



## **TERMS AND CONDITIONS**

### **BOOKING CONFIRMATION**

A 50% DEPOSIT ALONG WITH A SIGNED BOOKING FORM IS REQUIRED TO CONFIRM YOUR EVENT. THE REMAINING AMOUNT ON YOUR QUOTE IS THEN DUE TO BE PAID 1 MONTH PRIOR TO THE EVENT DATE. AFTER THE EVENT YOU WILL BE ISSUED A FINAL INVOICE WITH ANY ADDITIONAL COSTS FROM ADDITIONAL PURCHASES MADE AND/OR FINAL STAFF HOURS PERFORMED ON THE NIGHT. THE FINAL INVOICE IS DUE TO BE PAID WITHIN 30 DAYS FROM THE DATE YOU RECEIVE IT. A 5% PENALTY FEE WILL BE APPLIED TO THE BALANCE OWING FOR EACH CALENDAR MONTH THAT THE INVOICE REMAINS OUTSTANDING.

### **CREDIT CARDS & PAYMENT METHODS**

WE WELCOME VISA, MASTERCARD AND AMERICAN EXPRESS. PLEASE NOTE THAT PAYMENTS WITH AMERICAN EXPRESS INCUR A 2.5% SURCHARGE AND PAYMENTS MADE WITH VISA & MASTERCARD WILL INCUR A 1% SURCHARGE. YOU CAN ALSO CHOOSE TO PAY BY BANK TRANSFER, EFTPOS AND OR CHEQUE MADE PAYABLE TO BAY LEAF CATERING PTY LTD

### **CANCELLATIONS**

>6 MONTHS NOTICE – CANCELLATION FEE OF 10% OF TOTAL QUOTED EVENT COSTS  
3-6 MONTHS NOTICE – CANCELLATION FEE OF 50% OF TOTAL QUOTED EVENT COSTS  
1-3 MONTHS NOTICE – CANCELLATION FEE OF 75% OF TOTAL QUOTED EVENT COSTS  
<1 MONTHS NOTICE – FULL PAYMENT IS REQUIRED, AND PAYMENT IS NON-REFUNDABLE

### **BOND**

A \$2,000 DAMAGE BOND WILL BE ADDED TO YOUR FUNCTION INVOICE; UPON COMPLETION OF YOUR EVENT, THIS AMOUNT WILL BE REFUNDED SUBJECT TO INSPECTION OF PREMISES

### **VENUE ACCESS & AVAILABILITY**

UNLESS OTHERWISE STATED THE VENUE, ACCESS IS AVAILABLE 2 HOURS PRIOR TO THE EVENT START TIME AND 1 HOUR POST EVENT. CHARGES MAY BE APPLIED FOR ADDITIONAL BUMP IN AND OUT TIMES. ALL DELIVERIES MADE TO THE VENUE MARKED WITH THE NAME & DATE OF THE FUNCTION. ALL EQUIPMENT AND PROPERTY MUST BE REMOVED IMMEDIATELY FOLLOWING A FUNCTION, UNLESS PREVIOUSLY ARRANGED WITH THE VENUE. THE VENUE MUST BE RESET INTO ITS HANDED OVER STATE.

### **PUBLIC HOLIDAYS**

A SURCHARGE OF 25% APPLIES TO DECLARED PUBLIC HOLIDAYS

### **SECURITY**

WE RESERVE THE RIGHT TO ENSURE THE SECURITY OF OUR PREMISES AND AS SUCH MAY REQUIRE SECURITY TO BE PROVIDED (AT AN ADDITIONAL COST)

### **CATERING**

OUR ONSITE CATERERS, BAY LEAF CATERING CAN PROVIDE A VARIETY OF CATERING TO SUIT YOUR EVENT & BUDGET. WE ALSO HAVE AN ONSITE CAFÉ AND FULLTIME BARISTA. IF EXTERNAL CATERING IS PROVIDED THEN THE KITCHEN MUST BE LEFT CLEANED AND IN THE STATE IT WAS PROVIDED

### **SERVICE OF ALCOHOL**

THE VENUE HAS A RESPONSIBLE SERVICE OF ALCOHOL POLICY. IT IS ILLEGAL TO SERVE AN ALCOHOLIC BEVERAGE TO ANY PERSON IN THE STATE OF INTOXICATION AND AS SUCH THE VENUE RESERVES THE RIGHT TO REFUSE SERVICE TO ANY SUCH PERSONS AND / OR REQUEST THEIR DEPARTURE FROM THE EVENT PREMISES. IT IS ILLEGAL TO SERVE ALCOHOL TO ANY PERSON LESS THAN EIGHTEEN YEARS OF AGE AND THE VENUE RESERVES THE RIGHT TO REQUEST SUITABLE IDENTIFICATION. AN EVENT LIQUOR LICENCE IS REQUIRED IF AN EXTERNAL CATERER IS UTILISED. ALCOHOL SERVICE MUST END AT 12AM & GUESTS MUST BE DEPARTED BY 12.30AM.

### **DISORDERLY CONDUCT**

THE VENUE WILL NOT PERMIT OR SUFFER ANY RIOTOUS, DISORDERLY, OFFENSIVE OR IMPROPER CONDUCT IN ANY OF THE EVENT AREAS INSIDE OR ADJACENT TO THE VENUE OR WITHIN ITS CONFINES. ANY PERSON BELIEVED TO BE UNDER THE INFLUENCE OF ALCOHOL OR INVOLVED IN ANY RIOTOUS, DISORDERLY, OFFENSIVE OR IMPROPER CONDUCT WILL BE ESCORTED OFF THE PREMISES. OFFENDERS MAY FACE POSSIBLE PROSECUTION.

### **STYLING, DECORATION & RUBBISH REMOVAL**

ANY STYLING OR DECORATION MUST BE APPROVED BY THE VENUE. ANY TAPE USED TO TEMPORARILY ADHERE TO THE FLOOR MUST BE LOW ADHESION AND MUST BE TESTED ON THE SURFACE PRIOR TO USE.

### **RUBBISH REMOVAL**

ALL RUBBISH MUST BE REMOVED OFF THE PREMISES BY THE HIRER

### **LIMITATION OF LIABILITY**

WHILE WE TAKE ALL POSSIBLE CARE, WE ARE NOT RESPONSIBLE FOR LOSS OF, OR DAMAGE TO, ANY GOODS OR PROPERTY SUPPLIED BY YOU OR BROUGHT BY YOU OR YOUR INVITEES, TO THE SITE FOR YOUR EVENT (THE "VENUE"). WITHOUT LIMITING THAT STATEMENT, YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE BUILDING(S), FURNITURE, FITTINGS AND EQUIPMENT SUPPLIED BY THE VENUE.



**FORCE MAJEURE**

THE VENUE SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INJURY, DAMAGE, LOSS, DELAY, ADDITIONAL EXPENSES OR CANCELLATION OF THE EVENT THAT IS DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF THE VENUE INCLUDING BUT NOT LIMITED TO FIRE, ACTS OF TERRORISM, FLOODS, ACTS OF GOD, INCLEMENT WEATHER, STRIKES, LOCKOUTS, RIOTS, CIVIL UNREST, INTERFERENCE BY CIVIL OR MILITARY AUTHORITIES OR ACT OF WAR

**ACCEPTANCE OF TERMS & CONDITIONS**

CONFIRMATION OF YOUR ORDER, VERBALLY OR IN WRITING, WILL BE AN ACCEPTANCE BY YOU OF THESE TERMS AND CONDITIONS. PAYMENT OF A DEPOSIT WILL CONSTITUTE CONFIRMATION OF YOUR ORDER.

**IN THESE TERMS AND CONDITIONS, "WE", "US" AND "OUR" REFER BAY LEAF CATERING PTY LTD**