

**Reminder:** This is just a sample of Terms and Conditions as your guidelines, each manager may create their own terms and conditions based on the nature of your venue or services offered to customer. Please delete whichever is not relevant, e.g. providing food catering services (para 4.3 and 4.4)

# Terms and Conditions

*Please read through our Terms & Conditions carefully prior to engaging in our services. These Terms & Conditions will be enforced on all orders with no exceptions. By making a booking / reservations for our rental / services, or accepting our services, you agree to abide by these Terms.*

Venue Name: **Main Auditorium**  
Venue Owner: **Residential & Services Department**  
Office Contac Number: **03-61964784**

## 1. OUR SERVICES

1.1 The provision and engagement of our services are subject to the terms and conditions contained in the Agreement and these Terms. Our service responsibilities are limited to the scope of services set out in the Agreement. Any changes to our scope of services must be mutually agreed in writing.

1.2 Upon request, we may assist you to procure and engage certain third party services (e.g. photographer, videographer, band, additional equipment, special food items, special decoration, etc) on your behalf subject to market availability and additional charges. Such independent third party service providers will be solely responsible to provide their services to you and we are not responsible or liable for such third party services.

## 2. DEPOSIT

Unless otherwise agreed in writing, all deposits paid by you are non-refundable. Please see Clause 19 below for situations where the deposits or payments made may be converted into credits for use on our services.

## 3. PRICING AND PAYMENT

3.1 The charges for our services are as set out in the website and apply for the specified event(s) only. Kindly note that prices quoted may be subject to revision,

depending on any changes to the event requirements, number of attendees, package, menu, event date and other relevant circumstances.

3.2 All charges must be paid in Ringgit Malaysia currency. Any bank charges shall be borne by Customer. Any loss on the exchange arising from accounts being settled in other currencies (applicable to overseas customers) will be borne by Customer.

3.3 Payments for our services must be made in accordance with the schedule of charges display in our website. Payment must be made through online (via IIUM payment gateway) after confirmation of booking. Unless otherwise agreed in writing, all invoices issued to you must be settled within fourteen (14) days of the date of the invoices.

3.4 Unless otherwise approved by our management, we shall be entitled to suspend our services, terminate the booking and/or deny you entry to our event venue(s) if any charges payable to us are not made in accordance with the payment terms specified in the Agreement.

3.5 From time to time, we offer promotional package pricing which includes freebies, discounts and it's valid for usage on the specified event date only. Any changes on date will result it to be invalid.

3.6 We reserves the right to change the prices or freebies offered, in particular if this is necessary as a result of increase of cost price, inavailability of stocks, vendors inability to perform service or other regulations.

3.7 We cannot be held to any price indications that are clearly incorrect, for example as a result of obvious typesetting or printing errors. No rights may be derived from incorrect price information.

3.8 Any such promotional pricing is offered in our sole discretion, and we are under no obligation to offer any promotional pricing to you even if we have provided promotional pricing offers to any other customer, or to continue to offer any promotional pricing previously offered.

3.9 We reserves the right to make improvements, substitutions or modifications to the package(s) or prices at any moment, with the aim of adapting to changes in order to perform the services.

#### **4. FOOD & BEVERAGE**

4.1 No alcoholic beverages and non-halal meat menu are allowed to be served in our event venue(s).

4.2 For health and safety reasons, only food or beverages prepared and served under our control may be consumed on our event venue(s), and any such food or beverages leftover from your event(s) may not be removed from the event venue(s).

4.3 We will not be liable for food quality or food contamination if any food prepared by us is consumed after the recommended time, including food removed from the event venue(s).

4.4 Our staffs will only handle food and beverages prepared by our kitchen. Please inform us in advance if extra staff and/or equipment will be needed to handle other food and beverages served.

## **5. PRE-EVENT SET-UP**

Early access to our event venue(s) for pre-event set-up is subject to availability. Wedding event customers may request for rehearsal session subject to availability and additional charges.

## **6. AUDIO VISUAL CHARGES OR OTHER RELATED EQUIPMENT**

Audio visual equipment and other related equipment is available for hire. (Please consult venue manager for details) Depending on your chosen package, it may be included in the package. All requests for additional audio visual equipment and other related equipment will be subject to availability and additional charges.

## **7. NOISE RESTRICTIONS**

Our event venue(s) do not allow sound system and public announcements at the foyer and public areas. Sounds and volume in the function rooms must not exceed a reasonable volume for the comfort of all guests. We reserve the right to require sounds or volume to be reduced if they exceed a comfortable level.

