

TRUE SOUTH

GENERAL AND SPECIFIC TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these conditions, the following shall apply unless the context otherwise requires:

- (a) "True South" means The Bayside Brewing Co. Pty Ltd (ABN 90 044 690 500).
- (b) "Deposit" means the amount forwarded by the Customer to True South evidencing acceptance of the General and any Specific Terms and Conditions.
- (c) "Facilities" means the True South Venue and/or any area where True South services are being provided and/or modifications, extensions or alterations added to them from time to time.
- (d) "Confirmation" means a confirmation receipt forwarded to the Customer by True South as evidence of acceptance of the Customer's cleared Deposit.
- (e) "Customer" means the person or organisation entering into this Agreement with True South.
- (f) "Event charges" means all charges applicable to a function including venue hire, food and beverage and any other charges.
- (g) "Services" means the services described in the quotation made by True South to the Customer.
- (h) "Special Terms and Conditions" means any Terms and Conditions contained in the quotation which are specific to a particular facility and / or function.
- (i) "Projected Function Costs" means the sum reasonably estimated by True South to be the total cost of the function.

1.2 Customer to Ensure Compliance

The customer will endeavour that its servants, officers, contractors, guests, members, patrons, and invitees comply with these terms and conditions.

2. GUEST NUMBERS

The True South Function Room can accommodate up to the following numbers:

- 100 guests for a dinner
- 80 guests for a dinner dance
- 150 guests for a cocktail party

3. CATERING CHARGES

Food and beverage menus for True South are charged inclusive of service staff unless otherwise indicated.

4. MINIMUM NUMBERS

The following minimum numbers apply to the Function Room: 30 guests

****Please note that minimum numbers of 100 guests apply on Friday and Saturday nights in November and December for hire of the Function Room (subject to negotiation).**

5. VENUE HIRE CHARGES

The following Venue Hire Charges apply to True South and include standard security and cleaning:

Wedding ceremony: \$500.00
Entire Venue: Contact the Manager

6. CONFIRMATION OF BOOKING

- (a) A **tentative booking will remain in place for three (3) days ONLY** from the

time of booking. If this period has expired and the deposit and signed trading terms and conditions have not been received, True South reserves the right to release the date for re-sale.

- (b) A booking will be deemed confirmed upon receipt of both a deposit of 20% of the projected function costs or \$2,000.00 whichever is the greater, and signed trading terms and conditions. The projected function cost is based on the expected number of guests and function type as advised by the customer at the time of booking.

7. GUARANTEED NUMBERS/SLIPPAGE

Guaranteed numbers for your function are 20% less than the expected guest numbers confirmed at the time of booking and on this agreement. If your final confirmed numbers fall below this threshold, a slippage fee will apply. This charge is calculated by multiplying the number of guests below the threshold, by the confirmed food and beverage price per head for the function.

In the case that the 20% slippage is lower than the minimum numbers for the venue, minimum spend based on minimum numbers applies.

8. PAYMENT

8.1 Terms of Payment

- (a) Unless approved credit arrangements have been made with the management of True South, the customer must pay to True South the fees as set out below: **All fees will not be accepted as paid until funds are cleared through True South's bank account:**
 - (i). unless an alternative arrangement is in place with True South, a deposit of 20% of the projected function cost or \$2,000.00 whichever is the greater, is required to confirm the booking. This amount will be applied against the final tax invoice as part consideration. Until these monies are received, True South reserves the right to allocate the date to another customer;
 - (ii). an amount, estimated by True South equal to the Projected Function Costs ("the preliminary invoice") is payable seven (7) days prior to the function date;
 - (iii). the balance, including any additional charges incurred during the event will be invoiced by True South at the conclusion of the function ("the final tax invoice") and is payable within fourteen (14) days of the date of the function
- (b) *Credit Balances* - True South will pay credit balances within fourteen (14) days of the function date.
- (c) *Surcharges for extension of time*
 - (i) an alternative duration may be negotiated to meet the needs of the specific function. Further extensions may, subject to any special terms and conditions, be negotiated on the function date or during the function. The quotation contains indicative guides to the surcharges applicable.
 - (ii) The duration can only be extended by the customer or the customer's nominated representative, in consultation with the True South representative in charge of the function.

