

CORPORATE & GROUP GOLF EVENT AGREEMENT

This Agreement made on the _____ day of _____ 20____

between: Liverpool Golf Club Limited ABN 72000101646 a Club incorporated in New South Wales and having its Registered Office at 198-228 Hollywood Drive Lansvale NSW 2166 (**the “Club”**);

and: _____ located at _____
_____ NSW _____ (**the “Client”**).

BACKGROUND:

- A** The Club offers Group Golf Events to the public at the Business shown in Schedule 1.
- B** The Client wishes to conduct a group golf and hospitality event at the Club’s business on the date shown in Schedule 1.
- C** The Client has agreed to pay the Club the Service Fees for the provision of the facilities on the Event Date.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Except where the context otherwise requires, these words and phrases have the following meanings:
“**Agreement**” means this Agreement and includes all schedules, attachments, amendments, modifications and variations made to this Agreement in accordance with its terms.

“**Claim**” means any claim, cause of action, suit, proceeding or demand of whatsoever kind or nature and howsoever arising which is made by any person against a party to this Agreement and which in any way relates to the subject matter of this Agreement or to the provision of any of the Services.

“**Cancellation Fee**” means the fee payable by the Client in accordance with Schedule 1 of this Agreement if the Event is cancelled by the Client less than 30 days prior to the Event Date or in accordance with Clause 5.3.

“**Deposit Amount**” means the amount shown in Schedule 1 which is payable immediately upon the execution of this Agreement and off-set against the final Service Fee for the Event.

“**Event**” means a group golf event arranged by the client on behalf of their guests or patrons and conducted at the Premises on the Event Date.

“**Event Date**” means the date upon which the Event occurs as shown in Schedule 1.

“**GST**” means any goods and services tax or other form of value added or consumption tax and includes GST as defined in Section 195-1 of the *New Tax System (Goods and Services Tax) Act 1999* (Cth).

“**GST Act**” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“**Insurance**” means all insurance policies of whatsoever kind or nature that in any way relate to the provision of the Services by the Manager to the Club.

“**Notice**” means any form of written communication given by one party to the other and includes facsimiles and emails.

“**Person**” means, as the case may be, any natural person, any guest of the Client, any trust, any Government Authority or other entity whatsoever.

“**Premises**” means the property described in Part B of Schedule One where the Club has immediately prior to entering into this Agreement carried on the Business.

“**Regulations**” means all regulations, by-laws and other rules made by any Government Authority pursuant to any applicable Legislation.

“**Service**” or “**Services**” means the services set out in Schedule Two.

“**Service Fees**” means the amount Client agrees to pay in accordance with Schedule 2 for the provision of the Services by the Club and subject to the Club supplying a Tax Invoice to the Client.

“**Supply**” has the meaning given to that term in the GST Act.

2. AGREEMENT TO PROVIDE SERVICES AND MANAGEMENT OBLIGATIONS

2.1. The Client hereby appoints the Club to provide the Services on the Event Date and subject to these Terms and Conditions.

3. CLIENT’S OBLIGATIONS

3.1. **(Co-operation):** The Client will not do any act or thing or omit to do any act or thing which prevents or hinders the Club from providing the Services in an efficient and cost effective way and will co-operate with the Club in respect of all aspects of providing the Services.

3.2. **(Reasonable Requests):** The Client will carry out all reasonable requests made by the Club in respect of providing the Services.

3.3. **(Provide Information)** The Client will ensure that the final number of players and guests are provided to the Club no less than seven (7) days prior to the Event Date. The Club will use its best endeavours to provide the services but will not guarantee that the quantities will be supplied if the Information is not provided within the time period specified.

3.4. **(Adherence to Law)** The Club reserves the right to refuse service of alcohol or remove from the premises any intoxicated guests. Under no circumstance can alcohol or food be brought onto the premises by the Client or their guests unless previously arranged and approved by the Management of the Club.

4. DAMAGES AND INSURANCE

4.1. **(Damages)** The Client assumes the responsibility for any and all damage or loss of his /her own property on Club premises.

4.2. The Club will make a Claim against the Client by way of a Notice for any such damages caused by the Client or their guests.

4.3. **(Insurance)** The Client will arrange for their own insurance and accept that the responsibility for any and all damage caused by him / her is not the responsibility of the Club.

5. WEATHER EVENTS

5.1. The Club will at its sole discretion determine the suitability of the golf course for play as a result of any weather conditions.

5.2. Should the Club determine that the course is unsuitable for play, the Client and the Club will use their best endeavours to agree a suitable alternative date to conduct the event during the following six month period. If the parties are unable to agree a suitable alternative date, the Cancellation Fee will not be payable and the Deposit Amount will be refunded.

5.3. Should the Club determine that the course is suitable for play and the Client refuses to conduct the Event, the Client will pay the Cancellation Fee.

6. PAYMENT OF SERVICE FEES

6.1. **(Obligation to pay Service Fees)** Subject to the receipt by the Client of a tax invoice for the Service Fees, the Client must pay the Club immediately and, in any event, prior to leaving the premises at the conclusion of the Event.

6.2. **(GST):** The Service Fee includes GST.

7. OTHER CONDITIONS

7.1 The Club agrees that the Client may provide alcoholic beverages for consumption only by their guests on the Event Date, subject at all times to the Client's Obligations referred to in Clause 3. The Client and the Club will agree the nature and quantities of the beverages to be supplied prior to the Event, provided that such quantities supplied will exceed the estimated amounts to be consumed by the guests.

EXECUTED as an Agreement by the parties on the day and year first mentioned.

SIGNED ON BEHALF OF:)
LIVERPOOL GOLF CLUB LIMITED)
ACN 72000101646 pursuant to)
Section 127 of the *Corporations Act 2001*)
in the presence of:)

Print Name:

Signature of Witness
Print Name:

SIGNED ON BEHALF OF:)
(_____))
in the presence of:)
)
)

Title:
Print Name:

Signature of Witness
Print Name:

SCHEDULE ONE

The Business	Golf club and golf course operations, licenced premises and related activities in accordance with the registered clubs act
The Premises	Hollywood Drive Lansvale NSW
Event date	
Number of Guests	
Contact Name	
Contact Phone Number	
Contact Email	
Deposit Amount	5% of the scheduled Service Fee
Cancellation Fee	10% of the scheduled Service Fee, inclusive of the Deposit

SCHEDULE TWO

SERVICE FEES			
Players for the Event			
Component	Number of Players	Unit Price	Total Cost
GOLF			
Green Fees		31.00	
Cart Hire		34.00	
FOOD			
OTHER			
Drinks Cart (Club server)		\$165	
Drinks cart (Own server)		\$88	
On course BBQ		\$175	
Golf Pro		\$500	
Club Hire		\$25	
TOTAL COST			

SERVICE FEE INCLUSIONS

1. Electric carts with modern GPS units
 2. Erection & removal of sponsor signs
 3. Nearest the Pin/Long Drive markers
 4. Score tabulation by Pro Shop Staff
 5. Registration tables
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