

# TERMS & CONDITIONS

## CATERING SERVICES & VENUE HIRE

### 1. AGREEMENT

1.1 We agree to provide Catering Services and/or hire the Venue to you for the period specified in the Confirmation/Event Order and under the conditions specified below.

### 2. DEFINITIONS

"Catering Services" includes all food and beverage items and service equipment installed and prepared by us as agreed to within the Confirmation/Event Order.

"Venue" means the area described in the Confirmation/Event Order.

"We, us, our, etc" means Norsearch Ltd trading as Southern Cross Catering Lismore ABN 57 003 082 406.

"You, yours, etc" means the person described in the Confirmation/Event Order as the Client.

### 3. WHAT YOU MUST PAY US

3.1 You must pay us the Catering Fees (inclusive of any GST) and any Deposit in full no later than due date specified in the Confirmation/Event Order.

3.2 If, before you confirm your reservation, our Catering Fees increase, then you must, if we ask you to, pay to us the difference between the Catering Fee specified in the Confirmation/Event Order and the increased Catering Fees. We may also require you to increase the Deposit proportionate to the increase in the Catering Fee.

### 4. CONFIRMING YOUR RESERVATION

4.1 To confirm your reservation of the Catering Services and Venue hire, you must do these things:

- a) within 7 days of making the reservation, return this Agreement to us, signed by you (if you are a company, this Agreement must be signed by a director of your company);
- b) within 7 days of making the reservation, pay us a Deposit equal to the greater of 30% of the Catering Fee or \$500;
- c) within 11 days prior to the Catering Services or Venue hire, provide relevant function or meeting details to us. These details must include (but are not limited to) room set up, menu selection, beverage requirements, audio visual/technical requirements, estimated numbers, and duration including starting, catering and finishing times. We will then confirm your order by providing you with signed Confirmation/Event Order.

4.2 If you do not do both of these things within that time, then we may cancel your reservation without notice. If you pay the Deposit, but do not sign and return this Agreement, then you are nevertheless taken to have accepted, and agreed to be bound by, all terms of this Agreement.

### 5. EVENT ORDER

5.1 Final confirmed numbers will provide the basis for our invoicing. Should numbers increase the final invoice will reflect these changes. Should the numbers decrease the invoice will reflect the final numbers received three business days prior. All increases must be advised in writing and phone to our Venue and Catering Coordinator. It is at our discretion to determine whether to accommodate these changes.

5.2 Catering Services and Venue hire bookings received with less than 48 business hours' notice may be honoured at our discretion and will incur a 10% surcharge to the final invoice.

### 6. CATERING SERVICES

6.1 All Catering Services have minimum numbers. Should original or final numbers not reach the minimum requirement, you agree to pay the full account as if the minimum were reached.

6.2 Minimum numbers of 15 catered guests apply to all menus with the exception of the following:

a) buffet or BBQ menus require a minimum of 20 guests;  
b) canapé menus require a minimum of 30 guests and minimum spends may also apply (please refer to your Confirmation/Event Order); and

c) conference package menus require a minimum of 10 guests.

6.3 The minimum catering requirements for meetings of 3 hours duration or longer is for tea/coffee and biscuits per person. Any booking over 5 hours must include a meal (lunch/dinner). Room hire or set up costs may be waived if food costs accumulate to \$1,000 per day or more.

6.4 If the Catering Services require delivery, then a delivery fee will be calculated on order requirements and travelling distances. Where multiple deliveries are required, the delivery fee will be applied for each delivery.

6.5 Additional charges will apply for crockery and cutlery on all deliveries. Disposable items are included within our prices. Any variation to our menu for Catering Services must be approved by us. All food consumed by you or your guests in any Venue owned by us or Southern Cross University must be purchased from us. This excludes celebration cakes for special events such as weddings and approved birthdays.

6.6 All prices quoted per person and are subject to change based on product availability and seasonal influences. Should one of the items on our menu for Catering Services not be available as per your ordered requirements, a substitute will be provided. Please note that this may also affect the menu price. All care will be taken to ensure any product changes are advised as soon as possible.

6.7 There is a 15% surcharge on Catering Services on Sundays and public holidays.

6.8 A minimum food and beverage spend applies on Saturdays. Consult your Confirmation/Event Order for spend details.

### 7. VENUE HIRE

7.1 If your Confirmation/Event Order indicates that you will also be hiring a Venue from us, you agree that you must:

- a) not use the Venue for any purpose except the function specified in the Confirmation/Event Order;
- b) not exceed any maximum capacities specified in the Confirmation/Event Order;
- c) not promote or use the Venue for any public meeting or entertainment unless we have first agreed to hire the Venue to you for that purpose;
- d) not cause any nuisance or damage to the Venue, or any fixtures, fittings or equipment located in it;
- e) pay to us on demand any expense we incur if you leave the Venue, or any fixture, fitting or equipment in it, in an unclean or damaged condition;
- f) not assign, novate or sub-licence your rights or obligations under this Agreement;
- g) not park any vehicle in or around the Venue unless your first obtain our permission;
- h) observe all signs located in or around the Venue;
- i) not provide any catering or non-alcoholic beverages to the Venue with the exception of a celebration cake once our permission is granted;
- j) not sell or serve alcohol in or around, or allow alcohol to be brought onto, the Venue without our permission; not smoke in the Venue, or any building within which the Venue is located;
- k) bring onto, or store in or around, the Venue any toxic or inflammable substances;
- l) comply with our requirements concerning access, insurance, parking and safety (including emergencies);
- m) observe any direction we give, or any authorised officer of ours gives, you;
- n) not promote yourself as being associated with us, nor promote the function for which the Venue is being used as being associated with or conducted by us, unless we first give you permission

(although you may, without our permission, advertise the Venue as the venue for the Function so long as this is not done in a way that is, or is likely to be, misleading or deceptive);

- o) maintain and cause to be maintained adequate public liability and any third party liability insurance;
- p) ensure, and take reasonable steps to ensure, that your employees, agents and invitees are aware of and observe these obligations;
- q) vacate the Venue by the end time stated in the Confirmation/Event Sheet. Should you or an employee, agent or invitee of yours continues to remain within the Venue past the nominated end time you will incur an additional charge of \$150 per half hour, which will be invoiced to you and must be paid in full no later than the specified date;
- r) provide your own audio-visual or technical support in relation to technical equipment;
- s) arrive at the Venue at least 30 minutes prior to the Venue hire time to allow us to properly advise you about the Venue area;
- t) accept that it is at our discretion to re-allocate the Venue area should an unexpected event occur, prior to consulting with you; and
- v) comply at all times with Southern Cross University's policies and procedures.

**8. CANCELLATION**

8.1 You may cancel this Agreement at any time before the Catering Services or Venue hire is provided, but you must pay us the Cancellation Fee specified below if you do so. We may deduct the Cancellation Fee from any amount you have already paid to us. The Cancellation Fee is:

- a) the greater of 30% of the Catering Fee or Venue hire or \$500, if you cancel this Agreement;
- b) 50% of the Catering Fee or Venue hire, if you cancel this Agreement less than 28 days, but more than 7 days, before the date of Catering Services or Venue hire;
- c) the total Catering Fee or Venue hire, if you cancel this Agreement 7 days or less before the date of the Catering Services or Venue hire.

**9. INDEMNITY**

9.1 You indemnify us against any claim, expense, loss or damage we suffer if you, or any employee, agent or invitee of yours, directly or indirectly, and wilfully or negligently:

- a) damages or destroys any property of ours, or of another person located within the Venue or any of our buildings at any time you have access to the Venue for the purposes of this Agreement; or
- b) injures, or causes the death of, any person within the Venue or any of our buildings or grounds at any time you have access to the Venue for the purposes of this Agreement.

9.2 This indemnity is a continuing and independent obligation, survives termination or expiry of this Agreement, and includes any expense we incur on a full indemnity basis.

**10. TERMINATION**

10.1 We may terminate this Agreement immediately and at any time, without notice to you, if you:

- a) do not pay on time any amount due to us under this Agreement;
- b) become bankrupt or insolvent; or
- c) do not observe another obligation under this Agreement when we tell you to do so.

10.2 If we terminate this Agreement, you cannot hold us liable for, and agree to release us from, any claim, loss or expense you incur as a direct or indirect consequence of our termination.

**11. SECURITY AND ACCESS**

11.1 You agree that:

- a) unless the Confirmation/Event Order permits you access at other times, you may only have access to the Venue during the Confirmation/Event Order Period;

b) any authorised officer of ours has full and irrevocable authority to remove any person (including you) from, or to prevent them from entering, the Venue if, in his or her reasonable opinion:

- i) the Venue is being used for a purpose other than the Function;
- ii) you, or an employee, agent or invitee of yours engages in conduct that we, acting reasonably, consider is (or likely to be) a nuisance, or compromise our safety or security procedures;
- iii) the capacity specified in the Schedule is, or appears, to have been, exceeded; or
- iv) there is any actual or suspected emergency that warrants evacuation of the Venue.

**12. GOVERNING LAW**

The laws in force in New South Wales govern the terms of this Agreement. You and we agree to submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State, including any courts of appeal from them.

**The Client accepts these terms and conditions**

.....  
Signature of Client

.....  
Name of Client

.....  
Position of Client

