

## TERMS & CONDITIONS - EVENTS

These Terms and Conditions apply to all bookings made for Luna2 properties and form a part of the event contract. Should you sign the contract, the below points are automatically agreed.

### Deposit payment for F&B events

A non-refundable deposit 100% of the agreed F&B minimum spend for plus service charge and government tax, must be paid to confirm the booking. For deposit policy for rooms, please read Terms & Conditions for Hotel Rooms.

### Final Payment

The final balance of all charges for accommodation/catering/banquet/meeting facilities etc, plus service charge and government tax, must be paid after the event and latest upon check-out. No invoices will be sent.

### Booking Confirmation

The event is confirmed when the agreed 100% deposit for F&B minimum spending has been received via:

- Bank transfer
- Cash
- Credit Card or debit card third party authorisation

Bank transfers can be made to the following account:

### **BII Bank Account**

**Account Name:** PT Mimpi Design  
**Bank Name:** Bank BII  
**Address:** Jl. Sunset Road, Kuta  
Bali 80361, Indonesia  
**Rupiah Remittance:** 2430007711  
**USD Remittance:** 2430201000  
**Swift Code:** IBBKIDJA

Luna2 reserves the right to cancel any proposed, tentative bookings if payment is not received on time.

### Liability

The Event Organiser shall indemnify the Hotel from and against all claims, proceedings, demands, costs, charges, liabilities and actions in respect of any liability caused by or arising from the function or any bookings arranged by The Organiser at Luna2 or in the exercise or purported exercise of the rights to use the venue/location granted by Luna2, including but not limited to the following:

- Any loss or damage to any of The Event Organiser or Luna2's property (real or personal) or that of its employees, agents or guests however caused;
- Any injury to or death of any of The Event Organiser or Luna2's employees or that of its agents (save and except any injury or death caused by the negligence of the Luna2 or its employees or agents)
- Any loss or damage to property (real or personal) sustained by, or any injury to or death of any third party as a consequence of the negligence of The Event Organiser or its employees, agents or guests.
- Any liability arising directly from any act or failure or omission or negligence of The Event Organiser or its employees, agents or guests.

### **Property Damage**

Without prejudice to the condition headed "Liability", The Event Organiser shall be liable for and agrees to compensate at the cost estimated or assessed by Luna2 for any loss or damage to the Luna2's property by The Event Organiser, its employees, agents or guests.

### **Entertainers, Contractors, Equipment**

Any requirements of production personnel and/or contractors must be submitted to Luna2 by The Event Organiser at least 30 days prior to the event date. All requirements and setups are subject to Luna2 approval.

### **Audio/Visual**

All audio/visual requirements, whether using Luna2 equipment or those of a third party contractor, are subject to approval by Luna2 management. A proposal detailing any such requirements will be submitted by The Event Organiser no less than thirty (30) days prior to the event. Luna2 reserves the right to remove, relocate or alter any unapproved audio/visual equipment. Any prices quoted by Luna2 for audio/visual equipment are subject to change without prior notice.

### **Signage, Banner Display**

Signage in public areas is generally discouraged but where permitted, is at the discretion of Luna2 management. A proposal detailing size, material, proposed location and method of installation should be submitted by The Event Organiser for Luna2 approval no less than thirty (30) days prior to the event. Luna2 reserves the right to remove or relocate any signage that is not approved.

### **Furniture and fittings**

Removal or relocation of Luna2 interior or exterior furniture and fittings for events is generally discouraged but where permitted, is at the discretion of Luna2 management. An event floor plan detailing any proposed relocation or removal should be submitted to Luna2 by The Event Organiser for approval no less than thirty (30) days prior to the event.

The use of any external furniture, decoration, equipment or fittings on Luna2 property is subject strictly to the approval of Luna2. A proposal detailing any and all such items must be submitted to Luna2 by The Event Organiser for approval no less than thirty (30) days prior to the event.

Luna2 reserves the right to remove or relocate any furniture, decoration, equipment or fittings that are not approved.

