

The Terrace Function Terms & Conditions

Delaware North Food Services Pty Ltd

Tentative Bookings

Bookings will be considered tentative pending clearance of a full deposit payment, the return of the completed & signed booking form, conditions of vehicle entry & sign terms & conditions. A tentative booking will be held without obligation for a period of seven (7) days from the initial enquiry. Delaware North Food Services Pty Ltd (DNFS) reserves the right to cancel an unconfirmed booking without further notice and re-allocate the date to other clients.

Deposit Payment

A minimum initial deposit of the greater of \$2,200.00 or 20% of the total event cost must be paid at the time of booking / confirmation.

Minimum Number of Guests and Minimum Spend

Anticipated final numbers are requested fourteen (14) days prior to the event date. Final numbers are required ten (10) working days prior to your event. This number will represent the minimum number of guests for which you will be charged. Additional guests will only be accommodated where possible at the absolute discretion of management.

The client represents that the number of expected adult guests on the booking form is a realistic expectation of attendance and acknowledges that this is the basis upon which the booking is accepted. If the expected attendance falls below the minimum number required after the booking has been made, the client will be liable to pay the minimum spend for this event which included in the booking form for the client's event. Regardless of the final number of guests or the package costs, this minimum spend applies and will be charged to the client.

Minimum spend for a function at The Terrace is \$14,000 on a Friday and Sunday evening and \$18,000 on a Saturday evening.

Final Payment (5 working days prior to event)

The final payment of the balance owing on the total event cost is required to be cleared five (5) working days prior to the event.

Price Changes

Prices quoted are based on current costs and are subject to change at any time. DNFS reserves the right to change or delete menu items based on seasonal availability. Management reserves the right to increase prices by up to 5% due to any increases in the cost of goods or services. Price increases will be communicated within a reasonable amount of time prior to the client's event. In the event that the price changes are not acceptable to the client, the client has the right to cancel this agreement within seven (7) days notification to the venue. A full refund will be made to the client upon cancellation. In the event of cancellation, DNFS will not be liable for any compensation to the client.

Public Holidays

All events held on public holidays will incur a 15% surcharge on all food and beverage.

GST

All prices are GST inclusive. A Tax Invoice will be provided on request.

Payment Types

DNFS's preferred method of payment is Bpay. Payment by EFT, credit card, cash or bank cheque is also accepted. Cheques are to be made payable to "Delaware North Companies Australia Pty Ltd". Dishonored cheques will incur a \$30 administration fee.

Credit Card Surcharge

Please note that all payments made by credit card incur a credit card surcharge. Payments made by Master Card or Visa attract a 1% surcharge. Payments made by American Express or Diners Club attract a 3% surcharge.

Cancellation

All cancellations must be in writing. In the case of cancellation:

- 180 days or more prior to event – the deposit less an administration fee of 10% will be refunded.
- 90-180 days prior to the event – the full deposit will be retained.
- 45-90 days prior to the event – the client will be liable for a 50% payment of the overall projected cost of the event.
- 15-45 days prior to the event – the client will be liable for a 75% payment of the overall projected cost of the event.
- Less than 15 days prior to the event – the client will be liable for the full amount of the overall projected cost of the event.

Postponement

Event booking dates are transferable at the venue's absolute discretion and an administration fee may apply.

Unavailability of Venue and Performance of Agreement

In the event that the venue cannot be made available to the client on the date(s) for which it has been booked, or DNFS's ability to meet its obligations under this agreement is affected, for reasons including, but not limited to, fire, flood, damage, industrial dispute or breakdown in machinery, DNFS shall not be liable for any loss, damage or injury whatsoever suffered by the client whether based on breach of contract, warranty or otherwise, caused by its failure to observe or perform the terms and conditions of this agreement.

Allergy Requirements

Allergy requirements must be advised to your event manager ten (10) working days prior to your event. Vegetarian, vegans, seafood, nut allergy, gluten free and coeliac requests will be accommodated for complimentary. Kosher requirements will incur an additional cost.

Agreed Functions Times and Time Extensions

The client is responsible for occupying and vacating the venue within the time scheduled. Utilisation of the space outside the time quoted is at the venue's absolute discretion and may be subject to a further surcharge.

Responsible Service of Alcohol

The Terrace follows the National Alcohol Beverage Industries Council guidelines on the Responsible Service of Alcohol. The Terrace staff are instructed not to serve any alcoholic beverages to guests under the age of eighteen (18) years, or guests in a state of intoxication. The Terrace reserves the right to exclude persons, without liability, from an event without notice.

Guest Behavior

The client agrees to conduct the event in an orderly manner in full compliance with site regulations, all laws and the direction of DNFS staff and the Royal Botanic Gardens Regulations (see attachment Regulations of the Gardens).

The management reserves the right to exclude or eject any or all objectionable persons (as deemed by management) from the venue without liability.

