Terms and Conditions of Hire – Cooee Restaurant

1 Definitions

Unless the context requires otherwise, in these terms and conditions:

(a) **Additional Charges** means the charges (if any) specified the Final Event Invoice, including but not limited to, the cost for any Damage, any cleaning fees in accordance with clause 5.1(k) or any additional orders of drinks (alcoholic or non-alcoholic) associated with the Package One above the Minimum Spend or any other fees or charges specified these terms and conditions;

(b) **Booking Enquiry** means an enquiry from you to us to book the Venue submitted via our email functions@cooeeperth.com or by web request, which includes the following details: the number of Guests, purpose of the Event, the Event Date and time and proposed service style for the Event;

(c) **Building** means the building known as The Swan and located at 171-173 Mounts Bay Rd, Perth WA 6000;

(d) **Business Day** means each day that is not a Saturday, Sunday or public holiday in Perth, Western Australia;

(e) **Confirmed Booking** means our written acceptance of your Booking Enquiry in accordance with clause 3(a)(3);

(f) **Damage** includes but is not limited to breakages, damage, stains or defacement to the Venue premises, equipment, surfaces, fixtures or furniture, which require a cost to repair and/or replace caused during the Hire Period;

(g) **Deposit** means a non-refundable deposit which is, in relation to any Package, 10% of the Minimum Spend and being the amount stated in the Event Details Form;

(h) **Entertainment** means any entertainment, including MCs and bands, sourced by you at your own cost for the Event;

(i) **Event** means the function, special occasion, conference or other reason for hiring the Venue;

(j) **Event Date** means the date of the Event as confirmed in the Event Details Form;

(k) **Event Details Form** means the 'Event Details Form' which will attach these terms and conditions sent by us to you in response to your Booking Enquiry confirming your name, contact number and email address, Venue, time and Event Date including the estimated Hire Period, service style, approximate Guest numbers and your intended use of the Venue;

(l) **Event Order Form** means the 'Event Order Form' as described in clause 4 and includes details as per the Event Details Form plus final Guest numbers, final dietary requirements of Guests, confirmation of the food and beverage menu, service times, a floor plan for the Event, third party suppliers and bump-in details, a detailed run sheet for the Event Date, confirmation of Entertainment and any additional notes regarding the Event;

(m) **Fee** means the Deposit, Initial Amount and the Final Amount in Australian dollars and including GST to be paid by you to us for use of the Venue outlined in the Event Details Form or as may be adjusted in the Event Order Form. For the avoidance of doubt, the Fee does not include Additional Charges as contemplated by these terms and conditions or specified in the Final Event Invoice;

(n) **Final Amount** means, in relation to the:

(1) Package One, 45% of the Minimum Spend; or

(2) Package Two, 50% of the Remaining Costs,

payable 10 Business Days prior to the Event;

(o) **Final Event Invoice** means, in relation to the:

(1) Package One, any costs above the Minimum Spend as well as (if applicable) any Additional Charges; or

(2) Package Two, (if any) costs for Damage or cleaning in accordance with clause 5.1(k),

issued by us to you 5 Business Days after the Event and to be paid in the time and manner specified in the invoice;

(p) **GST** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or varied from time to time;

(q) **Guests** means the people you directly invite to the Event or who attend the Venue in connection with the Event;

(r) **Hire Period** means the period nominated by you in the Booking Enquiry during which you will have access to and use of the Venue as confirmed by us, and is extended until all Guests vacate the Venue;

(s) **Initial Amount** means, in relation to the:

(1) Package One, 45% of the Minimum Spend; or

(2) Package Two, 50% of Remaining Costs,

payable two (2) months prior to the Event;

(t) **Minimum Spend** means the amount determined by us required for you to secure the Venue for your Event Date;

(u) **Package** means either the:

(1) Package One; or

(2) Package Two,

as selected by you and confirmed in the Event Order Form;

(v) **Package One** means a set food package as determined by our culinary team and agreed by you and drinks offering agreed between us and you that will be charged on consumption;

(w) **Package Two** means a set food and drinks package as determined by our culinary team and agreed by you;

(x) **Remaining Costs** means the amount equal to the Fee less the Deposit;

(y) **SevenRooms** means SevenRooms Inc., a Delaware corporation, being our online booking service provider;

(z) **us, we**, and **our** refers to Fiveight Venues Pty Ltd ACN 622 839 892 of Level 10, 190 St Georges Terrace, Perth WA;

(aa) **Venue** means Cooee Restaurant, being one of the restaurants at the Building and includes all fixtures, fittings and equipment provided by us; and

(bb) **you** and **your** refers to the individual or company referenced in the Event Details Form who accepts these terms and conditions.