## **8. SURCHARGE**

8.1 If you bring in other third party vendors (e.g. food vendors) to our event venue(s) who are not our panel vendors, we shall be entitled to charge an administrative fee of RM150.00 per vendor.

8.2 You shall be responsible in ensuring that the event venue(s) is vacated by the stipulated time. If your event(s) extend beyond the stipulated time, additional surcharges at prevailing rate will be imposed and payable by you at the end of the event(s).

## **9. CAR PARK**

The car park facility at our event venue(s) is subject to fee. The following parking rates apply subject to change at any time without prior notice.

- (a) 1st hour or part thereof is RM1.00
- (b) Every subsequent hour or part thereof is RM1.00
- (c) Maximum rate per day is RM5.00
- (d) Penalty for lost of ticket is RM30.00

#### **10. STORAGE**

If you keep any personal belongings, materials or equipment at our event venue(s), either during, before or after your event(s), it will be at your own risk and we will not be liable for any losses of or damages to your or any attendees' or your invitees' personal belongings, materials or equipment.

#### **11. SMOKING**

With the current regulations by the Ministry of Health Malaysia, please be advised that smoking is strictly prohibited in all air-conditioned private function rooms, pre function and foyer areas at our event venue(s).

#### **12. PHOTO AND VIDEO USAGE**

You agree to grant to us an irrevocable, unrestricted, royalty-free right to reproduce the photograph images and/or videos of your event(s) (including images of bride and groom) taken in and around our event venue(s) for the purpose of publication, promotion, illustration or advertising, in any manner or in any medium, without attribution or compensation to you, in connection with our services. You agree to release us and our shareholders, directors, officers, employees and agents from all claims and liability relating to the use of such images or videos. Furthermore, you agree to grant to us the right to use your statements given during interview with us for the purpose of advertising and publicity of our services without restriction.

#### **13. LICENSES FOR ENTERTAINMENT**

Music entertainment licenses are required for functions involving usage of music either via pipe-in music, music machine, karaoke, fashion show or live artistes performances in the function rooms, banquet halls or ballroom. You are solely responsible to apply

for any licenses from and/or pay any license fees to the relevant licensing or copyright protection bodies directly.

#### 14. **DAMAGES**

14.1 You shall be responsible for any losses, damages, personal injury or death caused by you or any of your event attendees or invitees occurring during your event(s) at our event venue(s).

14.2 You must not post, tack, nail, screw or attach any materials or displays on the columns, walls, floors or other parts of the building or furniture at our event venue(s) without our prior written approval. If permission is granted, you shall be responsible for all damages, breakages and removal of all such materials or displays; any cost of repairs or replacement will be borne by you.

14.3 The use of fresh *bunga rampai*, party poppers, dried potpourri or other related items that may stain the carpet or require extra cleaning labor are strictly prohibited in our event venue(s). We may consider special exceptions provided you are willing to pay a labour charge for the clean-up of such items.

14.4 No fireworks or similar activities that may cause fire hazards are permitted in our event venue(s).

14.5 If you require additional set up other than the venue standard set up and decorations, you or your appointed agents/contractor shall place with us a security deposit of RM2,000.00 (or such other amount as we may determine). Such security deposit will be refunded if there is no violation of our Outside Contractor's Terms & Conditions. If there is any violation or losses or damages caused by you or your agents/contractors to our event venue(s), furnitures, fittings or equipment, such security deposit will be used to set-off any cost or repairs or replacement. If the security deposit is insufficient to cover such costs, any additional costs will be borne by you.

#### 15. **BOOKING CANCELLATION**

You acknowledge that if you cancel your booking or event(s) when we have reserved the event venue(s) for you pursuant to the Agreement, we will suffer losses due to loss of revenue, business opportunities and/or expenses incurred in preparing for your event(s). Thus, cancellations of events function and venue / space after confirmation must be advised in writing to the venue manager.

As such, if you cancel your event(s) or our services after the date of the Agreement, the following cancellation charges will apply;

<b>Booking Cancellation</b>	<b>Cancellation Charges</b>
Cancellation more than 31 days prior to the event date	10% of total revenue will be charged
Cancellation / or postponement between 30 - 15 days prior to the event date	50% of total revenue will be charged
Cancellation / or postponement within 14 days prior to the event date	100% of total revenue will be charged
Postponement more than 30 days prior to the event date	No charge is applicable
"No Show" Policy	100% of total revenue will be charged

## 16. EVENT POSTPONEMENT

As we have to make advance arrangements to prepare for your event, you may only make one (1) time change or postponement of event date subject to our event venue availability and provided that any change request must be made no later than five (5) months before the original date of event.

