

These are the terms and conditions of trade of **A Crown Roast Spit Hire and Catering Centre Pty Ltd** (trading as: "Crown Catering", "Crown Catering & Event Solutions", "Beer and Bubbles", "Sydney Wedding Catering & Hire" and "Sydney Party and Event Hire"; and referred to in these terms and conditions as "**The Company**"). They apply to and in respect of the supply of catering or beverage services by the company and the hire of equipment from the Company.

A person agrees to be bound by these terms and conditions if the person accepts in writing or orally a quotation or other offer for the supply of catering or beverage services by the Company or for the hire of equipment from the Company. Such a person is referred to in these terms and conditions as "**the Customer**".

The Company may provide a written quotation for the supply of catering services and the hiring of equipment, but these terms and conditions apply even if it doesn't. A copy of these terms and conditions may be obtained from any office of the company and on the website of each business.

1) Guarantee Terms and Conditions

a) Pay Less or Get \$100 Offer - Terms & Conditions

Limit of one \$100 cheque per Customer/household or function. Offer only applies to Customers with unpaid written quotes from Gold Licensed caterers or members of the Hire & Rental Association issued within 28 days of contacting us. Caterer or Hire Company and function must be located in Sydney, Wollongong, Blue Mountains or Central Coast. Competitor's quote must be for comparable food, equipment, drinks and circumstances. Genuine new enquiries only. Fair use policy applies at our discretion.

b) "You get the finest tasting, most mouth watering spit roast you've ever tasted in your life ... guaranteed... or it's free."

Regardless of how much effort is put in, some Customers have tried to abuse our guarantee. These terms and conditions are designed to prevent fraud and give those Customers with genuine complaints the opportunity to receive a refund. Over 25 years we have been building systems and procedures to ensure consistency of meat quality however we can not be held liable for situations that are out of our control, such as late service for whatever reason or acts of God including bad weather.

This guarantee does not apply to outdoor events because of the many factors that can affect the quality of meat such as ambient temperature, wind, rain and catering facilities provided (or available) that can not be controlled by us in outdoor environments. We are dedicated to delivering an outstanding spit roast meal to our Customers and will strive under extenuating circumstances to deliver more than we promise however we can't be held responsible for circumstances outside our control.

The guarantee does not apply to "delivery only".

The guarantee does not apply if Customer has provided their own serving staff or hired less than the recommended number of the Company's staff to serve food. See staff number recommendations in table below.

The Customer must inform their chef during the function to give the chef an opportunity to fix the problem and/or explain the circumstances. The chef has a feedback form with him or her at every function. It is the Customer's responsibility to record the complaint in writing and give the complaint notice directly to the chef BEFORE the service of the main meal has ended. It must include specific reasons why a refund is requested. NO refunds will be made to any Customer if received after the main meal has been served. No correspondence will be entered into whatsoever after the event. Applies to the quality of roast meat only. Refund applies to the price of the spit roast meal only. No correspondence will be entered into unless the account has been paid in full.

c) Plenty of food for all your guests

100% guarantee that you will not run out of food. Based on confirmed numbers.

Factors that will void guarantee

- Extra guests turn up at function and/or guests arrive at function after buffet has been served.
- Guests come back for seconds or thirds before everyone has eaten. The Customer is responsible for controlling and monitoring the order that guests are served at the buffet.
- Late arriving guests or buffet is delayed for any reason by Customer.
- Do-it-yourself and Hot Box Delivery. The Company goes to extraordinary lengths to make sure your food is well presented and accounted for. It is the Customer's responsibility to check that all food is present when we have been asked to deliver food or when Customers wish to cook it themselves. No claims after food has been delivered.
- Customer must inform chef of any problems or concerns during the function to give the chef an opportunity to fix the problem and/or explain the circumstances. Chefs are trained to pace the service of the food.
- No correspondence will be entered into unless the account has been paid in full.
- Customer has provided their own serving staff or has hired less than the recommended number of the Company's staff to serve food. See staff number recommendations below:

Recommended number of staff

Guests	Chefs	Wait staff
0 - 50	1	1
51-100	1	2
101+	2	1 per 50 guests

d) One Business Day Quote Turnaround

You will only receive a case of bubbly if you book and pay for your function with the Company. It will be delivered by your chef on the day of your function.

2) Beverage Terms and Conditions

Unlimited Drinks Packages

Alcohol that we supply as part of an unlimited package must be opened and served by our Responsible Service of Alcohol trained bar staff. Any alcohol served as part of an unlimited package is to be consumed within the duration of your selected package time. All alcohol supplied is to be opened and consumed within the party, function or event grounds. No alcohol can be taken away.

If more people attend your function than have been confirmed in writing with us, our "unlimited drinks" guarantee is automatically null and void. We will do our best to serve your guests however do not guarantee unlimited drinks. You will be invoiced for the additional people or credit card details will be taken at the function. The method of payment is at our discretion.

Our packages are designed for groups that drink a mixture of different beers, wines and soft drinks. If your guests only drink one or a few types of beverages, it is your responsibility to advise us at time of booking so that our events specialists can custom tailor a package for your needs. Our guarantee for unlimited drinks is null and void if your party drinks predominantly one or two types of alcoholic beverages all night and we have not been informed in writing at minimum one week prior to your function.

Party Packs

Wine - You don't pay for any unopened wine bottles returned in original condition. You will be charged for any bottles that are damaged.

Beer - We only accept full cases of beer returned in original condition. If any beers have been removed from a carton or if the bottles are damaged in anyway, you will be charged for the full carton.

Our bar staff adhere to the responsible service of alcohol rules to ensure responsible drinking at your function. If you do not hire one of our RSA trained bar staff, the host takes on full responsibility for the service of alcohol and secure storage afterwards. Also, you must ensure that water is freely available to guests at all times. After delivery of your party pack, The Company is not responsible for any consequences arising from the consumption of the alcohol delivered.

Acceptance - Upon receipt of your Party Pack, the order should be carefully inspected to make sure that it is intact and in full in accordance with the inventory documentation provided. Any breakages or shortages at the time of delivery should be noted on the inventory documentation. We will not accept any claims for breakages or shortages unless they are stated on the inventory documentation. The Customer will be required to sign off on the inventory documentation.

Age Restriction - We will not sell to anyone who is not 18 years of age or over, as the law requires. By placing an order you confirm that you are at least 18 years old. If our delivery drivers are in any doubt about the age of the recipient on delivery, they will request some form of ID. If the person receiving the order is unable to produce appropriate ID, unfortunately our delivery will be unable to leave the party pack.

Price comparisons only apply to wine.

3) Party Hire Terms and Conditions

Use of equipment

The Customer shall check as soon as practicable the quantity of all hired items against the invoice and that the equipment has been installed to the Customer's satisfaction. Should any discrepancy exist, the Customer must advise the Company immediately on 1300 66 44 67. Advice after the function will not be considered as advice of any discrepancy.

Damage to hire equipment during use or transportation by the Customer is the responsibility of the Customer. If at any time during the hire period the Customer considers the equipment to be faulty, it is the Customer's responsibility to contact the Company in the first instance to report the problem. Failure to do so, or advice after use, will cause the Customer to be responsible for all hire charges. The Company reserves the right to repair or replace the faulty equipment as soon as practicable during the hire period to the reasonable satisfaction of the Customer. On no account should the Customer attempt to repair the equipment without prior consent of the Company. Call out charges based on time taken will be charged to the Customer relative to the time of day, if equipment is proven to be satisfactory by the Company and not faulty as claimed by the Customer. In no event shall the Company be responsible for any expenditure, damages or consequential loss incurred by the Customer, invitees, agents or assigns arising out of any failure of the equipment whether caused by fair wear and tear or negligence on the part of the Company or for any reason whatsoever.

The Company shall on completion of the hire period, ensure that the equipment is stacked as it was received and packed securing in all the boxes, crates and containers in which the equipment was received. Extra charges apply if equipment required re-packing by the Company's staff prior to transportation. Any equipment broken during transportation due to the Customer being negligent in re-packing will be charged at full replacement value.

All Equipment supplied on hire is the property of The Company and remains so until it is returned to the Company. The Customer will be responsible for the Equipment until it is returned to the Company, and shall maintain the Equipment in good condition, reasonable wear and tear excepted. The Customer warrants that the Equipment will be returned in good working order to the Company. The Company makes no representation as to the suitability of the Equipment for a particular need or event, and it is the Customer's responsibility to make that judgment on its own behalf.

Alterations or adjustments to Structured Marquees

The Customer shall instruct the Company's staff clearly as to the requirements for walls and marquee layout upon the staff's arrival at the site. All alterations to the structured marquee are to be made by the Company. Any alterations to the marquee by unauthorised individuals may render the structured marquee unsafe. If any alterations are made by anyone apart from authorised representatives of the Company, the Customer assumes all risk and The Company is not liable for any damages to persons or property. Also, any damage to the marquee is fully payable by the Customer.

Equipment specification changes

If after commencement of hire from the Company any specification changes are requested, the cost of such changes will be borne by the Customer.

Extended hire

The Customer must return all Equipment when it is due back. A continuing hire fee for all Equipment not returned to The Company when it is due back will be charged to the Customer, at the standard weekly rate of hire, until the Equipment has been returned to the Company. The Customer shall give appropriate notice in writing to The Company if any extension or termination of the hire is requested. No refunds will be issued for the early return of Equipment on extended hire.

Delivery

The Company makes no representation that Equipment will be available to meet every order. Availability of Equipment to meet each order is subject to the timing of that order. Every endeavor will be made to complete delivery within the period stated but no liability can be accepted in regard thereto. Unless otherwise stated The Company will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery. Where it has been agreed between The Company and the Customer that Equipment is to be delivered to an address specified by the Customer the same shall be available to be picked up at the specified date arranged at that address on the last day of the hire period. Where the Customer has taken delivery at the premises of The Company all Equipment hired shall be returned to those premises by the time arranged on the last day of the hire period. In the event that the Equipment is not available to be picked up by the arranged time on the last day of hire or has not been returned to the premises of The Company by close of business on the last day of hire, then The Company must be notified immediately.

Hire Charges

All goods hired are charged whether used or not. Goods collected by Customers will be charged extra if not returned on day arranged. The hire charges published in any of the Company's printed matter or websites are for guidance of Customers in estimating costs only and do not constitute an offer.

Conditions of Site

The Company's quotation for hire charges is made on the assumption that the site on which the tents or equipment are to be erected or to which goods are to be delivered is:

(a) Flat level firm ground with easy and safe access for heavy motor transport; and

(b) Has no drainpipes, cables or other services buried beneath the surface or otherwise concealed.

If the said site does not comply with these requirements The Company may, in its absolute discretion, either rescind the contract by giving oral or written notice to the Customer or make additional hire charges. The Company shall not be liable to the Customer for any loss damage or expense resulting from such rescission of the contract.

Exclusion of the Company's Liability For Damage To Site And Services.

Whether the said site complies with the foregoing requirements or not, The Company shall not be under any liability to make good any damage to the site nor shall The Company be under any liability in respect of damage to drain pipes or cables or other services buried under the site or otherwise concealed or any consequential loss resulting from such damage unless an accurate plan showing the precise position of such drainpipes or cables or other services shall have been supplied to the Company with reasonable notice prior to the Company entering the site.

Misuse of equipment

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the Customer and the Customer agrees to keep The Company indemnified in respect thereof.

Security

The Customer is responsible for the security of the Equipment until such time as it is returned to or collected by the Company. In the event of the Equipment being stolen from the job site, the Customer shall notify The Company in writing stating the full circumstances of the theft and the time the police were notified. Until The Company receives such notification, the hiring charges will continue. The Customer shall also indemnify The Company for any such loss of the Equipment at the current replacement cost of the Equipment, and must pay that cost to The Company on demand. The Customer must ensure that there is provided lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interests of safety.

Access to site

The Customer shall ensure that suitable access to and egress from the site is adequate to suit the mode of delivery or pick up.

Insurance

Insurance is the Customer's responsibility during the hire period. The Customer bears all risk in relation to the Equipment and its use until all the Equipment is safely returned to The Company in good condition. Any lost, damaged or destroyed equipment will be charged to the Customer at full replacement value.

Losses and damages

The Company must be notified immediately of any Equipment lost or damaged during the hire period. The Customer indemnifies The Company in respect of all such loss. The Customer must pay on demand to The Company the following amounts;

1. If the Equipment is lost or damaged beyond repair, the Customer must pay to The Company the current replacement cost of the Equipment;
2. If the Equipment is damaged, the Customer must pay for all repairs. This includes damage to marquees resulting from strong wind or storms.
3. If no notice is given to The Company of a lost item it shall be deemed as extended hire until such item is returned, and hire fees with continue until notice is given or the Equipment is found.

Damage Waiver

The Hirer shall be charged a damage waiver to cover accidental damage and general wear and tear to all hire items. It also covers breakages to crockery and glassware, as well as damages to all linen. All broken and damaged equipment must be returned to The Company otherwise they are classified as missing items (see Losses and damages). Any equipment items damaged from deliberate mistreatment or misuse will result in The Customer paying the full and/ or replacement value. Waiver does not cover damage to party marquees caused by wind.

No liability for indirect or consequential loss

The Company shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice), and strict liability or otherwise. All warranties by The Company to the Customer are excluded, to the full extent permitted by law. The liability of The Company resulting from a breach of any warranty unable to be excluded by law is strictly limited to the re-supply of the Equipment to the Customer or the repair of the Equipment supplied to the Customer.

It is agreed by the Customer that The Company shall not accept any consequential costs or damages arising from the failure, delay, bad weather or malfunction of any equipment of the Company hired by the Customer. The Customer shall take precautions to ensure alternative arrangements are made in such a situation.

Whilst the installation of marquees by The Company are conducted by skilled and trained staff and can absorb a fair amount of poor weather, periods of exceptional weather may cause some marquees to become loose and possibly unstable. The Customer shall in these extreme situations vacate the marquee if they believe it to be unsafe. Cost of the hire in these circumstances shall be born by the Customer.

Attendance

The hire charges do not include attendance by The Company staff except during processes of erection and dismantling.

Electrical Supply

The Customer is responsible for ensuring that the venue has sufficient power supply, plug points, connectors etc for any lighting hired as well as any other requirements they may have.

Force Majeure

While every effort will be made by The Company to carry out any order accepted, the full performance of it is subject to variation or cancellation by The Company consequent upon act of God, War, Strikes, Riots, Lock outs or other labour disturbances, fire, flood, restrictions on the use of transport, fuel or power, requisitioning, shortage of material or transport or labour or any cause beyond the control of the Company.

Modification of Contract

No verbal representations or arrangements are recognised by The Company and these terms and conditions shall only be modified by a supplementary written contract.

Children and Safety It is the Customer's responsibility to keep children away from any hot or potentially dangerous equipment. The Company can not take any responsibility for any damage to property or persons as a result of disorderly conduct or out of control children. An adult must supervise all children using, or in the vicinity of any equipment at all times.

Electrical damage

Any damage to the equipment caused by fusion or malfunction of electrical equipment is the Customer's liability and the Customer must take adequate precautions. The Customer will be charged for any repairs required to the damaged equipment.

Cleaning

All goods are to be returned in a clean and reasonable condition, otherwise a cleaning charge of \$35 per man hour will apply (min charge \$35). Linen need not be washed but must be returned dry to avoid mildew. Mildewed linen will be charged at full replacement value.

Difficult access and waiting charges

Quoted charges are for the delivery suburb and for standard level access of 20 metres to the delivery point from the delivery vehicle. The Company reserves the right to charge the Customer extra for difficult access which has not been advised, quoted or known of until onsite. Difficult access is defined as time consuming factors such as long carry, many stairs, obstructions, uneven ground, narrow passage etc. Waiting time is also chargeable. These extra charges will be at the rate of \$35 per man hour (inc GST) and are based on the extra time spent in completing the delivery/pick up process. These extra charges will be payable by the Customer on the amended invoice.

Use of Individual Hire Items

It is a condition of hire that the Customer follows all the following precautions and uses all equipment in a safe and responsible manner:

- **Balloon kits.** The calculation of balloon quantity for each cylinder is based on a maximum diameter of each balloon of 28cm. Waste or over inflation will cause the quantity of balloons to be less than stated. Balloons stay inflated for 8-10 hours. Do not fill balloons too long in advance of event. Balloon gas is non-toxic and non-flammable however do not inhale the gas as it may cause brain damage or death. Cylinders contain gas under high pressure and are potentially dangerous if handled roughly. Never use cylinder without the "balloon filling nozzle". Do not transport the cylinder with the nozzle attached. Ensure the cylinder is firmly secured and is well ventilated during transport and storage. Close the cylinder valve when not in use.
- **Chairs.** All chairs have been designed for use as a chair only. It should be used with the weight of one person distributed over all four legs. Do not stand on the chair or use on slippery surfaces. Children must be supervised at all times.
- **Tables.** Do not stand on tables. Ensure all legs are locked in place when assembling tables. Ensure tables are placed on an even and stable surface. Do not store tables in unstable stacks.
- **China.** Glassware and Cutlery. Ensure all china and glassware is undamaged before use. Notify The Company of any damages upon delivery.
- **Mushroom heaters.** The mushroom heater is intended for heating outdoor spaces on a flat and stable surface. Adequate clearance around air openings into the combustion chamber, clearance from combustible materials, provision for accessibility and for combustion and ventilating air supply must be maintained at all times. Minimum clearance from the heater to nearby surfaces is 100cm. Children and adults should be alert to the high surface temperature of areas above the post when operating the heater. Never hang anything on the heater. Do not operate the heater unless it is fully assembled with the reflector in place. Do not spray aerosols in the vicinity of gas heaters whilst in operation.
- **Blow Heaters (space heaters)** The space heater is not intended for internal, domestic use and should be used in well ventilated areas. Read the instructions on the unit and become familiar with the stop/start procedures. Do not restrict the inlet or outlet of the airflow to the heater. Do not obstruct heater air flow. Do not expose to water. The fan in the heater must be turned on for the entire use of the heater. Leave the fan running for 5 minutes after the heater has been turned off. Always turn the gas cylinder off when not in use or in an emergency.
- **Flooring.** Flooring is the responsibility of the Customer and should be kept well maintained and dry for the hire period. The Customer should ensure adequate lighting to the dance area to provide safe egress and access. Careful inspection of the floor by the Customer prior to and during use is important to ensure no hazardous conditions exist. The Customer should keep the floor clean at all times. The use of dance floor powders should be avoided as they may affect the surface friction and create a hazardous condition. In the event that the temporary flooring becomes uneven or unstable after commencement of the event, it is the Customer's responsibility to alert everyone to the hazard and vacate/barricade the area if appropriate.
- **Cooking and Heating appliances.** The Customer shall ensure that all equipment being used is safe guarded against accidental contact by other persons and kept a minimum distance of 1.5 metres from any combustible material. Ensure gas appliances are used in a well ventilated area. All power leads shall be kept off the floor.
- **Floor coverings.** The Customer shall ensure all floor coverings are laid on flat, even surfaces and do not contain trip hazards for people using the equipment.
- **Lighting.** All lighting must be kept dry and at sufficient height to avoid contact with users.

3) Payment Terms

a) Functions and Party Hire less than \$4,000

Securing your booking

Upon booking your function, a deposit is payable within 10 days and will secure your staff, any equipment and date of function. The minimum deposit payable is \$100. The Company reserves the right to redeploy staff and rehire equipment on this date if the deposit has not been paid after 10 days. The Company defines "fully paid" as cleared funds in our bank account.

Any venue hire fees (including deposits and bonds) must also be paid before they are booked by the Company. The Company will not be responsible for securing any venues until all venue hire fees have been paid.

Postponing or canceling your function

The Customer must advise The Company in writing at time of postponement or cancellation.

Time to function	Terms if Customer Postpones or Cancels the Function
42+ days	Any additional outside venue hire fees or contracted supplier fees are the responsibility of the Customer. \$100 deposit is fully refundable.
15 days to 41 days	Fully refundable minus a \$100 administration fee if function is cancelled. Invoice is fully payable 14 days prior to your function. Your function is not secured until final payment has been received. The Company will accept increased guest numbers only, after Customer has confirmed function details and invoice created.
4 to 14 days	We do not accept cancellations within 14 days from your function. The invoice is fully payable and no refunds will be given. Function can be postponed to any date within 6 months only if invoice has been fully paid. Any additional outside venue hire fees or contracted supplier fees are the responsibility of the Customer. If the value of the rescheduled function is less than that of the original fully paid function, no refund will be made.
Within 3 business days	If the Customer cancels the function for any reason, no refunds will be given. Function can be postponed to any date within 6 months only if invoice has been fully paid. The following charges are payable 14 days prior to the new function date: 50% of the food bill (as per the original invoice) 50% of all hire equipment (as per the original invoice) 100% of delivery and set up fees (as per the original invoice) 100% any additional outside venue hire fees or contracted supplier fees (as per the original invoice) 100% of the staff wages must be paid if cancelled within 24 hours (as per the original invoice) If the value of the rescheduled function is less than that of the original fully paid function, no refund will be made.
Time to function	Terms if The Company delays or postpones the function
25 hrs – 72 hrs prior to your function	The Company reserves the right to delay the delivery and set up of any equipment if we believe there is imminent danger to person or property. Reasons for delay include (but are not limited to) severe weather warnings from the Bureau of Meteorology as well as the inadequate security for our equipment. The Company is not liable for any loss or expenses occurred as a result. If The Company cancels the function due to severe weather there are two alternatives 1) All food, drinks, food service hire items and staff are redeployed to a venue of the Customer's choice. The Customer is responsible for any venue hire costs and extra transport costs. 2) If an alternate venue is not available, the Customer will receive a 50% discount on another event in the next 6 months up the value of the original invoice (excludes venue hire and outside or contracted supplier fees). No refunds will be given. The Company is not liable for any loss or expenses occurred by the Customer as a result of the cancellation.
Within 24 hours from commencement and during the event	If The Company believes that persons or property are at risk for any reason (including but not limited to severe weather and damage to property) within 24 hours and/or after the commencement of the function, we reserve the right to intervene in the interests of the safety of persons and property. This includes the removal of equipment and/or rearranging equipment to reduce risk of injury to persons or property. Customer will be informed prior to any changes. If The Company cancels the function due to severe weather there are two alternatives: 1) All food, drinks, food service hire items and staff are redeployed to a venue of the Customer's choice. The Customer is responsible for any venue hire costs and extra transport costs. 2) If an alternate venue is not available, the Customer will receive a 50% discount on another event in the next 6 months up the value of the original invoice (excludes venue hire and outside or contracted supplier fees). No refunds will be given. The Company is not liable for any loss or expenses occurred by the Customer as a result of the cancellation. If the function is cancelled due to damage of property, no refund will be given. Any damage or loss will be invoiced to the Customer.

Payment Terms

b) Events and Weddings Valued at Over \$4,000

◆ **Events**

A deposit of 20% is payable to confirm the booking. This deposit is refundable up until 6 weeks (42 days) prior to the event however an administration fee of \$500 will be deducted. Upon booking your event, your Service Agreement must be signed by an authorised representative, returned and deposit paid within 10 business days to secure staff, equipment and date of function.



The final balance is payable two weeks (14 days) prior to the event. After this time, no decrease in numbers or equipment orders will be permitted. Numbers can be increased up until 3 days prior to the event depending on availability.

◆ **Weddings**

A \$500 deposit is required to confirm the booking. Upon booking your wedding, your Service Agreement must be signed, returned and deposit paid within 10 business days to secure staff, equipment and date of function.

◆ 30% of the invoice is payable 6 weeks (42 days) prior to the wedding.

◆ The balance of the outstanding invoice is payable two weeks (14 days) prior to the wedding. After this time, no decrease in numbers or equipment orders will be permitted. Numbers can be increased up until 3 days prior to the wedding.

Postponing or Canceling your Event or Wedding

The Customer must advise The Company in writing at time of postponement or cancellation.

Time to event	Terms if Customer Postpones or Cancels the Event or Wedding
42+ days	Deposit for event or wedding is refundable minus a \$250 administration fee. Wedding - 30% of the invoice is payable 6 weeks (42 days) prior to wedding.
15 days to 41 days	If the Customer cancels the event or wedding for any reason, no refunds will be given. The final balance of your invoice is payable two weeks (14 days) prior to the event. Your event is not secured until final payment has been received After this time, no decrease in numbers or equipment orders will be permitted. Numbers can be increased up until 3 days prior to the event depending on availability.
Within 14 Days	If the Customer cancels the event or wedding for any reason, no refunds will be given. Event/wedding can be postponed to any date within 6 months only if invoice has been fully paid. The following charges are payable 14 days prior to the new function date: 50% of the food bill (as per the original invoice) 50% of all hire equipment (as per the original invoice) 100% of delivery and set up fees (as per the original invoice) 100% any additional outside venue hire fees or contracted supplier fees (as per the original invoice) 100% of the staff wages must be paid if cancelled within 24 hours (as per the original invoice) If the value of the rescheduled event/wedding is less than that of the original fully paid function, no refund will be made.

Time to event	Terms if The Company delays or postpones the event/wedding
25 hrs – 76 hrs prior	<p>The Company reserves the right to delay the delivery and set up of any equipment if we believe there is imminent danger to person or property. Reasons for delay include (but are not limited to) severe weather warnings from the Bureau of Meteorology as well as the inadequate security for our equipment. The Company is not liable for any loss or expenses occurred as a result.</p> <p>If The Company cancels the function due to severe weather there are two alternatives:</p> <ol style="list-style-type: none"> 1) All food, drinks, food service hire items and staff are redeployed to a venue of the Customer's choice. The Customer is responsible for any venue hire costs. 2) If an alternate venue is not available, the Customer will receive a 50% discount on another event in the next 6 months up the value of the original invoice (excludes venue hire and outside or contracted supplier fees). No refunds will be given. The Company is not liable for any loss or expenses occurred by the Customer as a result of the cancellation.
Within 24 hours from commencement and during the event	<p>If The Company believes that persons or property are at risk for any reason (including but not limited to severe weather and damage to property) within 24 hours and after the commencement of the function, we reserve the right to intervene in the interests of the safety of persons and property. This includes the removal of equipment and/or rearranging equipment to reduce risk of injury to persons or property. Customer will be informed prior to any changes.</p> <p>If The Company cancels an outside function due to severe weather there are two alternatives:</p> <ol style="list-style-type: none"> 1) All food, drinks, food service hire items and staff are redeployed to a venue of the Customer's choice. The Customer is responsible for any venue hire costs. 2) If an alternate venue is not available, the Customer will receive a 50% discount on another event in the next 6 months up to the value of the original invoice (excludes venue hire and outside or contracted supplier fees). No refunds will be given. The Company is not liable for any loss or expenses occurred by the Customer as a result of the cancellation. <p>If the function is cancelled due to damage of property, no refund will be given. Any damage or loss will be invoiced to the Customer.</p>

Contracted suppliers include but are not limited to:

- Venue hire (including tall ship)
- Entertainment (including juke box, jumping castle, musicians)
- Toilet facilities
- Drinks machines
- Decoration services eg themeing, flowers, ice sculptures and specialist lighting
- Custom designed cakes
- Crowd control including fencing and security guards
- Special requests sourced from specialist suppliers
- Guest transportation (eg boats, buses, taxis and water taxis)

For more information about contracted suppliers that we have hired for your function, please speak with your function manager.

5) Customer's Responsibilities

The Customer is fully responsible for the behaviour of the guests at the function and as they leave the function.

Any damage or loss of equipment caused by guests to the venue will be invoiced to the Customer.

"Responsible Service of Alcohol Policy" that will be supported during the course of the event. If behaviour falls outside the guidelines of this policy then the event manager, head chef or head bar person may:

- Negotiate with the Customer to agree on some other course of action to resolve the problem.
- Terminate alcohol service
- Summons the Police to remove offending guests
- Any costs associated with the early termination of the event due to behaviour endangering persons or property will be at the cost of the Customer.

6) Privacy

We respect your privacy. The personal information that you give us is held with care and security. We do not sell, rent or transfer this information to third parties for their marketing purposes unless you agree otherwise.