

# waterfront

Proudly part of the Dockside Group

## **BOOKING TERMS & CONDITIONS**

1. **Verbally Confirmed Bookings** – Will be held for a period of five (5) working days, after which time the space will be released.
2. **Signing of the Booking Agreement and forwarding the requested deposit within the designated time to confirm the booking** – A function is not considered confirmed until we are in receipt of both the signed Booking Agreement and the requested deposit. Management therefore reserves the right to cancel the booking and allocate the space to another client, if deposit and Booking Agreement is not received within five (5) working days.
3. **Beverages** – The restaurant is fully licensed and our policy does not allow beverage to be brought to the restaurant for consumption unless prior arrangement has been made. The restaurant is also required to serve beverages responsibly, according to the liquor licensing board regulations.
4. **Function Timing** – The restaurant will not be held responsible should all guests not be punctual in arriving or being seated, or should speakers, attendees or the client delay the commencement of any event, or if any other interference beyond the control of the restaurant does not permit us to commence service at the contracted time.
5. **Final Function Details** – Menus, beverage arrangements, entertaining, audio visual requirements, room set ups, starting and finishing times must be confirmed fourteen (14) days prior to the function.
6. **Final Numbers** – Are required two (2) working days prior to the function and charges will be based on minimum numbers or final head count, whichever is greater. Should the final number, be less than the guaranteed minimum number, the room hire sliding scale outlined in the booking agreement will apply.
7. **Payment** – Payment based on minimum numbers is required five (5) working days prior to the date of the event. Any additional charges must be settled on the day or within five (5) working days of the function.
8. **Displays and Signage** – No items are to be nailed, attached, pinned, screwed or glued to the walls of any area of the restaurants unless otherwise approved by the restaurant.
9. **Function Room Allocation** – The restaurant reserves the right to substitute similar function space at management's discretion.
10. **Room Hire** – Is subject to period required, numbers of guests in attendance and overall catering requirements. Our Sales Administration staff will discuss room hire along with your requirements.
11. **Re-allocation of space** – The restaurant reserves the right to reallocate a function should the expected numbers decrease below the confirmed minimum.
12. **Other Functions** – The restaurant reserves the right to book other functions in the same function room up to one hour before the scheduled function commencement time and one hour after the scheduled function finishing time. Additionally the restaurant reserves the right to book a concurrent function in adjoining rooms at any time.
13. **Commencement and Vacating of Rooms** – The Organiser agrees to begin the function and vacate the designated function space at the scheduled times agreed upon. In the event a function should go beyond the agreed finishing time, the restaurant reserves the right to impose a labour charge for each hour and part hour that the function space is occupied.
14. **Delivery and Collection of Goods** – The restaurant will only accept delivery of goods one (1) working day prior to the function and request that **all goods be removed on the completion of the function**. Should the goods not be taken on the completion of the function, we reserve the right to forward these goods to you by courier, if they are not collected by 9.00am the following morning – CASH ON DELIVERY. In the event that goods are left behind after a function, all due care will be taken however, ***Digeni Investments Pty Ltd (trading as the Waterfront Restaurant, Wolfies Grill & the Italian Village)*** will not be held responsible or liable for these goods. All goods are to be delivered to the restaurant loading dock between 10.00am and 4.00pm Monday to Friday except where prior arrangement has been made. All parties making deliveries or collecting items are to use the loading dock for unloading and loading - no parking is permitted in this area. The restaurant will not accept responsibility for any items delivered or left for collection outside of these times and periods.

15. **Outside Contractors** – For all functions, plans must be approved by the restaurant a minimum of 14 days prior to the function. The outside contractors must liaise with the restaurant in all matters of delivering, set up and break down. Outside contractors appointed by the client or by the restaurant on behalf of the client must at all times abide by the restaurant's regulations and instructions. All outside contractors will be required to obtain their own Public Liability Insurance with a minimum cover of \$10,000 000 and must provide certificate of proof to the specific restaurant. If certificate of Currency is not supplied to DWL Group Pty Ltd and the Contractor's are uninsured, then by signing this contract you will be accepting Liability on behalf of the Contractor's for any Personal Injury or Property Damage which they may occur.
16. **trade Exhibition** – Floorplans of all Trade Exhibition areas must be approved by the restaurant prior to the selling of the Exhibition space.
17. **Security** – The restaurant will not accept responsibility for the loss or damage to any equipment, personal belongings or merchandise left on the premises prior to, during, or after the function.
18. **Insurance** – It is the client's responsibility to take out insurance for all items belonging to them or their guests for the period those items are in the restaurant.
19. **Damages** – Clients are financially liable for any damage sustained to the restaurant whether through the actions of their guests, their outside contractors or any other persons attending the function.
20. **Compliance** – Clients are responsible for the orderly behaviour of their guests and the restaurant reserves the right to intervene where it seems fit.
21. **Prices** – Will be confirmed in writing along with final function details. Every endeavour is made to maintain prices as printed, but these may be subject to increase at Management's discretion. All prices quoted are inclusive of any state or federal government tax or levy.
22. **Cancellation by the Client/Agent** – Cancellations made after a Booking Agreement has been signed and a deposit has been received, will be subject to the following:
- **For notice of cancellation in writing between one hundred and eighty (180) & ninety one (91) days prior to the date of the function:** Providing the space is subsequently re-sold, a cancellation fee will not be incurred. The deposit will be fully refunded.
  - **For notice of cancellation in writing between ninety (90) & sixty one (61) days prior to the date of the function:** A cancellation fee of twenty five per cent (25%) of the total projected revenue will apply. No refund of the deposit will be made.
  - **For notice of cancellation in writing between sixty (60) & thirty one (31) days prior to the date of the function:** A cancellation fee of fifty per cent (50%) of the total projected revenue will apply. No refund of the deposit will be made.
  - **For notice of cancellation in writing of, thirty (30) days or less prior to the date of the function:** A cancellation fee of one hundred per cent (100%) of the total projected revenue will apply. No refund of the deposit will be made.
  - **Postponing an Event:** Outside the above cancellation criteria, the restaurant will consider postponement and re-allocation of deposit monies if the event is re-scheduled with a new and firm date, subject to Management approval.
  - **Outside Services:** If any services are booked by the restaurant on the client's behalf, and subsequently cancelled within thirty (30) days of the function, the client will be responsible for these charges in total.
23. **Fire, Life and Safety** – The restaurant retains the right to adjust any set up to ensure fire, life and safety codes are not breached.

#### **Dockside Group Responsibility**

##### **24. Limitation and Exclusion of Liability**

To the extent permitted by applicable law:

- (a) The liability of Dockside Group to you under or in connection with this agreement in respect of your Event, including any breach of this agreement by Dockside Group or any act or omission of Dockside Group, will not exceed the contract value for the Event;
- (b) Neither Dockside Group, its directors, officers, employees, agents or contractors will be liable to you for any indirect, consequential, incidental, punitive or exemplary loss or damage including, without limitation, loss of opportunity, restaurant, profit or goodwill or other economic loss; and
- (c) Where legislation implies warranties or conditions, or imposes obligations or liability on Dockside Group in respect of this agreement that cannot be wholly or partly excluded, restricted or modified the liability of Dockside Group will be limited, at its option to:
- (i) (in the case of goods) the replacement or repair of goods, the supply of equivalent goods, the payment of the cost of replacing the goods or having the goods repaired or of acquiring the equivalent goods; and
- (ii) (in the case of services) the supply of the services again or the payment of the cost of having the services supplied again.