



## **TERMS AND CONDITIONS**

### **1. TERMS AND PARTIES GENERALLY**

In relation to these terms and conditions:

- a) **The Owner** refers to any company, entity or premises related in any way to the owner, operator, agent or staff of the vessel.
- b) **Functions and Event Agreement** and the **agreement** refers to this document.
- c) The **Organiser** shall be considered the person(s) who signs this agreement and agrees to the terms and conditions contained herein.

### **2. ALCOHOL AND MINORS**

- I. The 62ft Sunseeker is a licensed premises and operates in accordance with the principles of Responsible Service of Alcohol, which are law in NSW.
- II. Any patron under the age of 18 is allowed on the aforementioned licensed premises only with prior permission from the owner, and patrons may be required to present proof of age at the request of staff at any time.
- III. As guests of private functions, minors are permitted on the aforementioned licensed premises, however the Organiser must ensure that children will remain under the strict supervision and remain the responsibility of a parent or legal guardian. The guardian shall be responsible for ensuring that no alcohol is consumed by / purchased for the minor. Any minor found to be consuming alcohol will be removed from the premises (along with any other underage guests) and the remainder of the function will be cancelled.

### **3. CONFIRMATION OF BOOKINGS**

- I. To secure the event booking, the Organiser is required to pay in full a damages deposit bond, to the value of \$1000 and the agreed venue deposit within seven (7) days of initial invoice.
- II. A booking will **NOT** be confirmed until the owner receives full payment of the deposit, and this document furnished with the Organiser's signature consenting to these terms and conditions.
- III. A provisional booking will only be held for a maximum of seven (7) days.

### **4. CONFIRMATION OF NUMBERS**

- I. Confirmation of guaranteed/minimum numbers is required in advance of the event date, specifically:
  - a) 62ft Sunseeker - No less than 14 days prior to the function date.
  - b) All other venues No less than 14 days prior to the function date.
- II. As the final invoice is based on this number, charges will be based on guaranteed numbers or a final head count (as recorded by the venue manager), whichever is greater.

### **5. PRICE AND PAYMENT**

- I. An initial deposit shall be required upon the signing of this agreement. The required deposit lists as follows:
  - a) 62ft Sunseeker – 50% of vessel hire plus \$1000 security bond
- II. A Booking is not confirmed until full payment of the required deposit price has been made.
- III. Full and final payment is to be made Fourteen (14) days prior to the function date
- IV. Every effort is made to ensure prices remain as printed however these may be subject to change without notice.
- V. All pricing is inclusive of GST.

### **6. CANCELLATION**

- I. As unforeseen circumstances can often arise, cancellation of the function is available at the request of the Organiser.
- II. The booking deposit, less \$100 administration fee may be reimbursed, if cancellation is made by the Organiser - No fewer than twelve (12) weeks from the date of the function
- III. If cancellation of function is made within the aforementioned periods, the deposit may be liable to be retained by the owner. However, should another party subsequently book the venue; the deposit less \$100 administration fee may be reimbursed.
- IV. If cancellation of function is made within two (2) weeks of the function any and all payments will be retained by the owner.

### **7. DETAILS / SPECIFIC REQUESTS**

- I. The owner and/ or the agent will be pleased to quote for and arrange any equipment that may be required for the function, e.g. decorations, flowers, DJ, AV equipment etc. These charges will be added on to the total function bill inclusive of a 15% service fee.
- II. Any and all specific arrangements and requests relating to menus, beverage lists, entertainment, audio/visual requirements and particular room arrangement must be confirmed no less than fourteen (14) days prior to the function, or as otherwise previously agreed between Ausail and the Organiser.
- III. If menu details are not provided within this period, the owner cannot guarantee the availability of the dishes chosen.
- IV. Within this period, please advise if any guests attending the function have any specific dietary needs or requirements. The owner shall not be held accountable for any loss or injury incurred by a guest due to the non-disclosure of a specific dietary requirement.

### **8. DAMAGE AND INSURANCE**

- I. The owner will take all reasonable care but will not accept responsibility for damage to, or loss of personal possessions on board the vessel.
- II. It is the Organiser's responsibility to obtain their own insurance for themselves, their guests, and any contractors, for the period that these persons or their possessions are in any and all parts of the venue.
- III. The Organiser shall be held responsible for any and all damage and loss incurred to the premises, and equipment used during the function.