(d) *Payment*

Payments can be made by one of the following methods:

Credit Card

(by phone or in person)

(American Express incurs a 2.5% surcharge)

Direct Deposit:

Account Name:

The Bayside Brewing Co. Pty Ltd

BSB: 083 144

Account: 83 416 9443

Cheque to:

The Bayside Brewing Co. Pty Ltd

8.2 Non Payment

If the customer does not fulfil the payment obligations specified in Clause 8.1 True South has the right to terminate the agreement.

8.3 Cancellation / Postponement

In the regrettable circumstances that a customer cancels an event, True South shall be entitled to the following payment:

- (i) if the cancellation or postponement is notified one hundred and twenty (120) days or more prior to the date of the function, any deposit paid shall be returned in full;
- (ii) if the cancellation or postponement is notified at least thirty (30) days prior to the function date, the full deposit will be retained by True South;
- (iii) if the cancellation or postponement is notified less than thirty (30) days and more than seven (7) days prior to the function, 50% of the projected function costs shall be payable; and
- (iv) if the cancellation or postponement is notified less than seven (7) days prior to the date of the function, 100% of the projected function costs shall be payable.

9. FINAL NUMBERS

- (a) Final confirmed numbers must be provided 10 working days prior to the function date. [These numbers will provide the basis for the preliminary invoice].
- (b) Minor increases to confirmed numbers (up to 5%) can be accommodated up to 3 working days in advance of the function. Increased numbers will be charged to the final account. Reduced numbers will be invoiced at the final confirmed number.
- (c) If confirmed numbers fall below the minimum level specified, a revised per person costing will be calculated with a per person surcharge calculated on the final confirmed numbers.

(d) Acceptance of number variations is subject to specific terms and conditions in accordance with this Agreement.

10. BEVERAGES ON CONSUMPTION

- (a) Beverages to be charged "on consumption" basis will be included on the preliminary invoice at 80% of the beverage package price that is the most comparable in beverage selection and function duration.
- (b) Actual consumption over this amount will be added when the final invoice is compiled.
- (c) The minimum beverage spend is 80% of the Beverage Package One price for a similar function duration applies where beverages are charged "on consumption".



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11. PUBLIC HOLIDAY SURCHARGE

Please note that a surcharge of 20% applies on all food and beverage charges for events held on Public Holidays, whether or not the Public Holiday is gazetted at the time of confirmation. A 10% surcharge applies to functions on New Year's Eve.

12. TAXES

All prices quoted are in Australian dollars and include a 10% goods and services tax (GST). Any taxes applicable shall be based on the gross value of the final tax invoice.

13. WEDDINGS

The throwing of confetti is prohibited on the grounds of True South.

14. MENU AND DIETARY REQUIREMENTS

Whilst all care will be taken to provide special meals to meet all dietary requirements, True South is unable to guarantee that any meal will be 100% free of all traces of nuts, dairy, gluten or other products that may produce allergic reactions in certain people. For extreme allergies, special arrangements must be discussed with the True South Representative.

Whilst all care will be taken to identify guests who have requested a special dietary meal, the responsibility lies with the guest to identify themselves to service staff.

Additionally whilst all care will be taken to provide menus that have been pre-selected by the customer, ALL menus are subject to seasonal availability. A suitable substitute may be found without prior warning.

15. SMOKING

True South is a non-smoking venue. Provision is made for smokers in designated areas. Customers are asked to ensure that their guests dispose of their cigarette ash, butts and matches thoughtfully, using ashtrays provided.

Any costs arising from the setting off of smoke detectors, whether by unauthorised smoking, or as a direct result of activity generated by the function, will be borne by the customer unless caused by the actions of True South.

16. REHEARSALS/ENTERTAINERS

(a) Please liaise with the True South Representative about the nature of your entertainment. All entertainment must be approved True South and all electrical equipment must be tested and tagged.

(b) Rehearsal times need to be approved in advance by the True South Representative.

(c) Meals for band members, production personnel etc., can be arranged and will be quoted according to the customer's specific requirements.

