



Skys Functions is located at Magpies Sporting Club in the lush green and central suburb of Glenella. Magpies is the home of Centro Restaurant – A casual dining sensation, the Hub Café – for barista made coffee & homemade desserts, several bars including Magpies Sportsbar – for all the TAB, Keno & sports action on the bigscreens, The Deck for indoor/outdoor chilling with a view and Mackay's largest, most modern Players Lounge open until 4am every day.

Skys Function Venue at Magpies Sporting Club: delivering the pinnacle of exceptional customer service, a market leader for functions in the region, boasting a modern versatile space to create your celebration. Skys highly trained functions team have hosted hundreds of celebrations from intimate high tea's with fifteen guests, extravagant presentation dinners of one hundred and classy cocktail celebrations for four hundred guests. Skys specialise in providing a joyous occasion that is unique to your needs, budget and style, we are waiting to make your celebration a memorable experience.

## JANET MCGINTY Skys Function Manager

Meet Janet, our seasoned Functions Manager at Magpies, bringing over 30 years of expertise in the hospitality industry. With a Diploma in Hospitality Management, she's held pivotal roles as a Duty Manager, Food & Beverage Operations Manager, Restaurant Manager, and now, excelling as our Skys Functions Manager.

Janet thrives on diversity; from an 8-person conference to a 200-person wedding, she loves being hands-on and ensuring each function is a memorable experience. She enjoys helping guests bring their visions to life and is dedicated to understanding every persons needs and making every event a great success.

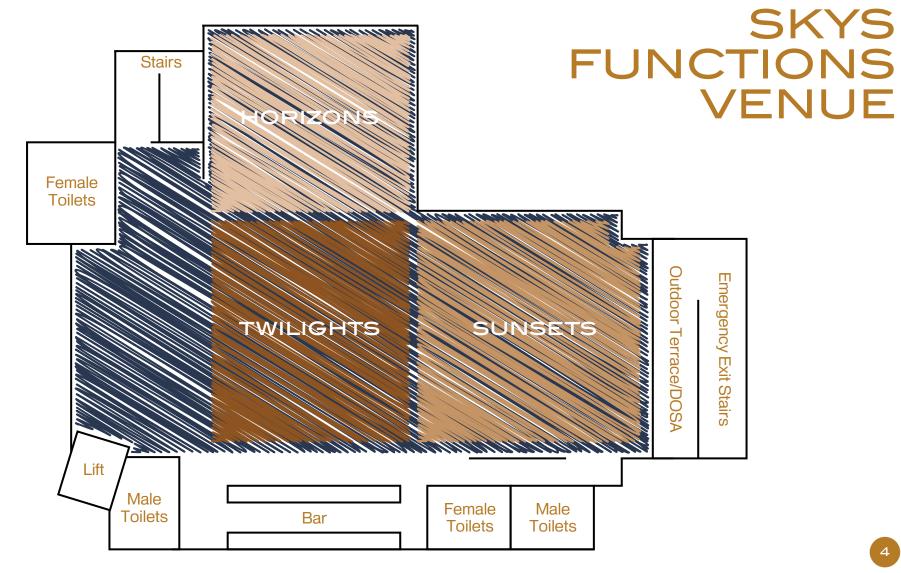


# PICK YOUR SPACE

Magpies members get a discount on room hire! Join or renew your Magpies Sporting Club membership and present your membership card prior to booking your function to receive a discount.

SPACE	HALF DAY ROOM HIRE 4.5 HOURS	FULL DAY ROOM HIRE 5-7 HOURS	COCKTAIL	CABARET
Vilights Room, Skys Function Venue	\$285	\$335	<b>_</b> 60	40
P Horizons Room, Skys Functions Venue	\$285	\$335	<b>a</b> 60	40
Sunsets Room, Skys Function Venue	\$285	\$335	80	<b>e</b> 60
Vilights & Horizons Rooms, Skys Function Venue	\$385	\$435	<b>1</b> 20	<b>L</b> 100
Vilights & Sunsets Rooms, Skys Function Venue	\$435	\$460	<b>a</b> 120	<b>L</b> 120
Skys Function Venue	Banquet \$660 Cocktail \$575	Banquet \$760 Cocktail \$625	<b>a</b> 160	<b>L</b> 160