2 Booking

(a) As soon as reasonably practicable after receipt of your Booking Enquiry:

(1) we will notify you if the Venue is unavailable for your Hire Period or if we are unable to accommodate your Booking Enquiry; or

(2) prepare an Event Details Form.

3 Event Details Form

(a) We will send you an Event Details Form to your nominated email address. No Booking Enquiry is accepted until:

(1) you sign and confirm acceptance of the Event Details Form to functions@cooeeperth.com within 5 Business Days of receipt;

(2) you pay the Deposit via a payment link provided by us or SevenRooms; and

(3) we confirm in writing receipt of both 3(a)(1)and (2).

(b) Once the items specified in clause 3(a) are satisfied, any amendments or cancellations will be considered in accordance with clause 7.

4 Planning the Event

(a) We will consult with you to confirm the details of your Event in the period leading up to the Event Date. We will require your confirmation on the following items:

(1) **Menu Tasting:** If the Minimum Spend is over $20,000, we will organise a menu tasting. We will provide you with a sample menu and you will be required to confirm the items for the menu tasting three (3) months prior to the Event for the initial tasting (**Initial Menu Tasting**). The Initial Menu Tasting is complimentary and includes 1 glass of wine per person attending. A maximum of 2 people may attend the Initial Menu Tasting unless otherwise agree by us in writing. Any food items or drinks ordered at the Initial Menu Tasting which were not confirmed by you prior will be charged separately and payment is required at the end of the Initial Menu Tasting. Any additional tastings after the Initial Menu Tasting can be arranged at a date and time confirmed by us and acceptable to

you, for an additional fee as advised by us.

(2) **Guest Numbers**: Final Guest numbers must be confirmed 10 Business Days prior to the Event.

(3) **Dietary requirements**: We will cater for special dietary requirements that are notified to us no later than 10 Business Days prior to the Event Date. Only previously advised special requirements will be accommodated on the Event Date. The utmost diligence will be taken with all special dietary requirements, but meals may contain trace elements as the kitchen does process allergen items.

(4) **Service Timings**: You must confirm timings for the food and beverage service during the Event at least 10 Business Days prior to the Event.

(5) **Entertainment**: All Entertainment must be sourced by you at your own cost. We must approve details and set-up arrangements at least 10 Business Days prior to the Event Date. If organising projectors or using our sound system, you must have someone in charge of controlling this for the duration of the Event. All Entertainment must comply with any noise or time restrictions as advised by us and the reasonable directions of us on the Event Date. You are responsible for obtaining all necessary approvals and permits for the Entertainment.

(b) Additional details, such as those confirmed pursuant to this clause, will be added to the Event Order Form. You will be asked to confirm the final details of the Event by signing and returning to us by email at least 10 Business Days prior to the Event.

5 Conditions of Use

5.1 Use

(a) **Non-Exclusive Licence**: Your use of the Venue during the Hire Period is by non-exclusive licence only.

(b) **Security**: You, or your authorised representative, must remain in attendance during the Hire Period and you are responsible for security of the Venue, safety of Guests and supervision of all activities during the Hire Period.

(c) **Smoking Prohibited**: The Venue and the Building are smoke free and as such smoking or vaping is strictly prohibited.

(d) **No offensive or illegal conduct**: You must only use the Venue for lawful purposes (and in particular the purpose approved in the Event Details Form), and must not use the Venue for any dangerous, offensive, noxious or unethical use or any use which may damage our reputation or public image or that of the Venue or the Building.

(e) **Noise levels**: You must ensure that all noise levels are kept to a standard that prevents disturbance to other patrons, tenants and occupants of the Building having regard to the *Environmental Protection (Noise) Regulations 1997* (WA) and our requirements as notified to you prior to the Event, and you must take reasonable steps to prevent disorderly conduct, public nuisance or disturbances in or near the Building during the Hire Period and when leaving the Venue and the Building.