**Ausail Yacht Charters Pty Ltd**

1300-135-632

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**9. RESPONSIBILITIES RELATING TO VESSEL**

- I. The Organiser agrees to begin the function and vacate the designated function space at scheduled times agreed upon. In the event that a function should go beyond the agreed finishing time, the owner may agree to grant an extension of time in favour of the Organiser, and reserves the right to impose a charge for each hour and / or part hour the function space is occupied thereafter.
- II. The organiser agrees to cover all costs, expenses and outgoings for the provision of security measures for events. The need for security at the event shall be at the sole discretion of the owner. Determination of the particular mode and extent of such security shall also be determined by the owner.
- III. Fire exits are not to be obstructed at any time. The owner reserves the right to adjust any set up or exhibitions to ensure that all Health and Safety and Fire Regulation codes are not breached.
- IV. For all exhibitions produced by outside contractors, plans must be approved by the owner a minimum of fourteen (14) days prior to the function. All contractors must liaise with Ausail and the owner in all matters of room and equipment set up, access and delivery, and removal.
- V. The relevant venue will only accept deliveries of goods or equipment on the day of the event. It is the responsibility of the Organiser that all equipment and goods be both delivered to and removed from the venue within the same day of the event, or as otherwise previously agreed between the owner and the Organiser. Usage of a loading dock / access area may be pre-arranged at each venue and no parking is permitted in this area. The owner does not accept responsibility for the storage of goods and equipment before, during, or after the event.

**10. GUEST RESPONSIBILITIES**

- I. The owner shall at all venues enforce a dress code, and ensure that a dress standard is maintained for the benefit and reputation of these venues. Whilst jeans and themed dress may be permitted, it is the responsibility of the Organiser to ensure that all guests are aware of the venue's particular requirement.
- II. The Organiser will be responsible to ensure the orderly behavior of all guests, as well as any outside contractors or entertainers. The owner reserves the right to impose noise restrictions or intervene as seen fit.
- III. Any guest who is deemed to be intoxicated by the owner's management or staff will be refused boarding of the boat. If a guest deemed to be intoxicated is within the premises, that guest will be refused service and/ or asked to leave the vessel.

**11. UNFORSEEN CIRCUMSTANCES**

- I. In the event that the owner is unable to comply with any provisions within this contract by virtue of any cancellation or interruption to gas or electricity supplies, industrial disputes, equipment failure, unavailability of food or equipment, or any other unforeseen contingency, the relevant venue management reserves the right to cancel any booking and / or refund any deposit without notice.
- II. In the event that the venue be unavailable due to such aforementioned unforeseen circumstances, the owner reserves the right to substitute similar venues. Every effort will be made to advise the Organiser of such a change in advance.
- III. The owner reserves the right to cancel a booking in the event that:
  - a) The Organiser becomes insolvent, bankrupt, or enters receivership or liquidation.
  - b) The nature of the function was to prejudice the reputation of either J & J O'Brien or the relevant venue.

**12. RIGHTS AS TO PREMISES**

- I. J & J O'Brien reserves the right to:
  - a) Grant or refuse entry;
  - b) Close the function at any time; and
  - c) Extend the hours of the function
- II. Any additional security charges and / or other fees must be paid once an extension of operation is granted.

**13. CONSENT TO TERMS AND CONDITIONS**

- I. By signing these terms and conditions the Organiser accepts full responsibility for insurance cover for the event booked and all associated activities involved upon the vessel premises. The Organiser agrees to cover rectification (by repair or replacement) of any damage caused, as well as agreeing to indemnify the owner, staff or vessel agents for any loss of trade or other costs involved due to any damage caused to the premises.
- II. The Organiser consents to the use and occupation of the venue at their own risk. The organiser hereby agrees to keep the owner, staff, operators and agents indemnified against all actions, suits, claims, demands, costs and expenses brought against the owner arising out of injury or damage to any person or property from or during the use of the owner's facilities.
- III. This agreement shall be governed and constructed in accordance with the laws of New South Wales, Australia

- 14. Ausail Pty Ltd acts as a booking agent only. We sell various travel related products on behalf of numerous transport, accommodation and other wholesale service providers, such as airlines, coach, rail and cruise line operators. Ausail Pty Ltd's obligation is to make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. We have no responsibility for these services nor do we make or give any warranty or representation regarding their standard. All bookings are made subject to the terms and conditions and limitations of liability imposed by these service providers. Your legal recourse is against the specific provider and not Ausail Pty Ltd. If for any reason, any travel service provider is unable to provide the services for which you have contracted your remedy lies against the provider and not with Ausail Pty Ltd.

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Organiser's Name (please print clearly)

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Date of function

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Signed

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Date

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