## SKYS FUNCTION VENUE

## Included in your room hire

- ✓ Air-conditioned venue
- ✓ Venue set including tables, chairs, glasswear, crockery, audio visual
- ✓ Black or white table linen
- Black or white cloth napkin (for sit down events)
   Private bar
- ✓ Highly trained staff
- Registration table
- Microphone
- ✓ Wireless internet
- Extension leads & powerboards
- ✓ Data projector & audio visual (including adapters)

## Optional extras

- Staging (up to a 4 piece stage) *\$20 per piece* (Stage dimensions 1 piece: 1.82m x 2.44m, 2 piece: 3.64m x 2.44m, 3 piece: 5.46m x 2.44m, 4 pce: 7.28m x 2.44m)
- Parquetry dance floor \$40 small, \$80 large
- Entertainers package (stage & dance floor) \$120
- $\Box$  Kid's corner with colouring in & board games *\$30*

## Included catering

✓ Tea & coffee station

## Optional catering

- Breakfast
  Morning tea/afternoon tea
- Lunch/dinner
- Canapés
- Platters



Hosted a function with Magpies for my dad's 50<sup>th</sup> and I cannot recommend the place enough. The service in the function area from the girls was absolutely awesome. The canapes were amazing as well, the whole function room was decorated exceptionally. Everything was such a breeze & one less stress I had to worry about while trying to organise over 100 people. Top efforts girls, will definitely be back. - Andrea

## 5 CANAPÉ ITEMS \$36 per person 7 CANAPÉ ITEMS \$40 per person

\*Min. requirement of 50 people

Satay Chicken Skewers w Yoghurt Dipping Sauce (1 per person)

- Arancini Balls (2 per person)
- Salt & Pepper Calamari w Aioli (3 per person)
- Crumbed Prawns w Sweet Chilli & Lime Mayo (2 per person)
- Lamb Kofta w Tzatziki (2 per person)
- Duck Spring Rolls (2 per person)
- BBQ Mix Skewers (1 per person)
- Barra Spring Rolls w aioli (2 per person)
- Crumbed Camembert w Sweet Thai Chilli (2 per person)
- Hickory BBQ Meatballs (2 per person)

Every possible effort is taken to maintain prices however these are subject to change to allow for market and seasonal variation. Please advise of any dietary requirements, alternate arrangements can be made.



# PLATTERS

## COLD

- □ Fruit platter | \$75 (feeds approximately 10 people)
- □ Assorted sandwich platter | \$50 (feeds approximately 10 people)
- Assorted slice platter | *\$120 (feeds approximately 10 people)* Cherry ripe slice, choc brownie, vanilla slice & caramel slice
- Mezza platter | \$130 (feeds approximately 10 people) Kabana, cheese, crackers, cocktail onions, olives, fetta, cherry tomatoes & dip
- Antipasto platter | \$130 (feeds approximately 10 people)
   Feta, chargrilled eggplant, char grilled capsicum, olives, button mushrooms, danish salami, ham & sourdough
- Dessert platter | *\$170 (feeds approximately 10 people)* Donuts, waffles, marshmallows, chocolate brownie, macaroons ,watermelon, kiwi fruit, strawberries, blueberries & chocolate sauce

## нот

- □ American platter | *\$150 (feeds approximately 20 people)* Buffalo wings, BBQ meatballs, onion rings, mini corn dog & tomato sauce
- □ Asian platter | \$150 (feeds approximately 20 people) Dim sims, spring rolls, gyozas, wontons & an asian inspired sauce
- □ Aussie platter | *\$150 (feeds approximately 20 people)* Sausage rolls, party pies, mini quiche & fish goujon
- □ Seafood platter | *\$150 (feeds approximately 20 people)* Fish bites, crab claws, prawn twisters, crumbed calamari & tartare sauce

## \*half size platters can be provided at half of the price

Every possible effort is taken to maintain prices however these are subject to change to allow for market and seasonal variation. Please advise of any dietary requirements, alternate arrangements can be made.

