



'Lucere et Ardere'

Aquinas College - Adelaide

CONFERENCE AGREEMENT FOR

< **Client's Name** >

< **Event date** >

Tuesday, Feb 21, 2017

CONTRACT <version 01>

This Conference and Event Agreement ("Event Agreement") between the parties identified immediately below as Client and Aquinas College is intended to be helpful to both you and us and result in your satisfaction with our performance.

Client Name: (“You” or “you” or “your” or “Client”)		College Owner Name: Aquinas College Inc. trading as College Name: Aquinas College (collectively, “College” or “we” or “our” or “us”)	
Client Mailing Address:		College Address:	1-25 Palmer Place, North Adelaide South Australia 5067
Client Contact Name:		College Contact Name:	Michael Braithwaite
Title:		Title:	Business Manager
E-mail address:		E-mail address:	michael.braithwaite@aquinas.edu.au
Phone 1:		Phone 1:	61 8 8334 5000
Mobile phone:		Mobile phone:	0402 097 025
Fax:		Fax:	61 8 8334 5073
Event Agreement Issue Date:		Agreement Number:	01
Event Dates:		Name of Event (“Event”):	
Arrival Date:		Public Event Name:	



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Event Details (*insert spreadsheet schedule of event*)

Date					
Requirements	Number	Proposed Venue	Times	Setting	Room Hire
Date					
Requirements	Number	Proposed Venue	Times	Setting	Room Hire
Date					
Requirements	Number	Proposed Venue	Times	Setting	Room Hire
Date					
Requirements	Number	Proposed Venue	Times	Setting	Room Hire

DELEGATE PACKAGE INFORMATION:

This Event is based on a minimum number of < > delegates per day.

Rate of AUD \$ per person, and includes the following:



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ADDITIONAL CATERING

The following prices are for 2016 **exclusive** of GST.

All prices subject to change at Manager's discretion, and subject to change due to increase in produce/supplier prices.

Hot Breakfast	<ul style="list-style-type: none">• \$ each guest
Morning/Afternoon Tea	<ul style="list-style-type: none">• Arrival Tea/Coffee from \$ each guest• From \$xx each guest tea/coffee & assorted pastries/scones/muffins/etc.
Lunch – Salad Bar & Hot lunch option served in College Dining Room	<ul style="list-style-type: none">• From \$ for just Salad Bar• From \$ for hot lunch option• From \$ for take away lunches
Canapés	<ul style="list-style-type: none">• ½ hour canapés (3 canapés) from \$ per person• 1 hour canapés (6 canapés) from \$ per person• 1.5 hour canapés (8 canapés) from \$ per person
Dinner – served in College Dining Room	<ul style="list-style-type: none">• From \$ each guest
Supper	<ul style="list-style-type: none">• From \$ per person for package biscuits• From \$ per person for homemade biscuits

BREAKDOWN OF TOTAL ANTICIPATED REVENUE

Summary Of Total Anticipated Revenue for this Event	
Total Anticipated Catering Revenue* (Based on a minimum delegates per day)	AUD \$
Total Anticipated Room Rental Revenue*	AUD \$
Total Anticipated Revenue, including GST	AUD \$



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PERFORMANCE DAMAGES (see Cancellation and Performance Policies in the attached Standard Terms and Conditions)

Events meeting room, Accommodation and Catering

Upon signing of this Agreement, you have committed to use the Meeting Rooms, Accommodation and Catering at the rates indicated in this Agreement.

Days before arrival	Reduction in event meeting space and catering requirement
From date of signing contract to arrival	In the event that the changes to the event meeting space, accommodation and/or the catering requirements result in a minimum spend falling below the agreed minimum spend of the following: \$ then you must pay the difference between the agreed minimum spend and the new event cost.

You must notify the College in writing of which rooms are released and changes in catering requirements.

In the event that you reduce your delegate requirements or cancel any event space, accommodation or catering requirements beyond the levels set out above you shall pay the College as reasonable liquidated damages and not as a penalty a monetary amount equal to the difference between the total events revenue anticipated after reductions taken above, if any, and the actual events revenue achieved.

