



TOP CAT CATERING WEDDING AGREEMENT HORIZONS | TERMS & CONDITIONS OF ACCEPTANCE | Effective 01.05.2020

This contract is made between TOP CAT CATERING PTY LIMITED ACN 614 864 818 trading as TOP CAT CATERING ("TOP CAT") and "the CLIENT".

RECITALS

- A TOP CAT CATERING PTY LIMITED ACN 614 864 818 trading as TOP CAT CATERING ("TOP CAT") is the exclusive licence holder and is licensed to provide catering services at Horizons situated at the South Maroubra Surf Life Saving Club ("Horizons") at 1 R Marine Parade, Arthur Byrne Reserve, Maroubra, NSW, 2035.
- B "The CLIENT" has agreed to hire the services of TOP CAT to hold a function at Horizons on the "function date".

TERMS & CONDITIONS OF ACCEPTANCE

1. Quotations

Any quotation given by TOP CAT is not an offer or obligation to provide services but an invitation to treat only. TOP CAT reserves the right to accept or reject any offer made by the CLIENT prior to the entering into this contract.

2. Terms of Agreement

a. Booking Confirmation

- i. A function date cannot be confirmed until:-
 - a) The Horizons venue hiring fee is paid to TOP CAT and upon written confirmation by TOP CAT that the fee has been received. The fee is subject to change without notice PROVIDED that such change in fee will not apply to the CLIENT after payment is made pursuant to this Contract of the fee applicable as at the date of this Contract AND
 - b) The Contract is signed by the Client and returned.
- ii. The CLIENT acknowledges that until the function date is confirmed by TOP CAT that tentative bookings by TOP CAT are not taken. TOP CAT can only indicate that dates are available for functions at the time of enquiry.
- iii. TOP CAT reserves the right to accept or refuse any booking at its sole discretion in the event a dispute arises as to a function date.
- iv. If payment of the room hire is not received within five (5) days, your event date may be forfeited and allocated to another party.

b. Duration of function

- i. The venue hiring fee permits the use of the Horizon function room for a period of five hours for your wedding reception (excluding ceremony, 2 hour bump-in and 1 hour bump-out). The maximum reception extension permitted by TOP CAT is one hour and subject to further payment. Any extension shall be at the sole discretion of TOP CAT. Horizons must be vacated by the CLIENT and its guests by midnight sharp as a requirement of Randwick City Council.
- ii. Should the reception begin earlier or later than scheduled (as per the event sheet agenda), confirmation will be provided by the event manager, as to the revised timings of your event.

c. Catering & Guest Numbers

- i. Horizons are a licensed premise and strictly no external catering or alcohol is permitted to be brought into the venue.
- ii. Minimum numbers of eighty (80) adults (excluding children and crew) unless arranged prior in writing from TOP CAT.
- iii. The CLIENT is aware that they must use TOP CAT for all food requirements and a beverage package must be taken, unless prior arranged in writing before the booking.
- iv. TOP CAT's fees are based on a per head basis calculated on the number of guests attending a function. The CLIENT must supply TOP CAT with their final guest numbers no later than twenty-one (21) days prior to the function date. In the event that the minimum numbers are reduced within the twenty-one (21) days then the CLIENT acknowledges that payment of TOP CAT'S fees will still be based on the number of guests the CLIENT has supplied as "final numbers". In the event that the number of guests increases from the original number provided by the CLIENT, then subject to the increased numbers, TOP CAT will require a minimum of five (5) days' notice of the increase.
- v. Once the seating allocation form has been submitted, a seating chart is prepared and printed. No changes can be made to the printed seating chart if guest numbers or names, or table arrangements change, after the Seating Allocation Form Due Date. In this event the CLIENT can supply their own printed seating chart.
- vi. TOP CAT will inform the CLIENT during the duration of the function if the number of guests attending varies from the number provided by the CLIENT. The CLIENT hereby agrees to pay for the increase numbers as set out herein.
- vii. The selected package and menu items confirmed by the CLIENT to TOP CAT, including but not limited to food stations and post-ceremony drinks cannot be changed or removed within fourteen (14) days of the function date.