### BUFFET OPTION 1 \$48 per person | \$25 per child

✓ Bread rolls <u>w</u> butter
 ✓ Tossed Garden Salad (gf & df)

✓ Potato Salad

✓ Coleslaw

Roast Vegetables (gf & df)Steamed Greens & Carrots (gf & df)

Tandoori or Moroccan Chicken Thighs

✓ Chicken Korma w Turmeric Rice (gf)

✓ Roast Beef (gf & df)

🗸 Gravy

 $\checkmark$  Apple Crumble <u>w</u> Custard

Every possible effort is taken to maintain prices however these are subject to change to allow for market and seasonal variation. Please advise of any dietary requirements, alternate arrangements can be made.





## BUFFET OPTION 2

\$63 per person | \$27 per child

- ✓ Breadrolls w Butter
- Tossed Garden Salad (gf & df)
- ✓ Potato Salad
- ✓ Pasta Salad (df)
- Roast Vegetables (gf & df)
- Steamed Greens & Carrots (gf & df)
- Cauliflower Bake (gf)
- Beef Stroganoff w Rice
- Mediterranean Lasagne
- Roast Beef (gf & df)
- Roast Pork w Apple Sauce & Crackle (gf & df)
- ✓ Gravy
- Apple Crumble w Custard
- ✓ Caramel Slice <u>w</u> Fresh Cream (gf)

### BUFFET OPTION 3 \$73 per person | \$30 per child

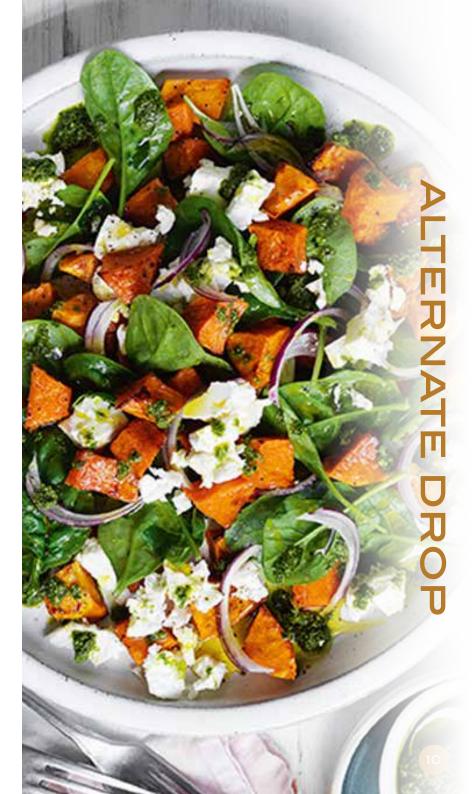
- ✓ Breadrolls w Butter
- Tossed Garden Salad (gf & df)
- ✓ Potato Salad
- 🗸 Caesar Salad
- ✓ Potato Bake
- ✓ Roast Pumpkin & Sweet Potato (gf & df)
- Steamed Greens & Carrot (gf & df)
- Moroccan Chicken Thigh
- ✓ Beef Massaman Curry w Rice
- ✓ Chicken Carbonara <u>w</u> Rice Noodles (gf)
- Roast Pork w Apple Sauce & Crackle (gf & df)
- $\sqrt{\text{Roast Lamb } \underline{w} \text{Rosemary & Garlic (gf & df)}}$
- 🗸 Gravy
- Chocolate Brownie w Custard (gf)
- 🗸 Peach & Mango Cheesecake <u>w</u> Cream
- Fresh Fruit Salad w Cream (gf & df)

## 2 COURSES \$68 per person

Choice of entrée & main OR main & dessert Select 2 menu items for each course you have chosen

**3 COURSES \$83 per person** Entrée, main & dessert Select 2 menu items for each course

Every possible effort is taken to maintain prices however these are subject to change to allow for market and seasonal variation. Please advise of any dietary requirements, alternate arrangements can be made.



