



Terms & Conditions

CQ Hotels trading as Cruise

CQ Hotels trading as Cruise bar restaurant events (Cruise) is hired under the terms and conditions set out in this document. The payment by any person for any fees and charges for such facilities and the issue to any such person for any receipt of such sum and/or confirmation of hire shall be deemed to be an acknowledgement and acceptance by such person of the conditions contained herein. These terms and conditions are issued in conjunction with the booking sheet attached to this form.

Rates:

All rates quoted are inclusive of Goods and Services Tax (GST) and are in Australian Dollars.

Deposit/Payment:

The Function price including venue hire comprises the total estimate amount. A deposit equal to 30% of the total estimated amount shall be paid within seven (7) days of confirmation of availability of the Venue and a minimum of twenty-eight (28) days from the event. Should written confirmation of function details, signed acceptance of this terms and conditions and deposit not be received within this time period, Cruise reserves the right to cancel the reservation being held on the client's behalf. Prepayment of the balance of the total estimated amount is payable fourteen (14) days out from the function date. If the total of the estimated amount is not paid fourteen (14) days prior to the function date the client will be deemed to have cancelled the function at that time. The Client agrees that beverages will be charged according to Cruise's estimate of consumption (To be reconciled to the actual consumption following the function) Any variation on beverage consumption, increase in confirmed numbers, extension of the function time and any other agreed additional costs incurred are payable at the end of the function (Unless previously arranged with Cruise Management) We require a company or personal credit card authorisation should payment not be received in the contracted time period, this authority will be used to effect payment.

All Payments are to be made in Australian Dollars

Commission:

Cruise will pay the Event Company or PCO a 10% commission on food and beverage services

Confirmation of the Function:

If signed confirmation and payment of the deposit amount are not received within accordance of the terms herein, Cruise reserves the right to cancel the contract and enter into alternative agreements for the date and venue chosen for the function.

Preliminary food selections and numbers of guests are required at the time of the deposit being paid. Beverage selections are required no later than fourteen (14) days from the date of the event.

Amendments:

Amendments to this agreement shall only be valid if made in writing and signed by the Hotel.

The waiver of any terms and conditions for one particular occasion shall not be deemed a waiver of such terms and conditions for any future occasions.

Decrease in guests numbers

- | | |
|--------------------------------|--|
| ▪ 14 days prior to the event | No penalty. Cruise will adjust the estimated costs accordingly
Cruise will retain 50% of the total estimated food and beverage cost per person multiplied by the number of guests cancelled.
No refund will be given. Cruise will provide catering for the guests numbers confirmed 8 days prior to the event. The bar tab will also remain at the amount committed 8 days out from the event. . |
| ▪ 8-13 days prior to the event | |
| ▪ 0-7 days prior to the event | |

Level 1, 2 & 3 Overseas Passenger Terminal
West Circular Quay Sydney NSW 2000
P: +61 2 9251 1188 E: info@cruisebar.com.au

www.cruisebar.com.au

Access Time:

Unless authorised by management access to and from the function space will be no more than two (2) hour prior to or after the designated commencement and finishing times of the function. This time may be extended, however may incur an additional charge.

21st Birthday Parties:

Cruise requires a security deposit of \$5000 for 21st Birthday Functions. This security bond will be deducted in full should damage to the property occur throughout the duration of the event, or as a direct result of any function guest's actions before, during and after the event. If damages exceed this amount they will need to be paid in full. An additional security guard is required to be present for the duration of the 21st birthday functions at the client's expense. Yard glasses are strictly prohibited. Security is charged at \$35.00 per hour per guard, minimum of five (5) hours

Child Policy:

Any persons under the age of 18 years, may be in attendance at your Function, providing a parent or legal guardian supervises them at all times, including entering and leaving the venue and using the venues bathroom facilities. Underage persons are strictly prohibited from consuming alcohol or approaching the bar. Failure to comply with these procedures will result in the person and their parent/legal guardian being asked to leave the premises.

Cleaning Charges:

The Client will be responsible for the cost of cleaning which in the opinion of Cruise Management exceeds reasonable cleaning requirements for the function in the venue.

Commencement and Vacation of Function Space:

Venue hire is for the nominated function space for a period of five (5) hours unless otherwise stipulated with prior arrangement with management. The client agrees to commence and vacate the function space at the scheduled times agreed upon in the booking form. Should the function go beyond the agreed finishing time or commence before the agreed starting time, Cruise reserves the right to impose a charge of \$1000.00 per hour or part there of that the function space is occupied. Management reserves the right to refuse time extensions. Should the client require storage facilities or early bump-in an additional fee will be charged.

Damage and Responsibility:

Neither Cruise nor Cruise employees shall be liable for any theft damage or loss sustained by the Client, the Client's guests or by any person, firm or organization supplying the Client including property being brought into Cruise. The Client will make good any theft, damage or loss caused to the venue and to Cruise's furniture, fittings and equipment arising out of the course of the Clients function. The use of smoke machines, special balloon effects and/or pyrotechnics due to the effect on Cruise's smoke detectors is not allowed unless prior approval in writing from the Management has been obtained. Should the Fire Brigade respond to an alarm caused by the Client's event, the Client responsible for the event will be liable for any charges incurred by Cruise.

Decoration:

Any styling or theme of the room in any form is at the discretion of Management and must be approved in advance. The Client is responsible for all costs incurred including, but not limited to, set up, bump-in and bump-out time for all function areas used for the event. Only Blu-Tack is to be used. No tape, nails, pins etc. Decorations are the responsibility of the Client and are to be removed at the conclusion of the function. Failure to do so will incur an additional charge. Nothing is to be placed on glass surfaces or balcony handrails. Management reserves the right to refuse the use of decorations if deemed unsuitable.

Delivery and Collection of Goods:

All deliveries and collections of goods to and from Cruise on the Client's behalf will be made only with prior arrangement. All deliveries must be clearly marked with the name and date of the function. Cruise will take all reasonable care but accept no responsibility for items delivered or left for collection.

All deliveries and courier items associated with your function must be marked to the attention of:

The Function Coordinator
Cruise bar restaurant events
Levels 1, 2 & 3 Overseas Passenger Terminal
West Circular Quay
Sydney NSW 2000

Please forward a list of all goods being delivered prior to the commencement of the function. It is the Client's responsibility to ensure that all items have been delivered.

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Disorderly Conduct:

Cruise will not permit or suffer any riotous, disorderly, unlawful, offensive or improper conduct in any of the function areas or adjacent to the venue within its confines. Any person believed to be under the influence of alcohol or involved in any riotous, disorderly, unlawful, offensive or improper conduct will be escorted off the premises. The Management reserves the right to terminate the function should they reasonably believe the function is not being conducted in an orderly and lawful manner. Cruise is not responsible for any costs that may be incurred by the client as a result of the function being terminated for disorderly or unlawful behaviour.

Emergencies, Industrial Actions and Force Majeure:

Cruise may cancel this agreement at any time if an emergency exists or threat of damage to any person or of damage to property (or as a result of such damage or danger). Similarly this agreement may be cancelled at any time if the use of the venue is prohibited or hindered by any industrial action or where matters beyond the reasonable control of Cruise impair or prevent Cruise being able to perform its obligations under the event contract, the client releases the hotel from any liability or loss incidental or consequential to such matters. Deposits paid by the Client will be refunded in the event of these circumstances arising.

Final Guaranteed Number and Function Details:

Guest numbers for the function will be specified in the booking form. The cost of the function and venue hire, subject to variation is as follows.

(a) Final guaranteed guest numbers is to be made by the client eight (8) working days prior to the function date. If no further written correspondence is received by Cruise at that date final guest numbers will be the number confirmed most recently prior to that date.

(b) Cruise will state the expected number of guests in the event order. Final numbers for catering purposes will need to be provided to Cruise a minimum of eight (8) working days prior to the function taking place.

(c) Once the booking is confirmed by the deposit, signed terms and conditions and contract, Cruise allows a reduction of up to 5% of the number of originally booked guests detailed in the tentative contract to occur without penalty. Any reduction in excess of 5% of the original booking additional charges may be incurred, or the function may be moved to a more suitable venue.

(d) If the Client wishes to change room configurations or any arrangements, we request confirmation of the amendments a minimum of seven (7) working days prior to your function taking place. If notification is not advised prior to the function commencing, a surcharge of a minimum of \$250.00 will apply. Should there be a cost associated with the removal and/or storage of furniture/fixtures this expense will be charged to the Client.

Indemnity:

The Client uses and occupies the Venue including but not limited to the area of the venue in which the event is conducted at their own risk. The Client hereby indemnifies Cruise and agrees to keep Cruise indemnified of all action, suits, proceedings, claims and demands for all damages, costs and expenses whatsoever which may be taken or made against Cruise and/or incurred arising out of injury or damage to any person or property from or during the use of Cruise's facilities referred to in this agreement and the booking form.

Menus:

Menu items and pricing may change without notice

Music and Noise Policy:

All amplified music played in the venue may be subject to specific local noise constraints. For all functions noise levels shall comply with the local council guidelines. Breaches of these noise agreements may result in a financial premium being levied. The additional charge will be determined and applied by Cruise Management. All entertainment must be approved by Cruise prior to the commencement of the function. Live entertainment is acceptable only with prior approval of Management. All entertainment must cease at midnight unless prior approval by management has been obtained. Management will have control over volume and entertainment throughout the function and reserves the right to intervene if deemed inappropriate.

Passenger Vessels:

Every endeavour is made to ensure that the Client is informed of the passenger vessel schedules for the Sydney Cove Passenger Terminal. In the event where the schedule has changed without notice and is beyond management's control the Client will be notified immediately. Cruise will not be responsible for any changes to the schedule. Cruise will not be responsible for any vessel berthed at the OPT that may obstruct the view of the guests. The client is responsible for checking the schedule at www.sydneyports.com.au/Cruising/CruiseSchedule.asp

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Responsible Service of Alcohol:

Cruise is committed to the responsible service of alcohol. It is illegal to serve alcoholic beverages to any person in a state of intoxication and as such Cruise reserves the right to serve any such person and/or request their departure from the premises. It is illegal to serve alcoholic beverages to any person less than eighteen years of age and Cruise reserves the right to request suitable confirmation of age.

Smoking Policy:

Smoking is not permitted within the venue. Smoking on the Balcony and outside areas is permitted.

Supply of Catering:

Cruise does not permit any outsource catering within its conference facilities, restaurant or bars. In the case of special requirements such as kosher/Halal foods, exceptions will be made for out sourcing to be permitted, with approval required in writing, unless arranged through Cruise.

Cruise prohibits the removal of any and all food and beverages not consumed in the Conference and Catering facilities or other food and beverage outlets.

Additional Staff Charges:

The number of staff and the hourly cost which is to apply is recorded on the booking form. Staffing service charges and where applicable, bump-in and bump-out charges will be incurred. A minimum of two (2) staff is required for all functions, including one (1) Supervisor. Minimum call out for staff is four (4) hours, including bump-in and bump-out time.

Additional Charges:

- (a) Beverages: The Client agrees that the person(s) nominated as signatory on the booking form may on the function date authorise Cruise to supply beverages in addition to those specified in the booking form and agrees to pay the charges levied by Cruise in respect to any additional beverage charges at the end of the function. The Client further agrees that Cruise shall not be obliged to supply any such additional beverages unless Cruise is satisfied that the supply of such beverages is authorised pursuant to this clause.
- (b) Miscellaneous: Cruise will not be responsible for payment of courier charges, special services e.g. flower arrangements, photographer) organised on behalf of the client, unless included in the function package. Any additional charges incurred during the function must be approved by the authorised signatory.

Cancellation Fee:

All cancellations must be received in writing

Cancellation of food and beverage option

- | | |
|---------------------------------|---|
| ▪ 28 days from the event | Full refund of the deposit will be made |
| ▪ 15-27 days prior to the event | 30% deposit will be retained |
| ▪ 8-14 days prior top the event | 50% of the total estimated cost of the event will be retained |
| ▪ 0-7 days prior the event | 75% of the total estimated cost of the event will be retained |

Cancellation of room hire option

- | | |
|---------------------------------|---|
| ▪ 28 Days from the event | Full refund of the deposit will. Be made |
| ▪ 15-27 days prior to the event | 75% of the total estimated cost of the event will be retained |
| ▪ 0-14 days prior tot the event | No refund will be given |

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Please read these terms and conditions carefully. If you do not understand these terms and conditions, please contact the functions coordinator to discuss. If you have read and understood the terms and conditions above and accept them, please sign below and return to Cruise bar restaurant and events.

In signing below you are legally bound by these terms

Event Name _____

Date of Event _____

Name _____

Company _____

Date _____

Signature _____

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