

THE PERTH MINT CORPORATE EVENTS TERMS AND CONDITIONS

INTRODUCTION

Welcome to The Perth Mint and thank you for choosing our Venue to host your Corporate Event.

We would be delighted to host your next corporate event and set out the terms and conditions for Corporate Events held at The Perth Mint.

Please read these terms and conditions before completing the Venue Hire Application Form as The Perth Mint Corporate Events Terms and Conditions and the Venue Hire Application Form constitute the Venue Hire Agreement (**Agreement**) between Gold Corporation t/a The Perth Mint (**The Perth Mint**) and the Client, when the Client makes a booking to host a Corporate Event at The Perth Mint (**Booking**).

The Perth Mint will only confirm your Booking when all the relevant documents and payments have been received by The Perth Mint in accordance with these terms and conditions.

Please do not hesitate to contact us if you have any questions.

TERMS AND CONDITIONS

1. DEFINITIONS

In these terms and conditions, the following definitions apply unless the context requires otherwise:

Agreement means the Venue Hire Application Form and these terms and conditions.

Business Days means a day that is not a Saturday, Sunday or public holiday in Western Australia.

Client means the person(s) or corporate body and/or its authorized representative(s) hiring and/or booking the Venue for a Corporate Event.

Deposit means 50% of the Venue Hire Fee (GST inclusive) payable by the Client to The Perth Mint in accordance with **clause 2(c)**.

Corporate Event(s) means the specific event or gathering being organised by the Client at the Venue.

Licensee means the Client entitled to enter and use the Venue in accordance with the Agreement.

Preferred Suppliers means The Perth Mint's list of partnered third-party suppliers for all catering and equipment requirements.

Premises refers to The Perth Mint building located at 310 Hay Street, East Perth, WA 6004.

Special Facility Liquor Licence means a liquor licence granted under the *Liquor Licence Act 1988 (WA)* authorizing the sale and supply of alcohol by The Perth Mint on the Premises.

The Perth Mint means Gold Corporation trading as “The Perth Mint”, a body corporate established under the *Gold Corporation Act 1987* (WA), its directors, employees, contractors, and its related body corporate.

Venue means The Perth Mint’s Forecourt and Gardens and Heritage Building located within the Premises.

Venue Hire Fee means the total amount payable by the Client to The Perth Mint for the use of the Venue and as specified in the Booking confirmation or invoice quote.

Venue Hire Period means the date and time agreed for the hire of the Venue as described in the Venue Hire Application Form.

Venue Hire Application Form means the Client’s information and Corporate Event details as set out in the form attached to these terms and conditions.

2. BOOKING AND CONFIRMATION PROCESS

- (a) The Client must complete the Venue Hire Application Form and return a signed copy of the form to The Perth Mint’s Corporate Events team in accordance with **clause 23**.
- (b) Upon receipt of the completed Venue Hire Application Form by The Perth Mint’s Corporate Events team, The Perth Mint will issue the Client with a sales order payment request for the Venue Hire Fee.
- (c) The Client will be required to make a 50% deposit of the required Venue Hire Fee (GST inclusive) as cleared funds to The Perth Mint via the acceptable payment method set out in **clause 6(a) (Deposit)**.
- (d) Upon confirming the Booking requirements in **clauses 2(a) and 2(b)** and receipt of the Deposit as cleared funds by The Perth Mint’s Corporate Events team, The Perth Mint will issue the Client written confirmation of the Booking via email (which will include booking details, payment schedule, and any additional information relevant to the booking). The Booking will not be confirmed until the Client has paid the Deposit.
- (e) Full payment of the remaining Venue Hire Fee must be paid at least five (5) days prior to the Client’s scheduled Corporate Event. The Perth Mint reserves the right to issue additional invoices after the conclusion of the Corporate Event in accordance with **clause 6(b)**.
- (f) The Perth Mint reserves the right to cancel any unconfirmed Booking after five (5) days of receiving a signed copy of the Venue Hire Application Form. The Perth Mint will provide the Client with a written notice to that effect.
- (g) For the avoidance of any doubt, The Perth Mint reserves the right to decline any Booking request, at its absolute discretion and without providing any reason, even after a completed Venue Hire Application Form has been submitted.