# ALTERNATE DROP

## ENTREÉ

- Satay Chicken Skewers w Rice
- Roast Pumpkin & Feta Salad
- Chicken & Potato Croquettes w Aioli Drizzle
- Prawn & Avocado Salad
- Tortellini served in a Napoli Sauce
- Arancini Balls

## MAIN

Moroccan Grilled Chicken Breast served w Garlic Mash, Steamed Green & Carrots w Garlic Thyme Sauce
Lamb Shank served w mash & a Chunky Vegetable Sauce
Slow Braised Beef Cheeks w Parmesan Mash & Steamed Veg
Marinated Lamb Rump w Sweet Potato Mash & Steamed Veg Served w a Red Wine Jus
Char Grilled Sirloin w Potato Rosti, Steamed Ved & a Mushroom Jus
Lemon Thyme Chicken w Sweet Potato Mash, Steamed Veg w Garlic Thyme Sauce
Herb Crusted Reef Fish w Potato Rosti & Steamed Veg
Grilled Salmon w a Ranch Drizzle, Potato Rosti, Steamed Veg
Pork Cutlet w Ginger Sweet Potato Mash, Steamed Greens & Carrots

# ALTERNATE DROP

### DESSERT

- Orange & Almond cake w Fresh Whipped Cream & Strawberries
- Chocolate Ooze served w Fresh Whipped Cream
- Apple Pie w Warm Custard
- Cheesecake w Mixed Berry Compote & Fresh Cream
- □ Fresh Tropical Fruit Salad w Cream (optional)

Every possible effort is taken to maintain prices however these are subject to change to allow for market and seasonal variation. Please advise of any dietary requirements, alternate arrangements can be made.





- Steak <u>w</u> chips
- $\Box$  Battered fish <u>w</u> chips
- Grilled Chicken w chips

All kids meals receive a complimentary ice-cream with sprinkles





# BEVERAGE MENU

### SOFT DRINK

Post Mix Add 7oz Post Mix Add 10oz Post Mix Add 15oz Post Mix 10oz Post Mix 15oz Soft Drink Can Red Bull Bundaberg Ginger Beer Diet Ginger Beer Bundaberg Sarsaparilla Lemon, Lime & Bitters

#### JUICE

Orange Juice 10oz Orange Juice 15oz Pineapple Juice 300ml

## CIDER

Strongbow Original Strongbow Sweet Somersby Apple Somersby Pear

### TAP BEER

Great Northern Super Crisp Great Northern XXXX Gold James Squires Ginger Beer See staff for our craft beer options

#### BOTTLED BEER

Carlton Mid Great Northern Crisp Great Northern Original Hahn Premium Light Pure Blonde Premium Mid Toohey's Extra Dry XXXX Bitter XXXX Gold XXXX Summer -XXXX Lime

### RTD'S

Vodka Cruisers Bundaberg Rum & Cola Cans Bundaberg Red Rum & Cola Cans Canadian Club & Dry Cans Canadian Club & Cola Cans Jim Beam & Cola Cans Jack Daniels & Cola Cans Whiteclaws

### BASIC SPIRITS

Bundaberg Rum Canadian Club Jim Beam Johnnie Walker Red Smirnoff Red Southern Comfort

#### SPIRITS

Alize Bleu Bacardi Bailevs **Bundaberg Red** Captain Morgan Gold Chambord **Chivas Regal** Cointreau Coruba Rum Gentlemen Jack Gordons Gin Gordons Pink Gin **Jack Daniels** Jack Daniels Single Barrel Jameson Johnnie Walker Black Johnnie Walker Blue Kahlua Liauor 43 Makers Mark Malibu Midori Whitsunday Vodka Wild Turkey

### SPARKLING

Jacob's Creek Sparkling

#### WHITE WINE

Bay Of Stones Sauvignon Blanc Oyster Bay Sauvignon Blanc Brown Brothers Moscato Jacob's Creek Chardonnay Hähä Pinot Gris