(f) **Decorations**: You may bring signage, arbours, florals, furniture and styling props into the Venue if approved in writing by us prior to the Event Date, but for the avoidance of doubt you must not bring in any suspended installations or any applications that require adhesive to the applied to the floor or anything which will require drilling into any Venue surface. Only flameless LED candles or enclosed candles in containers (such as glass votives) are permitted. Open flames from traditional candles are strictly prohibited. You are not entitled to affix any item, furniture or equipment to any walls or ceiling in the Venue.

(g) **Emergency**:

(1) In the event of an emergency, you are responsible for following the emergency and evacuation procedure which we will provide to you when sending the Event Details Form.

(2) You will be responsible for all costs incurred if the alarm is activated by equipment you have brought to the Venue or activated in circumstances other than an emergency by you or any Guest or person in the Venue during the Hire Period (save for us or any of our representatives). Such

costs will be noted as an Additional Charge.

(3) You must ensure that exit paths and emergency exits at the Venue and Building are not blocked.

(h) **Removal of Property**: You are responsible for removing any personal items, decorations, or equipment brought into the Venue at the conclusion of the Hire Period unless otherwise agreed with us in writing. You must not remove any of our furniture, items or property from the Venue.

(i) **Guest compliance**: You must ensure Guests comply with all reasonable requests and instructions of employees and staff of the Venue whilst attending the Event. This includes but is not limited to keeping the bi-fold doors to the Venue closed at times notified by us to you prior to the Event.

(j) **Damage**: It is your responsibility to ensure any Damage resulting from your Event is remedied at your expense and in a timely manner. We will identify any Additional Charges for Damage in the Final Event Invoice. If the Final Event Invoice is not paid in the time and the manner specified in the Final Event Invoice, we may charge you the cost for the Damage in accordance with clause 6.2 or a late payment fee in accordance with clause 6.1(b).

(k) **Cleaning**: You are liable for any cleaning costs in excess of the standard cleaning procedures of the Venue. If we consider additional cleaning costs are required due to the Event, this will be listed as an Additional Charge in the Final Event Invoice.

5.2 Maximum Occupancy

(a) The Venue has a maximum occupancy of 120 Guests at any time.

(b) You must ensure that this occupancy limit is maintained at all times, and Guests in excess of this limit are either refused entry or asked to leave the Venue immediately.

(c) We retain the right to immediately terminate a Confirmed Booking or close the Event earlier than scheduled if the maximum occupancy requirement is breached.

5.3 Catering

(a) Subject to (c), all catering, including alcohol, must be supplied by Cooee Restaurant no other catering is allowed in the Venue.

(b) **Responsible Service of Alcohol**: As a liquor licensee, we are required to meet certain obligations in relation to the responsible service of alcohol. In accordance with these obligations, and not withstanding any other provision in these terms and conditions, we have the right to refuse entry or reject Guests, at our absolute discretion, if they are: intoxicated, violent or disorderly, smoking in a smoke-free area or suspected of having or using illicit drugs at the Venue. We reserve the right, in our absolute discretion, to close the Event early or cease the service of alcohol, if we believe that Guests are acting in a way which may result in an infringement of the applicable liquor licensing laws. Under no circumstances can any alcohol not supplied by Cooee Restaurant be brought into the Venue.

(c) **Supplying own food**: The supply of additional food items is not allowed, unless previously approved by us in writing. If approved, we may request you to sign a form to indemnify us against any actions, claims, demands, losses, damages or costs arising from the consumption of the food that you have supplied.

6 Payment

6.1 Payment

(a) We will provide you details for the time and manner of payment of the Deposit, Initial Amount and the Final Amount via SevenRooms. The Final Event Invoice will also have details of the time and manner of payment required.

(b) If the Fee is not paid on time (**Outstanding Amount**), we reserve the right to suspend our planning of your Event until the Outstanding Amount is paid. If the Outstanding Amount remains unpaid after suspend planning of your Event, we reserve the right to cancel the Event at our discretion and charges as per clause 7.2 will apply.

6.2 Additional Charges

(a) We may request to hold credit card details from you as security during the Hire Period

for any Additional Charges. If we do request this, you will be asked to sign a form which authorises us to hold a specified amount on the card, as well as to securely hold the credit card number, expiry date and security code until the Venue is returned to us in accordance with these terms and conditions.

(b) In the event that Additional Charges are incurred as specified on the Final Event Invoice and not paid in the time and manner specified in the Final Event Invoice, we may charge the Additional Charges to the credit card provided in clause 6.1(b).

