



TERMS & CONDITIONS

1. DEFINITIONS

In this Agreement:

"Agreement" means these Terms & as varied by Keystone from time to time.

"Associated Persons" means

- a) employees, agents, guests, and invitees of the Customer and
- b) any other person in any way engaged by or associated with the Customer, other than employees or agents of Keystone.

"Commencement" means the Scheduled commencement date of the Services.

"Contract Sum" means the total of all amounts payable under this Agreement including any unpaid deposit amount, which total has been:

- a) calculated by multiplying the sum of each of the Services supplied by the relevant Fees; and
- b) adjusted by any additions or deductions made pursuant to this Agreement.

"Customer" means a person, firm, or corporation (jointly and severally if more than one), obtaining the Services.

"Event" means the purpose for which the Venue has been hired by the Customer.

"Event Date" means the date the event is scheduled to occur.

"Event Time" is the time the Event is scheduled to occur on the Event Date.

"Expiry" means the scheduled end date of the Services.

'Fee' means any Scheduled amount, rate, price, charge and/or fee for the provision of the Services, as varied in accordance with this Agreement. Fees are exclusive of GST (unless otherwise stated).

'GST' has the meaning in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

'Interest Rate' means a rate which is 2% greater than the average cash rate published on the relevant date.

"Keystone" means Keystone Est. 1889 Pty Ltd ACN 627 875 692.

"Premises" means the Scheduled service address.

"Services" means Keystone's provision of the Venue, and/or of any catering and/or staff under this Agreement in accordance with any offer made by Keystone to a Customer or as agreed between the parties.

"Venue" means the premises located at 99 Keppel Street Bathurst NSW 2795.

2. INTERPRETATION

In the interpretation of this Agreement, unless the context otherwise requires:

- a) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- b) a reference to a clause, paragraph, schedule, or attachment is to a clause, paragraph, schedule or attachment of this Agreement;
- c) a party consists of more than one person, this Agreement binds them jointly and each of them severally; and

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d) this Agreement binds in addition to the parties, their respective legal personal representatives and successors.

3. OFFER FOR SERVICES

- 3.1. The submission of an enquiry or request by you for an event through our website is an invitation to treat to Keystone for Services and Keystone is not required or bound to provide Services unless and until an offer is made by Keystone to you.
- 3.2. On the provision of a written quote by Keystone for Services, this is an offer by Keystone to you for Services which shall not be accepted unless and until a deposit is paid in accordance with clause 5.
- 3.3. Any offer to the Customer made by Keystone is only valid for acceptance for a period of 7 days from the date of making the offer.
- 3.4. Keystone may, at its absolute and sole discretion, extend the offer period.
- 3.5. Keystone may, at its absolute and sole discretion, withdraw any offer for the provision of Services to the Customer at any time before a deposit is paid.
- 3.6. Unless and until a deposit is paid, Keystone is not bound to provide the Services to the Customer and Keystone may offer to provide Services to any other customer for the same Event Date and if Keystone enters into any other agreement with any other customer for the same Event Date before a deposit is paid by the Customer, Keystone shall be entitled to refuse to provide the Services to the Customer and in so forming any agreement with another customer, the offer made to the Customer under this Agreement shall be deemed to have been withdrawn.

4. PAYMENT

- 4.1. The Customer must pay Keystone the Contract Sum in consideration for the provision of the Services.
- 4.2. Keystone will provide the Customer with a tax invoice for that portion of the Contract Sum

referable to those Services supplied by Keystone in advance of performance of the Service, plus GST (together 'the Invoiced Amount').

- 4.3. The Customer must pay Keystone the Invoiced Amount in full at least 14 days prior to any Event Date or prior to the Services being provided or on provision of an invoice, whichever is the earlier.
- 4.4. Keystone may, acting reasonably, increase the Fees and/or the Contract Sum:
 - a) on 7 days' written notice to the Customer to reflect:
 - i. increased operation or administration costs for Keystone;
 - ii. increased costs to Keystone for a reason beyond our control, such as, but not limited to, increases in disposal fees, cost of fuel or consumables, levies, taxes, or other charges imposed by a relevant authority or the introduction of, or change in, any law, by-law or regulation at any level of government; and/or
 - iii. a change in the Consumer Price Index (but not more than once in a year).
- 4.5. If the Customer does not pay the Invoiced Amount by the due date, then in addition and without prejudice to any rights or remedies available to Keystone:
 - a) the Customer will be liable to pay interest on the Invoiced Amount for the period from the due date to the date of payment calculated at the Interest Rate;
 - b) the clause a) interest together with the Invoiced Amount will be immediately due and payable;
 - c) Keystone may require any future amounts invoiced to or owing by the Customer to be paid by cash in advance of its performance of the Services;
 - d) Keystone reserves the right to suspend any Services under this Agreement; and

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e) the Customer will be liable for all costs reasonably incurred by Keystone in connection with any debt recovery, legal proceedings and/or other action taken by Keystone to enforce payment.

5. DEPOSIT

- 5.1. The deposit amount is due immediately upon acceptance of any quote given by Keystone.
- 5.2. Upon receipt of the deposit the Customer's tentative event booking will be stated as a confirmed event booking, which will ensure ownership of the event space, with the exclusion of any other general enquiry being accepted.

6. CANCELLATION BY CUSTOMER

- 6.1. The Customer may terminate this Agreement and cancel the Services at any time prior to the Event Date and the provision of the Services.
- 6.2. The Customer agrees that if the Customer terminates this Agreement, that the Customer shall be liable to pay Keystone a cancellation fee as follows:
 - a) If the Agreement is terminated by you before the time for full payment of an Invoiced Amount: any deposit payable for the provision of the Services;
 - b) If the Agreement is terminated no more than 7 days before the Event Date and at least 4 days before the provision of the Services: 50% of any Invoiced Amount;
 - c) If the Agreement is terminated no more than 4 days before the Event Date and at least 48 hours before the provision of the Services: 75% of any Invoiced Amount; and
 - d) If the Agreement is terminated less than 48 hours before the Event Date and the provision of the Services: 100% of any Invoiced Amount.
- 6.3. Keystone may apply any deposit or amount paid towards any Invoiced Amount by the Customer towards any cancellation fees that Keystone is

entitled to under this Agreement as a result of any cancellation by the Customer.

- 6.4. You as the Customer agree that the cancellation fee is a reasonable expectation of Keystone's loss as a result of the Customer's cancellation of this Agreement.
- 6.5. Keystone may, in its sole and absolute discretion, determine not to charge any cancellation fee, or only charge any part of a cancellation fee.

7. TERMINATION BY KEYSTONE

- 7.1. Keystone may immediately terminate this Agreement, or terminate or suspend any or all Services if the Customer fails to pay an Invoiced Amount by the due date.
- 7.2. On termination under clause 7.1, Keystone may, in addition and without prejudice to any other rights or remedies available to it recover from the Customer:
 - a) keep and recover any deposit;
 - b) all amounts owing to Keystone and not paid by the Customer up to the date of termination;
 - c) the difference in hire costs for the venue for the Event Date if less than the Invoiced Amount;
 - d) reasonable legal costs incurred by Keystone on an indemnity basis; and
 - e) interest calculated at the Interest Rate on the all amounts owing from the date of termination until the date of payment by the Customer of the total of all amounts recoverable under clause 7.2; and
 - f) possession of the venue.

8. VENUE & USE

- 8.1. The Venue remains property of Keystone at all times.
- 8.2. Keystone shall have the right to enter and use the Venue at any time and the provision of the Venue by Keystone for the Services and for the Event shall not create any lease or interest in the property of Keystone.

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8.3. From the time of provision of the Services to the Customer until return of the Venue and/or completion of Services to Keystone, the Customer must, at its expense:

- a) maintain the Venue in a clean and sanitary condition;
- b) comply with any laws governing hiring of premises in New South Wales; and
- c) notify Keystone if the Venue is damaged, is in a dangerous condition or requires repair.

8.4. The Customer, or any Associated Person of the Customer, must not:

- a) use the Venue for any purpose other than in accordance with this Agreement;
- b) do any act or thing which may cause Keystone to breach any law in New South Wales;
- c) cause Keystone to be in breach of any local liquor accord entered into by Keystone or any local regulatory ordinance in relation to its liquor licence or the use of its Venue; and
- d) in any way damage or deface the Venue or remove, obscure, deface nor cover up any signage or identifying features of the Venue.

8.5. The Customer is responsible for any damage, theft, loss, or destruction at the Venue while at the Venue, excepting normal wear and tear.

8.6. If the Venue requires repair or maintenance as a result of the Customer's breach of clauses 8.3 or 8.4, the Customer must pay Keystone (at its option) the cost of repairing or maintaining the Venue to its original condition and for the losses, costs or damage incurred by Keystone as a result of the Customer's breach.

9. WARRANTY BY THE CUSTOMER

9.1. The Customer hereby warrants at the time of entering into this Agreement and at all times during the continuance of this Agreement that:

- a) the Customer has properly informed itself as to the suitability of the Venue and the Venue Facilities for the presentation of the Event

and has not relied upon any representation or advice of Keystone, its employees or agents;

- b) the Customer has and will continue to provide all relevant information to Keystone pertaining to the Event to enable Keystone to comply with its obligations under this Agreement;
- c) any food & beverage selections including but not limited to any dietary requirements, bar requirements, and final guest numbers must be confirmed in writing with Keystone at least 7 days prior to the Event;
- d) the Event will not cause any damage to the Venue or to the reputation or standing of Keystone;
- e) the Customer shall comply with any health direction, health order or other legislated guideline with respect to the number of persons or people that may be allowed at the Venue;
- f) it has obtained all necessary authorisations, licences, consents, releases, and waivers from third parties to enable the Event to be promoted and conducted; and
- g) it will not do anything which will bring Keystone into disrepute or make adverse comments about Keystone in the media, including social, digital, or otherwise.

10. CUSTOMERS OBLIGATIONS CONCERNING THE EVENT

10.1. The Customer must:

- a) present the Event on the Event Dates and at the Event Times;
- b) observe and comply, and ensure that all Associated Persons observe and comply with:
 - i. any rules and regulations (including any Customer's guidelines issued by Keystone) made or adopted by Keystone for use and operation of the Venue;

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- ii. the provisions of all industrial agreements, awards and determinations governing any person engaged or employed by the Customer in connection with the Event and all work health and safety requirements of Keystone or under any applicable legislation; and
 - iii. the provisions of any statutes, regulations, by-laws or other requirements (including censorship laws) of any government, municipal or statutory authority applying to the Venue;
 - iv. provide an authorised and responsible representative on site who will co-ordinate all communications with Keystone and be contactable for the duration of the Event; and
 - v. comply with any technical support requirements.
- 10.2. The Customer acknowledges that the Venue is a non-smoking venue and smoking is only permitted outside the Venue and shall ensure that any persons attending the Event do not smoke within the Venue at all times.
- 10.3. The Customer:
- a) must conduct and manage the Event in a proper and orderly manner;
 - b) must not engage in and must ensure that Associated Persons do not engage in any riotous, disorderly, drunken, improper or unlawful conduct or any conduct prohibited by this Agreement;
 - c) agrees that Keystone, its employees and agents may refuse admission to or remove any person from the Venue, including any of the Associated Persons at any time, regardless of whether the Event is in progress or the Associated Persons are in any way essential to the Event; and
 - d) The Customer must and must ensure that the Associated Persons use Venue in a safe and proper manner so as not to create any risk of injury or damage to person or property;
 - e) The Customer is responsible for any equipment it brings into the Centre including any equipment supplied by a third party for the Event and Keystone is not responsible for, and shall not be liable to the Customer for any loss of or damage to any such equipment unless such loss or damage is caused by the negligence of Keystone.
 - f) acknowledges that the Customer may not store goods or equipment at the Centre unless agreed with Keystone.
- ### 11. WARRANTIES AND LIABILITY
- 11.1. Except as expressly stated in this Agreement, any term, condition, or warranty express or implied by statute or otherwise in relation to the Services and/or this Agreement is excluded to the full extent permitted by law.
- 11.2. Nothing in this Agreement excludes, restricts, or modifies the application of the *Competition and Consumer Act 2010* (Cth), as amended, consolidated, supplemented or replaced.
- 11.3. To the full extent permitted by law, Keystone's liability arising under or in connection with this Agreement is limited at its option to the re-supply of Services or payment of the cost of re-supplying Services by a third party.
- 11.4. To the full extent permitted by law, Keystone is not liable for:
- a) any indirect or consequential losses, expenses, loss of turnover, profits, business or goodwill or any liability to any other party suffered by the Customer or any third party, however caused; or
 - b) any loss or damage suffered by the Customer where Keystone cancels or suspends the supply of the Services.
- ### 12. INDEMNITY
- 12.1. The Customer indemnifies Keystone (except to the extent loss or damage is caused by our

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negligence or misconduct) against any loss or damage arising under or in connection with:

- a) breach by the Customer of:
 - (i) any warranty or other term of this Agreement;
 - (ii) any duty of care owed to Keystone whilst at the Venue; and/or
 - (iii) any law or regulation;
- b) injury or death to persons, loss or damage to property or the environment caused by or in connection with use, of the Venue by the Customer; and
- c) damage to the Venue while in the possession or control of the Customer or during an Event.

13. FORCE MAJEURE

13.1. If Keystone is prevented or delayed in performing any of its obligations under this Agreement or that performance is rendered uneconomic because of any event beyond its control ("Force Majeure Circumstance"):

- a) Keystone will not be in default under this Agreement or liable for any loss, cost, expense and/or damage suffered by the Customer for that reason; and
- b) the performance of its obligations under this Agreement will be suspended for the period of delay or prevention due to the Force Majeure Circumstance.

14. MISCELLANEOUS

14.1. The Customer must not assign any of its rights or obligations under this Agreement without our prior written consent.

14.2. This Agreement will bind the successors and permitted assigns of the parties.

14.3. Keystone may at any time at its discretion assign its rights and obligations under this Agreement AND subcontract any of the Services.

14.4. This Agreement may not be amended by the parties unless agreed in writing by the parties.

14.5. If any provision of this agreement is found to be void, illegal, invalid, or unenforceable in any jurisdiction for any reason then:

- a) it must be read down to the extent possible to ensure its legality, validity, and enforceability; and
- b) if that is not possible, it must be severed from this agreement,

and that reading down or severance will not affect the continued operation of the remaining provisions of this agreement.

15. GOVERNING LAW

15.1. The law of this Agreement is the law of the state of New South Wales and the Commonwealth of Australia.

15.2. The parties submit themselves to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia for all proceedings arising from this Agreement.