



## 1.0 DEFINITIONS

The following definitions apply in this document.

- a. Business Day means a day that is not a Saturday, Sunday or public holiday in the Melbourne metropolitan area.
- b. Client means the Company or individual listed in the MCG Corporate Hospitality booking form as booking the Package.
- c. Corporate Suite means any corporate suite located at the MCG.
- d. Corporate Suite Package means a hospitality package in a Corporate Suite.
- e. Dining Facility means any dining room or allocated space at the MCG used for corporate entertainment purposes.
- f. Dining Package means a hospitality package in any Dining Facility.
- g. Event means a use of the MCG for a sporting, cultural or entertainment activity, including football, cricket, soccer, rugby, concerts, productions, ceremonies or other similar activities.
- h. MCC means the Melbourne Cricket Club ABN 92 871 871 964.
- i. MCG means the Melbourne Cricket Ground stadium erected on Crown Grant Volume 5925 Folio 828.
- j. MCG Caterer means the caterer appointed by the MCC to provide food and beverage catering services at the MCG from time to time.
- k. Package means a Corporate Suite Package or Dining Package booked for an Event day.

## 2.0 TICKETS

- 2.1 Tickets will be issued to the Client on the later of –
  - (a) 5 Business Days before the Event; or
  - (b) when full payment for a Package is received by the MCC.
- 2.2 Applications for replacement of lost tickets and vouchers may be made in writing to the MCC, specifying the ticket number(s) of the lost ticket and Event details, no later than 2 Business Days prior to the Event.
- 2.3 Only official MCC Package ticketing will be accepted for entry into a Corporate Suite or a Dining Facility.
- 2.4 Clients must ensure that their guests display the correct ticketing at all times. No person will be admitted to any Corporate Suite or Dining Facility without the correct ticketing. The MCC and the MCG Caterer reserve the right to refuse to admit or serve a person who is not displaying the correct ticketing.

## 3.0 USE OF FACILITY

- 3.1 The Client is not permitted to make, or allow to be made, any alterations or additions to the Corporate Suite or the Dining Facility.
- 3.2 All crockery, cutlery, utensils, glassware, electrical equipment, fixtures and fittings in the Corporate Suite or Dining Facility remain the property of the MCG Caterer and must not be removed from the Corporate Suite or Dining Facility.
- 3.3 The Client must reimburse the MCC for all costs, expenses and liabilities arising from –
  - (a) any breakage or damage to the Corporate Suite or the Dining Facility and its contents caused by the Client or its guests; and
  - (b) the replacement of any items taken from the Corporate Suite or the Dining Facility by the Client or its guests during the Client's occupation of the Corporate Suite or Dining Facility.
- 3.4 The Client takes full responsibility for the behaviour of their invited guests whilst utilising the Corporate Suite or Dining Facility and must ensure that at all times, all of the Client's guests behave in a proper manner, having consideration for other MCG patrons and their right to an uninterrupted viewing and enjoyment of the Event.
- 3.5 Riotous, disorderly, offensive or improper conduct or behaviour which is or may become noxious or offensive or may cause a nuisance, damage or disturbance to the MCC or any other person (as determined by the MCC) is prohibited in and about the MCG, including in a Corporate Suite or Dining Facility. The MCC reserves the right to remove from the MCG any Client or Client guests who breach this prohibition.
- 3.6 No alcohol or food is to be brought into any Corporate Suite or Dining Facility without prior permission in writing from the MCC, which may withhold permission at its absolute discretion.

## 4.0 RESPONSIBLE SERVING OF ALCOHOL

- 4.1 The Client accepts that at all times when access to the Corporate Suite or the Dining Facility is permitted, a member of staff from the MCG Caterer will be present to serve any alcohol. The Client must not, and must ensure that its guests do not, at any stage endeavour to provide, pour or refill any alcoholic beverage without the assistance of the MCG Caterer's staff member.
- 4.2 If any person is in an intoxicated state, staff from the MCC and the MCG Caterer reserve the right to refuse the service of alcohol and require the person to leave the MCG.
- 4.3 Staff from the MCC and the MCG Caterer reserve the right to at any time close the bar in the Corporate Suite or Dining Facility where, in the opinion of those staff members, due to an excess consumption of alcohol by the Client, its guests or other people using the Corporate Suite or Dining Facility, there is a significant chance of unruly or threatening behaviour occurring.

