

WTC VENUES BOOKING FORM

PREMISES: ☐ WTC ELITE CLUB WHOLE FLOOR ☐ BOARD ROOM ONLY ☐ OUTDOOR AREA
☐ ATRIUM LEVEL AREA ☐ MEZZANINE LEVEL AREA

CUSTOMER NAME: ABN

FUNCTION NAME:

DATE: BOOKING #:

PAX: CONTACT PERSON:

EMAIL: PHONE:

FUNCTION DETAILS

DATE	START TIME	END TIME	SPACE	SESSION NAME	GUESTS	SETUP INFO
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ESTIMATED BUDGET OUTLINE

ITEMS	QTY	COST	TOTAL (INC.GST)
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VENUE COST

CLEANING FEE

FOOD & BEVERAGE

STAFF FEE

TOTAL

BOOKING MANAGEMENT

WTC Melbourne has partnered with Asia Media Pty Ltd ("AM") as its authorised venue management company for the WTC Elite Club at Level 10, Tower 3. AM manages venue bookings, event coordination, and customer services on behalf of WTC Melbourne.

FUNCTION TIMES

The contracted function times include all bump-in, event operation, and bump-out periods, including access for all third-party suppliers, contractors, entertainers, decorators, and caterers. Any request for access outside the contracted booking period is subject to venue approval and may incur additional charges at the applicable hourly venue hire rate. Early access and extended event times are subject to availability and must be arranged in writing prior to the event.

VENUE HIRE FEES

Venue hire fees are charged in accordance with the current WTC Elite Club Venue Hire Rates Schedule or any applicable promotional materials specifying venue hire pricing. Unless otherwise stated, all venue hire fees are based on the booking package selected by the customer and are exclusive of GST as set out in the Rates Schedule. All bookings are subject to venue availability, confirmation by Asia Media Pty Ltd, and any applicable minimum booking requirements.

ADDITIONAL CHARGES

The following additional charges may apply:

- **Cleaning Fee:** \$330 +GST per event without food & Beverage, or \$550 +GST for events involving food and beverage service.
- **Security Personnel:** Additional security may be required for evening functions or events deemed high-risk by the venue. Price will be quoted separately.
- **Audio Visual Services:** AV equipment, technical support, and presentation services are available upon request and will be quoted separately.
- **Event Management Services:** Event coordination and management services may be provided upon request and charged separately.
- **Additional Venue Time:** Any extension beyond the contracted booking period will be charged at the applicable hourly venue hire rate.

CATERING AND FOOD SERVICES

The venue offers catering packages and customised catering options with numerous food providers. Catering charges are additional to venue hire fees unless otherwise agreed in writing.

Menu selections, catering quantities, and dietary requirements must be confirmed prior to the event. Menu items may be adjusted based on seasonal availability.

BOOKINGS OVER 100 GUESTS

For bookings with Food & Beverage Package exceeding 100 guests:

- A 40% discount on venue hire fees may be applied.
- All discounts and arrangements are subject to final approval and confirmation by the venue.

NON-PROFIT ORGANISATIONS

Eligible not-for-profit organisations may access discounted venue hire rates upon provision of valid supporting documentation. The venue reserves the right to verify eligibility before confirming the booking.

PAYMENT

All venue hire fees, catering charges, additional services, and any incidental costs incurred during the event are payable in accordance with the venue's invoice terms. Any outstanding balance must be paid before or immediately following the event unless otherwise agreed in writing.

PAYMENT TERMS

DUE DATE	DESCRIPTION
Within 7 days of making the tentative booking	50% deposit of the minimum spend
7 days prior to the function	Remaining 50% balance of the function spend
7 days after conclusion of the function	Any additional charges which may have been incurred during the function

ALCOHOL AND LIQUOR LICENSING

Where alcohol is supplied, sold, or consumed at the event, the customer must comply with all applicable liquor licensing laws and venue policies. If the event supply alcohol, the customer may be required to obtain a Temporary Limited Liquor Licence or provide evidence that their existing licence covers the event and venue location. The venue reserves the right to prohibit alcohol service where appropriate licensing requirements have not been met.

Company Representative Signature

Position & Full Name

Date:

General Information and Terms and Conditions of Booking

1. CUSTOMER COMPLIANCE WITH CONDITIONS

WTC Elite Club and any other applicable licensed venues ("Venue") are operated in partnership with Asia Media Pty Ltd (ABN 49 607 056 548). The Customer must ensure that it and its guests, employees, officers, contractors and representatives comply with these terms and conditions as a condition of their entry into the Venue and the provision of the function. The Booking Form plus the general information and the terms and conditions of booking make up the Booking Agreement between the Venue and the Customer ("Booking Agreement"). This Booking Agreement will supersede any other agreement between the Venue and Customer with regard to the function.

2. CONFIRMATION OF BOOKING

A booking will be considered tentative pending confirmation via receipt of the deposit and signed Booking Agreement, both to be received within seven days of placing the tentative booking. If this period has elapsed without the booking being confirmed, the Venue reserves the right to cancel the unconfirmed booking and release the date for re-sale. If the Customer alters the function type or increases/decreases the number of guests, the Minimum Spend will be subject to change based on the differences between the number of guests and the final function type as at the time of the booking.

3. PAYMENT

Terms of Payment

Unless approved credit arrangements have been made with the Venue, the Customer must pay the fees as set out below. Fees will not be deemed to be paid until cleared funds are received.

Unless an alternative arrangement has been agreed to by the Venue in its absolute discretion, a deposit of 50% of the booking fee is required to confirm the booking. The deposit must be paid within seven (7) days of making the tentative booking. This amount will be applied against the final tax invoice as part payment of the function cost.

The remaining 50% balance of the booking fee, less any deposit already paid, is payable in full seven (7) days prior to the function date.

If any outstanding balance remains payable at the conclusion of the function, the Customer is liable to pay the Venue Hire Fee and any additional charges incurred during the function. These payments are to be settled at the conclusion of the function as part of the final taxable invoice.

Credit Balances – the Venue will refund any credit balances within 14 days after the function date, if applicable.

Function extensions:

The Customer may discuss the extension of the function

duration with the Function Coordinator. The Venue may not be able to agree to the extension due to staffing availability and rosters, licensing requirements, or the like. Where an extension is agreed between the Customer and the Venue, the Customer must follow any additional conditions imposed by the Venue and pay an extension fee. The fee payable is to be advised and agreed in advance of the function. Payment of the extension fee is payable in advance of the function, as an additional payment outside of the Minimum Spend.

Function extensions will not be provided during or towards the conclusion of the function.

The function duration can only be extended by the Customer or the Customer's nominated representative, in consultation with the Venue's Function Coordinator.

Non-Payment:

If the Customer does not adhere to the payment obligations, the Venue has the right to immediately terminate the booking and function.

Cancellation / Postponement Policy:

If a Customer cancels or postpones a function, the following cancellation fees will apply:

If the cancellation or postponement is notified to the Venue more than 48 hours prior to the function date, the deposit may be transferred to a new date at the same venue, subject to venue availability and management approval.

If the cancellation or postponement is notified to the Venue within 48 hours prior to the function date, all payments made, including the deposit, are strictly non-refundable.

If the cancellation or postponement is notified to the Venue less than 14 days but more than 7 days prior to the function, food costs which have already been incurred by the Venue will be charged, any other out-of-pocket expenses incurred by the Venue will be charged, and any balance of the deposit may be transferred to a new date at the same venue, subject to venue availability and management approval. Any remaining balance of the function payment must still be paid in accordance with the agreed payment terms unless otherwise approved by the Venue in writing.

If the cancellation or postponement is notified to the Venue less than 7 days prior to the date of the function, the deposit will be retained by the Venue, food costs which have already been incurred by the Venue will be charged, any other out-of-pocket expenses incurred by the Venue will be charged, and all payments made are non-refundable. Any outstanding balance due under the Booking Agreement remains payable by the Customer.

Where a cancellation or postponement has occurred in the circumstances provided for the Customer may also be charged a fee in instances where the Venue has made reasonable endeavours but has been unable to book a replacement function on the same day as the Customer's function, due to the late nature of the Customer's cancellation. Such payment will be reasonably determined by the Venue, in its sole discretion, having regard to the busyness and popularity of the period that the function

was booked in and the time of year. The cost will be payable by the Customer in the final taxable invoice. These fees are subject to the Customer's refund and remedy rights under the Australian Consumer Law.