FULL CANCELLATION DAMAGES (see Cancellation and Performance Policies in the attached Standard Terms and Conditions)

Date of College's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue Owed	Amount of Cancellation Damages Owed, Inclusive of applicable GST
Cancellation date of signing to 365 days in advance	5%	AUD \$
Cancellation 273 to 364 days in advance	10%	AUD \$
Cancellation 181 to 272 days in advance	50%	AUD \$
Cancellation 90 to 180 days in advance	75%	AUD \$
Cancellation 60 to 89 days in advance	90%	AUD \$
Cancellation between 59 days and first date of Event: < >	100%	AUD \$

PAYMENT BREAKDOWN (see Terms of Payment)

[10] % payable upon signing of Event Agreement. This amount being \$ payable by

[40] % payable on or before (30 days prior)

[50] % payable on or before (10 days prior)

The remaining incidentals will be paid within 7 calendar days of issue of final invoice. All percentages above refer to the Total Anticipated Revenue, exclusive of applicable national and local tax.

PAYMENT INSTRUCTIONS

Payments can be made either by certified cheque, made payable to ' Aquinas College Inc.', or by major credit card as per the Standard Terms and Conditions (see Terms of Payment),

or by Bank Transfer to the following details:

ACCOUNT NAME: Aquinas College Inc.
 ABN: 67 852 185 045
 BANK: National Australia Bank,
 O'Connell Street,
 NORTH ADELAIDE SA 5000
 BSB: 085 005
 ACCOUNT NO: 86 416 1987
 PAYMENT REF: < >

Please send your remittance advice direct to kerry.feng@aquinas.edu.au or fax on 61 8 8334 5073, stating the invoices being paid and date of payment to our account.



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KINDLY QUOTE THE BOOKING NAME AND ARRIVAL DATE ON ALL CORRESPONDENCE.

ENTIRE AGREEMENT: This Event Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Event Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Event Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms of this Event Agreement.

The undersigned expressly agree and warrant that they are authorised to sign and enter into this Event Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

Aquinas College Inc. trading as Aquinas College ("the College")

By: _____
Signature

By: _____
Signature

Name:

Name: Michael Braithwaite

Title:

Title: Business Manager

Dated: _____

Dated: _____



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STANDARD TERMS AND CONDITIONS

DEFINITIONS USED IN THIS CONFERENCE AND EVENT AGREEMENT

Arrival Date means the first date that you will arrive at the College for the Event, as specified in the Event Agreement.

Client, You, you or your means the person or legal entity responsible for commissioning and payment of the Event, as specified in the Event Agreement.

Event means the booking using an area of our College property, public space, bedrooms, facilities and/or catering ("CATERING"), specific details of which are set forth in the Event Agreement.

Event Agreement means the portion of this agreement that sets out the details of the Event.

Event Agreement Issue Date means the date that this agreement is sent by us to you, as set forth in the Event Agreement.

Event Planner means the person designated in the Event Agreement who is the event planner, meeting planner, travel agent, or professional conference organiser that performs services that result in you booking business at the College.

Aquinas College Inc. means Aquinas College Inc, Inc.

College, we, our or us means the entity who owns the College where the Event will take place, as set forth in the Event Agreement.

Planner means the meeting planner, travel agent, professional conference organiser or other agency as designated in the Event Agreement that performs services that result in you booking business at our College.

Schedule of Events means an appendix to the Event Agreement that sets out additional specific details of an Event.

Standard Terms and Conditions mean the following terms and conditions that supplement the Event Agreement.

Final Bill, Final Invoice means the last invoice from the College for your event which will have any extra/additional incidentals, damages, charges incurred in the duration of our conference/booking

ALL RATES ARE QUOTED IN AUSTRALIAN DOLLARS (AUD).

A - TOTAL NUMBER OF BEDROOM NIGHTS RESERVED

Bedroom accommodation allocations, room types, rates and release dates (where appropriate) are set out in the Event Agreement.

All bedroom rates are quoted **inclusive** of continental breakfast and applicable GST, unless stated otherwise in the Event Agreement.

Currently, GST on bedroom rates are prevailing GST rate. Please note that GST on bedroom are subject to change and you will be responsible for payment of GST applicable at the time of your Event (as well as any bedroom rate increases resulting from tax increases).

B – DELEGATE PACKAGES

All delegate packages are quoted inclusive of applicable GST, unless stated otherwise in the Event Agreement.

Currently, GST on delegate packages are prevailing rate. Please note that delegate packages rate of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your Event (as well as any rate increases resulting from tax increases).