7 Changes to Bookings and Cancellations

7.1 Booking change

(a) The following notice periods apply for changes to the Confirmed Booking:

(1) final Guest numbers requires are required no less than 10 Business Days] prior to the Event Date;

(2) the food and beverage menu for the Event will need to be finalised no later than one (1) month prior to the Event;

(3) final dietary requirements for Guests must be notified to us no later than 10 Business Days' prior to the Event.

(b) We retain the right to deny or charge Additional Charges for any change to a Confirmed Booking which is made outside the specified timeframes in this clause.

(c) You accept responsibility for all Additional Charges resulting from a change to the Confirmed Booking outside of the specified timeframes.

7.2 Booking cancellation

(a) A request to cancel a Confirmed Booking must be submitted to us in writing and sent to functions@cooeeperth.com (**Cancellation Notice**).

(b) If we receive a Cancellation Notice within specified periods, the following fees will apply:

(1) Cancellation Notice received after payment of the Deposit but at least two (2) months prior to the Event – we retain the Deposit;

(2) Cancellation Notice received in the period between two (2) months prior to the Event and one (1) month prior to the Event, we will retain the Deposit plus:

(A) 50% of the Minimum Spend for the Package One; or

(B) 50% of the Remaining Costs for the Package Two; and

(3) Cancellation Notice received within one (1) month of the Event we will retain the Fee.

(c) We may without liability for loss or damage cancel a Confirmed Booking or offer alternative dates or venue if in our reasonable opinion the Venue is unfit for use during the Hire Period, or in case of an emergency.

8 General conditions

(a) **Release:** to the extent permitted by law:

(1) you and any Guest, release and indemnify us in respect of any claim, loss, damage, injury, expense, cost or charge sustained or in any way incurred in connection with the Event or hire of the Venue, including (but not limited) to damage, theft or loss of property, goods, objects or similar things used, kept or left at the Venue by you or any Guest; and

(2) us, our related entities, their officers, employees, contractors and agents will not be liable for any loss, theft, damage personal injury or other liability (including direct, indirect, consequential and economic losses) suffered or sustained in connection with the Booking Enquiry or the hire or use of the Venue.

(b) **GST**: Except where expressly stated otherwise, all amounts referred to in these terms and conditions, Event Detail Form, Event Order Form or Final Event Invoice are inclusive of GST. Where any supply occurs under or in connection with these terms and conditions, the party making the supply is entitled to increase the amount payable for the supply by the amount of any applicable GST.

(c) **Force Majeure:** we will not be responsible for any forces of nature, pandemics, acts of God, war (declared or undeclared), riot, explosion, acts of terrorism, labour or industrial dispute including strike, action or inaction of Government (including in relation to COVID-19), forced or cessation of or interruption to trade and any other acts which are not reasonably within our control and may affect the Booking or the

Venue. If one or more of these acts occur, we reserve the right to cancel the Booking, offer alternative dates or change these terms and conditions.

(d) **Disputes**: in the event of a dispute, our decision is final and binding.

(e) **Privacy Notice:** we may collect your personal information (including, for example, your name and contact details) for the purposes of:

(1) booking the Venue;

(2) providing access to and use of the Venue;

(3) our general marketing and publicity activities;

(4) complying with our obligations to Stripe for Stripe to provide the payment services to us;

(5) Stripe processing payments or refunds using its payment services platform; and

(6) any other purposes related or ancillary to the above purposes.

We may disclose the personal information we collect to our related entities, the employees, contractors and agents of our related entities, and our employees, contractors, agents, partners and co-promoters in connection with the above purposes. By entering this Promotion, unless you otherwise advise us, you consent to the retention and use of your personal information in this manner. Additional information about how we collect, use and disclose personal information, and the privacy complaints process, is available in our privacy policy available at https://www.cooeeperth.com/privacy-policy/

(f) **Assignment**: you may not assign the Event Details Form or Event Order Form or operation of the Event to any third party without our prior written consent.

(g) **Amending these terms and conditions**: subject to any applicable laws or written directions made under applicable legislation, we reserve the right to amend these terms and conditions.

(h) **Acceptance of terms and conditions:** you accept these terms and conditions on signing the Event Details Form. If you do not accept all these terms and conditions, we may not proceed with the Event.