(d) If entertainers, performers or DJs are booked directly by the customer, they must be scheduled to complete their performance at the same time the bar is scheduled to close.

17. PREFERRED SUPPLIERS

True South have preferred suppliers for all staging, production, lighting, floristry and like requirements. Should the customer wish to use alternative suppliers, a detailed brief will need to be submitted to True South at least thirty (30) days prior to the function date.

18. TRUE SOUTH FUNCTION HOURS

Open daily from 7.00am until 1.00am (closed for functions on Good Friday and Christmas Day).

Availability of the Function Room is subject to agreement.

19. DELIVERY OF ALL EQUIPMENT, DECORATION, EFFECTS AND FLOWERS

(a) All deliveries to True South must be arranged with the True South Representative. All deliveries must be clearly marked with customer details. The number and names of people involved, their expected times of arrival and equipment requirements must be conveyed to the True South representative at least 24 hours prior to the function date.

(b) There is no short or long term storage available for equipment at True South. Collection of goods must occur before 10.00am the day following the function.

(c) Whilst every effort will be made to assist in the movement of goods from the loading bay to the function room, assistance will be offered on the basis of staff availability at that time. Charges may apply.

(d) True South cannot take responsibility for any of the customer's or third party supplier goods left on the premises.

(e) True South reserves the right to prevent certain items from entering or leaving the building (eg. beverages etc.).

(f) Please note that a 10% handling fee is added to suppliers' total quoted prices if True South arranges any supplier component of an event on behalf of the customer. This handling fee covers the booking of the hire items, their delivery and pick up, and all invoicing and administrative costs. If the client decides to source and pay for these items separately in order to avoid incurring the additional handling fee, True South policy and procedures for bump in and bump out must be strictly followed.

20. BUMP IN/BUMP OUT DETAILS

(a) Set up for any major audio visual equipment, lighting and rigging is restricted between the hours of 10.00am and 4.00pm. The Customer will negotiate exact parameters of bump in on a case by case basis with the True South Representative.

Set up may be permitted outside True South opening hours although extra security charges may apply.

(b) The number and names of people involved in an overnight bump in, their expected times of arrival and a list of areas to which access is required, must be conveyed to the True South Representative at least 48 hours in advance. Access or entry may be refused if security is in any way compromised.

(c) Please note that all electrical equipment must be tested and tagged.

21. DETAILED FLOOR PLAN

The True South Representative will provide a detailed floor plan for the function. Please note that there are stipulated maximum numbers for True South based on permits and regulations.

22. EXCLUSIVE SUPPLY ARRANGEMENTS

Please be aware that True South has exclusive supply arrangements with its sponsors for certain food and beverage products. Whilst we endeavour to offer a broad range of products

where possible, sometimes we may be able to offer products that are limited to the range available within certain sponsored brands.

23. SMOKE MACHINES AND NAKED FLAMES

Smoke machines or pyrotechnics may not be used within True South.

24. DAMAGE AND INSURANCE

The customer will be held financially responsible for damage or loss sustained to any items in the facilities, or to the facilities, however caused, by the customer, its servants, officers, contractors, guests, members, patrons, invitees or any other persons associated with them.

25. EXIT

Exit signage and security cameras must not be covered and access must not be blocked off under any circumstances.

The customer will be responsible for the quiet and orderly exit of guests, contractors, members, patrons, invitees or any other persons associated with them attending the function.

26. PARKING

Customers will advise its servants, officers, contractors, guests, members, patrons, and invitees or any other persons associated with their function that parking is available on the beach side of Beach Road adjacent to the park opposite the venue, and in the car park behind the venue off Ebdon Street.

27. CLEANING

Contract cleaners are employed by True South. If substantial additional cleaning is required after a function, the costs will be added to the final invoice.

28. EXTRA SECURITY CHARGES

(a) Extra security charges may be applicable.

(b) True South reserves the right to determine the security required for any function.

29. INVITATIONS AND TICKETS

All invitations and tickets for any function at True South must be submitted for approval to True South prior to their use.

