

THE CLUSTER

SPACE RENTAL TERMS AND CONDITIONS

1. PRINCIPAL TERMS

In this set of terms and conditions, the following words and expressions have the following meanings, unless otherwise defined :

- 'Renter' - refers to any individual or company utilizing facilities of White Moon Holdings Pty Ltd trading as The Cluster for a fee.
- 'The Cluster' - refers to any location currently operating under White Moon Holdings Pty Ltd.
- 'The Fee' - refers to the monetary cost of the indicated rental price

2. MEETING ROOM BOOKINGS TERMS AND CONDITIONS

A. Principal Terms

- Bookings are considered confirmed upon receipt of full payment. If full payment is not received prior to the booking date, The Cluster reserves the right to release the booking slot.
- Booking times and locations may be changed or canceled in exceptional circumstances by The Cluster due to changes in the internal programme. Renters will be given notice of cancellation in writing as far in advance of the booking date and time as is reasonably practicable.

B. Payment - Bookings are confirmed upon receipt of full payment. Full payment is required 24 hours prior to the booking date. We accept credit card, direct debit and bank transfer payments.

- All credit card payments incur 2% surcharge.
- All bank fees are to be borne by the remitter.

C. Invoices - The Cluster will send out invoices and other billing-related information and notices to billing contacts as advised by the Renter.

E. Changes and Cancellations

- Changes to bookings must be made in writing (email) 24 hours prior to the booking date.
- Bookings can be rescheduled up to a maximum of 3 times. Should there be more than 3 reschedulings of bookings, a fee of up to 50% of total payment will be added to the invoice of the rescheduled booking.
- In the event of extreme weather conditions on the day of the booking date, the booking will be canceled without penalty and Renter may reschedule their booking within 3 months of the original booking date.

3. EVENT VENUE BOOKINGS TERMS AND CONDITIONS

A. Principal Terms

- Each venue hire is required to be at least 3-hour booking or valued equivalent to 3-hour booking.
- 30 minutes is given for bump-in/bump-out to set up and take down. Earlier access time can be discussed however is not guaranteed.
- Bookings are considered confirmed upon receipt of the full payment amount. If full payment is not received 3 weeks in advance to the booking slot, or if renter does not adhere to the agreed upon payment schedule, The Cluster reserves the right to release the booking slot.
- Booking times and locations may be changed or canceled in exceptional circumstances by The Cluster due to changes in the internal programme. Renters will be given notice of cancellation in writing as far in advance of the booking date and time as is reasonably practicable.

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B. Payment - Bookings are confirmed upon receipt of full payment. Full payment is required 24 hours prior to the event booking date. We accept credit card, direct debit and bank transfer payments.

- All credit card payments incur 2% surcharge.
- All bank fees are to be borne by the remitter.

C. Invoices - The Cluster will send out invoices and other billing-related information and notices to billing contacts as advised by the Renter.

D. Changes and Cancellations

- Changes to bookings must be made in writing (email) fourteen (14) days prior to the booking date.
- In the event that the event is canceled less than fourteen (14) days in advance, The Cluster reserves the right to retain the full amount.
- In the event of cancellation with more than fourteen (14) days written notice, The Cluster shall refund to the Renter the rental fee minus the 10% non-refundable deposit. The remaining sum, net of the deposit, will then be returned via bank transfer - with all bank fees and charges borne by the Renter.
- Changes to event space booking dates must be made in writing up to three (3) days in advance. In the event that the rental is rescheduled less than three (3) days in advance, The Cluster reserves the right to charge up to 50% of the total rental amount. Renters may postpone their bookings up to a maximum of 2 times, within 6 months of the original booking date.
 - Should renters change the date of their bookings for more than 2 times and/or past 6 months of the original booking date, The Cluster reserves the right to cancel the booking and retain up to 50% of the total rental amount. The remaining sum will then be returned

via bank transfer - with all bank fees and charges borne by the renter.

- In the event of extreme weather conditions or restrictions imposed by the government falling on the day of the booking date, the booking will be canceled without any penalty and Renter may reschedule their booking within 6 months of original date.

4. RESPONSIBILITY

- A. The Renter is responsible for the conduct of the guests and indemnifies the venue for all costs, expenses, damage and loss caused by any act made by the Renter or the Renter's guests.
- B. Should any of the Renter's guests be unable to correct any aspect of poor behaviour The Cluster reserves the right to terminate your event, should this occur no charges will be refunded.
- C. The Cluster does not accept responsibility for damage to, or loss of, any Renter property left on the premises prior to, during or after a function (including hired equipment/goods).
- D. Renters will be held responsible for ensuring that their guests behave and consume alcohol in a responsible manner and that guests under the age of 18 years old do not consume alcohol.
- E. The Cluster reserves the right to request proof of identification before allowing consumption of alcoholic beverages to guests.
 - The Cluster reserves the right to stop the supply of alcohol to the function guests, or any particular guest/s if it becomes apparent at any time (even prior to scheduled finish) that the guests are intoxicated.
 - Any patron drinking at The Cluster, who then leaves the venue, is responsible for their own actions

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and The Cluster shall not be held responsible.

5. WILFUL DAMAGE

- A. The Cluster reserves the right to pass on any costs to you incurred by your function. The below but not limited to:
- Additional Cleaning Charge for any function that uses glitter, confetti, sparkles, streamers etc.
 - Any damage that can be considered over and above fair wear and tear.
 - Disappearance of any item or fixture from the venue that can be deemed to have occurred by you or someone from your function.

6. EVENT TYPES

Please note The Cluster only caters to business events. The Cluster does not cater for hens/bucks, birthdays or large social parties.

7. CATERING KITCHEN

- A. Access to the kitchenette during the function is restricted to those properly authorised by the Renter to assist in catering duties. It is a prohibited area of the venue for any guests who are not involved in directly assisting.
- B. The Renter acknowledges the damage to equipment or injury to persons arising from the use of the venue, as well as the kitchen or other catering functions within The Cluster will be the responsibility of the Renter and that The Cluster will not be of any liability or responsibility for such damage or injury.
- C. Any damage to the kitchen or any appliances as a result of the use of the kitchen during the function will be of the responsibility of the Renter.
- D. The Cluster provides a number of fire safety items of equipment, both in the kitchen and throughout the venue, the Renter agrees to familiarise him/herself

with the use and location of these before the function and to ensure the persons involved in the catering for the function are similarly, aware of the location and use of these items of equipment.

- E. All alcohol served in the lounge must go through a licensed caterer. Assigned caterer must show proof of license to The Cluster prior to the event.

- F. Alcohol must not be served after 10pm.

8. CATERING DELIVERIES

The Cluster must be made aware of all deliveries being made at minimum 3 days prior to the event.

Deliveries for the event can only be made 24 hours in advance; The Cluster will not hold products more than 48 hours.