### ROSÉ

Jacob's Creek Barosé Rosé

#### **RED WINE**

Bay of Stones Shiraz Jacobs Creek Merlot Wyndham Estate Bin 444 Cab Sav Wolf Blass Yellow Label Pinot Noir Squealing Pig Tempranillo

# **BOOKING DETAILS**

#### FUNCTION DETAILS

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### CONTACT DETAILS

Name:		Mobile number:
Postal address:		
State:	Suburb:	Postcode:
Name of contact o	on the day:	
Mobile number of	contact on the day:_	

# FUNCTION ROOM

FUNCTION ROOM

Skys Function Venue Horizons Twilights Sunsets

□ Horizons & Sunsets (joined as one) □ Sunsets & Twilights (joined as one)

ROOM SET UP

□ Caberet style □ Cocktail

## PAYMENT

### PAYMENT METHOD

Deposit Amount \$			
Invoice:			
Cheque			
Cash Cash			
Debit Card			
Credit Card Ma	stercard 🛛 🗆 V	′isa □AME	X
Cardholder's name:			
Card number:		Expiry:	CCV:
Cardholder's signature:			Date:

## TERMS

18th Birthday Celebrations Due to the nature of the event, Magpies Sporting Club are unable to host 18th Birthday Celebrations.

Car parking Magpies Sporting Club precinct offers various off-street parking areas for your guests.

**Confirmation of bookings** To confirm your reservation you will need to sign and return the terms and conditions along with a deposit which will be the total room hire or \$700 for weddings. Magpies will hold tentative bookings for 7 days only, and if Magpies do not receive confirmation and a deposit within this time we will release the space without further notice (only if more than 30 days out).

**Confirmation of Menu** The menu for your function must be confirmed at 21 days prior to your function. Special dietary requirements must be advised when final numbers are submitted and identification of guests requiring their meals provided in the seating plan. Menu items and costs may change seasonally, and menu changes will be forwarded to you.

Consumption of outside food & beverages It is our house policy that BYO is not permitted. If outside food or beverages is brought onto our premises, extra charges will apply. Cakes are permitted to be consumed on the premises, please note that cakeage fees may apply.

**Credit cards** All payments made by credit card will incur a surcharge as per the applicable merchant rate. The signatory on this agreement is liable to pay all money due under this contract. We do not accept credit, unless prior arrangements have been made with management. All function accounts must be paid with credit card, cash or bank cheque at least 7 business days before the date of the function or 14 days before a wedding. Personal and company cheques are only accepted with prior approval. If a credit account has been approved, full payment is to be made within 30 days from invoice date. Expenses incurred on the night (ie. bar tabs etc.) must be paid for on the night.

Décor & decorations Please liaise with our Functions Manager of access to the function room, for set up of table and room decorations. Walls, doors and other surfaces must not be nailed, screwed, stapled or in any way defaced. All room decorations must be approved by our Functions Manager, all candle flames must be enclosed and the use of small glitter or confetti is not permitted. Ceiling decorations must be installed by a qualified decorator or a Magpies staff member, in the event of Magpies staff installing ceiling decorations charges will be incurred.

**Deliveries** Magpies Sporting Club must be advised of all deliveries and collections made on behalf of the client. The client must make payment for delivery of goods in advance. The set up of these items are needed to be done by the delivery persons unless prior arrangement has been made with the Functions Manager. Assistance for moving in or out of equipment will only be possible if staff are available. Deliveries must be made between 9am and 4pm on weekdays unless prior arrangements have been made with the Functions Manager. Deliveries for wedding cake, flowers and decorations need to be organised directly with the Functions Manager. Magpies Sporting Club accepts no responsibility for the storage or set up of any additional items. All equipment must be removed from the function room at the conclusion of the event.

Displays and signage Signage and displays must be kept within the assigned function room unless club management has given prior approval.

Equipment Charges may apply for special equipment or facilities provided for each function - please discuss costs and needs with the Functions Manager.

Final numbers The final numbers are to be confirmed at or before midday at least 7 business working days before the event. This will be the guaranteed number. Increases of up to 10% are acceptable if adequate notice is given. It is your responsibility to notify us of final numbers. Charges will be based on the guaranteed number, or the number attending which ever is the greater.

Fire & safety 1. Exit doors must be free of blockages, such as display stands and screens 2. Exit doors must not be locked and exit signs must be clearly visible 3. Highly flammable materials are not permitted 4. No objects are to be placed within a 1 metre radius of fire fighting and safety equipment.

Hours of business Skys Function Venue concludes trading for functions at 12am midnight. All guests must depart no later than 12.30am. Upon leaving Sky's Function Venue, entry to the Club's ground level is at the discretion of the Duty Manager.

Insurance All possible care will be taken however; Magpies Sporting club will not accept any responsibility for loss or damage to the property of the client, their guests or their contractors.

Music / entertainment All music played at must cease by 11:45pm. All entertainment acts are required to maintain a noise level that does not cause disruptions to guests on the ground floor. All entertainment is to be pre-approved by Skys Functions Manager. Bands with drum kits are forbidden.

Payment Your payment may be paid by cash, bankcard, MasterCard, Visa, American Express or direct transfer prior to the date of the function.

**Responsible service of alcohol** Magpies Sporting Club & Skys Function Venue, in accordance with Liquor Licensing laws, reserves the right to refuse the service of alcohol to any guests it considers being under age, intoxicated, is without suitable identification, or is behaving in an offensive manner. Persons denied service due to RSA reasons will be required to leave premises. No alcohol can be removed from the building.

Room allocation Magpies Sporting Club reserves the right to reassign the function to another room if the room originally booked is not available or is not considered suitable in the opinion of the Functions Manager.

Security As per our house policy, we are required to staff an extra security guard for 21st celebrations. This is a charge to you at \$50 per hour, subject to the length of hire.

Smoking Magpies Sporting Club is a non smoking venue. There is a designated smoking area located on the balcony upstairs or on the ground level outside of the building. The balcony doors must be kept closed at all times, if they are left open and smoke triggers our fire alarms there is a \$1,350 charge.

Sundays/Public Holidays Magpies Sporting Club do not host functions on Sundays or public holidays.

# **TERMS CONTINUED**

- **1.0 Definitions** For the purpose of these terms and conditions, the following definitions apply:
- 1.1 'Booking Report' means the Booking Report form provided to you prior to the event outlining the details and costs of your event, please note this is not an invoice.
- 1.2 'Business Day' means any day from Monday to Friday inclusive, except public holidays.
- 1.3 'Magpies Sporting Club' means Magpies Sporting Club Ltd and its managers, officers, employees and authorised agents.
- 1.4 'Magpies Sporting Club premise' means the premises situated at the corner of Sweeney Court and Glenella Road, Glenella.
- 1.5 'Services' means the services provided under the terms of this agreement.

#### 2.0 Booking and deposit

- 2.1 Event room space will only be held tentatively for seven days, from the date Magpies Sporting Club accepts your booking.
- 2.2 Confirmation of your booking is required in writing together with a deposit payment.
- 2.3 If Magpies Sporting Club does not receive a signed copy of the Booking Agreement document and a deposit within 7 days from the date of this agreement, all space will be released and your booking will be cancelled. Deposits are non-refundable and will either be applied towards payment of final account or, in the event of cancellation applied towards payment of the cancellation fee.

#### 3.0 Payment

- 3.1 Payment of the balance of the estimated event charge is due 7 business days prior to the event date.
- 3.2 Payment is to be made either by way of bank cheque, credit card or directly deposited to the Magpies Sporting Club nominated account. Personal cheques must have prior approval.