Damage to Property

The client is financially responsible for all breakages or damage caused by the client, the client's guests, invitees or other persons attending the event whether in the room reserved or any other area or part of the venue. Any repairs or replacements (including replacement of crockery, cutlery, glassware or linen) required by DNFS to return the venue to its condition prior to the event will be charged to the client, at DNFS's absolute discretion. We will endeavor to invoice the client for these costs within seven (7) days of the event.

Client's or Guest Property

DNFS does not accept any responsibility for damage or loss of property left at the site prior, during or after the event. All client goods must be removed from the venue no more than twenty four (24) hours after the event. Any client property remaining at the venue more than 24 hours after the event will be dealt with by DNFS as it sees fit, including (but not limited to) removal of the property at the client's expense.

Evacuations

In the case of an emergency, the client shall ensure that all guests evacuate the venue in accordance with the directions or instructions of DNFS.

Cleaning Charges

General cleaning is included in the cost of the event. Additional charges may be incurred where an event has created cleaning requirements that are considered, in our reasonable opinion, to be over and above the normal cleaning scheduled. Additional cleaning charges will be invoiced to the client within seven (7) days of the event.

Entertainers Meals

The Musicians Award stipulates that all entertainers must receive a full meal after working four (4) hours. The charge is \$60.00 per person (not including alcoholic beverages, but inclusive of non-alcoholic beverages). The client agrees that any meals provided to entertainers, master of ceremonies, photographers and the like are not included for the purposes of calculating minimum numbers or minimum spends. The cost of all entertainers' meals must be paid for by the client.

No BYO

No beverages, including alcohol of any kind, will be permitted to be brought in for consumption at the event by the client or their guests without prior approval.

No food of any kind (other than a wedding cake), will be permitted to be brought in for consumption at the event by the client or any of the client's guests without prior approval.

Beverages on Consumption and Cash Bars**Cash bar**

A cash bar can be set up at the client's request, subject to the venue's absolute discretion. Guests to purchase their own beverages at bar prices.

On Consumption

A minimum pre paid non-refundable amount of \$10.00 per person applies for all events that are having beverages on consumption. Should the guests reach this amount the client will be informed immediately to decide how to move forward. Any additional amount above the pre paid amount will need to be settled on the night via credit card or cash.

Security Guard(s)

In accordance with the Royal Botanic Gardens Security Regulations, all events held at this venue require a security guard. Security guards are charged at the rate of \$375.00 per guard (subject to change). On public holidays the Security guard charges will increase by 15% per guard (subject to change).

Event Conclusion Time

In accordance with the Regulations of the Royal Botanic Gardens and Liquor Licensing Victoria, all events are to conclude by 11.30PM giving 30 minutes to vacate the Royal Botanic Gardens.

Confetti

The throwing of confetti, rice & rose petals is prohibited.

Royal Botanic Gardens Plant Material Regulation

In accordance with the Royal Botanic Gardens Plant Material Regulation, the client is required to gain approval for any plant material being brought into the Gardens due to the threat of Myrtle Rust.

Termination

If the client or the client's guests breaches or fails to observe the obligations of these terms and conditions, DNFS may immediately terminate this agreement. DNFS may eject or procure the ejection of the client and any of the client's guests from the venue without incurring any liability and without prejudice to any right DNFS may have to make a claim against the client or the client's guests for any loss or damage caused as a result of such breach.

Indemnity

The client indemnifies and agrees to keep DNFS indemnified against all actions, claims, demands, losses, damages, costs and expenses for which DNFS is or may be or become liable in respect of or arising from any default by the client, the client's guests or the client's contractors under these terms and conditions and any loss, damage or injury to property or persons caused or contributed to by the act, breach, default or negligence of the client, the client's guests or the client's contractors or any person claiming through or under the client.

Release

The client occupies and uses the venue at the risk of the client and to the extent permitted by law releases DNFS and its officers, employees, agents, contractors, subcontractors, invitees, licensees and all persons claiming through or under DNFS from all actions, claims, demands, losses, damages, costs and expenses resulting from any accident, damage, loss, death or injury occurring in the venue.

The release in favor of DNFS is absolute except to the extent that the accident, damage, loss, death or injury is caused by DNFS's negligence or wilful act.

Severability

The client agrees that:

- (a) all the provisions of this agreement are reasonable in all the circumstances and that each provision is severable and independent; and
- (b) the provisions of this agreement are to be construed so as not to infringe any Act or law (whether State or Federal) and if part or all of any one or more provisions are judged invalid, illegal or unenforceable, that portion is deemed to be severed from this agreement and does not affect the validity, legality or enforceability of the remaining provisions of this agreement.

Personal Guarantee

As the organizer of the event I personally accept a duty of care for the patrons attending my event, the venue and its property.

Acceptance of Terms and Conditions

I, (client's name) _____ agree to these terms and conditions and acknowledge that I have read and understood these terms and conditions.

Signed: _____ Date: _____