



Banquet

Terms and Conditions

1. Agreement

This agreement is made between the Wellesley Boutique Hotel referred to as the "Hotel" and the "Client". In the event that this agreement is signed in the name of the company, partnership, agency, firm, club or similar society, the person signing represents to the Hotel that they have full authority to sign such a contract. If the person is not authorised, they will be personally liable for the complete performance of this contract.

Any reference to the "Manager" will refer to the person nominated by the Hotel to represent the Hotel in all matters relating to the function.

2. Confirmation of Booking

Confirmation of your booking must be made in writing together with the estimated number of attendees and the requested deposit within 14 days of making the reservation and at least 14 days prior to the first day of the function. Otherwise, management reserves the right to cancel the booking and allocate the venue to another client.

3. Deposit

A non refundable deposit equal the venue hire is required to confirm a tentative booking. This amount will be deducted from the final account. In the event of a deposit not being received the Hotel reserves the right to allocate the venue to another client. Cheques are to be made out to The Wellesley Boutique Hotel Ltd.

4. Cancellations

All cancellations must be confirmed to the Functions Co-ordinator in writing. In the event that your confirmed booking must be cancelled, the following conditions may apply at the discretion of the Hotel.

Notice less than 14 days: A cancellation fee of 100 percent of the estimated total cost of the function. In the event that the Hotel has contracted outside services that cannot be cancelled the client will be liable for these charges.

Notice more than 14 but less than 30 days: A cancellation fee equal to 50 percent of the estimated cost of the function, or the room hire charge, whichever is the greater, and associated accommodation.

Notice more than 30 but less than 80 days: A cancellation fee equal to 25 percent of the estimated cost of the function, or the room hire charge, whichever is the greater, and associated accommodation.

5. Payments

Cash, cheque, eftpos, direct debit or any major credit card may be used to make all payments. All accounts must be paid at the conclusion of the function unless prior arrangements have been made with the Hotel. Payment will be required within 7 days of the receipt of invoice. For payments by credit card, any invoice in excess of \$5,000 will incur a merchant fee of 2% of the overall invoice.

6. Guaranteed Numbers

An estimated number of attendees must be given at the time the booking is made. A guaranteed minimum number of guests attending the function is required no later than midday, 4 working days prior to the first day of the function. This will then be regarded as the minimum number of persons for catering purposes and will also become the minimum charged for your function account.

7. Confirmation of Details

All requirements, together with food and beverage requirements, catering times, meeting timetable and audio visual/room set-ups must be received by the Hotel no later than 14 days prior to the function. The Hotel often sources professional audio visual equipment from external sources and is affected by unpredicted price changes. Audio Visual Equipment prices are subject to change after a confirmation has been submitted.

8. Setting up Requirements

The Client shall notify the Functions Co-ordinator of all setting up requirements no later than 14 working days prior to the first day of the function. The Client shall pay the cost of any special electrical equipment; installation or fitting that may be required for the function. Any such installation or fitting shall be carried out by a person approved to do so by the Hotel.

9. Room Allocation

The Hotel reserves the right to assign an alternative venue for a function in the event that numbers change and the Hotel at its sole discretion deems the room unavailable or inappropriate.

10. Prices

All prices quoted are current at the time of quotation but may be varied prior to the function.

11. Non Liability of Hotel's Loss

Under no circumstances will the Hotel make good or accept responsibility or liability in respect of any damage or theft or loss of property, goods, articles or things whatsoever placed, deposited, brought into or left at the Hotel, either by the Client, the Client's employees or agents or by any person attending the function and the Client must indemnify and hold the Hotel and its employees and agents harmless in respect thereof.

The Hotel shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God that may cause the Hotel to be temporarily closed or the function to be interrupted or cancelled.

12. Sub-Letting

The Client shall not sublet the Hotel or any part thereof.

13. Indemnity

The Client indemnifies the Hotel from any loss, damage or liability to the Hotel or to any person or member of the public in respect of any claims or proceedings made against the Hotel, based on or arising out of any act or omission, neglect or default on the part of the Client or any of its officers, employees, agents, or invitees in breach of this Contract or in respect of the performance or non performance of the Clients obligations under this Contract.

14. Care of Premises

The Client should liaise with the Hotel to prevent any damage. At the termination of the function the Client shall at once surrender possession of the Hotel facilities with all of the Clients and the Client's employees and agent's equipment and materials removed.

The Client shall take good care of and shall not cause any damage to or permit any damage to be done to the Hotel or to any part thereof or to any fittings, equipment or other property at the Hotel.

The Client shall make good and pay for any damage made to the Hotel or furniture or fixtures or fittings (including accidental damage) caused by any act or neglect by the Client, the Client's employees or agents, or any persons attending the function by reason of the use of the Hotel by them.

The Client shall not make any alterations to the structure, fittings, decorations or furnishings of the Hotel nor permit nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the Hotel without prior written permission from the Manager and shall leave the Hotel in the same condition as it was at the first day of the function.

The Client shall not allow anything to be displayed, attached or to be suspended from the ceilings, walls, fittings or draperies of the Hotel without the previous written permission of the Conference and Banqueting Department.

15. Hours of Use

The Client agrees to commence and conclude the function at the scheduled times. If the function exceeds the scheduled time additional charges may apply. Functions that end after 12 midnight will incur a charge of \$100 per 30 minutes and a requirement that music is turned down to an acceptable background noise level.

16. Setup and Delivery

Clients are responsible for all costs associated with the set-up and breakdown of any function. The Hotel must be advised of deliveries prior to arrival. Items must be delivered to the venue booked and marked with the name and date of function.

17. Room Hire

The room hire rate quoted in this contract has been calculated on the current Food and Beverage requirements. Should these requirements change the venue hire may be revised.

18. Basis of Agreement

The Hotel's ability to meet its obligations under this agreement is subject to the intervention of matters outside the Hotel's command including but not limited to industrial disputes, accidents, Government restrictions, restrictions upon staff, transportation, food and beverage supplies and equipment failure. The Hotel is not liable for any loss of profit or any consequential damages, whether based on breach of contract, warranty or otherwise.

19. Security

The Hotel reserves the right to cancel a function in writing at any time without liability if it believes the function may adversely affect the smooth running of the Hotel, its security or reputation, and to exclude or eject any persons from the function and Hotel. The Client remains liable for all costs associated with the function even in the event of cancellation. The Hotel reserves the right to provide security for any function as it deems necessary.

20. Food and beverage

No food and beverages is to be permitted to be brought into the hotel for consumption at the function unless by prior arrangement with the hotel.

21. Entire Agreement

Subject to amendments as specified in any subsequent confirmation signed by both parties, the confirmation and these terms and conditions constitutes the entire agreement of the parties and supersedes all prior discussions, negotiations and agreements in relation to the function

PEM Number:

Function Name:

Company, Organisation or Person

Date	Room	Layout	Start Time	End Time	Pax	Venue Hire

Welcome sign to read:

I have read and understand the terms and conditions as set out above.

Company: _____ Function Date: _____

Client Name: _____ Client Signature: _____

Signed on behalf of WBH: *Clarice Olckers* Date: *21 September 2009*