



HOSPITALITY BOOKING FORM

Please return booking form to brendonb@footballqueensland.com.au

Hospitality Selection

Select	Hospitality Type	Catering	Grandstand	Price Inc. GST
	8 Seat Outdoor Box	Inclusive	Western	\$ 1,080
	12 Seat Outdoor Box	Inclusive	Western	\$ 1,620
	10 Seat Indoor Suite	Inclusive	Western	\$ 1,350
TOTAL				

Catering Package

3-hour all-inclusive food and beverage package - 6pm to 9pm

- (a) Cheese platter on arrival
- (b) 375ml Beer (XXXX Gold, Iron Jack) 375ml Spirits (UDL, Bundaberg Rum) Soft Drink, Water
- (c) 3 x individual hot portion meals per person

Company Details

Company Name	
Position in Company	
Contact Name	
Mobile	
Postal Address	
Email Address	

Agreement

As the person signing this document, I have the authority to bind the persons/company named in this booking form. I agree that no tickets or passes to any hospitality packages will be released until full payment has been received. I understand that the completion and return of this booking form does not guarantee the availability of the product.

I understand that by signing and returning this application form I confirm that I have read the attached terms and conditions and I will strictly comply with them. (See pages 2-5)

Signature: _____ Date: _____

Payment

Once this booking form is received and processed, you will receive an invoice via email for direct deposit payment ONLY.

1. DEFINITIONS

This sales contract (“this Contract”) is between Football Queensland Limited ABN: 83 063 925 333 (“FQ”) and the party identified as the client in the attached Booking Form (“the Client”) and is subject to the following terms and conditions. Terms used in this Contract are as follows:

- (a) “Booking Form” means the document entitled “Hospitality Booking Form” which is attached to and forms part of this Contract.
- (b) “Event” shall mean the provision of booking facilities, corporate boxes, corporate suites, dining packages, passes, corporate hospitality or any other goods and services as provided by FQ directly or as an agent for the Event Provider.
- (c) “Event Provider” shall mean the issuer of the Event package, pass and/or ticket and may from time to time be FQ (as applicable).
- (d) “Price” shall mean the cost for the Event, inclusive of all (if any) Goods and Services Tax.

2. PAYMENT

- (a) The Client must pay FQ in full the amount equal to the Price plus GST and all other amounts payable in respect of the Event in order to secure a booking within seven (7) days of returning the Booking Form. FQ will commence arrangements for booking the Event once the Booking Form has been received.
- (b) Subject to items 4 and 5, if after securing a booking an Event is not available to the Client then FQ will provide to the Client a full refund.
- (c) FQ does not accept any liability for unavailability of Events despite system showing availability. (E.g. this may happen if an Event Provider or supplier has made an error and has inventory showing as available when it is actually not available)

3. TICKETING

- (a) Client hospitality passes and final Event information will be dispatched approximately two (2) weeks prior to the Event.
- (b) Tickets may be dispatched inside the two (2) week timeframe should FQ not receive the ticketing from the Event Provider.
- (c) Where arrangements are made to transfer tickets to a Client this will be within the legal ticketing terms and conditions of the Event Provider.

4. CANCELLATION

Cancellation by Client

- (a) If the Client for any reason, cancels this contract more than twelve (12) weeks before the Event, the Client agrees that it must pay FQ 50% of the Price plus GST as a cancellation fee. Should the Price plus GST be paid at the time of cancellation, the Client acknowledges and agrees that FQ will refund half of the Price to the Client, and the other half to be retained by FQ as the cancellation fee.

- (b) If the Client for any reason, cancels this Contract less than twelve (12) weeks before the Event the Client must pay to FQ the full Price plus GST as a cancellation fee. Should the Price plus GST be paid at the time of cancellation, the Client acknowledges and agrees that FQ will retain all monies as the cancellation fee.
- (c) Notice of cancellation by the Client shall not take effect until it is received in writing by FQ. 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.

Cancellation by Event Provider

- (a) Should for any reason the Event be partly or wholly cancelled by the Event Provider, or should an event finish earlier than anticipated, no refunds will be made to the Client by FQ unless the Event Provider agrees to partly or wholly refund FQ. Then such refund will be wholly passed onto the Client. FQ recommends that the Client obtain all relevant insurances through its own broker.
- (b) Should an Event booking, package, pass or ticket for any reason be destroyed or made unusable, no refund shall be made.