3. LICENSE GRANT TO ENTER AND USE VENUE

- (a) The Perth Mint grants the Client a limited right during the Venue Hire Period to enter and use the Venue for the Corporate Event in accordance with the terms of the Agreement.
- (b) The Client acknowledges that:
 - (i) it shall have the right to enter and use the Venue only as a Licensee and no relationship of a landlord and tenant is created between The Perth Mint and the Client under the Agreement; and
 - (ii) The Perth Mint retains control, possession and management of the Venue and the Client has no right to exclude The Perth Mint from the Venue.

4. RESERVATION DETAILS

4.1. Venue availability

- (a) **Availability for Venue Hire:** The Perth Mint is available for Venue hire between 5:30pm to 11:30pm, seven days a week (Monday to Sunday).
- (b) **The Perth Mint Shop Hours during Corporate Events:** The Perth Mint Shop is available to remain open and staffed until 9:00pm for Corporate Events scheduled between Monday to Friday.
- (c) **Weekend Availability:** The Perth Mint Shop will not be accessible and/or available for the Client or guests to view or make purchases during Corporate Events held on Saturdays and Sundays. The Diamond Masterclass add-on is also unavailable on Saturdays and Sundays.
- (d) **Sundays and Public Holidays Surcharge:** A 15% surcharge (calculated on the total Venue Hire Fee) will apply for all Corporate Events held on Sundays or public holidays in Western Australia.
- (e) **Heritage Building usage for Cocktail-Style Corporate Events:** The Client may host cocktail-style Corporate Events in the Heritage Building provided the number of guests does not exceed 125 persons.

4.2. Adverse weather and marquee requirement

- (a) For all Corporate Events booked in the Forecourt and Gardens between June and August, the Client agrees that a marquee must be hired in accordance with **clause 8**.
- (b) For Corporate Events booked at all other times, the Client acknowledges that a marquee will be required if The Perth Mint determines that adverse weather conditions are likely to impact the Corporate Event on its scheduled date. The Perth Mint will consider the following factors when determining the likelihood of adverse weather conditions:
 - (i) level of rainfall and if it will be accompanied by wind;
 - (ii) thunderstorms and/or lightning; and

- (iii) threat of a hailstorm.
- (c) The Perth Mint will notify the Client at least seven (7) days prior to the Corporate Event date if the Client is required to hire a marquee due to adverse weather conditions.
- (d) The Client agrees to use The Perth Mint's Preferred Supplier for the provision and supply of the marquee. The Perth Mint will obtain quotes from its Preferred Suppliers and will select the supplier based on cost-effectiveness, compliance with Venue requirements and operational suitability.
- (e) All costs associated with the hiring, installation and removal of the marquee will be the responsibility of the Client. The Client will be issued an invoice for these costs in accordance with **clause 6(b)**.
- (f) If the Client refuses to hire a marquee in accordance with **clause 4.2(b)**, the Client may:
 - (i) if the Corporate Event is a cocktail-style event, opt to host the Corporate Event inside the Heritage Building subject to complying with the requirements in **clause 4.1(e)**;
 - (ii) reschedule the Corporate Event at no additional cost to the Client in respect of the Venue Hire Fee; or
 - (iii) cancel the Corporate Event in accordance with **clause 7.1**, in which case, any applicable cancellation terms and charges will apply.
- (g) In the event the Corporate Event is cancelled due to adverse weather conditions, the Client agrees that The Perth Mint will not be held liable to reimburse the Client for any costs or fees that are non-refundable from any third-party suppliers.
- (h) Cancellation fees from third-party suppliers booked by The Perth Mint may be passed onto the Client, and these costs will be invoiced to the Client in accordance with **clause 6(b)**.

5. CLIENT GUEST DETAILS

- (a) The Client must provide:
 - (i) final guest numbers to The Perth Mint's Corporate Events team at least seven (7) days prior to the scheduled Corporate Event date.
 - (ii) final guest names (**Guest List**) to The Perth Mint's Corporate Events team at least three (3) days prior to the scheduled Corporate Event date.
- (b) All guests, attendees, independent service providers and their attending event staff must be registered with The Perth Mint's Corporate Events team prior to gaining admittance to The Perth Mint's Premise. The Perth Mint reserves the right to deny entry to any unregistered guests, service providers and staff.
- (c) Guests under the age of 18 years (**Minors**) are only permitted on the Premises if they are accompanied by their legal or parental guardian and prior approval is obtained from The Perth Mint's Corporate Events team.