#### 4.0 Event details

- 4.1 You are required to provide Magpies Sporting Club, in writing, particulars of all venues, beverages, entertainment, technical requirements, room setup, access time, starting time and finishing times in connection with your event and the number of persons you expect to attend your event. These details are required at least 21 days prior to the event.
- 4.2 The guaranteed number of guests attending the event is required by 4pm, 7 business days prior to the event for catering and billing purposes. Increases of up to 10% are acceptable after this time. Should guaranteed numbers not be received, the attendance indicated on the Booking Report will be taken as final.
- 4.3 If the number of who attend your event differ by more than 20% from the number of persons notified to Magpies Sporting Club under paragraph 4.2, Magpies Sporting Club reserves the right to review the price charged for your meals and may relocate your function to an alternative function room.
- 4.4 Pricing may be subject to change due to market and seasonal variations.
- 4.5 All plans and designs for any exhibitions or displays that you propose to stage or present during your function shall be provided to, and will need to be approved by Magpies sporting club at least fourteen days prior to the event.
- 4.6 Event attendees must leave the designated function space at the closing hours indicated on the Booking Report, unless agreement has been arranged prior to the commencement of your event.
- 4.7 You must ensure that nothing is nailed, screwed or adhered in any way to any wall, door or other part of the building unless Magpies Sporting Club grant prior permission.

#### 5.0 Event cancellation

- 5.1 Magpies Sporting Club Must receive any cancellation of an event booking in writing. In the event of a cancellation the following cancellation penalties will apply.
  - a) 120 days plus before the event, no penalty charges will incur
  - b) 91-120 Days prior to the event, Room hire will be with held
  - c) 61-90 Days prior to the event, 40% cancellation fee will apply based on Estimate Event Charge.
  - d) 31-60 Days prior to the event, 50% cancellation fee will apply based on the Estimated Event Charge.
  - e) 14-30 Days prior to the event, 75% cancellation fee will apply based on Estimate Event Charge
  - f) Within 14 Days a 100% cancellation fee applies
- 5.2 Magpies Sporting Club reserves the right to cancel an event booking should any of the following apply.

#### 6.0 Circumstances beyond the control of Magpies Sporting Club

6.1 If Magpies Sporting Club is unable to provide the facilities or any other arrangements for your event, or any part thereof, or to otherwise perform the terms of this agreement, and Magpies Sporting Club failure is due to circumstances beyond its decision or control, Magpies Sporting Club is not responsible for any costs, damages or expenses that you may suffer or incur. In these circumstances Magpies Sporting Club will endeavour to assist with making alternative arrangements.

#### 7.0 Special effects

7.1 Smoke machines, special balloon effects and / or pyrotechnics can not be operated without prior approval from the Functions Manager. Should a fire brigade respond to an alarm in a function room, which has been set off by an unauthorised use of any equipment, you will be liable for any charges incurred by Magpies Sporting Club, even if occurred due to a contractor attending on behalf of your function.

#### 8.0 Conduct of the event

- 8.1 Your event must be conducted in an orderly and lawful manner and in accordance with the conditions attaching to Magpies Sporting Club licenses granted under the Liquor Act 1992.
- 8.2 Magpies Sporting Club may terminate your event if Magpies Sporting Club believes that your event is not being conducted in an orderly and lawful manner.
- 8.3 Magpies Sporting Club has no responsibility to you for any costs, damages or expenses that you may incur in relation to Magpies Sporting Club termination of your event.
- 8.4 Magpies Sporting Club may exclude or remove persons or possessions from your event or from Magpies Sporting Club premises.
- 8.5 No food or beverage of any kind, other than that provided by Magpies Sporting Club, will be permitted onto Magpies Sporting Club property without consent of the Magpies Sporting Club Functions Manager.

# **TERMS CONTINUED**

8.6 Magpies Sporting Club practices principles of responsible service of alcohol. Intoxicated, unduly persons without correct identification caught consuming alcohol will not be served alcohol and will be removed from the premises.

#### 9.0 Surcharges

- 9.1 A labour surcharge of \$2.00 per person, per hours or part thereof, is applicable if an event continues after the agreed conclusion time. In addition to this any entertainment for the event will also incur extension fees.
- 9.2 A corkage fee upon request will apply if bringing outsourced alcohol onto the premise.