d. Suppliers & Function Set-Up

- i. All decorations including balloons and streamers must be freestanding and not attached to any ceilings or walls of the function room. Any damage made as a result of the CLIENT decorating the room will be charged to the CLIENT accordingly. Any glitter, rice, rose petals or confetti is strictly forbidden.
- ii. All florals being brought in by external suppliers are to be pre-assembled for delivery & placing. If flowers are assembled on-site, prior notice must be given and an additional cleaning fee of \$250 will apply.
- iii. The CLIENT acknowledges that any supplier delivery or venue set up is permitted between 9:00am and 11:00am on the function date, OR no earlier than two (2) hours before the commencement of the function. If the venue is required to remain open for supplier set-up after 11am and/or earlier than 9am, then an hourly fee of \$250 will apply and be payable by credit card on the function date.
- iv. The CLIENT shall ensure that necessary arrangements are made to remove all gifts (including cash envelopes), decoration/s and musical equipment at the completion of the function. TOP CAT shall not be responsible for loss and/or damage to any of these items left on the premises prior to, during or after your event. TOP CAT does not provide a storage area for the purpose of storing any items.
- v. TOP CAT has the full and sole discretion to request any music levels be reduced due to noise restrictions.
- vi. It is the policy of TOP CAT not to permit smoke machines or indoor fireworks unless this is booked directly with TOP CAT. In the event an external supplier booked by the CLIENT engages either service, TOP CAT will prohibit use of the equipment and is not liable to refund or compensate the CLIENT.
- vii. The CLIENT shall provide TOP CAT with contact details for all third-party contractors engaged by the CLIENT eg DJ, florist, decorators; and their Public Liability Insurance "Certificate of Currency". The CLIENT acknowledges that any attendance by them and or the CLIENT to set up shall be restricted to the function date only and within the time frames set out by TOP CAT.
- viii. The CLIENT acknowledges that a crew meal must be provided to all of the third-party contractors whom attend to undertake services for the wedding reception eg DJ, Musicians, Photographers and Videographers. This is at a discounted rate and includes meals and non-alcoholic beverages for the function duration

e. Additional Acknowledgements

- i. The CLIENT acknowledges and permits TOP CAT to use any photos taken by TOP CAT for promotion or advertising unless specifically requested by the CLIENT not to do so.
- ii. Alcoholic beverage service will be denied to any person deemed to be under age, intoxicated, or if behaving in a disorderly manner may be asked to leave the premises immediately.
- iii. The CLIENT is responsible for organising the Application and Hiring Fee direct with Randwick Council for wedding Ceremonies held on the Grass area in front of South Maroubra SLSC and the Beach area. The CLIENT must confirm in writing and have received written confirmation from TOP CAT of the time of the ceremony before applying for the license. Failure to do so may result in your application being void.

3. Payment

Hiring Fee: Payable on booking (this is a non-refundable payment)	6-Week Catering Deposit: \$3000 inclusive of GST (credited to the Final Function Invoice)	Final Function Invoice: Issued 3 weeks prior to function date & payable 2 weeks prior to function date
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- i. In the case of a short lead event, you may be required to pay the room hire and deposit together at the point of the initial booking.
- ii. TOP CAT has a right to refuse to do the function unless 100% payment is received prior to your event.
- iii. A mandatory credit card authorisation form must accompany your final invoice. This form must be completed and returned to TOP CAT, for processing in the event that further payment is required as a result of beverages, extra numbers etc.
- iv. The credit card provided for any payment to TOP CAT must be current and active at the time of processing.
- v. If payment is made by direct deposit to TOP CAT, a copy of the bank receipt must be submitted to TOP CAT by email.

4. Cancellation

These cancellation fees cover our expenses which includes, but are not limited to, overheads, wages, purchases, orders, room maintenance, contractors, administration and utilities.

- i. More than 3 months prior to the event the client will forfeit the venue hiring fee and catering deposit from TOP CAT
- ii. Less than 3 months, more than 1 month, the client will forfeit the venue hiring fee and catering deposit from TOP CAT plus 50% of the invoice based on the last event sheet details
- iii. Less than 1 month 2 weeks before; the client will forfeit the venue hiring fee and catering deposit from TOP CAT plus 75% of the invoice based on last event sheet details
- iv. 7 days prior to the event date; the client will forfeit the venue hiring fee and catering deposit from TOP CAT plus 100% of the invoice based on the confirmed final guest numbers.

5. Postponement

If the function is postponed within 3 months of the event, outside of Government legislation, then the CLIENT is required to pay for the room hire for the proposed new function date, and an invoice for half of the minimum guest numbers as specified on page one of the Booking Agreement. This invoice is required to be paid before the new function date is secured, and will be credited to the final function invoice issued three (3) weeks prior to the new function date. There is no refund on the room hire paid for the initial event date. If a catering deposit has been paid TOP CAT will be transfer it to the new function date.

If the function is postponed within 1 month of the event, outside of Government legislation, then the CLIENT is required to pay for 60 guests before a new date can be secured, and this will be credited to the final function invoice issued three (3) weeks prior to the new function date.

6. Force Majeure

No party shall be liable for any failure to perform its obligations under this agreement where such failure is triggered by something beyond its reasonable control as in Acts of Nature (including but not limited to fire, natural disaster, civil disturbance etc) and this makes it impossible for the venue to hold the event. In the event of force majeure occurring, TOP CAT agrees to move the event date and transfer full funds without penalty.

7. Goods & Services Tax

A Goods and Services Tax (GST) is required to be paid in respect our services. This tax is also applicable on out of pocket expenses for e.g. decorations. All menus are inclusive of GST unless specifically specified.

8. Security

The CLIENT acknowledges that security is required at all functions where over 80 adults are attending. This fee is included in the venue hire fee, and TOP CAT will provide the security guard with a meal and drinks for the function duration.

9. Authority of Company (If Applicable)

The person signing this contract on your behalf acknowledges that he or she is instructed to act for and on behalf of the Company and that he or she has the authority to bind the Company to the terms of this contract and to provide the instructions in respect of the matters which relating to this contract. In the event that a dispute arises in respect of payment of TOP CAT's fees, then the person executing this Contract agrees to be responsible for such payment.