5. ALTERATION TO THE ADVERTISED PACKAGE

- (a) Every reasonable effort will be made to adhere to the advertised Event package, however the Client acknowledges and agrees that any Event package may be altered, part omitted, or dates changed at any time without notice for any cause for which FQ in its absolute discretion shall consider to be appropriate or which is beyond the control of FQ. If an Event
- (b) package is altered or changed for reasons outside the control of FQ, the Client acknowledges and agrees that it will have no recourse against FQ for any loss or damages incurred.
- (c) The Client acknowledges and agrees that FQ acts as agent for the Event Provider in securing the Event and as such FQ is not liable for any omissions or actions of persons not employed by FQ.

6. WARRANTIES

- (a) In making arrangements with third parties for carriage by air, hotel accommodation, transportation, restaurants or otherwise, FQ acts only as the agent of the Event Provider and does so on the express condition that no liability of any kind howsoever caused shall attach to FQ in connection with or arising out of such arrangements.
- (b) FQ makes no warranty or representation about the fitness or suitability of any packages, products or Events advertised on any of its website or booked by the Client.

7. CLIENT'S DUTIES

- (a) The client must abide by the terms and conditions of the Event Provider in relation to the Event.

- (b) The terms and conditions of the Event Provider form part of these Terms and Conditions. The terms and conditions of the Event Provider are available from FQ on request.
- (c) Any complaints or claims are the responsibility of the Event Provider and not FQ as agent for the Event Provider.
- (d) FQ itself and on behalf of the Event Provider reserves the right to refuse entry or to allow participation in the Event to any Client or any Client's guest on the day of the Event if the Client or guest behaves in any manner which is in the opinion of FQ likely to cause offence or injury to any other party.

8. LICENSING

- (a) Where necessary FQ and the Client shall adhere to the local licensing conditions for alcohol and other regulations in relation to an Event.

9. LIABILITY AND INDEMNITY

- (a) To the extent permitted by law, FQ, its employees, and/or agents shall not be liable for any claim of damages made by the Client in connection with the Event. In the event that the Client makes a claim for damages against FQ, FQ's liability is limited to the cost of the Price.
- (b) FQ does not accept liability for any errors or omissions on any of its websites, event information or booking forms and reserves the right to change the information published on any of its websites at any time.
- (c) FQ does not accept liability for any indirect or consequential loss arising out of the use of any packages, products or Events.
- (d) The client hereby indemnifies and holds FQ harmless from and against any and all costs, damages, and expenses, including legal fees, which are incurred by the Client, its agents, employees and guests, or for which FQ becomes liable as a result of the conduct of the Client, its agents, employees and guests.
- (e) Notwithstanding Clause 9(a), the Client shall be liable with regard to any loss, damage, cost, expense or injury incurred or suffered by FQ which relates to or arises out of the acts or omissions of the Client or the Client's guests. Should FQ pay for any monies towards the costs, damages or expenses arising out of Clause 9(a) or Clause 9(b), then the Client shall indemnify FQ accordingly.
- (f) Should the Client fail to pay any monies due and owing by the relevant times and FQ engages legal representatives to recover such payment, the Client acknowledges and agrees that it will be liable for all costs reasonably incurred in the recovery of payments owing.

10. MISCELLANEOUS

- (a) These Terms and Conditions and any Invoice provided in relation to an Event booking constitute the sole and exclusive agreement between the parties. The Client acknowledges that no other warranties, representatives, or acknowledgements, written or verbal, have been made which are not reflected herein.

- (b) Should a portion of the total charge in relation to the goods or services be subject to any tax regulations including a goods and service tax, this will be added to the final invoice.
- (c) Both parties submit to the sole jurisdiction of the Queensland Courts in the event that any disagreement should arise out of these Terms and Conditions.
- (d) These Terms and Conditions shall be binding between FQ and the Client upon acceptance by the Client to these Terms and Conditions. Such acceptance can be made in writing, verbally or upon the Client paying any monies towards the Price.
- (e) 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 FQ on his/her own behalf

11. CONDITION OF SALE

- (a) It is a condition of sale that an Event booking may not, without the prior written consent of FQ, be resold at a premium nor used for advertising, promotion or other commercial purposes (including competitions or trade promotions) or to enhance the demand for other goods or services.