#### 10.0 Items not collected

10.1 Any items that have not been collected after the event will be disposed of within 7 days.

#### 11.0 Magpies Sporting Club waives responsibility for:

- 11.1 Theft, damage or loss of any goods brought onto the Magpies Sporting Club premises.
- 11.2 Any ill effect, suffered from food or beverage consumed, other than what is catered for by Magpies Sporting Club

#### 12.0 Loss and damage to Magpies Sporting Club

12.1 You are responsible and will be billed for all loss or damage to the property of the Function room (including the Magpies Sporting Club premise and any fixtures, furnishing or goods on or off the premises) caused by or arising from any act or omission by you, your guests or any other persons attending your event.

#### 13.0 Indemnity and release

- 13.1 The Customer agrees to indemnify Magpies Sporting Club and its employees and agents against any and all claims, actions, damages, loss, liability, cost, charge, expense, outgoing or payment (including legal costs and expenses) whatsoever resulting in the negligence, gross negligence or misconduct of the customer or its attendees from the provision of the services. Magpies Sporting Club agrees to indemnify the customer and its employees and agents against any and all claims, actions, damages, loss, liability, cost, charge, expense, outgoing or payment (including legal costs and expenses) whatsoever resulting from the negligence, gross negligence or misconduct of the Magpies Sporting Club from the provision of the services.
- 13.2 Magpies Sporting Club reserves the right to take photos of the function and use them for promotional purposes.

#### 14.0 Limitation of liability

- 14.1 Magpies Sporting Club
  - a) Excludes all conditions and warranties implied into the agreement to the extent permitted by law;

b) Excludes any liability to the Customer of any indirect, special or consequential loss, costs or damages (including, but not limited to, loss of profits, loss or revenue, loss of bargain, damage to reputation and expectation loss) arising our of this agreement, including but not limited to Magpies Sporting Club, supply of, delay in supply or failure to supply the Magpies Sporting Club premises and services under this agreement, whether arising as a result of any act omission or negligence of Magpies Sporting Club or otherwise;

c) Limits liability for any breach of any such condition or warranty that cannot be excluded at law to the greater (at Magpies Sporting Club option) of:

i) Re-supplying those or equivalent services; or

ii) Paying the cost of having the services re-supplied

d) Magpies Sporting Club liability under this agreement is reduced to the extent that the Customers acts or omissions (or those of a third party engaged by Magpies Sporting Club) contribute to or cause the loss or liability.

#### 15.0 General

- 15.1 Neither party may assign or attempt to assign or otherwise transfer any right or obligation arising our of this agreement without the written consent of the other party (which consent may not be unreasonably withheld or delayed), except that Magpies Sporting Club may sub-contract the provision of part of its Services and may, at its discretion assign its rights and obligations under this agreement of any related entity.
- 15.2 Failure by either party to exercise or enforce any right conferred by this agreement will not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of the right or of any other right on any later occasion.

15.3 This agreement constitutes the entire agreement between the parties as to its subject matter and supersedes and prior understanding or agreement between the parties including any Memorandum of Understanding of Heads of Agreement and any prior condition, warranty indemnity or representation imposed, given or made by Magpies Sporting Club.

15.4 This agreement is governed by laws applicable in the State of Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State.

1		have read and accept the terms and conditions.
	(full name)	
Signature:	Date:	

Your guests need to be aware that it is a requirement of all Sporting Clubs that upon entry the general public must sign in at either reception or sportsbar. This is a legal requirement for all members and non members. If your visit is confined to the function venue only no sign in is necessary. Guests must have formal identification and proof of age and a form of the following:

Reciprocal club card

Residence is 15km's away from Magpies Sporting Club

• Signed in guest of reciprocal or Magpies member

# CONTACT US

Sky's Function Venue, Magpies Sporting Club

- (07) 49 656 100
- 1 Glenella Road, Mackay QLD 4740
- functions@magpiesmackay.com.au
- www.magpiesmackay.com.au

Skys Function Venue team are looking forward to hearing from you, or meeting in person to discuss your celebration, our shout for the coffee.