AUDLEY DANCE HALL
CAFÉ & EVENTS

STANDARD
TERMS AND CONDITIONS

("The Contract")



In this Contract, "we", "us" and "our" refer to Audley Dancehall and "you" and "your" refer to the Client.

1. This contract is between:

Parks Foods Pty ABN 6732 6448 815,
trading as Audley Dance Hall, of 1 Lady Carrington Drive, The Royal National Park, Audley in the State of New South Wales ("**Audley Dancehall**").
AND
(name) & (name) of .....
("the Client").

2. Ceremony and Reception date:

.....

3. Payment Provisions (deposits and time for payments):

The Client must pay Audley Dancehall the amounts set out in the Invoice for Event at the times set out in the Payment Schedule on account of the Total Fees and Charges.
Audley Dancehall is authorised to apply any deposit/s received in part payment of the total Fees and Charges.
The Client shall pay all the other charges to Audley Dancehall within seven (7) days of receipt of a Tax Invoice from Audley Dancehall.
If the Client fails to pay any amount payable under this Contract on or before the due date for payment the Client must pay interest on that amount, on demand by Audley Dancehall. Interest is payable from the due date until payment is received by Audley Dancehall and is payable at a rate of 12% per annum and is compounded monthly.
All payments and due dates listed on the Invoice for Event, the Payment Schedule, the Total Fees and Charges and the Tax Invoice form part of the Contract.

4. Cancellation by Client:

If the proposed Contract is cancelled by the Client more than sixty (60) days from the function date, 25% of the Invoice for Event amount shall be forfeited to Audley Dancehall, in addition to any or all the other amounts payable under this Contract at the time Audley Dancehall receives written notification of the cancellation from the Client.
If the proposed Contract is cancelled by the Client between sixty (60) days and thirty-one (31) days from the function date, 50% of the Invoice for Event amount shall be forfeited to Audley Dancehall, in addition to any or all the other amounts payable under this Contract at the time Audley Dancehall receives written notification of the cancellation from the Client.
If the proposed Contract is cancelled by the Client thirty (30) days or less from the function date, the Client shall be liable to pay to Audley Dancehall a cancellation fee equal to 100% of the Invoice for Event, in addition to any or all other amounts payable under this Contract at the time Audley Dancehall receives written notification of the cancellation from the Client.

5. Breech and Termination:

Audley Dancehall shall be entitled to terminate this Contract at any time where Audley Dancehall is unable to fulfill its obligations under this Contract as a result of circumstances beyond its control including, without limitation, an act of God, fire, flood, riot, civil commotion, National Park closures or action of any Governmental authority. Audley Dancehall shall have no liability to the Client whatsoever as a result of such termination, except that Audley Dancehall shall refund to the Client any part of the Total Fees and Charges paid by the client under this Contract, prior to the date of termination by Audley Dancehall, except for the provision of catering services after the date of termination by Audley Dancehall.

Termination of this Contract shall be without prejudice to and shall not affect any other rights or remedies of Audley Dancehall.

National Park Closures

In circumstances of extreme rainfall access to Audley Dancehall via Farnell Avenue at Loftus can be limited, allowing access only via McKell Avenue at Waterfall. This does not qualify as a park closure under this Contract.

At times decisions are made to close some New South Wales National Parks due to concerns for public safety, usually around extreme fire danger. In such instances, Audley Dancehall will liaise with the Client to re-schedule the function. However, any loss incurred by the Client as a result of closure or postponement of a function is not the responsibility of Audley Dancehall.

6. Miscellaneous:

Credit Cards

We welcome credit card payments however all transactions are subject to a service commission charge of: MasterCard (2%) and Visa (2%). Direct deposit into Audley Dancehall's bank account incurs no commission fees.

Government Taxes and Duties

A charge for GST and any other government imposts will be included in the Client's account as required by relevant legislation and will form part of the amount due for the provision of catering services.

Charging Policy

Minimum charges apply to our quotes based on minimum numbers provided by the Client. Please see the cover sheet of the proposal to the menu for your function, or the letter quoting on your function. All extra items supplied on request will be charged to the Client's account. All menu selections are subject to availability of produce and we reserve the right to vary menu charges at any time prior to the function.

7. The Function:

Changes to Final Numbers

To enable us to provide the Client with the very best of service and food, numbers for a function cannot be altered later than fourteen (14) full working days prior to the function date. The Client will be billed for the larger of the nominated final number or the actual number of persons attending the event.

Staffing Charges

If during the Client's function you wish to extend the function beyond the scheduled time, overtime charges for each additional hour (or part thereof) will apply. Prior to permitting any such extension we may require your written agreement to the additional charges or, at our discretion, payment of the nominated additional amount by cash or credit card.

Crew Meals

Crew meals are charged at $40.00 per staff member and will be served at an appropriate time for the schedule of the event, usually during speeches. Crew meals are served in the café, away from guests of the function. No alcohol is included in the crew meal package and if the Client permits crew to consume alcohol during their work a tab will be tallied and billed to the Client at the conclusion of the event.