30. TRUE SOUTH OBLIGATIONS

True South has an obligation to provide a safe environment for all employees, contractors, patrons, visitors, guests and neighbours.

Our staff, contractors and agents will adhere to all our policies and procedures at all times, in particular Occupational Health & Safety and our Patron Management Plan.

In summary, True South the following policies will apply to all functions held at True South -

(a) We do not serve anyone under 18 years of age.

(b) We will refuse liquor service to *intoxicated* patrons.

(c) Drunk or disorderly patrons are not permitted on our premises.

(d) We will not encourage binge drinking, rapid intoxication or drunkenness.

Any persons not adhering to these conditions will be required to leave the premises.



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31. CUSTOMERS OBLIGATIONS

The customer must:

- (a) Allow True South and its agents or servants free access to and egress from all parts of the facilities.
- (b) Not carry on or allow to be carried on in or at True South any behaviour or activity, that is in the opinion of True South dangerous, noxious, offensive, illegal, noisy or objectionable.
- (c) Not use or allow the facilities to be used for any purpose other than that for which it was designed.
- (d) Endeavour to observe all relevant laws, statutes, statutory rules and regulations, notices and orders.
- (e) Not without prior consent of True South make alterations or additions whatsoever to any facilities.
- (f) Follow directions of True South or its employees, agents or subcontractors at all times.

32. INDEMNITY TO TRUE SOUTH

The customer indemnifies True South to the fullest extent permitted by law from and against:

- (a) All claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and

expenses of any nature which True South may suffer or incur in connection with the loss of life, personal injury or damage to the property incurred or suffered directly or indirectly in connection with this Agreement, the use of the facilities by the customers, its servants, officers, contractors, guests, members, patrons, and invitees or any other persons associated with them except where such injury, loss or damage arises by reason of an act or omission of True South or its employees, agents or subcontractors.

- (b) True South is not liable or responsible to the customer or any servants, officers, contractors, guests, members, patrons, and invitees or any other persons associated with them for any loss of life, personal injury or damage to or loss of property which may be suffered except where such injury, loss or damage arises by reason of an act or omission of True South or its employees, agents or subcontractors.

33. PREMATURE TERMINATION

True South shall be entitled to cancel the contract without notice if:

- (a) The customer fails to fulfil any of its obligations laid down in the Agreement.
- (b) The customer alters the purpose of the function without the approval of True South.
- (c) True South becomes aware of conditions under which the execution of the function could jeopardise public safety or order, or

potentially involve an unacceptable risk of personal injury or damage to property.

34. SEASONAL REQUIREMENTS AND PRICE FLUCTUATIONS

Prices are quoted on current costs, and may be subject to alteration at any time. True South reserves the right to change or delete menu items based upon seasonal availability.

Food and beverage menus prices are only valid until 30 June each year. All menus prices are adjusted according to current costs on 1 July each year.

35. BASIS OF AGREEMENT

Performance of this agreement is contingent upon the ability of True South to complete the same, and is subject to labour troubles, disputes, strikes or picketing, accidents, government (federal, state or local) requisitions, restrictions upon travel, transportation, food, beverages, or supplies, equipment failure, and other causes whether enumerated herein or not, which are beyond the control of True South. In no event shall True South be liable for loss of profit or consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall True South's liability be in excess of the total amount of the food and beverage contracted heretofore.

I / We (name) _____
 Company (if applicable) _____
 Of (address) _____
 Phone (home / work) _____
 Mobile _____

agree that I/We have read, understood and accepted the above terms and conditions (3 pages), minimum numbers and the item variations (if applicable) listed below.

This event will be held at True South, 298 Beach Road, Black Rock, VIC, 3193 in the upstairs Function Room on				
Day		Date and Year		
Function type		Minimum numbers		
Agreed variations				
The Projected Function Costs ("the preliminary invoice") is payable seven (7) days prior to the function date				
Inclusive Package cost	\$	price per person	x	amount of guests =
Food costing	\$	price per person	x	amount of guests =
Beverage costing	\$	price per person	x	amount of guests =
Deposit of	\$	Deposit Paid by		On (Date)

Signature _____ Date _____
 Signed by True South _____ Date _____