### **External Food & Beverage**

No food or beverage may be brought onto Luna2 premises for use at the event without the express written permission of Luna2. In the event that this permission is granted, then The Event Organiser hereby indemnifies Luna2 from and against all claims, proceedings, demands, costs, charges, liabilities and actions in respect of any liability caused by or arising from the consumption or use of such goods.

### **Beverage Services**

All beverages will be served strictly from the agreed start time of the event. Any beverages required before the agreed start time will be charged on a consumption basis.

All beverage consumption will conclude five minutes prior to the agreed conclusion time. Luna2 team will discreetly offer a last round before concluding all beverage service. Any beverages served after this point will be charged on a consumption basis.

**Alcohol Control**

Luna2's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

**Food Allergy**

The Event Organiser will provide the names and details of any event guests who have any food allergies or sensitivities no less than thirty (30) days prior to the event. Luna2 will provide, on request, full information as to the ingredients of any items served at the event.

Should The Event Organiser not provide the names of the guests and the nature of their food allergies or sensitivities, then The Organiser shall be liable for all claims, proceedings, demands, costs, charges, liabilities and actions in respect of any illness, injury or death caused by or arising from the consumption or exposure to food, beverage or other items.

**Guest behaviour**

Guests are requested to conduct themselves appropriately and respect the dress code at all times and to comply with Luna2 management requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety.

Where guests do not follow Luna2 house rules, they will be removed from the property and no refund for lost accommodation or any other loss or expense will be considered.

**Smoking**

All Luna2 properties are generally non-smoking; except designated areas or venues.

**Illegal substances**

In accordance with Indonesian law, no illegal substances or materials are to be possessed, sold or consumed on Luna2 property. Hotel management will take immediate action to remove from Luna2 property any guests breaching Indonesian law. Luna2 will not be held responsible for any unlawful conduct.

**Minimum F&B spend and final guest numbers**

It is agreed that the minimum F&B spend amount will be the required deposit payment.

Final guest list and numbers must be communicated to Luna2 by before 5:00PM a minimum of five (5) working days prior to the event. These final guest numbers will determine the total per head event charges and will not be subject to any reduction.

Any increases in final guest numbers are at the discretion of Luna2 management and will be charged accordingly.

**Validity**

Prices are applicable from June 2014 to June 2015 and are inclusive of 11% government tax and 10% service charge.

**Outdoor functions**

In the event of inclement weather Luna2 reserves the right to make the final decision regarding relocating outdoor functions. The decision to move a function to another location must be made no later than 9:00PM the night before a breakfast, no later than 8:00AM the day of a lunch, and 1:00PM the day of a dinner based on prevailing weather conditions and the local forecast.

Outdoor functions involving amplified music, outdoor bands, or DJs shall not extend past midnight.

Luna2 will not be liable for the refund of any deposit or moneys paid due to cancellation or delay caused by any weather conditions before, or during, the event, or setup and dismantling of the event.

**Revision to Arrangements**

To allow us to implement your specific requirements according to your expectations, we encourage you to give us information on additional arrangements or changes no later than seven days prior to the function date, in order to avoid last minute concerns.

**Labour fee**

Any extension of the scheduled length of the event is at the discretion of Luna2 management and will incur additional charges.

**Cancellation:**

In the event of cancellation of a booking, the following refunds will be issued:

- More than 30 days prior to event → full refund, less the costs of any special arrangements or orders that have been placed
- More than 14 days prior the event date → 50% of the paid deposit, less the costs of any special arrangements or orders that have been placed
- In the event of a cancellation 14 days or less prior to the event, the deposit will be forfeited, in addition to costs of special arrangements or orders that have been placed.

**Force Majeure**

In the event that the Event Contract cannot be performed, or its obligations cannot be fulfilled by Luna2 for any reason beyond its reasonable control (including, without limitation, any amendment of or change in any applicable law or regulation, suspension, revocation or non-renewal of the license or permit by the relevant regulatory authorities, war, industrial action, acts of god, unforeseen technical failure and utility failures), then such non-performance or failure to fulfil its obligations shall not be deemed to be a breach of this Agreement by Luna2 and this Agreement shall be terminated accordingly.