4. PUBLIC HOLIDAY SURCHARGE

There will be a surcharge of 20% applied on all food and beverage charges for functions held on Public Holidays, whether or not the Public Holiday is gazetted at the time of confirmation. A 10% surcharge will apply to functions held on New Year's Eve. Exceptions to the surcharge may apply where determined by the Venue, in its absolute discretion.

5. TAXES

All prices quoted are in Australian dollars and include 10% goods and services tax.

6. CATERING SELECTIONS & CATERING CHARGES

Food and beverage selections and the confirmed number of guests must be provided 14 days prior to the function date.

7. MENU AND DIETARY REQUIREMENTS

Whilst all care will be taken to provide special meals to meet all dietary requirements, the Venue is unable to guarantee that there are no allergens in the food and beverages served during the function. For extreme allergies, special arrangements must be discussed with the Function Coordinator.

Whilst all care will be taken to identify guests who have requested a special dietary meal, the responsibility lies with the guest to identify themselves to service staff, and they are responsible for their consumption of all foods whilst at the Venue.

8. EXCLUSIVE SUPPLY ARRANGEMENTS

Please be aware that the Venue may have exclusive supply arrangements with selected suppliers for certain food and beverage products. Whilst the Venue will endeavour to offer a broad range of products where possible, product availability may be limited to the Venue's selected suppliers and available product range.

9. NUMBER OF GUESTS

The confirmed number of guests must be provided 14 days prior to the function date for catering purposes. Minor increases to the confirmed number of guests (up to 5%) can be accommodated up to 48 hours in advance of the function if communicated to the Venue prior to the function. An increase in guest numbers may increase the Minimum Spend payable for the function, and any additional charges incurred will be payable as part of the final taxable invoice.

If the number of guests falls below the confirmed number of guests by more than 5%, the Minimum Spend will not be achievable and the Customer will be liable to pay the Venue Hire Fee at the conclusion of the function.

The Venue's acceptance of any variations to the number of guests is subject to any additional conditions advised by the Venue.

10. VENUE CAPACITY

There is a stipulated maximum number allowance at the Venue based on licensing regulations. The function must adhere to the licensing regulations.

11. MANAGEMENT RESERVES ALL RIGHTS

All guests attending a function are required by law to present ID at the request of the Venue. It is the Customer's responsibility to ensure its guests are aware of this requirement. If a Customer or their guests are dressed in offensive attire or are intoxicated or of the like, the Venue may refuse admission and/or remove persons from the Premises.

12. RESPONSIBLE SERVICE OF ALCOHOL

The Venue Management Team is committed to the responsible service of alcohol and maintaining a safe, respectful and enjoyable environment for all guests, staff and contractors. The Customer acknowledges and agrees that:

The Venue Management Team may refuse entry to any person who appears intoxicated, disorderly, aggressive or otherwise poses a risk to the safety, comfort or wellbeing of other guests, staff or contractors.

Alcohol will only be served in accordance with the Liquor Control Reform Act 1998 (Vic), Responsible Service of Alcohol (RSA) requirements and any applicable liquor licence conditions.

The Customer must advise the Venue Management Team in writing if any persons under the age of 18 years will be attending the event. Minors must remain under the supervision of their parent, legal guardian or responsible adult at all times and must not consume or be supplied with alcohol under any circumstances.

Where alcohol is to be served and minors will be present, the Venue Management Team may require evidence that the event is appropriately licensed, including the provision of a Temporary Limited Liquor Licence or other relevant approval where required by law.

The Venue Management Team reserves the right to limit or cease the supply of alcohol to any guest at any time where required by law, venue policy or RSA obligations.

Alcohol must not be supplied to contractors, suppliers, entertainers, security personnel, production crew or any person undertaking work duties during the event.

The Venue Management Team may immediately suspend alcohol service or terminate the event where guest behaviour becomes unsafe, unlawful, disruptive or otherwise breaches venue policies, licensing requirements or directions issued by venue staff.

The Customer is responsible for ensuring that guests behave in an orderly manner and depart the Venue safely, quietly and with consideration for neighbouring tenants, businesses, residents and other patrons of WTC Melbourne.

Any breach of liquor licensing laws, RSA requirements or venue policies may result in the immediate termination of the event without refund and any associated costs being charged to the Customer.

13. SMOKING

Smoking may be allowed in designated smoking area/s. The Customer is asked to ensure that its guests dispose of their cigarette ash, butts and matches thoughtfully, using the ashtrays provided. Any costs arising from the setting off smoke detectors, whether by unauthorised smoking, or as a direct result of activity generated by the function, will be borne by the Customer unless caused by any act or omission of the Venue or its employees or agents.

14. DECORATIONS/THEMING

The use of confetti, glitter, scatters, rose petals, and the like as determined by the Venue, are prohibited. Should these materials be used without the prior written consent of the Venue, an additional cleaning fee will be charged, as determined on a case by case basis by the Venue.

Nothing is to be nailed, screwed, stapled or adhered to any wall, door, ceiling or fixture of the Premises, unless authorised by the Venue. Smoke machines, pyrotechnics and flammable liquids may not be used in any area of the Premises. Candles may be used with the prior written approval of the Venue.

15. REHEARSALS/ENTERTAINERS

Please liaise with the Function Coordinator about the nature of your entertainment. All entertainment must be approved by prior arrangement with the Venue. Entertainment which is sexually explicit, or which may be considered offensive, dangerous, noisy or otherwise objectionable will not be permitted at the Premises. All electrical equipment must be tested and tagged. No equipment or items may be brought onto the Premises which may present a hazard, as determined by the Venue on a case by case basis.

Rehearsal times need to be approved in advance by the Venue if requested by the Customer. If rehearsal times are required outside the timings provided by the Venue for the function, an additional cost may be added to the final taxable invoice in the Venue's absolute discretion, acting reasonably, due to the additional time required in the Venue.

Meals and crew room for band members, production personnel etc., can be arranged when requested by the Customer, and will be quoted according to the Customer's specific requirements. Such costs will be payable by the Customer at the end of the function on the final taxable invoice, unless invoiced to the Customer prior to the function.

If entertainers, performers or DJs are booked directly by the Customer, they must be scheduled to complete their performance at the same time that the bar is scheduled to close. Any equipment or the like brought onto the Premises by any entertainer, performer or DJ must be removed at the end of the function, within the 'bump out' time period, unless otherwise agreed and organised by the Venue.

16. PREFERRED SUPPLIERS

The Venue has preferred suppliers for staging, production, lighting, floristry and related services. Should the Customer wish to use alternative suppliers, prior approval must be obtained from the Venue, and a detailed brief must be submitted to the Function Coordinator at least 30 days prior to the function date.

The Venue may utilise preferred in-house or external audio visual suppliers for certain events and technical requirements. If the Customer wishes to arrange AV services through an alternative supplier, the Venue may require an approved AV technician to be present during the event. Any additional costs associated with external AV suppliers or technical supervision may be charged to the Customer. Please discuss your AV requirements with the Function Coordinator prior to the event.

17. DELIVERY OF ALL EQUIPMENT, DECORATION, EFFECTS AND FLOWERS

All deliveries to the Venue must be arranged with the Function Coordinator. All deliveries must be clearly marked with the Customer's details. The number and names of people involved with the delivery, their expected times of arrival, and equipment requirements must be conveyed to the Function Coordinator by the Customer at least 24 hours prior to the function date.

There is no short- or long-term storage available for equipment or the Customer's personal property at the Premises and it should be removed at the end of the function. In the Venue's absolute discretion, it may allow for the collection of goods to occur before 10.00am the day following the function.

The Venue will not take responsibility for any Customer or third-party supplier goods left on the Premises. The Venue will provide 7 days' notice to the Customer to remove any property or third-party goods left on the Premises after the function. After such time, it will be removed from the Premises and disposed of.

18. CHANGES TO PUBLIC AREAS

The Venue's displays and its configuration of its public areas are subject to change at the absolute discretion of the Venue, including from the time of the Customer's initial site inspection to the time of the function. The Venue will endeavour to not alter the site of the function where agreed with a Customer who has a confirmed booking, unless absolutely necessary. The Venue will make reasonable efforts to communicate any changes that may affect a particular function.

19. CLEANING CHARGES

Contract cleaners are employed by the Venue, the cost of which is included within the services provided to the Customer by the Venue when it is deemed a routine clean by the Venue, in its absolute discretion. If substantial additional cleaning is required after a function as the direct or indirect result of the Customer or its guests, the costs will be added to the final taxable invoice in the Venue's absolute discretion, acting reasonably.

20. SECURITY CHARGES

Extra security charges may be applicable for certain functions. Management reserves the right to determine the security required for any function. The Customer will be advised whether extra security is required for their function at least 7 days prior to the function date, along with the reasoning for the extra security. If extra security is required at a function, the costs will be added to the final taxable invoice in the Venue's absolute discretion, acting reasonably.

21. DAMAGE

The Customer will be responsible for any damage or loss sustained to the Premises, including any equipment or fittings in the Premises, however caused by the Customer, its employees, officers, contractors, guests, members, patrons, invitees or any other persons associated with them, and will be charged for any repairs or replacements as deemed necessary by the Venue.

Damage or loss sustained to the Premises by virtue of the willful or negligent act or omission by the Venue or its employees or agents is not the responsibility of the Customer.

22. EXIT

Exit signage and security cameras must not be covered and access must not be blocked off to any exit under any circumstances.

23. LOST PROPERTY

The Venue will not accept any responsibility for any property left on the Premises prior, during or after the function. The responsibility for personal property, equipment and/or any other such items lies solely with the Customer, its guests and its agents.

24. CUSTOMER'S GENERAL OBLIGATIONS

The Customer must:

allow the Venue Management Team, WTC Melbourne, and their employees, contractors, agents and authorised representatives free access to and egress from all parts of the Premises at all times;

not engage in, or permit any guest, contractor, supplier or representative to engage in, any behaviour or activity that, in the reasonable opinion of the Venue Management Team, is dangerous, threatening, unlawful, disruptive, offensive, discriminatory, abusive, excessively noisy or otherwise objectionable;

use the Premises only for the purpose specified in the Booking Agreement and not for any unlawful or unauthorised purpose;

not make, or permit to be made, any alterations, additions, installations, fixings or modifications to the Premises without the prior written consent of the Venue Management Team;

comply, and ensure that its guests, contractors and suppliers comply, with all applicable Commonwealth, Victorian and Local Government laws, regulations, permits, notices, directions and venue policies;

obtain and maintain all licences, permits, approvals and consents required for the conduct of the function;

ensure that all contractors, entertainers, suppliers and service providers engaged by the Customer comply with the Venue's safety, operational and insurance requirements;

comply with all directions given by the Venue Management Team, WTC Melbourne, building management, security personnel, emergency services and authorised officers in relation to safety, security and venue operations; and

be responsible for the conduct of its guests, contractors, suppliers and invitees at all times during the function and while on the Premises.

Allow the Venue and its agents or employees free access to and egress from all parts of the Premises;

Not carry on, or allow to be carried on by any of its guests or agents, in or at the Premises, any behaviour or activity that is in the opinion of the Venue dangerous, threatening, noxious, offensive, illegal, noisy or objectionable; Not use, or allow the Premises to be used by any of its guests or agents, for any purpose other than for the function or that for which the Premises was designed; Not make, or allow to be made by any of its guests or agents, any alterations or additions to the Premises without written consent from the Venue; and Endeavour to observe all relevant laws, regulations, notices and orders.

25. INDEMNITY

The Customer indemnifies the Venue to the fullest extent permitted by law from and against:

All claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature which the Venue may suffer or incur in connection with loss of life, personal injury, damage to property, harassment, discrimination or defamation incurred or suffered directly or indirectly in connection with this Booking Agreement, or the use of the Premises by the Customer, its employees, officers, contractors, guests, members, patrons, and invitees or any other persons associated with them, except to the extent that such injury, loss or damage arises by reason of a willful or negligent act or omission of the Venue or its employees, agents or contractors; and The Venue is not liable or responsible to the Customer or

any employees, officers, contractors, guests, members, patrons, and invitees or any other persons associated with the Customer for any loss of life, personal injury, damage to or loss of property, harassment, discrimination or defamation which may be suffered at the Premises, except to the extent such injury, loss or damage arises by reason of a willful or negligent act or omission of the Venue or its employees, agents or contractors.