## 5.0 CATERING

- 5.1 The Client accepts and acknowledges that the MCG Caterer will be the sole provider of catering services in the Corporate Suite or the Dining Facility.

## 6.0 ONSELLING

- 6.1 The Client is not permitted to sell or on-sell any tickets to a Corporate Suite or Dining Facility without the prior written approval of the MCC, which may withhold approval at its absolute discretion.
- 6.2 Where the Client has breached the prohibition in clause 6.1, the MCC reserves the right to cancel existing or future reservations made by the Client without any refund of any amounts already paid for those reservations.
- 6.3 The Client is liable at all times for all acts and omissions of all persons who use the Package reserved by the Client, including where the right to use the Package has been on-sold with the consent of the MCC.

## 7.0 PAYMENTS / CANCELLATIONS / REFUNDS

- 7.1 Full payment for a package booking must be received by the MCC no later than 14 days after the booking is made. If the relevant Event is less than 21 days from the booking date, full payment must be made at the time of the booking.
- 7.2 The MCC reserves the right to resell a Package if full payment is not made within the timeframes specified in clause 7.1.
- 7.3 If a Client cancels a reservation, the MCC will refund any payment made on the following basis –
- | Time between date of cancellation and Event | % Payment refunded |
|---|--------------------|
| • 21 days or more                           | 50% refunded       |
| • Less than 21 days                         | No refund          |
- 7.4 If the MCC is able to resell a Package cancelled by the Client in its entirety prior to the Event day, the MCC will refund full payment to the Client subject to the MCC retaining 25% of the total Package cost as a fee. The Client acknowledges that this fee is a genuine pre-estimate of any administration costs, bank transaction charges, catering and ticketing cancellation fees likely to be incurred by the MCC as a result of the cancellation and this fee is not to be construed as a penalty.
- 7.5 Clients may be permitted to transfer their Package to another Event at the MCC's absolute discretion and subject to availability.
- 7.6 A 3% surcharge will apply to payment made using American Express or Diners cards.

## 8.0 CHILDREN POLICY

- 8.1 Persons under the age of 18 are strongly discouraged from attending MCG Corporate Hospitality Functions.

## 9.0 DRESS CODE

- 9.1 All Clients and their guests are required to adhere to the dress code as notified from time to time by the MCC. Clients dining in any Dining Facility or Corporate Suite operated by the MCC on any event day will be required to comply with the dress standards as outlined on the MCC's website and updated from time to time. The MCC reserves the right to refuse entry to persons who do not comply with the dress code.

## 10.0 MCC LIABILITY AND OTHER CLIENT OBLIGATIONS

- 10.1 The MCC does not accept any responsibility for –
- any losses as a direct result of the cancellation of, or changes to the Event or Package, or for the acts, omissions or errors of those over whom the MCC has direct control;
  - damage to or loss of any property of Clients and their guests;
  - death or injury to any person whatsoever;
  - consequential loss or damage, except to the extent that the MCC has directly contributed to the loss, damage or injury. The Client releases the MCC from and against all claims, causes of action, suits or proceedings including claims for costs or expenses of any nature whatsoever and howsoever arising for any type of loss, damage or injury covered by this clause 10.1.
- 10.2 The Client indemnifies and agrees to keep the MCC indemnified against all actions, claims, demands, losses, damages, costs and expenses, made by any person whatsoever, for which the MCC is or may be or becomes liable in respect of or arising from:
- any default by the Client under this agreement;
  - loss, damage or injury, including death, to property or persons, except to the extent that the MCC has directly contributed to the loss, damage or injury.
- 10.3 The Client must –
- abide by any other terms, conditions or requirements as imposed by the MCC from time to time; and
  - not smoke in the MCG as it is a smoke free environment. Clients and their guests must obtain a pass out from selected exit gates and may only smoke outside the MCG.