Mastercard

Card Number: _ _ _ _ / _ _ _ _ / _ _ _ _ / _ _ _ _

Expiry Date: _ _ _ / _ _ _

Amount \$

1% credit card surcharge \$

Total \$

Name of Cardholder: _____

Signature: _____ Date: _____

5. SECURITY AND SAFETY

- Your event/retreat must be conducted in an orderly and lawful manner.
- The Hirer acknowledges on its own behalf and on behalf of its servants, agents, subcontractors and invitees that the Venue is not responsible for any loss or damage to any equipment, merchandise or other personal property left at the Venue before, during or after the event.
- If the Hirer desires to make its own security arrangements for the proposed function, then such arrangements should be discussed and coordinated in advance with the Venue Event team.
- Any security personnel retained by the Hirer must be at its own expense and from a licensed security company that meets the minimum standards established by the Venue including insurance and indemnification requirements, and at all times remains subject to the Venue's advance approval.
- If the Venue, in its reasonable judgment, is of the view that the function or Hirer's guests or invitees may jeopardize the smooth operation of the Venue's business, its security or reputation, the Venue reserves the right to remove any disruptive individuals or cancel the function if necessary.
- Riverspa Apartments practices principles of responsible service of alcohol. Intoxicated persons will not be served alcohol and may be removed from the premises.

6. NEW SOUTH WALES: LIQUOR ACT 2007

It is against the law to sell or supply alcohol to, or to obtain alcohol on behalf of, a person under the age of 18 years.

7. CIRCUMSTANCES BEYOND CONTROL OF THE VENUE - FORCE MAJEURE (ACT OF GOD)

Venue Cancellation

If any act of God such as earthquakes, fire, floods, airline disputes, a pandemic (such as Covid-19), acts of terrorism or civil disturbance prevents the Venue from carrying out its obligations under the Terms and Conditions and Booking Form, then the Venue may terminate the booking upon written notice without liability for any non-performance of its obligations therein, and the Venue shall refund all Charges, including the initial deposit received*.

Hirer Cancellation

Should the Hirer purport to cancel the event booking by written notice on the basis that a force majeure event has occurred, and the Venue in its reasonable judgment accepts the cancellation on that basis, then the Hirer may terminate the Customer Agreement forthwith and all Venue and Accommodation Charges paid to the Venue will be refunded except for the initial deposit*.

8. CANCELLATION POLICY

The Hirer may cancel their booking, venue and/or accommodation, at any time, however please note that cancellation fees will occur should the hirer cancel the booking within 120 days of the event/retreat arrival date.

- a) Cancellations of bookings/events due to weather shall still be subject to this cancellation policy.
- b) Cancellations stating its reasons must be received in writing by the Hirer and will be responded to in writing by Riverspa Apartments, prior to any applicable refund is made available.
- c) No refund of the Deposit/Bond will be made available*.
- d) If any form of third-party services booked by the Venue on behalf of the Hirer are cancelled, the Hirer will be responsible for, and shall timely settle, any applicable charges, fees or penalties.
- e) The following charges are applicable for cancellations of the event/retreat in its entirety for reasons whatsoever, subject to the provision on Force Majeure.

Number of Days Prior to the Scheduled Arrival Date	Cancellation Charges
121+ days or more prior to the event	Venue will refund all paid Venue Hire fees and accommodation costs confirmed prior to cancellation date
120 days or more prior to the event	Venue will charge 30% of Venue Hire fees and 30% of accommodation costs confirmed prior to cancellation date
61 - 119 days prior to the event	Venue will charge 50% of Venue Hire fees and 50% accommodation costs confirmed prior to cancellation date
60 days or less prior to the event	Venue will charge 100% of Venue Hire fees and 100% accommodation costs confirmed prior to cancellation date

9. RESALE OF EVENT DATE

Should the Hirer cancel their event and accommodation booking, the Venue will undertake their best efforts to resell the Hirer's event date for an event and accommodation of similar fees. Any fees recovered via a new Hirer will be waived to the previous Hirer's Cancellation costs payable, (excluding the Deposit/Bond fee)*.

10. POSTPONEMENT - REBOOK

Under the circumstances of Force Majeure, the Venue may encourage the Hirer to postpone their event and may waive any postponement fees.

Should the Hirer postpone their event in its entirety, a postponement fee will be determined based on length of notice given from the event's arrival date and in relation to the cancellation policy above.

The Venue agrees to allow the Hirer to utilise 100% of any fees paid as a one-time credit towards a future program to be held within 12 months of original event date. Outside of 12 months, the Venue agrees to allow the Hirer to utilise 50% of any fees paid as a one-time credit or higher, at the discretion of the Venue Management.

11. RIVERSPA WAIVERS RESPONSIBILITY FOR:

Any items that have not been collected after the event/retreat will be disposed of within seven (7) days.

Theft, damage or loss of any goods brought onto Riverspa Apartments venue.

Any introduction of food and beverage to the event/retreat and the effect of thereafter.

12. LOSS AND DAMAGE TO RIVERSPA APARTMENTS PROPERTY

The Hirer is responsible for all loss and damage to the property of Riverspa Apartments (including any fixtures, furnishings or goods on or off the premises) caused by or arising from any act or omission by you, your guests or any other persons attending your event/retreat.

No items are to be attached, pinned or glued to the wall / surface of any area of the venue(s). Any displays or signage must be approved by the Events Department prior to commencement date. Refer to the Payment Guarantee section in relation to payment of such loss or damage.