(d) The Perth Mint may request proof of age from any person or guest on the Premises and Minors may be denied entry into the Premises if approval has not been granted.

6. PAYMENT METHOD AND ADDITIONAL CHARGES

(a) Payments are accepted by electronic funds transfer (EFT) to the below bank account:

Bank name: Westpac	Account name: Gold Corporation
Swift code: WPACAU2S	BSB: 036000
Bank address: 109 St Georges Terrace, Perth, WA 6000	Account number: 272385

(b) The Perth Mint may issue additional invoices to the Client after a Corporate Event for any additional cost or charges due which were not included in the issued invoice as set out in **clause 2(b)**. Such charges may include, but not limited to, any alterations to the Booking, additional furniture or equipment hire, or total charges relating to alcohol charged on a consumption basis in accordance with **clause 9(f)**.

(c) Charges invoiced pursuant to **clause 6(b)** shall be payable by the Client with twenty-eight (28) days of the date of invoice.

(d) Payment for any goods and services provided for the Corporate Event by a supplier other than The Perth Mint must be paid directly to the supplier.

7. AMENDMENTS, CANCELLATION AND REFUNDS

7.1. Amendment and cancellation by the Client

(a) The Client may cancel, modify or reschedule the Booking for any reason (including adverse weather conditions) by giving written notice to The Perth Mint's Corporate Events team. Please note that such changes may incur additional fees.

(b) If the Client cancels their Booking:

- (i) **more than 30 days before the Corporate Event**, the Client will receive a 100% refund of the Deposit;
- (ii) **between 15 and 29 days before the Corporate Event**, the Client will receive a 50% refund of the Deposit; or
- (iii) **14 days or less before the Corporate Event**, the Client will not be entitled to receive a refund on the Deposit or Venue Hire Fee.

(c) In the event of any cancellation or amendment of the Booking, the Client will be liable for any costs or fees incurred by The Perth Mint in relation to third-party suppliers engaged for the Corporate Event. Cancellation fees from third-party suppliers booked by The Perth Mint may be passed onto the Client.

7.2. Amendment and cancellation by The Perth Mint

(a) The Perth Mint reserves the right to cancel, modify or reschedule any Booking:

- (i) at any time and for any reason; or
- (ii) if The Perth Mint determines that it is unsafe for The Perth Mint's Corporate Events team and the Client to proceed with the Corporate Event due to adverse weather conditions.
- (b) The Perth Mint will make reasonable effort to communicate these changes in **clause 7.2(a)** to the Client and will provide or facilitate amendments to the Client's Booking.
- (c) In the event the Client does not accept the proposed amendments to their Booking, the Client will be entitled to a full refund of either the Venue Hire Fee or the Deposit (as applicable) and will accept no other claims for loss of income related to any such cancellations.

8. THIRD-PARTY SUPPLIERS

8.1. Preferred Suppliers (Caterers and Equipment)

- (a) The Perth Mint has partnered with select Preferred Suppliers for all catering and equipment requirements. The Client is encouraged to use these Preferred Suppliers for any additional equipment and services required for Corporate Events held at the Venue.
- (b) The Client is not permitted to choose their own caterers and under no circumstances will any food other than what has been provided by The Perth Mint or its Preferred Suppliers, be permitted to be brought into the Venue. This is to ensure quality control and compliance with the relevant health and safety regulations.

8.2. Client Preferred Suppliers (Equipment only)

- (a) If the Client wishes to use alternative suppliers (**Client's Preferred Supplier**), the following conditions will apply:
 - (i) **Approval Process:** The Client must submit details of their preferred supplier(s), including the nature of the services and/or the equipment they will provide to The Perth Mint's Corporate Events team at least thirty (30) days prior to the scheduled Corporate Event date. The Perth Mint reserves the right to refuse to approve the Client's request to use an alternative supplier at its sole discretion, in the event the Client Preferred Supplier does not meet The Perth Mint's security requirements and compliance with any relevant regulatory requirements.
 - (ii) **(Modern Slavery Self-Assessment Questionnaire):** The Client's Preferred Supplier (and the Client's Preferred Supplier external sub-contractors) must complete a modern slavery self-assessment questionnaire, and provide such other information reasonably requested by The Perth Mint pertaining to its operations and supply chains or in relation to the *Modern Slavery Act 2018* (Cth).
 - (iii) **Insurance:** The Client's Preferred Supplier must provide The Perth Mint's Corporate Events team with proof of appropriate insurance coverage and copies of certificates of currency before approval is considered and/or granted by The Perth Mint.

