# Tiffy Group Function Terms & Conditions

## Interpretations

**Client** - means the person or representative organising the function with The Venue/Function Coordinator .

**Function** - event being held at The Venue by the Client.

**The Venue** - means either the specific venue the event is taking place at and/or Tiffy Group.

Functions Director - Person appointed by authority to sign this agreement on behalf of the Venue.

**Agreement** - the terms and conditions laid out in this document.

## Payments & Cancellations

- 25% of the quoted minimum spend is required to be paid within seven days of making a booking in order to secure the desired date and time.
- The full minimum spend outstanding balance needs to be paid prior to the contracted event conclusion.
- Any extra spend additional to the cost already incurred by the Client on the date of the Function will need to be paid upon conclusion of the event or prior to this.
- All hen's & stag parties deposits will be held until after the event in case of damage. Where there is no significant damage caused they will be refunded.
- All card payments will incur a surcharge.
- Cancellations need to be made in writing to <a href="mailto:functions@tiffygroup.com.au">functions@tiffygroup.com.au</a>
- The deposit is non-refundable if a cancellation is made within the two week period prior to the Function date.
- In the event of government implemented COVID related restrictions affecting the Function there are two options; the Function will be cancelled and fully refunded OR the Function can be postponed to a suitable date for all parties and the monies held as credit.
- In the event of poor weather being forecast, the Functions Director will liase with the client and attempt to find a suitable solution to minimise the effects of the weather however the function will still go ahead unless the weather conditions become unsafe.
- In the event of a Force Majeure, all parties concerned will liaise to find a reasonable outcome suitable to all parties. A Force Majeure event or cause is beyond reasonable control of both parties and includes: extreme natural disaster and unsafe weather conditions; insurrection, war, civil unrest & martial law; power shortage or breakdown of plant and equipment; labor shortage, pandemic, & epidemic; government or relative authority implemented restrictions or prohibitions.

### Menu Confirmation

- Guest numbers are required to be confirmed at the latest **one week** prior to the Function date.
- Menu and beverage selections are required to be confirmed minimum **one week** prior to the function date. Catering and beverage selections provided to the Function Coordinator within the week period prior to the Function date cannot be guaranteed.
- Dietary requirements are required to be disclosed a minimum of **one week** prior to the Function date. The Venue is not responsible for any loss or injury incurred by a guest due to a non-disclosed dietary requirement.
- Menus are subject to availability, and this will be advised by the Function Coordinator to the Client within reasonable time.

# Minimum Spend

- Minimum spend, including deposit, is fully redeemable on food and drink. We do not charge a venue hire fee unless minimum spend is not met through food and beverage ordering. In this instance, the remainder of the minimum spend will become a hire fee.
- Minimum spends will be quoted to you upon enquiry.
- Minimum spends are based on estimated turnover obtained in regular trade in the proposed function area.
- All prices quoted are inclusive of GST.
- Extra fees such as security and entertainment are not included in minimum spend as they go directly to supplier.
- Drink specials such as happy hour ect are not applicable to functions.
- Public holiday surcharge of 15% is applicable on any Function held on a state or national public holiday.

### Licence Terms

- The Venues are licensed premises and operate pursuant to the Liquor Act 2007 and in accordance with the principles of Responsible Service of Alcohol, the governing law in Victoria.
- The venue reserves the right to refuse service or entry to any guests who appear intoxicated or disorderly.
- Any patron under eighteen years old may be present in the venue under the following conditions;
  - If accompanied by their legal parent or guardian
  - prior to 10pm
  - Following prior arrangement with management
- All guests may be required to present specific proof of age documentation upon request of staff
  at any given time during the Function. Guests without valid proof of age documentation may
  be asked to leave the venue.

#### **Guest Conduct**

- The Venue has a strict no harassment policy. Any sort of threatening behaviour, intimidation or harassment of staff or customers is not permitted. Guests found to be acting this way by staff will be asked to leave immediately.
- Any decorations or presents brought in by the Client must leave with guests upon conclusion of Function unless later stage pick up has been pre-arranged with the Function Director. If post Function pick up isn't pre-arranged, there's no guarantee the venue may have space to safely store these items.
- Any food or decorations for the Function can be dropped off on the day, through prior arrangement with the Function Director. These can not be dropped off any earlier than the function date, unless by prior arrangement and only in extenuating circumstances.
- A charge of \$200 will be applicable to use of confetti/glitter that requires excessive clean up.
- While the venue staff will take all reasonable care, the venue cannot accept responsibility for damage to or the loss of guests' personal items.
- The client, and any outside vendors hired by the Client, will be held responsible for any damage caused to the Venue or to Venue equipment caused by/during the event. If a guest is found to be causing wilful damage or harm to the venue they may be asked to leave immediately.
- The client agrees to begin the Function and vacate the designated function space as per agreed upon times between the Client and the Function Director. Management may agree to extend a function time if there is a need for the event to run over, however this depends on multiple factors and the final decision rests with venue management on the day.

### Consent to Terms & Conditions

- I. By signing these terms and conditions the Client accepts full responsibility for insurance cover for the event booked and all associated activities involved with the function. The Client agrees to cover rectification (by repair or replacement) of any damage caused, as well as agreeing to indemnify the Venue for any loss of trade or other costs involved due to any damage caused to the premises.
- II. The Client consents to the use and occupation of the venue at their own risk. The Client hereby agrees to keep the Venue indemnified against all actions, suits, claims, demands, costs and expenses brought against the Venue arising out of injury or damage to any person or property from or during the use of the Venue's facilities
- III. The Client accepts all payment terms.
- IV. The Client agrees to abide by the Guest Conduct conditions.
- V. This agreement shall be governed and constructed in accordance with the laws of Victoria, Australia

CLIENT:	VENUE:
Name:	Name:
Signature:	Signature:
Date:	Date: