

CHARLTON PARK COMMUNITBANK COMPLEX TERMS & CONDITIONS

1. Important

1.1 Please read these terms and conditions carefully.

2. Definitions

2.1 In these terms and conditions:

- 2.1.1 'Client' means a person or organisation:
 - 2.1.1.1 providing learning and development activities at Charlton Park.
 - 2.1.1.2 purchasing and using services and goods provided at Charlton Park for the purposes of hosting a function or event.
- 2.1.2 'Program' means a learning and development activity delivered by an organisation at the Charlton Park Community Bank Complex.
- 2.1.3 'Event' means activities such as functions, workshops and meetings.
- 2.1.4 'Booking' means reserving a place in a program at Charlton Park.
- 2.1.5 'Delegate' means the person attending and participating in a program.
- 2.1.6 'Registration' means the process for registering a delegate's attendance at a program.

3. Bookings

- 3.1 Enquiries regarding use of Charlton Park for programs and events can be made by emailing charltonpark2020@gmail.com or phoning **0427 701 379**.
- 3.2 Bookings are approved based on alignment with Charlton Park's guiding principles and available capacity. Further information on Charlton Park's guiding principles can be found at www.charltonpark.com.au
- 3.3 Charlton Park will issue a program and event proposal outlining the details of the proposed booking, including a quotation.
- 3.4 A booking will be confirmed once:
 - 3.4.1 the program and event proposal has been signed and returned by email to charltonpark2020@gmail.com and;
 - 3.4.2 a 10% deposit or purchase order commitment for the full amount has been received.
- 3.5 If no deposit has been received from the client at least 21 days prior to the commencement date of the program or event, the program and event booking may be released for re-sale at Charlton Park's discretion.

4. Prices

- 4.1 Prices are current at the time of quotation but are subject to change.
- 4.2 Should any new taxes or charges be introduced, or current taxes that are outside Charlton Park's control are increased, they will be passed on to the client as an additional charge.
- 4.3 Rates are expressed in Australian Dollars and are exclusive of Goods and Services Tax (GST).
- 4.4 Unscheduled extensions to bookings may only occur if capacity al-

lows and may incur additional charges for room hire and labour costs.

5. Payment terms

- 5.1 Payment in full is required at least 14 days prior to program commencement, unless alternative payment arrangements have been made.
- 5.2 Payment can be made by cheque, credit card, electronic funds transfer or through an official purchase order commitment.
- 5.3 Charlton Park will provide an appropriate tax invoice and receipt of payment.

6. Client cancellations of programs and events

- 6.1 All cancellations of programs and events must be made in writing to charltonpark2020@gmail.com.
- 6.2 Program and event organisers cancelling a booking:
 - 6.2.1 less than 21 days prior to commencement, will attract a cancellation fee equal to the full amount quoted at the time of booking.
 - 6.2.2 more than 21 days prior to commencement, will attract a cancellation fee equal to 10% of the amount quoted at the time of booking.
- 6.3 Regardless of cancellation notice, non-refundable third party costs incurred by Charlton Park (as required by the booking) will be charged to the client.

7. Client alterations to programs and events

- 7.1 Should the client request an alteration to an event booking, arrangements shall be subject to availability and the client will bear the cost of any reasonable expenses incurred by Charlton Park before the alteration and any additional expenses incurred subsequent to the alteration.
- 7.2 Regardless of notice received for alterations, non-refundable third party costs incurred by Charlton Park (as required by, or in addition to, the booking) will be charged to the client.

8. Charlton Park's right to make alterations

- 8.1 While every effort will be made to accommodate clients in their preferred room or venue, Charlton Park reserves the right to change a room or venue to a comparable one, or cancel a booking.
 - 8.1.1 Should the client subsequently cancel their booking under these circumstances, the client will receive a refund of fees paid for their program or event, less any reasonable expenses incurred by Charlton Park prior to the cancellation (such as catering costs and preparation of program materials).
 - 8.1.2 Relocation to a comparable room or venue at Charlton Park Community Bank Complex under these circumstances will not incur any additional costs and will be deemed to be full performance under this agreement.

Charlton Park Community Bank Complex closure or program cancellations

- 8.2 Charlton Park Community Bank Complex is located in the Wimmera-Mallee area. To ensure the safety of all clients, their attendees, guests, staff and the community, Charlton Park will close on days of Code Red or Extreme Fire Danger Rating within the Buloke Shire Council area. Where possible, programs and events will be relocated and rescheduled. Where this is neither possible nor feasible, a program or event will be cancelled by Charlton Park.
- 8.3 On days determined as Code Red or Extreme fire danger rating, all persons on site will be required to leave the facility. In the event of a possible wildfire threat to the facility, the facility will be closed at the earliest possible time and all persons on site will be required to leave or take refuge as directed by Charlton Park staff.
- 8.4 Clients will be advised of possible relocation or rescheduling options. If a booking is cancelled under these circumstances, clients will be entitled to a refund, less reasonable expenses incurred by Charlton Park before the cancellation (such as catering costs and preparation of course materials).
- 8.5 Should Charlton Park cancel or change the date of an event or program for any other reason, clients may cancel their booking and receive a refund of the purchase price, less reasonable expenses incurred by Charlton Park before the cancellation (such as catering costs and preparation of course materials).
- 8.6 Relocation of programs and events may incur additional expenses, which will be borne by the client.
- 8.7 Charlton Park will not be liable for any non-performance of its obligations in event of a fire, riot, war, terrorist act, act of god, labour dispute, government regulation, flood, storm, or any other force majeure event.

9. Accommodation

- 9.1 Accommodation is available in Charlton and surrounding towns as per the information on the website.
- 9.2 Accommodation check-in time is available from each individual accommodation establishment.
- 9.3 A storage area can be made available for guest luggage, if required at the venue.

10. Parking

- 10.1 Entry and exit to and from Charlton Park is through the main entry on the Calder Highway or via Lundy St.
- 10.2 On-site parking is only permitted in designated parking areas within the main carpark near the main entrance of the facility and overflow parking on the harness racing track or in front of the netball area.
- 10.3 Vehicles are not to be driven or parked off any roadways and must adhere to the signed speed limits onsite.

11. Catering

- 11.1 Catering services can be supplied by Charlton Park's hospitality provide, or can, by negotiation be provided by the hirer at their own cost, after payment of a charge for the use of the facilities.
- 11.2 A guaranteed minimum number of attendees for catering and accommodation purposes must be confirmed no later than 14 working days prior to the commencement of a booking. Final choices for catering will also be required at this time, including advice of any special dietary requirements.
- 11.3 No other food or beverage may be brought on to Charlton Park premises for consumption during a booked program or event, unless by prior arrangement with Charlton Park management.
- 11.4 The Charlton Park kitchen can cater for the following dietary requirements; Vegan, Vegetarian, Gluten Free and Dairy Free. Additional costs will apply for special menu orders eg. special milks.

12. Service of alcohol

- 12.1 Alcohol is supplied solely by Charlton Park's hospitality provider in strict adherence to the conditions of Charlton Park's liquor licence, including requirements for responsible service and consumption of alcohol.
- 12.2 Alcohol and drugs are strictly prohibited from being brought onto site.

13. Smoking

- 13.1 Smoking is not permitted inside the facility. Smoking is only permitted in the designated smoking areas. Cigarette butts must be fully extinguished and disposed of in the containers provided.

14. General responsibilities

- 14.1 The behaviour of the client, program and event organisers, their guests, attendees, delegates, contractors, and sub- contractors, and their use of the facilities, must not:
- 14.1.1 compromise the health, safety or welfare of any person.
 - 14.1.2 cause offence, discomfort, embarrassment, injury or damage to any person.
 - 14.1.3 cause damage to facilities or assets of Charlton Park.
 - 14.1.4 compromise or damage the reputation of Charlton Park and Emergency Management Victoria(EMV).
- 14.2 Charlton Park reserves the right, without liability, to exclude or eject any or all objectionable persons from the facility.
- 14.3 Clients are financially responsible for any damage they cause to Charlton Park's facilities and grounds, and property owned or in the care or custody of Charlton Park, the client, their attendees or guests. Persons involved in wilful damage or theft on the site will be prosecuted.
- 14.4 Charlton Park reserves the right, without liability, to exclude or eject any or all objectionable persons from the facility.
- 14.5 Persons under the age of 18 can only be brought onto the site if they are under the constant supervision of an adult and with the express prior permission of Charlton Park management.
- 14.6 Charlton Park will not accept any responsibility for injury, loss or damage to any person, equipment, property or merchandise left on site prior to, during, or after the time of a program or event, except to the extent that such injury, loss or damage is caused by the negligence of Charlton Park.
- 14.7 The client agrees to indemnify, and keep indemnified, Charlton Park in full against all claims, actions, suits, proceedings, demands, costs, expenses and losses sustained or incurred by Charlton Park, including damage sustained by Charlton Park as a result of any breach by the client of the terms and conditions herein or of any acts, omissions or neglect on the part of the client, its agents, guests, invitees, contractors or sub-contractors.
- 14.8 Safety or maintenance issues at Charlton Park identified by the client, its agents, guests, invitees, contractors or sub- contractors must be immediately reported to Charlton Park staff or the after-hours contact.
- 14.9 The attachment of banners, signs, or posters to any wall surface, or the use of pins, adhesives, nails or tape is not permitted without prior approval from Charlton Park staff.
- 14.10 No indoor or outdoor fires may be lit on site. The use of naked flames of any sort (such as candles, oil burners, outdoor torches and similar) is strictly prohibited.
- 14.11 All users of the Charlton Park facilities must make themselves aware of emergency evacuation procedures and assembly points by reading the information displayed throughout site.