- (iv) **Authorisations:** The Client's Preferred Supplier must obtain any relevant licence, permit or other authorisation (**Authorisations**) required to perform the services at the Venue and must provide The Perth Mint's Corporate Events team with proof of Authorisation.
- (v) **Additional Costs:** All additional costs, including food, beverages, decorations, equipment hire and any other services by an approved supplier will be incurred by and separately invoiced directly to the Client.
- (b) The Client may be required to provide The Perth Mint with any other additional documentation or information as may be required by The Perth Mint to facilitate the approval of the Client's Preferred Supplier.

8.3. Acknowledgements

Unless otherwise agreed, the Client agrees that:

- (a) any agreement with a Preferred Supplier and/or the Client's Preferred Supplier is between the Client and the relevant third-party supplier;
- (b) any arrangements made with any third-party supplier will be finalised within the agreed timelines and comply with The Perth Mint's requirements and policies; and
- (c) it will provide The Perth Mint's Corporate Events team with confirmation of any bookings or arrangements made with a third-party supplier at the time of enquiry.

9. RESPONSIBLE SERVICE OF ALCOHOL

The Perth Mint is committed to the responsible service of alcohol and the Client agrees to work with The Perth Mint's Corporate Events team to provide a safe and friendly environment for all guests and staff of The Perth Mint. The Client agrees that:

- (a) alcohol consumption is permitted only if it is supplied by The Perth Mint under its Special Facility Liquor License and must be consumed on the Premises;
- (b) all alcohol service during a Corporate Event must cease thirty (30) minutes prior to the conclusion of a Corporate Event;
- (c) minors are not permitted to seek the service or consume any alcohol at the Venue and/or Premises;
- (d) The Perth Mint's Corporate Events team reserves the right to limit the quantity of alcohol consumed by any guest if the guest is intoxicated and may require the guest to leave the Premises;
- (e) The Perth Mint may refuse entry into the Premises and/or Venue, any person or guest whom it believes to be intoxicated or disorderly; and
- (f) The Perth Mint does not offer pre-paid alcohol packages, and all alcoholic beverages consumed during a Corporate Event will be charged to the Client on a consumption basis. An itemised invoice will be issued to the Client within 7 Business Days following the conclusion of a Corporate Event, and full payment is required in accordance with **clause 6(c)**.

10. RESTRICTIONS

- (a) **Smoke-Free venue:** The Perth Mint is a “smoke free” venue and smoking is strictly prohibited anywhere on the Premises. This includes the use of e-cigarettes and vapes.
- (b) **Alcoholic and Non-Alcoholic Beverage:** The Client and its guests are not permitted to bring any alcoholic or non- alcoholic beverage onto the Venue.
- (c) **Removal of unconsumed food:** For the health and safety of guests, any unconsumed food prepared for a Corporate Event must not be removed from the Venue unless prior arrangements have been made with the approved caterer and The Perth Mint.
- (d) The Perth Mint reserves the right to request guests to leave the Corporate Event due to a breach of these restrictions.

11. SECURITY REQUIREMENTS

- (a) Three (3) security personnel will be included as part of the standard Venue Hire Fees for all Corporate Events. This is available to a maximum of 100 people.
- (b) If the capacity exceeds 100 people, additional security personnel will be required at a ratio of one (1) security personnel for every additional 50 people in attendance.
- (c) The Perth Mint will ensure security personnel are present at the Venue for the duration of the Corporate Event to ensure the safety and security of all guests and attendees before, during and after the Corporate Event.
- (d) In the event the Corporate Event continues beyond the agreed Venue Hire Period, the Client may incur additional charges to cover extended staffing requirements including but not limited to security personnel and other operational staff. The Client will be issued an invoice for these costs in accordance with **clause 6(b)**.

12. CLIENT OBLIGATIONS

- (a) The Client is responsible for ensuring that all its registered guests and/or suppliers do not breach these terms and conditions.
- (b) The Client must comply with, and ensure that any Preferred Suppliers or Client Preferred Suppliers selected to assist with the Corporate Event comply with The Perth Mint’s Supplier Code of Conduct (**Code**) and any other applicable policies. A copy of the Code is available on The Perth Mint’s website. A breach of the Code of Conduct by the Preferred Suppliers or Client Preferred Suppliers shall constitute a breach of this Agreement by the Client.
- (c) The Client, its guests and/or suppliers must not engage in any unacceptable conduct against The Perth Mint, including by;
 - (i) breaching The Perth Mint Customer Service Code of Conduct, accessible via our website on perthmint.com/customer-care/customer-code-of-conduct/;
 - (ii) supplying false or misleading information; or

- (iii) engaging in illegal, dishonest or fraudulent activities.

13. SIGNAGE

The Client must not display any signage or advertising material within or outside the Venue without the prior written consent of The Perth Mint, which consent may be granted or refused at the sole discretion of The Perth Mint.

14. NOISE

- (a) The Client acknowledges and agrees that:
 - (i) the Venue is in a residential area and due consideration must be given to nearby residents;
 - (ii) noise levels must be controlled and always monitored to ensure compliance with the *Environmental Protection (Noise) Regulations 1997* which provides that:
 - A. all noise must be below 45 decibels up to 10pm; and
 - B. from 10pm to 9am, noise levels must not exceed 35 decibels; and
 - (iii) the Venue / Premises must be vacated no later than the 11:30pm.
- (b) Excessive noise caused by the Client, or its guests could incur an infringement fine for which the Client is liable.
- (c) If this term is breached, the Client will be invoiced and charged for the cost of the infringement.

15. DAMAGES

The Client is responsible for any damages caused to the Venue, including any equipment or fittings on the Premises, however caused by acts or omissions of the Client, its guests, or any other associated persons. The Client will be charged for any repairs or replacements as deemed necessary by The Perth Mint.

16. LOST PROPERTY

The Perth Mint will not be responsible to the Client or its guests for any loss of property whatsoever placed in the Venue prior, during or after a Corporate Event.

17. INDEMNITY

The Client shall indemnify and keep indemnified, The Perth Mint from any and all claims whatsoever which The Perth Mint may incur as a result of loss of life, personal injury and/or damages to the property of any person accessing the Venue or occasioned wholly or in part by any act or omission caused by the Client, its guests or any associated persons except to the extent that such claims are caused by acts or omissions of The Perth Mint.

18. LIMITATION OF LIABILITY

The Client acknowledges and agrees that:

- (a) The Perth Mint's liability in relation to the Agreement is expressly limited to the direct loss suffered by the Client arising from any breach of its obligations under these terms and conditions.
- (b) The Perth Mint's maximum liability to the Client in connection with the Agreement shall not exceed the total Venue Hire Fee paid by the Client to The Perth Mint.
- (c) Either party shall not be liable to the other for any indirect or consequential loss or damage of any kind including but not limited to loss of profits, loss of business or any economic loss whether such liability arises in contract, tort (including negligence), or equity, under any statute or otherwise arising out of or in any way connected to the Agreement.

19. CONFIDENTIALITY AND PUBLICITY

- (a) The Perth Mint and the Client agree to:
 - (i) keep the Agreement, and all oral or written communications and documentations (electronically stored or transmitted, or in any other form) provided by the disclosing party to the receiving party and marked as confidential, or reasonably understood to be confidential, strictly confidential (**Confidential Information**);
 - (ii) use the Confidential Information solely for the purpose of fulfilling their respective obligations under the Agreement;
 - (iii) not disclose the Confidential Information to any third-party without the prior written consent of the disclosing party, except where required by law; and
 - (iv) promptly return or destroy any Confidential Information upon the request of the disclosing party.
- (b) This confidentiality obligation will remain in effect for 2 years following the termination or expiry of the Agreement.
- (c) The Client must ensure that any advertising or marketing materials prepared by or on behalf of the Client in connection with the Agreement, the Corporate Event or The Perth Mint:
 - (i) are prepared and presented in a manner consistent with the good name, goodwill, reputation and image of The Perth Mint and in compliance with all applicable laws; and
 - (ii) does not include any false, misleading or deceptive information.

