



## *Function Terms & Conditions*

### **1. Deposit & Payment**

To confirm your booking a deposit of \$300 or 10% of the value of your function (whichever is greater) is required. This amount will cover your room hire fee or be deducted from your Food & Beverage Package total spend once food/drinks have been confirmed.

**All payments must be made in full at least seven (7) days prior to your function taking place.**

Payments for Food & Beverage Packages must be paid in full twenty-one (21) days prior to event. EFT, credit cards and cash are welcome. Please note that credit card payments incur a 1.5% bank surcharge .

If payment is not made in full as per the timeframe above, your function may be cancelled. In this instance any deposit paid is forfeit.

Function details, itemised cost and dates payments are required will be confirmed by Barrels & Ashes in writing at the time your function is confirmed.

### **Default in Payment**

Payment of all Barrels & Ashes invoices is required within seven (7) days from date of issue, unless otherwise agreed. The Client shall assume responsibility for cost outlays by Barrels & Ashes in all collections of unpaid fees and of legal fees necessitated by default in payment.

### **2. Venue Hire**

If you wish to hire our entire venue, a venue hire fee is payable - POA. This is in addition to your food/beverage spend.

For exclusive use of our upstairs function room, a flat fee of \$300 is payable. A room hire fee is also incurred for private use of any of our smaller rooms and/or balcony areas - POA. This fee is waived if you select one of our Food & Beverage Packages for your function service.

### **3. Unconfirmed Bookings, Cancellations & Relocations**

Tentative bookings will be held for seven days from the date of enquiry. Bookings will only be confirmed once a deposit has been paid. A non-refundable deposit of \$300 is required to secure the booking. Events may be cancelled up to twenty one (21) days prior to the scheduled date with no penalty. 100% of the predicted value of the event will be forfeited if cancelled within seven days (7) of the scheduled date of the event.

In the unlikely event that Barrels & Ashes needs to cancel your event or move your event from your requested function area, we will take all reasonable steps to ensure:

- in the case of event cancellation you are given as much notice as is reasonably possible and that you are refunded in full any money already paid.
- in the case of relocation, the venue will take all reasonable measures to ensure notice is given and that the new area is configured as close to the original layout as possible.

The venue accepts no responsibility for any event that has to be cancelled due to acts of god, inclement weather or any other matter which is unforeseen by the venue and deemed likely to be unforeseen.

There will be no recompense nor refund in the case of relocation from your preferred function space.

### **4. Function Time**

The duration of all functions will be a maximum of five hours from the start time. Finish time may be no later than midnight.

The client agrees to begin and end the function at the scheduled times agreed upon. All guests may remain at the venue (for normal trading hours) post function but room exclusivity does not remain and you may be relocated to other areas within the venue.

### **5. Food & Service Time**

Food must be ordered and confirmed no later than seven (7) days prior to function. No amendments to food items will be accepted within seven (7) days of event taking place.

Service times for food must be confirmed no later than seven (7) days prior to function. Food will go out at this time. We strongly recommend that you select a service time where you can be certain all of your guests will have arrived. Food cannot be held back or delayed as it is made fresh to order.

Unless otherwise requested, all food will be placed on allocated food tables within the function area for guests to help themselves.

### **6. Bar Tab**

If a bar tab is to be used on the night for the guests, a credit card payment must be made prior to function commencement.

## **7. Beverage Packages**

All persons attending the function are counted on the beverage package (except underage guests). If additional numbers RSVP, these guest can be paid for on the night prior to the start of the event. No other patrons/guests will be permitted into the function area.

Guests are welcome to buy their own drinks on consumption if no bar tab or package is purchased.

\*Barrels & Ashes supports the Responsible Service of Alcohol, Management reserves the right to refuse service and ask patrons to leave the venue.

## **8. Physical Access**

Our primary function room is located on the first floor of our building and is only accessible via steep stairs. It is the clients responsibility to ensure that all guests are of an acceptable fitness level to safely ascend and descend the stairs.

## **9. Entertainment**

Barrels & Ashes can arrange many forms of entertainment for your function; including live music, photo booth, photographers etc. Please contact us for details. POA.

## **10. Audio Visual Equipment**

We have a sound system that is available for use for designated functions upon prior arrangement. The venue takes no responsibility for damage to any external equipment bought to the venue.

We also have facilities to cater for speeches and a projection screen is available for use, i.e. photo slide shows, meetings, video etc

## **11. Decorations**

Under no circumstances are clients to move furniture or hang decorations etc. All decorations and furniture set up will be attended to by Barrels & Ashes staff. Decorations must be delivered to the venue early on the day of your function. Any signage must be approved by management in writing in advance. Room design, furniture style and decoration will be set in accordance with client's direction.

We are able to provide some decorations; such as balloons, coloured tablecloths and fairy lights. Please liaise with our Restaurant Manager as to what we can provide for you (please note additional charges will apply - POA).

## **12. Finalising Details**

All details must be confirmed in writing and payment made in full seven (7) days prior to the function date. This includes menus, beverages, decorations, audio visual, entertainment as well as starting and finishing times. Final guest numbers are also required. Charges will be based on these, or the final head count, whichever is greater. Plans for all events must be approved in writing by Barrels & Ashes. This includes all matters pertaining to the delivery, set-up and packaging of equipment supplied by the client.

## **13. Staffing**

Pricing includes standard service for food and beverage. This includes standard bar service and food items being circulated on trays and offered to your guests once before being placed on allocated tables

within the function area for your guests to help themselves for Cocktail Parties and platters being placed on food stations for Platter Service.

Should you require premium service levels, we are able to offer wait staff dedicated solely to your function or private bar facilities (charged at \$35 per hour, per staff). All staff remain the responsibility of the venue and will not be controlled nor directed by the client.

#### **14. Identification**

All guests, with the exception of minors, are required under NSW law to provide valid ID to enter our venue. Valid ID constitutes a valid/current passport, a current/valid driver's license or a current/valid NSW ID card.

#### **15. Minors (under 18 years of age)**

Barrels & Ashes welcomes minors (any person under the age of 18 years old) to our venue so long as they are in the direct presence of a legal guardian.

#### **16. Lost Items**

Although all possible care is taken, Barrels & Ashes does not accept responsibility for any items left at the venue during or after a function.

#### **17. Responsible Service of Alcohol (RSA)**

Barrels & Ashes supports and practices the responsible service of alcohol and has a safe environment policy relating to matters of WHS (work health safety) which include, but are not limited to, the items listed below. Barrels & Ashes reserves all rights to refuse entry and/or service to any person who do not meet the RSA requirement (as per the guidelines set out by Office of Liquor Gaming and Racing) or those who are deemed to breach our safe environment policy, as determined by Barrels & Ashes management, staff and/or security.

- Any person who appears intoxicated
- Any person who uses, is seen to use or is deemed to be under the influence of illegal drugs
- Any person who is abusive or quarrelsome
- Any person who is behaving in manner that is deemed to be harmful to themselves or others

A person is deemed intoxicated if:

- Their speech, balance, co-ordination or behaviour is noticeably affected; and
- It is reasonable, given the situation, to believe that this due to the consumption of alcohol.

## **18. Refusal of Service or Entry**

Any patrons under the influence of alcohol or drugs will be asked to leave the premises. Management has the right to refuse entry and refuse service to any patrons as they are obliged via Responsible Service of Alcohol laws and legislations.

A licensed venue may refuse entry or eject a patron if they are:

- Intoxicated
- Violent, quarrelsome or disorderly
- Smoking in a smoke-free area
- Suspected of having or using illicit drugs on the premises
- Behaving in a way that causes the licensee to commit an offence under the liquor laws
- Not following reasonable request from hotel staff & security
- It is reasonable to suspect that their behaviour / actions are the result of consumption of alcohol

A person who has been refused entry or ejected from a licensed venue must:

- Leave the venue and vicinity immediately (50 metres)
- Not re-enter or remain in the vicinity for 6 hours
- Not re-enter the venue for 24 hours

Under NSW law if any person does not adhere to the above steps when requested the police must be called and the person will be dealt with under the penalties of the NSW liquor act.

## **19. Damage to Property**

Any damage caused during the function by the client or by any contractors or their guests will be the responsibility of the client.

## **20. Other Events**

Barrels & Ashes reserves the right to book and accommodate multiple functions in the venue at any one time.

## **21. Photography**

Barrels & Ashes reserves the right to photograph any function or function set-up. These photos may be used for website, e-marketing and other advertising purposes.

## **22. Indemnity**

The client shall indemnify and agrees at all times hereafter to keep Barrels & Ashes indemnified from and against all claims, demands, losses, damages, costs and expenses of any nature whatsoever for which Barrels & Ashes may become liable in respect to or in any way arising (including anything of a consequential nature) from this agreement excepting any claim, demand, loss, damage, costs or expenses arising directly or indirectly from the negligence of Barrels & Ashes or any of its servants, agents or employees.