## 17. TERMINATION

We shall be entitled to suspend our services or terminate the Agreement if you have breached any term of the Agreement (including these Terms) and failed to rectify such breach within fourteen (14) days of the date of notice of default issued to you. Upon termination of the Agreement pursuant to this clause, we shall have no further obligations to provide any services to you, you shall have no claim against us and you shall be liable for the cancellation charges under Clause 15 above as if you have cancelled your event or our services.

## 18. LIMITATION OF LIABILITY

18.1 Our maximum liability to you for any claim, whether in contract, tort or otherwise, in connection with or arising out of the Agreement (including these Terms) shall not exceed fifty per cent from the total original contract value or revised contract value (as the case may be) of the Agreement.

18.2 In no event shall we be liable to you for any indirect, incidental, special, punitive, exemplary or consequential damages or any damages or losses of any kind in any manner in connection with or arising out of the Agreement (including these Terms), regardless of the form of action or the basis of the claim or whether or not we have been advised of the possibility of such damages or losses, including, but not limited

to, damages for loss of profit, business interruption or any other commercial damages or losses.

## 19. **FORCE MAJEURE**

19.1 We shall not be liable for any failure or delay in performance of our obligations under the Agreement arising out of or caused, directly or indirectly, by circumstances beyond our reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics; epidemics; riots; power failures; computer failure and any such circumstances beyond our reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; strikes, lockouts, lockdowns, acts of civil or military authority; governmental orders or actions; or inability to obtain labor, material, equipment or transportation (each a “**Force Majeure Condition**”). In the event of any such delay, the time for performance of such obligations shall be extended for a period equal to the time lost by reason of the delay.

19.2 If your event cannot be held or if our services cannot be performed on the date of your event due to any Force Majeure Condition, you shall not be entitled to any refund of payments as we would have incurred expenses to make advance arrangements to prepare for your event, but you shall be entitled to either:

- (a) request for one (1) time postponement of the event to another new date (such new date shall not be less than five (5) months after the original event date and shall be subject to event venue availability); or
- (b) request for all payments made by you to be converted into credits of equivalent value for use on our services in the future by you or any person nominated by you in writing.

## 20. **ENTIRE AGREEMENT**

The Agreement (including these Terms) constitutes the entire agreement between Customer and IIUM with respect to the subject matter of the Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Agreement.

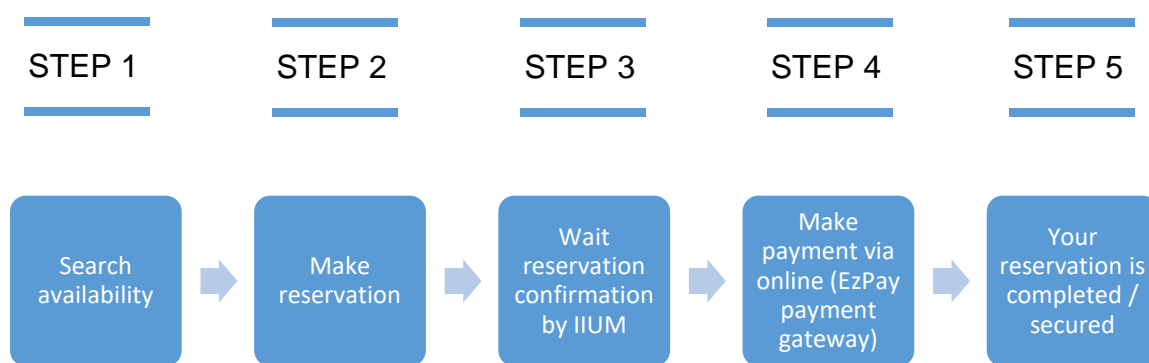
## 21. **DISPUTE RESOLUTION**

Any disputes, controversy, difference or claim between the parties arising out of or relating to the Agreement (including these Terms), including the existence, validity,

interpretation, performance, breach or termination thereof (“**Dispute**”) shall be settled by the parties amicably through good faith discussions upon the written request of any party. In the event that any such Dispute cannot be resolved thereby within a period of thirty (30) days after the date of such written request, the parties shall submit to the exclusive jurisdiction of the courts of Malaysia.

## 22. **BOOKING / RESERVATIONS WORKFLOW**

Reservations will only be confirmed upon payment of the booking.



*IIUM reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately. Please check the latest information posted herein to inform yourself of any changes.*