

Our standard Terms and Conditions below have been designed to clarify the arrangement between both parties, the Client (the room hirer) and Management Consultancy International "MCI" (the Company).

Your booking and payment constitute a contract to hire venue facilities provided by MCI.

1. Confirmation of Booking

The Client will be required to sign and return the Booking Confirmation Form to secure the room hire with MCI. Once the form is received, the client will pay in full either by Electronic Funds Transfer (EFT) to the account nominated by MCI or to a nominated credit card within 3 business days of receipt of the booking form.

2. Rates

The Room Rates as shown on the website are exclusive of GST.

3. Payment Terms and Methods

3.1 The client will be invoiced within 3 business days upon receipt of the Booking Confirmation Form. A receipt will be issued no later than 10 business days by electronic mail upon the receipt of the client's Booking Confirmation Form and payment.

3.2 Goods and Services Tax

All prices quoted for the room hire only are exclusive of GST.

3.3 Payment Methods

Payment can be made by Electronic Fund Transfer (EFT) to MCI nominated account or by the following credit cards, MasterCard, Visa, or American Express. There is a 3% surcharge applicable for payment by American Express.

4. Cancellation Policy

4.1 For full refund, cancellation notification must be received in writing no less than 10 business days prior to the client room hired date.

4.2 For 50% refund, cancellation notification must be received in writing no less than 5 business days prior to the client room hired date.

4.3 There will be no refund for any cancellation with less than 5 business days notification.

5. Attendees

5.1 The Client and their attendees acknowledges responsibility for the conduct of attendees.

5.2 The Client acknowledges if any damage is caused by attendees to premises or equipment the client will be liable for cost of repair and/or replacement. The Client acknowledges and will ensure the orderly behaviour of attendees, and will avoid disturbing other clients by creating excessive noise or display conduct which MCI reasonably believes to be inappropriate.

5.3 The Client further acknowledges and will ensure all attendees will comply with health and safety directions by MCI staff.

5.4 In the event of a breach of these Terms and Conditions causing damage or nuisance to our neighbours, or our having reasonable grounds for fearing such damage or nuisance, we reserve the right:

- (i) to require the client or attendees (or representatives of either) to leave the venue;
- (ii) to terminate the event immediately, if the noise or nuisance cannot be controlled at an acceptable level and the offending party refuses to leave;
- (iii) to disconnect electricity supplies to noise producing or audio visual equipment; and
- (iv) to cancel any further bookings made by the client

5.5 The Client acknowledges that they are not permitted to use the MCI WiFi and other IT equipment to display any material that can be considered to be offensive in nature. This includes but not limited to gambling, the downloading and viewing of pornography, material promoting the use of violence and or terrorism and the downloading and use of any pirated software or materials.

6. Damage

The client is responsible for the space allocated during the event. Any damage to allocated rooms or contents (or any other part of our venues) incurred as a result of the client or their attendees' acts omissions or negligence will result in an invoice based on:

- (i) the costs of repair(s) and
- (ii) for any consequential or foreseeable damages or
- (iii) loss of revenue suffered by MCI as a natural, direct consequence of the damage.

7. Client Property

Whilst all reasonable efforts are made to ensure our premises are safe and secure, we do not accept any liability for any theft, loss or damage to clients' and visitors' property.

8. Liability Provisions

8.1 Each party to this Agreement, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party from any and all demands, claims, damages to persons or property, losses, and liabilities, (collectively, "Claims"), solely caused by the indemnifying party's negligence or wilful misconduct in connection with the provision and use of MCI facilities as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitations of liability laws, nor shall it waive any defences either party may have with respect to any claim.

8.2 No waiver by MCI of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.3 Neither party will be liable for any delay in performing or failure to perform our respective obligations (other than a payment obligation) under these Terms and Conditions due to any cause outside their reasonable control. Such delay or failure will not constitute a breach of these Terms and Conditions and the time for performance of the affected obligation will be extended by such period as is reasonable.

8.4 MCI shall have no liability for (i) loss of profit suffered by you which flows as a natural, direct and/or obvious consequence from our breach of these Terms and Conditions; or (ii) any indirect, consequential or incidental loss, damage, cost or expense of any kind whatever, howsoever the losses described in these conditions are caused except in the event of wilful misconduct.

9. General Terms

9.1 These Terms and Conditions (and any provision and/or information relating to them) are confidential and the Client shall not (unless required by law or relevant authority) disclose any part of them to anyone else without the prior written consent from MCI which will not be unreasonably withheld.

9.2 Any variation in these Terms and Conditions must be agreed by us in writing and signed by an authorised official of MCI. Any changes by the Client to these terms and conditions without MCI prior written consent shall not be binding.

9.3 If any provision of these Terms and Conditions are found to be invalid, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

9.4 These Terms and Conditions shall be governed by the laws and legislations of New South Wales.

10. Catering

10.1 Filtered water, tea, coffee and biscuits are included in the room costs.

10.2 Catering costs are not included in the room rate. MCI can provide a variety of catering local options upon client's request.