13. SMOKING POLICY

The venue Apartments are 100% non-smoking, Butt containers are located on each Apartment Balcony. Please request notification of designated smoking areas on the outside grounds.

14. IMAGERY USE

The Hirer agrees to Riverspa Apartments' use of imagery via photography/videography post the event/retreat and your personal release of same for the sole purpose of marketing Riverspa Apartments and Events in a professional manner. Credits to be acknowledged where possible.

15. DISCLAIMER

The Venue shall in no way be held responsible or accountable for any injury, death or loss of income caused to the hirer, guests, any third parties or properties due to the hire of the venue or provided services by third parties.

16. CORPORATE RETREAT BOOKINGS

Acceptance of your Corporate Retreat booking is required within five (5) business days in writing after acceptance of indicative details of your corporate retreat 'content package' and written confirmation of a willingness to proceed is confirmed by both parties.

Signed Terms and Conditions form, Deposit Payment, Credit Card Details and Booking form are required to confirm your Corporate Retreat.

It is anticipated that negotiation of minor corporate retreat details would require further communication and should not delay confirmation of accommodation and other resources required for the event/retreat dates specified.

17. RIVERSPA APARTMENTS ACCOMMODATION

Payment for all, or part there-of Riverspa Apartments (12 rooms) accommodating a maximum of 24 guests, forms part of the venue hire agreement for corporate retreats.

The hirer is responsible to obtain full payment for accommodation and forward to Riverspa Apartments, based on the agreed payment terms.

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18. CORPORATE RETREAT DEPOSIT/ BOND

A \$1000 deposit/bond is required within five (5) business days of tentative booking. The deposit/bond is to be paid with required documentation before your booking is guaranteed. Riverspa Apartments reserves the right to request a deposit/security bond for the purpose of protecting the property from any damage or loss. You shall protect the venue as reasonable as possible.

Upon inspection post event, if any damage or loss to the property is noted you will be charged at full repair/replacement cost and the cost will be deducted from the deposit/bond amount. If the costs exceed the value of the deposit/security bond, additional payment will be taken from the nominated credit card provided by the hirer.

If no damage or loss to the property is noted upon inspection, the \$1000 deposit/security bond will be refunded to the hirer within seven (7) days.

19. RETREAT/EVENT DETAILS

The Hirer is required to provide Riverspa Apartments in writing, particulars and contact details of all suppliers, beverages, entertainment, technical requirements, set up and pack down, starting and finishing times in connection with the event. These details are required at least thirty (30) days prior to your event.

The Hirer must ensure that nothing is nailed, screwed or adhered in any way to any wall, door or other part of the buildings unless prior permission is granted by Riverspa Apartments.

The hirer must ensure that all entertainment must cease by 12.00am and non-accommodated guests leave the venue no later than 12.30am.

20. EXTERNAL SUPPLIERS & ACCESS

Where goods or services are supplied from an external supplier/partner, additional terms and conditions may apply, such as additional deposits, earlier confirmation of final numbers or cancellation fees. The Hirer is responsible for any conditions/fees that may apply in relation to the supplier's terms and conditions.

The hirer is responsible to obtain from all external hire companies a current certificate of public liability. The hirer must provide these certificates to Riverspa Event Manager 7 days prior to the event.

Event access for hirer and/or hired equipment onto Riverspa Apartments complex is a maximum of 48 hours prior to the event and removal within 48 hours after the event or by written agreement with the Venue.

All external suppliers plan for equipment placement must be approved by the venue a minimum of 14 days prior to the event. Prior to access to the venue, all suppliers must liaise with the venue in all matters of delivery, set up and pack down.

21. ENVIRONMENTALLY KIND

The Venue appreciates the Hirer's assistance in reducing the event's environment footprint by ensuring that your guests use biodegradable confetti/celebration materials, such as fresh gum leaves, lavender, rosemary or other herbs, wattle, fresh or dried flower petals and the like.

The Venue requires that the Hirer remove from resort grounds rubbish items including bottle tops, can pull tabs and cigarette butts. It is appreciated that the Hirer return the Venue in the condition in which was hired.

22. ENTERTAINMENT

All entertainers are required to perform sound checks under supervision of venue staff no later than one hour prior to the event commencement. The Venue reserves the right to terminate any entertainment if this requirement has not been met or if the maximum decibel reading is exceeded. All entertainment must cease by 12.00am.

23. SPECIAL EFFECTS

Smoke machines, pyrotechnics and other special effects cannot be operated without prior authorisation from the Venue. A minimum of fourteen (14) days' notice is required.

24. RETREAT/EVENT PARKING

There is no additional parking at Riverspa Apartments, excluding accommodated guests. A maximum of two (2) cars are permitted per Apartment.
All additional visitors must arrive and depart unless extreme circumstances can be validated for particular visitors. Additional vehicles must remain in the reception area or as arranged with management.

25. TERMS AND CONDITIONS CHANGES

Management reserves the right to change pricing and terms and conditions at any time without prior notice.

Please read the Venue Hire Agreement Terms & Conditions carefully. If you do not understand any of the terms & conditions or have any questions, please discuss them with the Riverspa Apartments event team via email: events@riverspa.com.au. In paying the booking deposit, the Venue Hire Agreement Terms & Conditions are binding upon the hirer.

The Hirer accepts the Venue's Terms & Conditions:

Name: _____

Date: / / 20

Signature: _____