

Terms & Conditions of Business

Please read & acknowledge our function, conference and wedding terms and conditions of business by signing and returning a copy to our Events Coordinator:

1. Holding a date (deposit payment):

No date may be held unsaleable without the following deposit payments:

Weddings, Conference & other functions (Mobys Conference & Function Centre)

- 0-50 guests: \$750.00
- 50+ guests: \$1500.00

Off site catering (eat creative catering solutions)

- \$750.00 or 15% of the total amount of the estimated costs, whichever is greater.

This deposit amount will secure our services and your date. If cancelled within 14 days of making the booking, the full amount of the deposit payment will be refunded; thereafter the deposit payment is not refundable.

2. Deposit & payment (of all known costs):

To confirm your function, a signed acceptance of this Terms & Conditions agreement is required and must be faxed to our Events Coordinator along with payment of your deposit (refer Holding a date).

No function is considered booked or confirmed until the deposit and the signed Terms & Conditions agreement is received by our Events Coordinator. After 14 days of your holding payment a signed agreement has not been received by our Events Coordinator, your date held may be released for general sale and your deposit payment becomes non refundable.

No function date is confirmed without a deposit payment (as listed above) and a signed agreement. A payment schedule will be issued with your **FINAL** quotation with due dates for progressive payments.

Mobys Conference & Function Centre reserves the right at any time, if payments are not made to schedule, to cancel the function date. Credit card details may be left with us to ensure progressive payments are made on time.

All payments made by credit card will incur a surcharge: Visa and Mastercard 2%. Alternatively, direct deposit payment can be arranged.

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If the above payment schedule does not suit, alternative payment arrangements agreeable by Masticate Pty Ltd can be made.

3. Final payment

Full payment equal to 100% of the total amount owed is to be paid in full 7 days prior to the event/function. If the booking is made within 7 days of the event, full payment equal to 100% of the total amount owed is payable immediately to secure your date and function room/s.

Mobys Conference & Function Centre reserves the right to cancel the booking if the final payment is not paid pursuant to this agreement. If final payment is not received in advance, the function will not proceed.

A credit card must be held by Mobys Conference & Function Centre for any incidental and/or unknown costs on the day of the event. These incidental costs will be charged immediately after the event.

4. Cancellation or deferral of wedding:

Cancellation of the wedding within the first 14 days of making the booking for the event is fully refundable.

Cancellation after 14 days of making the booking will result in full loss of all monies paid to date.

Deferral of the wedding date, within the first 6 months of the making of the booking, to another date within the same calendar year will result in no monies being lost and full credit balance being transferred to the new date.

Deferral of the wedding date, not under 6 months from the date of the event, will result in 50% loss of all monies paid.

5. Wedding details:

The client shall advise the Events Coordinator of its final wedding requirements including but not limited to: wedding room layout and table arrangements, set up and catering numbers and requirements not later than 7 days prior to the event date.

6. Clients general responsibilities:

The client shall remain responsible at all times for:

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Loss or damage to the property of the Conference and Function Centre, caused by the client, its guests and invitees.

Insurance of its own property and the property of its guests and invitees.

The client is financially responsible and agrees to indemnify Masticate Pty Ltd trading as Mobys Conference & Function Centre for all damage sustained to the function centre and its grounds during an event as an action of invitees and/or guests of the organiser. This also applies to any damage caused during the wedding, staying overnight at Mobys Beachside Retreat. Although accidents often happen, damage to our functions rooms can easily be prevented by good communication between you and your team when arranging decorations etc. If necessary, repair or replacement charges may be passed onto you if approval has not been sought. Staples, sticky or masking tape, glues, pins or Velcro are not permitted on our walls or ceilings.

7. Other conditions:

- a. The client, their guests and invitees shall not be permitted to bring food or beverages of any kind whatsoever onto Mobys Conference & Function Centre premises (Wedding Cake excepted).
- b. The client, their guests and invitees shall comply with the reasonable requirements of Mobys Conference & Function Centre and shall conduct its event and associated events in an orderly and responsible manner and in compliance with all applicable laws.
- c. Mobys Conference & Function Centre reserves the right to exclude or remove from the function rooms or hotel premises any and all undesirable persons without liability.
- d. The responsible service of alcohol will be conducted in accordance with the hotels house policies and the *liquor act 2001*.
- e. Labour surcharges are incurred on cash bars – this will equate to an hourly per staff member charge, based on final numbers.

8. Room assignment:

If the room or rooms reserved herein cannot be made available to the client for causes beyond the normal control of Mobys Conference & Function Centre, we reserve the right to substitute similar or comparable accommodation for the event, which substitute shall be deemed by the client as full performance of Mobys Conference & Function Centres obligations under the agreement. This applies to accommodation, meeting and function rooms. Please note that function space reserved during the day is subject to re-letting to other clients for other functions (day and evening), unless alternate arrangements have been made.

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Should confirmed numbers fall short of original numbers expected and reflected in this contract, Mobys Conference & Function Centre reserve the right to relocate the function to more suitable space.

9. Extended hours & surcharges:

We are happy to extend the hours of evening functions to 11.30pm on weekends and 10.30pm on weekdays as long as the noise is minimal and is contained within the function space. Additionally, you and your guests must not make excessive noise in the function space or when returning to accommodation rooms. By law, we are not allowed to make noise past 11pm that will impact negatively on our other guests within the hotel or our neighbours in Boomerang Beach. To extend the hours of your 5 hour wedding reception, or full or half day conference or other event, a fixed staff cost of \$180 per hour plus a per hour per guest beverage charge, plus any fines imposed on Mobys Conference & Function Centre by any division of the law.

A surcharge of 15% will be charged for weddings and functions held on public holidays.

10. Amendments

Amendments to these terms and conditions shall only be valid if application is made in writing and signed by a Mobys Conference & Function Centre representative.

11. Acceptance

Failure to return this signed acceptance with your holding deposit will result in the booking being released for general sale.

Signed for Mobys Conference & Function Centre:

Name (Print):

Title/Position:

Date:

Signed for client:

Name (Print):

Date:

If you have any questions about these terms and conditions, please contact our Events Coordinator on 61 2 6554 0766 or functions@masticate.com.au