

**Berkleys**  
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## FUNCTION Terms & Conditions



We are delighted to have this opportunity to present our function service to you. As we pride ourselves on the provision of quality service, it is important to us that your function is successful. The organisation of your event should run as smoothly as the event itself, and consequently, we would appreciate your attention to the following details.

### **Booking Confirmation**

All functions are deemed enquiries until such time as a tentative booking has been placed. Tentative bookings will be held for five (5) working days, and will only be considered confirmed once a deposit and the signed Terms & Conditions have been received by the Functions Manager or by another prior arrangement.

### **Deposit & Payment of Account**

A deposit of \$500.00 is required to secure this booking. All payments can be made by either cash, bank cheque, Amex, Diners, Visa or Mastercard.

Banquets & Function final payments must be made seven (7) working days prior to your event. Any outstanding amounts must be paid by conclusion of the event, unless prior arrangement is made with the Functions Manager by either cash or credit card. No personal cheques will be accepted at this time. Invoicing can be arranged by prior notice at the discretion of the Manager for Conferencing.

### **Function Details**

Preliminary event details will be outlined in the draft Event Order. You need to confirm all details as soon as possible, but no later than thirty (30) days prior to the event for banquets. Final details must be arranged no later than two (2) weeks prior to your conference. Berkley's on Ann will then complete a final Event Order and forward it to you soon thereafter for your signature.

### **Final Numbers**

Berkley's on Ann will state the expected number of guests as previously outlined upon initial booking on the Event Order. Final numbers for your event must be confirmed 10 working days prior to your event for banquets and 7 days prior to your conference.. Once final details and final numbers have been confirmed, your Event Order will be forwarded to you for signature and payment.

### **Please allow up to seven**

(7) working days prior to your event for payment of a personal cheque. All cheques must be made out to Brew Holdings Pty Ltd. Should the guaranteed number not be received by the due time, the initial expected attendance indicated on the Event Order will be taken as final.

### **Hire Details**

The Restaurant may assign an alternative function room for your event if the appointed function room is unavailable for any reason, or the Restaurant believes the appointed function room is no longer appropriate. Access times for each event are allocated on each event order and vary from each event. Access to your Conference Room must be NO EARLIER than the access time on the event order. A penalty fee will apply if access is achieved prior to arranged time.

Whilst Berkley's is pleased to offer it's services to all functions and conferences, please note that a difference in room hire may apply should catering options not be selected. Day Meetings Packages are based on a minimum number of 15 delegates. This prices is based on the use of one standard sized conference room. Should your room set up require the extension into a larger area, without guests to justify, an additional charge may apply.

### **Charges and GST**

The Event Charge will be based on the rates quoted in the Event Order unless you require any changes to your event, in which case the Restaurant will advise you of any change in the charges. The estimated Event Charge has been provided to you as an indicative figure only of the likely event charge. Final Charges will be stated in the Tax Invoice.

All pricing on the Event Order are inclusive of the Goods and Services Tax as defined in A New Tax System (Goods & Services) Tax Act 1999.



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If any additional or increased taxes or levies are introduced after the date of the Event Order, the Restaurant reserves the right to require payment of the relevant additional amount.

### No Responsibility

The Restaurant is not responsible for:

The theft, damage, or loss of any goods brought onto the premises, or any introduction of food to the event and the effect of it afterwards. If the Restaurant is unable to provide facilities or any other arrangements for your event or any part of it, or cannot otherwise perform the terms of the Event Order due to circumstances beyond the Restaurant's control. The Restaurant is not responsible for any costs, damages or expenses that you may suffer or incur.

### Surcharges

Public Holidays: For events being held on a public holiday a surcharge of 15% to the total account will apply.

Cash Bar: For events where beverages are sold to guests on a cash basis as table service, a surcharge of \$5.00 per person will apply. No surcharge will apply if it is bar service only.

Invoicing: If by prior arrangement the full amount owing or part thereof is to be invoiced, an interest rate of 5% will be charged after 30 days of the outstanding invoice.

### Cancellation

In case of the event being cancelled the following terms are applicable:

Over 60 days written notice, the deposit will be refunded in full

30 - 60 days - the cancellation fee being the full deposit will be retained - Banquets

14 - 60 days - full deposit refunded for conferencing

14 - 29 days - the cancellation fee will be equivalent to 50% of the contracted amount for Banquets

1 - 14 days - 100% of the contracted banquets amount will apply (at the Managers discretion)

7-14 days - Conferencing - Full Room hire will be charged as well as 50% of contracted amount

1-7 days - Conferencing - Full Room hire will be charged as well as 100% contracted amount

Should the Restaurant resell the function space, the Restaurant may use its discretion and charge a reduced cancellation fee.

### Conduct

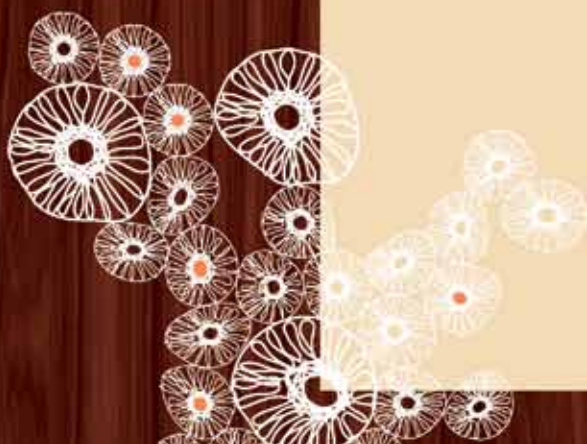
Unless otherwise agreed by the Hotel, your event must finish at the time specified in the Event Order, or by five hours after commencement of food & beverage service, whichever comes first up until midnight for Banquets. Conferences are based on a maximum of 8 hours rooms use, provided that the room is vacated by 5pm for day events, and midnight for evening events. Trading ceases at 12 midnight. Functions proceeding past this time will incur an additional charge of \$400.00 per hour or part thereof. Your event must be conducted in an orderly and lawful manner. The Restaurant reserves the right to end your event if the Restaurant reasonably believes that your event is not being conducted in an orderly or lawful manner. The Restaurant has no responsibility to you for any costs, damages or expenses that you may incur in relation to the Restaurant's termination of your event.

The Management may remove or deny entry to anybody being disruptive or acting in a disorderly manner.

No food or beverages of any kind, other than those provided by the Restaurant will be permitted onto the property without the consent of the Restaurant. The Restaurant practices principles of responsible service of alcohol. Intoxicated persons will not be served alcohol and may be removed from the premises. You are not to exceed any noise levels, which, in the opinion of the Restaurant, may disturb other patrons or guests, or disrupt the normal operation of the Restaurant.

### Cleaning

A cleaning fee of \$100.00 per hour will apply if extra cleaning is required due to your event. This is for excessive cleaning over and above what is deemed as 'standard'.



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### **Parking**

Parking is strictly limited to 'In house Accommodation Guests' only. Our preferred carpark solutions are located at the Queens Plaza, and Post Office Square which are conveniently located close to the Hotel. Normal public carparking fees apply.

### **Delivery of Boxes and Materials**

If material of any nature is being sent to the Restaurant a delivery docket must be attached to each item. This allows for easy identification for your event. Please address all materials to:

Berkley's on Ann Restaurant  
C/- Rendezvous Hotel  
Attn: Functions Manager  
255 Ann Street  
Brisbane Q 4000

### **No Responsibility**

The Restaurant is not responsible for:

The theft, damage, or loss of any goods brought onto the premises, or any introduction of food to the event and the effect of it afterwards.

If the Restaurant is unable to provide facilities or any other arrangements for your event or any part of it, or cannot otherwise perform the terms of the Event Order due to circumstances beyond the Restaurant's control. The Restaurant is not responsible for any costs, damages or expenses that you may suffer or incur.

### **Indemnity**

You are responsible for and must indemnify the Restaurant for:

Loss or damage to the premises arising out of your use, or any person attending the event; and claims by any person for loss, injury, death or damage of any kind arising from your use, or any persons attending the event which is caused or contributed to by your negligence or that of persons attending the event.

Any additional cleaning requirements which the Restaurant considers to be in excess of general cleaning.

### **Important**

Please read these terms & conditions carefully. If you have read and understood the terms set out, and accept them, please sign this document. In signing the terms, they are binding upon you.

Please fax to 07 3220 1066.

Date

Client Name

Company Name (if applicable)

Signature

