



**MARQUEE BOOKING FORM**

Secure your Marquee Space for your Chevron City to Surf for Activ Team at City Beach Oval post race to avoid disappointment! Marquees will be allocated on a first come, first served basis and they are guaranteed to sell out.

The size of your marquee will be determined by the number of guests on this form. Should your booking requirements change please contact a Chevron City to Surf for Activ team member. Please send this form by email to [events@perthcitytosurf.com.au](mailto:events@perthcitytosurf.com.au) and ensure you have read the Terms and Conditions below.

CONTACT NAME	
COMPANY NAME	
COMPANY DETAILS	
COMPANY ADDRESS	
CONTACT NUMBER	
CONTACT EMAIL	
<b>TOTAL NUMBER OF GUESTS</b>  <b>30 guests maximum = \$900</b>  <b>30 to 45 guests = \$1350.</b>  <b>Greater than 45 guests = \$1350 plus \$30 per additional guest after 45 guests.</b>	_____ guests  (marquee costs only, does not include catering and equipment)  TOTAL: \$_____

By signing this form you agree to the Terms and Conditions of the Chevron City to Surf for Activ Marquee Sales

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Please circle:            **VISA**                      **MasterCard**                      **AMEX**                      **Diners**

Card Number: \_\_\_\_\_

Name on card: \_\_\_\_\_ Expiry Date: \_\_\_/\_\_\_ CCV: \_\_\_\_\_

Signature of Card Holder: \_\_\_\_\_



## CHEVRON CITY TO SURF FOR ACTIV 2017

### Marquee Sales Terms & Conditions

1. **Payment** The Client agrees to pay 100% of the total cost shown on the Schedule of Details ("the Total Cost") within seven (7) days of its signature of the contract or within such longer period as Activ may in its sole discretion allow. Activ can if it chooses to do so, cancel the contract if the Total Cost has not been paid. In the event of cancellation, the provisions of clause 2 will apply.
2. **Cancellation**
  - (a) Without limiting Activ's right to claim payment under the contract or any loss and damage arising as a result of the cancellation thereof, if Activ or the Client for any reason, cancels this contract more than twelve (12) weeks before the event, the Client agrees that it must pay Activ, 50% of the Total Cost plus GST as a cancellation fee.
  - (b) If Activ (pursuant to clause 1 or any other right it has to do so) or the Client for any reason, cancels this contract less than twelve (12) weeks before the event the Client must pay to Activ the Total Cost plus GST as a cancellation fee.
  - (c) Any amount which has at the time of the cancellation been paid by the Client in respect of the Total Cost due, will be forfeited to Activ and will be deducted from the amount which is due as the cancellation fee.
  - (d) Notice of cancellation by the Client shall not take effect until it is received in writing by Activ. If the notice is not received on a working day then the notice will only take effect on the next working day after it is received. This clause (d) is inserted solely for the benefit of Activ.
3. **Alteration to the advertised package**

Every reasonable effort will be made to adhere to the advertised package, but any package may be altered or parts omitted or dates changed for any cause that Activ shall in its sole discretion consider to be reasonable. Activ is entitled without incurring any liability, to change the site and location of the hospitality facilities being provided.
4. **Cancellation of days play or event**

Without limiting any other provision hereof, Activ has no liability to make any refund to the client whatsoever if for any reason outside the control of Activ, a day's play or event be partly or wholly cancelled for any reason including bad weather. Activ recommends that the Client consider obtaining appropriate insurance coverage through its own Broker. Should a facility or venue for the event, for any reason be destroyed or made unusable Activ is not obliged to make any refund.
5. **Food and Liquor**

Activ has the sole right for the provision of food and liquor in all areas and no items of this nature shall be brought into the event venue. Activ shall adhere to the local licensing conditions for alcohol.
6. **Disclaimer and Indemnity**

The Client hereby waives and releases Activ from and indemnifies and holds Activ harmless against, any and all costs, damages, and expenses, which are incurred by the Client, its agents, employees and/ or guests and which arise in connection with this contract or the attendance at the event except to the extent that such costs, damages and expenses are caused or contributed by the negligent acts or omissions of Activ.
7. **Miscellaneous**
  - (a) The Client agrees that booking numbers must reflect the catering numbers to comply with the Department of Health's regulations.
  - (b) This agreement constitutes the sole and exclusive agreement between the parties. The Client acknowledges that no other warranties, representations written or verbal, have been made that are not reflected herein.
  - (c) This agreement is governed by and construed in accordance with the laws of Western Australia, and the Client agrees to submit to the exclusive jurisdiction of the Courts in that State. The client hereby irrevocably waives any objection to the venue of any legal process selected by Activ.
  - (d) The Client agrees to pay all fees incurred by Activ in re-covering any sum due under the Contract, (or resolving any dispute with the Client), on a full indemnity basis.
  - (e) The Client agrees that any claim or dispute under or arising out of this contract shall be dealt with as a general procedure case as contemplated by the Magistrates Court (Civil Proceedings) Act 2004 WA ("the Act") and that if Activ is a successful party in the case, then the Client agrees to pay all of the costs incurred by Activ regardless of the value of the claim or the relief claimed, and as contemplated by s25(7) of the Act, the Client agrees to pay Activ's costs on either an indemnity basis or under the applicable costs determination whichever is the greater.
  - (f) The person who signs for the Client represents that he or she has authority to make this contract on behalf of the Client. If it is found that by reason of the persons' lack of authority, the Client is not liable under this contract, then such person shall be deemed to have made this contract with Activ on his/her own behalf.