Food and Beverage Remaining

Where food and alcohol is supplied as part of a package cost it remains the property of Audley Dancehall throughout the event until actually consumed. In such cases, we regret that we are unable to provide the Client with any food or beverage left over from the function.

Suppliers Contracted on Your Behalf

In arranging for the supply by third parties of services, equipment, decorations and the like we will be acting as your agents. Although for the Client's convenience we may consolidate such suppliers' accounts in our bill to the Client and arrange for their payment, the Client alone is liable to those suppliers for the amounts charged by them. Any amounts, which are paid or payable by us on your behalf, are considered moneys due from you to us, payable on the usual terms outlined in the Contract.

Extra Equipment Supplied By Us

If we are required to supply extra equipment for the function beyond that quoted we may elect to charge a reasonable hiring charge for that service and you agree to pay that charge in addition to the quoted charge for the function.

8. Legal Liability:

Supply of Alcohol

As holders of a Liquor Licence under the Liquor Act 2007 we are bound to fully comply with that Act and all relevant Acts of law and in particular the standards relating to the responsible service of alcohol and with its harm minimisation objectives. The Client agrees that we may take all reasonable steps that we consider desirable in the fulfillment of those obligations and will raise no objection to such actions on our part nor seek the refund of any moneys as a result of such actions. Beverage selections are subject to availability and maybe subject to change. If changes are made to the beverage package, we will endeavor to supply a similar style and quality as originally offered.

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 the Client or brought by the Client or the Client's invitees to the site for the function. Without limiting that statement, the Client is solely responsible for any loss or damage caused by willful default or negligence. Additional fees may be charged to cover any damage or excessive impact created by the Client's guests at the venue or within the park.

Acceptance of Terms and Conditions

Confirmation of the Client's proposal, verbally or in writing, will be an acceptance by the Client of these terms and conditions. Payment of a deposit/s will constitute confirmation of the Client's acceptance of the proposal which forms part of this Contract.

9. Venues:

Availability of Venue

Only upon payment of a deposit and acceptance of these terms shall the venue be reserved in the Client's name. Any reservations of ceremony or event sites within the park acknowledges the nature of Public Lands and the limited control Audley Dancehall or National Parks and Wildlife has over these areas and surrounds.

Use of Venue

The Client agrees to begin the function and to vacate the venue at any scheduled time agreed at the time of booking. In the event that a function commences early or extends beyond the scheduled time the Client is responsible for any additional venue charges incurred as a result. Any extra charges arising from early commencement of the function, such as excess time for staff or consumption of alcohol, will be invoiced separately for each additional hour (or part thereof) after the function.

10. National Parks Events and Ceremonies: Applicable only to Ceremony site

Audley Dancehall administers consent for holding ceremonies and events in the park on the Client's behalf. At all times the Client's guests and suppliers must adhere to the terms and conditions and are subject to fines if in breach of these.

Permitted:

• Non-amplified music.
• Alcohol only to be served by Audley Dancehall RSA approved staff.
• Personal public address system (for celebrant).
• Table for signing the wedding certificate.
• Chairs: maximum of thirty (30) and they must have continuous or rail type legs to avoid piercing the turf.
• Commercial wedding photography: if you intend to be photographed around the Audley Boatshed you need to seek the permission of the boatshed licensee. All commercial photographers should have current registration with OEH: http://www.environment.nsw.gov.au/commercial/ FormPhotography.htm
• Limousines may experience difficulties with roads in and around the Audley Precinct please discuss your plans in advance.
• Maximum load on Varney's bridge leading to Currawong Flat = twenty (20) seat bus.

Not permitted:

• Not available for exclusive use.
• Tents/marquees.
• No vehicular access to picnic flats.
• Amplified/loud music and/or public address systems.
• Candles or other open flames.
• Confetti, rice, petals or similar.
• Vines and other exotic plant material.
• Butterfly releases.
• Pegging or staking items into the ground.
• Depositing ice or iced water on grassed areas.
• Domestic animals.

Acceptance

By signing below, the Client indicates their acceptance of the Contract made up of the Terms and Conditions, the Proposal and the Payment Schedule and the Client authorises Audley Dancehall to commence the preparations of the function described above. The Client also acknowledges and agrees to the terms and conditions outlined in the Contract and in the deposit invoice.

Signed _____ Date _____

Print Name _____

Payment Schedule

25 % on minimum numbers, to secure date	$TBC
25% deposit to secure date	$TBC
25% second deposit due date (date)	$TBC
Final payment due (date), with all additions	$ TBC

All adjustments and changes finalised in final invoice.

By signing and returning this Contact the Client accepts the above payment schedule, unless previously negotiated with Audley Dancehall in writing. Any additional charges such as extra hire, food or alcohol including crew bar tab to be paid within seven (7) days of invoice.