26. TERMINATION

The Venue shall be entitled to immediately terminate the function and this Booking Agreement if:

the Venue has provided the Customer with notice that the Customer is in breach of the Booking Agreement and the Customer has failed to rectify such breach within seven (7) days of receiving the notice; or

the Venue becomes aware of circumstances that may make the carrying out of the function unviable, unlawful, or reasonably likely to jeopardise public safety or order, involve an unacceptable risk of personal injury, or involve an unacceptable risk of damage to property or the Premises; or

the Customer, its guests, contractors, suppliers or invitees fail to comply with any applicable law, licensing requirement, safety requirement, or direction issued by the Venue Management Team, WTC Melbourne, building management, emergency services or any authorised authority; or

the Venue reasonably believes that the continuation of the function may adversely affect the safety, reputation, operations or legal obligations of the Venue, WTC Melbourne or Asia Media Pty Ltd.

In the event of termination under this clause, the Venue reserves all rights available under the Booking Agreement and applicable law.

The Venue shall be entitled to immediately terminate the function and this Booking Agreement if:

The Venue has provided the Customer with notice that they are in breach of the Booking Agreement and the Customer has failed to rectify such breach within 7 days of receiving the notice and is therefore in breach of these terms and conditions; and The Venue becomes aware of conditions which may make the carrying out of the function unviable, or which are reasonably likely to jeopardise public safety or order, involve an unacceptable risk to personal injury, or involve an unacceptable risk to damage to property or the Premises.

27. LIMITATIONS

Nothing in these Terms and Conditions excludes, restricts or modifies any rights, guarantees, remedies or protections available to the Customer under the Competition and Consumer Act 2010 (Cth), the Australian Consumer Law, or any other applicable law that cannot lawfully be excluded, restricted or modified.

To the maximum extent permitted by law, all terms, conditions, warranties, guarantees and representations,

whether express, implied, statutory or otherwise, are excluded except as expressly stated in these Terms and Conditions.

Where liability cannot be excluded by law, the liability of the Venue Management Team, WTC Melbourne and/or Asia Media Pty Ltd is limited, to the maximum extent permitted by law, to either:

- (i) supplying the function or services again; or
- (ii) paying the cost of having the function or services supplied again.

To the maximum extent permitted by law, the Venue Management Team, WTC Melbourne and Asia Media Pty Ltd will not be liable for any indirect, consequential, incidental, special or exemplary loss, damage, cost or expense, including but not limited to loss of profits, loss of revenue, business interruption, loss of opportunity, loss of goodwill or economic loss arising from or in connection with the function, the Premises or these Terms and Conditions.

(e) Nothing in this clause limits liability for loss or damage caused by the wilful misconduct, fraud or negligence of the Venue Management Team, WTC Melbourne or Asia Media Pty Ltd where such liability cannot be excluded by law.

28. UNFORESEEN CIRCUMSTANCES

If the Venue is unable to perform or will be delayed in performing the function or any of its obligations under the Booking Agreement by virtue of any act or event outside of its reasonable control including, but not limited to, cessation or interruption of electricity, water or gas supply, industrial disputes, plant or equipment failure, unavailability of foodstuffs, fire, storm, flood, earthquake, explosion, war, invasion, insurrection, sabotage or regulatory action or law, the Venue reserves the right to terminate the booking and/or function at any time and will refund the Customer the funds paid to the Venue under this Booking Agreement without the Venue having any further liability to the Customer.

29. PHOTOGRAPHY

The Venue will seek the consent of the Customer, on its behalf and on behalf of its employees, officers, contractors, guests, members, patrons, and invitees or any other persons associated with them, to use and reproduce any photography and/or videography taken of the Customer, its employees, officers, contractors, guests, members, patrons, and invitees or any other persons associated with them, on the function day by the Venue for publishing or reproducing the images and recordings in any medium, including websites, magazines or brochures, for public relations, promotions, commercial or advertising purposes.