C – FUNCTION DETAILS

This Event is based on the meeting room hire schedule and function details of the Event as set forth in the Event Agreement.

All Catering rates and meeting room rates are quoted inclusive of applicable GST, unless stated otherwise in the Event Agreement.

Currently, GST on catering rates and meeting room rates are prevailing rate. Please note that catering rates and meeting room rates of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your Event (as well as any rate increases resulting from tax increases).



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1. OPTION DATE

1.1. You are requested to review, sign and return this agreement to us within 7 days of the Event Agreement Issue Date, unless a different option date is stated in the Event Agreement. We reserve the right to release your *tentatively* reserved bedrooms and facilities, or to review our rates, if we do not receive your signed agreement by the applicable due date. No cancellation fee shall apply in such circumstances. If other enquiries are received for the same dates of your proposed Event, we may contact you earlier for confirmation, at our sole discretion.

2. RESERVATION METHOD (APPLICABLE FOR BEDROOM ONLY)

- 2.1. All the bedrooms provided for in your booking will be reserved on a *definite* basis for you upon signing and returning this agreement to us
- 2.2. At least 14 days prior to your Arrival Date, you shall provide to us either (i) individual names of guests, or (ii) a rooming list detailing names of attendees for each bedroom type and date of arrival and departure.
- 2.3. We reserve the right to charge an administrative charge for rooming lists that are received after the date noted above. If you fail to provide such rooming lists to us by such date, you may continue to hold the bedrooms by making advanced payment in full of the Total Anticipated Bedroom Revenue. If you fail to either provide such rooming lists or make advanced payment in full of the Total Anticipated Bedroom Revenue by such date, we will be entitled (but not obliged) to release all or any such unconfirmed rooms in our sole discretion. Rooms released in this way shall be covered by the Performance/Reduction in Numbers clause below.
- 2.4. Your advance payments and deposits will be credited to your final invoice for the event.
- 2.5. If you request that we provide you and/or your representative(s) with access to guest reservation information pertaining to your attendees who have reserved rooms at our College as part of your booking, then you certify that you have already obtained, or will obtain, consent from each of your attendees for our College or Aquinas College Inc. to provide to you and/or your representative(s) such attendee's reservation information, and you further agree to reimburse us and Aquinas College Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an attendee relating to our or Aquinas College Inc.'s disclosure of any attendee's reservation information to you and/or your representative(s).

3. DEPOSITS / CONFIRMATIONS / EARLY CHECK OUT FEE

3.1. Check-in time is **14:00**; check-out time is **11:00**. Early check-in and late check-out are subject to availability and approval by our administration. We will **not** charge for an early check-in fee and we will charge a late check-out fee of **AUD\$30.00 per hour**. Attendees wishing to avoid a late check-out fee should advise us at check-in of any need for an extended check-out time.

4. TERMS OF PAYMENT

- 4.1. If you have established sufficient credit facilities with Aquinas College Inc. or us, you agree to pay an initial deposit as set out in the Event Agreement no later than 7 days after your receipt of this final signed agreement from us. Payment of the remaining balance will be due within thirty (30) days after receipt of the final bill.
- 4.2. If no credit facilities are agreed with Aquinas College Inc. or us, then the following shall apply:
- 4.2.1. If the Event is taking place within 30 days of the Event Agreement Issue Date, full pre-payment of the Total Anticipated Revenue inclusive of applicable GST is payable upon confirmation.
- 4.2.2. If the Event is taking place more than 30 days following the Event Agreement Issue Date, a deposit, following the payment breakdown paragraph, of the Total Anticipated Revenue inclusive of applicable GST will be payable upon confirmation, with the full remaining balance inclusive of applicable GST being due and payable no later than 30 days prior to the Arrival Date.
- 4.2.3. If there are increases in the number of delegates after the agreement is signed by both parties, then full pre-payment of such additional charges inclusive of applicable GST must be paid prior to the Arrival Date.
- 4.2.4. We may apply different payment terms as set out in the Event Agreement, in which case the different payment terms as set out in the Event Agreement shall take precedence over any conflicting payment terms contained in this clause.
- 4.3. If you prefer, all charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credits that our College accepts as of the Event Dates. Currently, Aquinas College Inc. accepts MasterCard, Visa, and American Express. The merchant service fee is 2%, and such rate is subject to change.
- 4.4. As a condition for us to accept your credit card as an approved form of payment for your master account charges, you agree to abide by the dispute resolution procedures described in this agreement below, which require that any disputes that you may wish to raise with respect to any master account charges must first be addressed directly by you and the College, in which case the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. For the avoidance of doubt, you agree that you will not avail yourself of your credit card issuer's procedures for receiving a temporary credit for disputed charges arising from your credit card transactions with us (commonly referred to as a "chargeback").
- 4.5. We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks.
- 4.6. Accounts 30 days past due will be charged interest at a rate of 4% above the Westpac base rate (or any local base rate equivalent) per month or the maximum rate allowable under applicable law or regulation (whichever is lower). If any charges are disputed in good faith, then you agree to pay us all undisputed amounts within 30 days of invoice date. The parties will then agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

5. ADDITIONAL SPEND

5.1. You shall pay us for any catering and other services not expressly set out in the Event Agreement or the Schedule of Events (if applicable) but made available on request by or on behalf of you during the Event. On or before the Arrival Date, you will confirm to us in writing the names of those attendees who you consider to be authorized to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, catered functions and other incidentals) will be presented to one of your authorized signatures to be checked and signed on a daily basis.

6. DELIVERIES

6.1. Arrangements for delivery of packages should be made through your designated event manager. Receiving, handling and shipping charges may apply. No packages will be accepted by us that require us to pay shipping costs. Deliveries will only be accepted within 48 hours prior to your Arrival Date, unless otherwise agreed by us in advance. All deliveries must be correctly labelled as per our guidelines. To the fullest extent permitted by applicable law, we shall not be responsible for any damage to or loss of your packages.



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7. CANCELLATION AND PERFORMANCE POLICIES

- 7.1. The rates and concessions offered by us in the Event Agreement are based in part upon the total revenue anticipated by us from your agreement to use and pay for the bedrooms, meeting rooms and functions as listed in the Event Agreement. You guarantee that your Event will provide the Total Anticipated Revenue. You agree and understand that in the event of a full cancellation or lack of performance by you, we will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you
- 7.2. As our actual damages would be difficult to determine, you agree to pay to us reasonable liquidated damages, inclusive of applicable GST, for full cancellation or lack of performance as described in the following clauses. The parties agree that the liquidated damages clauses provided for in this agreement are a reasonable effort by the parties to agree in advance on the damages that we will suffer due to full cancellation or lack of performance.

7.3. Full Cancellation

- 7.3.1. Should you cancel your Event for any reason, including changing your meeting/function site to another venue, then at the same time that you deliver your notice of cancellation to us, you also agree to pay us the applicable full cancellation damages, inclusive of applicable GST. The full cancellation damages represent a percentage of the Total Anticipated Revenue for your Event, and the applicable payment is determined by based on the date that we receive your notice of cancellation. The schedule of full cancellation damages applicable for your Event is set forth in the Event Agreement.
- 7.3.2. All notices of cancellation must be in writing and will take effect from the date of our receipt of both your notice and the applicable cancellation damages. We may, in our sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages being owed.
- 7.3.3. Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, inclusive of applicable GST. We will subtract advance payments and deposits previously paid by you to us.
- 7.3.4. In addition to the full cancellation damages due under this clause, you must reimburse us for any expenditure incurred by us in respect of any cancelled booking, including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of our own arrangements with third parties in relation to your cancelled Event.

7.4. Performance/Reduction In Numbers

- 7.4.1. Prior to your Event, we may review the number of requests for bedroom assignments that have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear in advance of your Event that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Booking, we reserve the right to assign alternate meeting/function space commensurate with your reduced space needs as indicated by your attendees' requests for bedroom assignments.
- 7.4.2. At least 3 business days prior to the Arrival Date, you must notify us of your final number of attendees that will be attending your Event functions.
- 7.4.3. If the Event is held, but we do not realize the Total Anticipated Revenue from your Event, whether due to reduction in size of your meeting, drop in attendance, change in food requirements or otherwise, you agree to pay to us reasonable liquidated damages, inclusive of applicable GST, for your lack of performance. The performance damages applicable to your Event are set forth in the Event Agreement.
- 7.4.4. We will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by you to us from the amount you owe us as performance damages.

8. CONDUCT OF EVENT

- 8.1. To the fullest extent permitted by law, you assume full responsibility for the conduct of all persons in attendance at your Event and liability for loss and/or any damage done to any part of our College premises during the time of your Event caused by your employees and temporary workers, agents, contractors, sub-contractors, as well as by attendees of the Event.
- 8.2. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the College. You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. We reserve the right to end your Event functions immediately if you do not comply with our reasonable request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all contracted charges related to your Event and no refunds will be issued to you by us.

9. COMPLIANCE WITH LAWS

- 9.1. You agree to comply with all applicable laws and regulations, including without limitation, health and safety codes, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, fire regulations and liquor licensing. You agree to cooperate with us and any relevant government authority to ensure compliance with such laws and regulations.

10. LIQUOR LICENSE

- 10.1. The College does not serve, or sell, or possess a license to sell alcohol. If your event is to provide or sell alcoholic beverages to delegates or attendees you must obtain your own liquor license for any part of your event where alcohol is to be served.

11. CANCELLATION FOR CAUSE

- 11.1. In addition to any other legal rights and remedies available to us under applicable laws, we may cancel your Event and this agreement without liability under any of the following circumstances
- 11.1.1. If we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your express obligations under the terms of this agreement.
- 11.1.2. If advance payments or deposits are not paid on a timely basis.
- 11.1.3. If you, or any of your employees, agents, sub-contractors or officers, commit any illegal act, or act in such a way as is likely to adversely affect the reputation of the College or Aquinas College Inc.
- 11.1.4. For other reasons if we reasonably believe it is necessary to do so in order for us to comply with our obligations under applicable laws or regulations, including (but not limited to) if you are added to any restricted party listings as described in the preceding clause.
- 11.2. In the event that we cancel your Event for cause as provided for under this clause, then we will be entitled to the Event cancellation damages as provided in the agreement.



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12. INDEMNIFICATION

12.1. To the fullest extent permitted by law, you shall at all times be liable for, indemnify, defend and hold harmless the College and Aquinas College Inc. (together with their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees, servants and agents) (collectively, the "College Indemnified Parties") from and against any and all claims, liability, losses or damages to persons or property, governmental charges or fines, penalties, costs, legal costs, professional and other expenses of any nature whatsoever (collectively, "Claim(s)") incurred or suffered by the College Indemnified Parties, arising out of or in any way connected with your Event, including, but not limited to, Claims arising out of the negligence or willful misconduct of your employees, agents, contractors, and attendees; *provided, however*, that nothing in this indemnification shall require you to indemnify the College Indemnified Parties for that portion of any Claim arising out of the sole negligence or willful misconduct of the College Indemnified Parties.

13. INSURANCE

13.1. You will obtain and keep in force the appropriate insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, insurance affording coverage for public liability and property damage. Upon request, you agree to provide us with a certificate or proof of such insurance.

13.2. Please note that obtaining and maintaining appropriate insurance that affords these types of protections should be a benefit to you, as an appropriate insurance policy should provide coverage to you by paying the College for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select public liability and property damage coverage, for instance.

13.3. You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of your property. You accept the responsibility to insure the mentioned property.

14. LIMIT OF LIABILITY

14.1. Nothing in this agreement is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraud or misrepresentation.

14.2. Notwithstanding any other term of this agreement, our aggregate liability arising out of or related to this agreement, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the Total Anticipated Revenue as set out in the Event Agreement.

15. OUTSIDE CONTRACTORS

15.1. Should you elect to utilise outside contractors or subcontractors on our College premises during your Event, you must notify us of your intention to use such providers at least 30 calendar days before your Arrival Date.

15.2. Your outside contractors must adhere to our reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at our sole discretion, to require any outside contractor to be removed from our College premises should the outside contractor fail to abide by our rules or applicable laws and regulations.

15.3. In our sole discretion, we may require that your outside contractors (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the College for similar outside contractors, and (ii) provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our College premises.

15.4. We reserve the right to charge additional fees based on your specific needs, including but not limited to, labour surcharge for audio/visual and electrical requirements, banner hanging, sign making, and electrical power. Should you require any rigging services for your Event, all such services must be arranged through the in-house audio/visual provider of the College and you will be responsible for all associated costs.

16. SECURITY

16.1. If required, in our sole discretion, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed security agency doing business in the jurisdiction in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons and shall comply with local laws applicable to such security personnel.

16.2. In our sole discretion, we may require that your security agency (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the College for security agencies, and (ii) provide proof of insurance in amounts acceptable to us before the security personnel will be allowed to provide services on our College premises.

17. PROMOTIONAL CONSIDERATIONS

17.1. We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the College.

18. IMPOSSIBILITY

18.1. Neither party shall be responsible for failure to perform this agreement if circumstances beyond their reasonable control (including, but not limited to, acts of God, governmental authority, declared war in Australia, or terrorist attacks in Adelaide) make it illegal or impossible for us to hold the Event. The affected party may terminate this agreement without liability upon providing written notice to the other party within ten (10) days of any such occurrence.

18.2. If the Event is properly cancelled by you due to a valid Impossibility occurrence as described above, then upon your written request, we agree to refund to you all prepaid deposits or advance payments paid by you to us without penalty, less any expenses we have incurred in preparation for the Event.

19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1. The parties agree to use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this agreement by presenting the dispute to senior representatives of each party for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration.

19.2. Arbitration of disputes arising out of or in connection with this agreement shall be resolved in the jurisdiction in South Australia under the Rules of Arbitration of the South Australian Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. The arbitration shall be conducted in English and this agreement will be governed by and interpreted pursuant to the laws of South Australia.



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20. COLLECTION/LEGAL FEES

- 20.1. The parties agree that in the event that any dispute arises in any way relating to or arising out of this agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its legal fees and costs, plus pre and post judgment interest.
- 20.2. If we retain the services of a collection agency or legal representative to assist in the collection of any amounts due to us under this agreement, you will pay all expenses incurred by us in such collection efforts.

21. SUCCESSORS AND ASSIGNS

- 21.1. The commitments made by you will be binding on your successors and assigns. In the event that you assign, sell, convey, pledge or otherwise dispose of all or substantially all of your assets (collectively referred to as an "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organisation, subject to our approval. In the event such an assignment is contemplated, and at least 30 days in advance of the planned close of the assignment transaction, you agree to notify us of the entities involved. We will thereafter have 20 days in which to notify you whether such intended assignment is approved.
- 21.2. Further, the facilities contracted in the Event Agreement, including the bedrooms and meeting rooms, are for your exclusive use. You acknowledge and agree that this agreement does not otherwise permit you to sell or re-sell any of our facilities in any way.

22. MISCELLANEOUS

- 22.1. The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing.
- 22.2. The effective date of communications between the parties will be determined as follows: (1) Communications sent by courier will be effective as of the date of receipt as evidenced by the courier company; (2) Communications sent by first class mail (or local equivalent), recorded delivery or registered post shall be effective as of 9:30 a.m. on the fourth clear day after the date of posting; (3) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender; and (4) Communications sent by email will be effective as of the date sent.
- 22.3. Any provision in this agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this agreement, and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible to the original intentions of the parties in accordance with applicable law. The failure by a party to enforce any term or condition of this agreement does not waive that party's right to enforce that or any other term or condition at any time.



'Lucere et Ardere'

CREDIT CARD PAYMENT AUTHORISATION FORM

Please complete all areas below. Incomplete requests may be rejected. This form must be received at least 5 business days prior to the Check-In, or by specified date in Event Contract, to ensure acceptance of the credit card to be charged.

RETURN EMAIL: kerry.feng@aquinas.edu.au

RETURN FAX: (08) 8334 5073

TO: _____ ATTN: _____

COLLEGE USE ONLY:			
Authorized by:	Authorized Amount:	Approval Code:	Date:

CARDHOLDER - Please complete the following section and sign/date below.

CATERING AND EVENTS

Event Name:	Event Start Date:

By signing below, you authorise the College to charge your credit card as indicated above. The Final Amount will be calculated and charged to the below card number the day following your event. A pre-authorisation will be made the day prior to the event start date. A Tax Invoice will be sent on completion of the event.

GENERAL INFORMATION

Name of Person/Group Making Reservation:		Tel:	
Cardholder Name as it appears on Credit Card:			
Cardholder Billing Address:			
Daytime/Business Telephone:			
Credit Card Number:		Expiry Date:	

Credit Card payments incur a merchant service fee of 1.5% in addition to the total amount payable (surcharge for AMEX is 2%).

PLEASE : AMEX DINERS MASTERCARD VISA

Credit Card Issuing Bank Name:	
Bank Phone Number (from the back of Credit Card):	

DEPOSIT

FINAL AMOUNT

Cardholder Signature:----- Date: -----