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Event terms & conditions

1. Event Quotes

- 1.1 Quotes are fixed and valid for seven (7) days from date of issue.
- 1.2 To secure an event a non-refundable deposit of \$30pp is required within seven (7) days of accepting the quote.

2. Payments

- 2.1 Payment is required in full two (2) weeks prior to the event date.
- 2.2 Payments to be made by either:
 - I. Direct deposit using the bank details listed on the invoice, referencing the invoice number, or
 - II. Credit card (transaction fees may apply)

Please note: If you fail to pay the invoice in full within the prescribed period, Roma may at its discretion, charge a fee of 5% per week on all outstanding payments, and/or exercise any other rights to which it is entitled by law.

Deposit payments

Where a deposit payment has been made to secure a large booking, a reduction in the number of guests attending, less than 24 hours prior to that booking will see the \$30 deposit forfeited and can not be used against the final bill.

3. Rescheduling Events

- 3.1 Rescheduling an event with more than six (6) weeks' notice
 - 3.1.1 You may reschedule your event, up to six weeks before the event date without incurring a fee. The new date must fall within 12 months of the original date.
 - 3.1.2 If you reschedule your event more than once, a rescheduling fee of \$500 will apply and become immediately payable. The new date must fall within 12 months of the original date.
 - 3.1.3 Roma cannot guarantee your request can or will be accommodated.
 - 3.1.4 You are not entitled to a refund or any further compensation if Roma is unable to accommodate your request to reschedule.
- 3.2 Rescheduling an event three (3) – six (6) weeks before the event
 - 3.2.1 You may reschedule your event up to three (3) to six (6) weeks before the date of your event. In this instance a rescheduling fee of \$500 will apply and become immediately payable.
 - 3.2.2 The new date must fall within 12 months of the original date.
Roma cannot guarantee your request can or will be accommodated.

- 3.2.3 You are not entitled to a refund or any further compensation if Roma is unable to accommodate your request to reschedule.
- 3.3 Rescheduling an event less than three (3) weeks before the event
 - 3.3.1 Events cannot be re-scheduled with less than three (3) weeks' notice.

4. Refunds and Cancellations

- 4.1 Roma does not offer refunds, transfers, or credit notes:
 - I. For non-attendance due to 'change of mind' reasons,
 - II. For non-attendance, due to illness or injury, or
 - III. If a person fails to meet these Terms and Conditions and Roma's policies.
- 4.2 If you cancel an event with less than three (3) weeks' notice, the balance becomes immediately payable, or if already paid, is not refundable.
All other cancellations (more than 3 weeks' notice) will result in you forfeiting your deposit.

5. COVID refund policy

- 5.1 Roma does not offer refunds, transfers, or credit notes:
 - I. For non-attendance due to showing Covid related symptoms or illness,
 - II. Awaiting Covid testing results, or
 - III. For non-attendance due to border closures when travelling into South Australia.
- 5.2 You are welcome to send someone in your place, we simply ask you to contact Roma with the name of the guest coming in your place.
- 5.3 In the event of a government enforced lockdown in South Australia, rendering Roma unable to operate you are entitled to a credit note for future use.

6. Notification of Final Numbers

- 6.1 Final guest numbers are required three (3) weeks prior to the event date.
- 6.2 If your numbers reduce after this time (three weeks prior to the event), you are not entitled to a reduced fee, credit note or refund.
- 6.3 Where a per person deposit is paid to secure a booking, the deposit paid will not be refunded
- 6.3 You are able to increase guest numbers up to seven (7) days prior to your event, Roma will then issue an invoice for the additional guests.

7. Promotion terms

Roma's business logos and associated marketing materials including but not limited to images, must not be used in any press release, advertising, or other promotional material without Roma's prior written consent. Images or mentions of any Roma employee(s) must be approved by Roma in writing prior to use.

Unless agreed upon in writing prior to your event, event promotions must not reference specific Roma employees as no guarantee can be made with regards to which Roma staff will attend your event.

8. Dietary Requirements

8.1 It is the client's responsibility to ensure that all dietary requirements are collected and provided to Roma, no later than three (3) weeks prior to your event.

Please provide information regarding:

- All food allergies and intolerances (please specify if a dietary requirement is an allergy or intolerance),
- Coeliac disease,
- Personal or religious food preference (e.g., Vegan, Halal, Gluten Free, Vegetarian) and
- If your guest(s) has been prescribed an EpiPen.

Disclaimer: If your guest has been prescribed an EpiPen for a food allergy it is their responsibility to bring their EpiPen to the event and inform Roma staff and those around them where it can be located. If the guest does not bring their prescribed EpiPen to the event, they should not consume any food, and if they choose to, they do so at their own risk. Roma accepts no liability.

Roma will do its best to manage all dietary requirements, however it is the responsibility of the guest to manage their dietary requirement and Roma accepts no liability in relation to adverse food reactions.

9. Waiver

In consideration of being permitted to participate and/or attend the Event, to the extent permitted by law, the Person (as the case may be) hereby forever waives, releases, covenants not to sue, and discharge Roma from any and all claims, actions, suits, demands, losses and other liabilities arising from and/or in relation to loss of property, any death, physical or mental injury resulting from or in connection with a Person's attendance and/or participation (including consumption) in the Event (including but not limited to any allergic reaction) or the ordinary negligence of Roma that the Person may have arising out of his/her attendance and/or participation in the Event.

10. Indemnity

To the extent permitted by law, the Persons release and at all times indemnify and keep indemnified Roma and its officers, employees, service providers and agents (referred to as Those Indemnified) from and against all actions, claims, proceedings and demands (including those brought by third parties) which may be brought against Those Indemnified, whether on their own or jointly with you and whether at common law, under tort (including negligence), in equity, pursuant to statute or otherwise, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether direct or consequential, including consequential financial loss) sustained by the Person or anyone associated or connected with the Person, arising directly or indirectly out of or in connection with:

- Their attendance and/or participation (including consumption) at an Event,
- Roma Services (whether provided to or in conjunction with a third party), or
- Any event organised by Roma as the case may be.

The indemnity will extend to all costs (including reasonable legal costs), damages and expenses incurred by Roma.

Despite any other term and to the maximum extent permitted by law, Roma will not bear any liability to you for consequential loss including loss of profits, loss of business opportunities or loss of goodwill howsoever arising (including in negligence).

11. Limitation of liability

If any warranty, term or condition in these Terms and Conditions cannot at law be excluded or avoided (Non-Excluded Provision), then, to the extent permitted by law, Roma liability for a Non-Excluded Provision is limited to one or more of the following:

- The cost of the Event; or
- Supplying the Event again.

12. General

These Terms and Conditions constitute the entire agreement between the parties in respect of its subject matter, and supersede all prior agreements, representations, negotiations, and correspondence.

These terms will be governed by the laws of South Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts in that state.

- Roma prohibits smoking on or around its premises.
- Persons must follow all reasonable directions by Roma staff; and
- Roma reserves the right to refuse entry or remove from the premises any Person for any reason at their sole and absolute discretion.
- Alcohol is permitted to be consumed only within the premises and at the direction of Roma staff and in line with liquor licensing laws.
- Roma does not in any way promote or condone drink driving and encourages Persons to make alternative travel arrangements should they choose to consume alcohol during a class or event.
- Roma reserves the right to on-charge the cost of any damaged or lost property to the client, whether this be the property of Roma, or hired by Roma from an external provider.