20. TERMINATION

- (a) The Perth Mint reserves the right to terminate the Agreement by written notice to the Client if:
 - (i) the Client breaches any material term of the Agreement and fails to remedy such breach within 10 Business Days after receiving written notice from The Perth Mint;
 - (ii) the Client alters or changes the nature of a Corporate Event without obtaining prior written approval from The Perth Mint's Corporate Events team;
 - (iii) The Perth Mint, acting reasonably, determines that the Corporate Event poses a risk to public safety or could result in unacceptable risk of personal injury or damage to the Venue or violation of applicable laws or regulations; or
 - (iv) any unforeseen event arises beyond the control of The Perth Mint including but not limited to pandemics and epidemics, natural disasters, severe weather conditions, acts of God, or government-imposed restrictions (**Force Majeure**), which makes it impossible or impractical to hold the Corporate Event as scheduled. The Client will be entitled to a full refund equal to the Venue Hire Fee received by The Perth Mint in the event of a Force Majeure.
- (b) The Client reserves the right to terminate the Agreement by written notice to The Perth Mint if:
 - (i) The Perth Mint breaches any material term of the Agreement and fails to remedy such breach within 10 Business Days after receiving written notice from the Client; or
 - (ii) any unforeseen event arises beyond the control of the Client including but not limited to pandemics and epidemics, natural disasters, severe weather conditions, acts of God, or government-imposed restrictions (**Force Majeure**), which makes it impossible or impractical to hold the Corporate Event as scheduled. The Client will be entitled to a full refund equal to the Venue Hire Fee received by The Perth Mint in the event of a Force Majeure.

21. DISPUTE RESOLUTION

- (a) In the event of a dispute arises in connection with the Agreement (including the interpretation of the terms and conditions or the use of the Venue by the Client), the parties must use best endeavours to resolve that dispute.
- (b) If the parties fail to resolve the dispute in accordance with **clause 21(a)** within 5 Business Days of the dispute arising, the dispute must be referred to The Perth Mint's Manager Visitors Services.
- (c) If The Perth Mint's Manager Visitors Services cannot resolve the dispute within 10 Business Days of the dispute being referred to them:

- (i) the parties may agree to an alternative dispute resolution process in relation to the dispute, including mediation or arbitration; or
- (ii) either party may commence court proceedings in relation to the dispute.

(d) Subject to **clause 21(e)**, unless a party to the Agreement has complied with this clause **21**, a party must not commence court proceedings in relation to any dispute which arises in relation to the Agreement.

(e) Nothing contained in this **clause 21** will deny any party the right to seek injunctive or declaratory relief from an appropriate court. Furthermore, the dispute resolution procedures in this **clause 21** do not apply to impair, delay or otherwise prejudice the exercise by a party of its rights provided in the Agreement (including any right of termination).

22. PRIVACY

Any personal information submitted by the Client to The Perth Mint is subject to and will be handled in accordance with The Perth Mint's Privacy Policy accessible via perthmint.com/privacy-policy/.

23. NOTICES

(a) Any inquiry, notice, demand, consent, approval or communication under these terms and conditions must be in writing, in English and sent via email to the contact details specified below:

Contact Person: Coordinator, Tourism and Functions
Address: 310 Hay Street, East Perth, WA 6004
Phone: (08) 9421 7376
Email: corporateevents@perthmint.com

(b) Notices will be deemed received upon acknowledgement of receipt by the recipient unless delivered outside of business hours (Monday to Friday between 9:00am to 5:00pm), in which case receipt will be deemed at 9:00am the next business day.

24. GOVERNING LAW

The Agreement is governed by the laws of Western Australia and the parties irrevocably submit to the courts of that jurisdiction.

Signed Acceptance

I have read, understood and agree to be bound by the terms and conditions of The Perth Mint Corporate Event Terms and Conditions.

SIGNED for and on behalf of the **Client** by its duly authorised representative:

Signature		Date:
Print Name:		Position:

Received for and on behalf of **Gold Corporation (t/a The Perth Mint)** by:

Signature:		Date:
Print Name:		Position: