

**Bendigo District RSL Sub Branch Inc.
Function Terms & Conditions**



CONFIRMATION OF BOOKING

A tentative booking is held for seven (7) days and is only confirmed once a deposit has been paid. BDRSL may cancel an unconfirmed event without further notice.

Confirmation of all bookings must be made by either an authorised company representative or primary customer, in writing by completing and signing the following:

- (a) The attached quotation
- (b) Acceptance of these terms & conditions
- (c) Method of payment form (if required)
- (d) Payment of a required deposit of 25% of the total function amount or \$500, whichever is the greater amount or full payment if total cost of function is less than \$500, or an amount as indicated in this quotation
- (e) Payment of bond if required.

Presentation nights require the payment of a \$500 bond seven (7) days prior to the function. The bond will be refunded (provided no property damage has occurred or monies are outstanding) by cheque one week after completion of the function. The BDRSL does not cater for 18th or 21st birthday parties.

PAYMENT

The BDRSL requires payment in full of the invoice seven (7) days prior to the date of the function and reserves the right to cancel the booking if such payment is not made. All additional costs incurred are to be pre-authorised by credit card or cash equivalent and is to be given to the Duty Manager before the function commences. In the event a bar tab is to be extended from the original set prepaid amount, a further pre-authorisation by credit card or cash equivalent is to be provided to the Duty Manager before the continuation of beverage service. Payments can be made by cash, bank cheque/money order or Visa/MasterCard.

OPERATING HOURS

Function operating hours are between 8:30am – 11:30pm Sun – Wed and 8:30am – 12:00am Friday– Sat. Additional fees may apply to functions starting before or after these hours. No functions will operate on a public holiday, should an exception be made then a 20% surcharge will apply.

FINAL NUMBERS

Numbers of guests must be confirmed in writing (email) fourteen (14) days prior to the event or on the date advised by the Functions Manager. This is the minimum number of guests you will be charged for. Additional numbers must be paid for two (2) days prior to the event. No refund will be given for non-attendees. Failure to supply adequate information by the confirmation date may result in an event being cancelled.

PRICE VARIATION

If the charges or prices referred to in the quotation become subject to any tax imposed by Government or any other authority, an amount equal to the said tax paid or payable in respect of the goods or the supply of services referred to in the quotation or otherwise supplied by the Club shall be added to your invoice. All prices are current at the time of the quotation and may be subject to increase. In the event of a price increase, you will be notified in writing 30 days prior to the function. In substitution of acceptance of the increased cost, a different menu can be selected.

CONFIRMED MENUS

Menus and dietary requirements must be confirmed ten (10) days prior to the event date. The BDRSL **cannot** guarantee that products do not contain traces of allergic ingredients.

MENUS & WINE

Menus are subject to change without notice. In the event that a selected item can no longer be provided, the BDRSL will contact the customer to discuss an alternative. We are unable to guarantee vintage of wines but will always offer a similar if not better-quality wine in its place.

SALES OF GOODS/EXTERNAL FOOD & BEVERAGE

No customer may sell any item unless approval has been given in writing by BDRSL Management. All areas of the BDRSL are catered for and therefore organisers or customers are not permitted to bring food and beverage to a function for sale or consumption. Any breach of this condition is subject to charges commensurate to the loss of income incurred by the BDRSL.

CANCELLATION FEES

There will be occasions when a booking has to be cancelled due to changes in a customer's arrangement. The BDRSL still incurs expenses and in order to cover these expenses the following policy applies to all cancellations:

60 - 31 days 50% of deposit retained

30 -15 days 100% of deposit retained

14 days or less 100% of total booking

Any cancellations, changes or additions must be received in writing.

UNAVAILABILITY OF ROOMS

If because of unforeseen and unavoidable circumstances the room or space reserved for the function becomes unavailable, the BDRSL reserves the right to substitute a similar or comparable area. The Club will use its best endeavours to advise the customer within a reasonable period of time prior to the date of the function and the customer will have the right to withdraw or vary the booking as a result of such advice. The Club reserves the right to book another event in the same function room up to one hour before the scheduled event commencement time and one hour after the scheduled event finishing time. The Club reserves the right to book another function in adjoining rooms at any time.

As the Club operates a number of function rooms there may be two or more events running concurrently within the Club premises. Customers acknowledge and accept that they will not have exclusive use of the Club premises beyond the designated rooms/areas booked for their function. Customers accept responsibility not to interfere with or cause a nuisance to other users of the Club.

ADVERTISING

In the event that the customer wishes to use the name "Bendigo District RSL" or any similar reference in its advertising or brochures, excluding reference to the location of a function, written permission must first be obtained and a copy of the proposed form of advertising or brochure submitted PRIOR to publication. Any cancellation by the BDRSL that arises due to a possible breach of this condition is subject to full cancellation charges associated with the proposed total cost of the function.

DAMAGES

All customers will be responsible for the cost of excessive cleaning, damage or breakage sustained to the property of the BDRSL during a function arising from want of care, misuse or abuse on the part of the customers, invitees, servants, agents, contractors or sub-contractors of the customer, whether in the rooms reserved or in any part of the Club. This includes any person permitted by the customer to be on Club premises or otherwise occasioned by any breach or default of the customer and will pay the cost of making good such damage or breakage within seven (7) days of the submission by the Club of an invoice thereafter.

At the discretion of BDRSL Management, customers will be required to cover any damage to walls or floors during set up or following completion of a function. The use of walls within the Club for display purposes will not be permitted unless approval has been given by the BDRSL Management. Excess cleaning will be charged – this will include picking up cigarette butts discarded in the gardens. Smoking is restricted to the designated smoking areas. Under **NO** circumstances is smoking allowed in the building. The use of **rice or confetti of any kind (including metallic cut-outs) is not permitted.**

SECURITY

The BDRSL has the right to insist on security (as per the conditions of the BDRSL liquor licence) at the expense of the customer. The security company will be the preferred registered security company engaged by the BDRSL and must be paid for seven (7) days prior to the event.

Please note that whilst on the premises of the BDRSL you and any of your party may be subject to video surveillance for the security of our patrons and staff. Access to this information is limited to the BDRSL General Manager and President and any law enforcement officer.

The customer will be responsible to ensure the orderly behaviour of their guests and the BDRSL reserves the right to enforce the Liquor Licensing Legislation.

ENTERTAINMENT

Any entertainment intended to be booked by the customer must be approved in writing by the BDRSL General Manager. The BDRSL reserves the right to cancel or prohibit any booked entertainment that does not comply with the Club's noise regulations. All entertainers must comply with bump in/out times agreed to by the customer and the BDRSL. Any costs incurred by the non-compliance of entertainers/contractors will be the responsibility of the customer.

CUSTOMERS GOODS

The BDRSL will not accept responsibility for loss or damage to any, goods, equipment or merchandise left on the premises prior to, during, or after the function. All gifts are the responsibility of the customer and no responsibility will be taken for the damage or loss of gifts should it arise.

DELIVERY AND COLLECTION OF GOODS

The Club will only accept delivery of goods one (1) working day prior to an event unless otherwise agreed and a fee may apply. All goods must be collected at the conclusion of the event.

SIGNAGE

All signage in public or common areas of the BDRSL must have prior approval of the BDRSL Management.

PARKING

The BDRSL has ample, free parking for up to 200 cars. Provision for bus/coach parking is also available. We encourage car-pooling wherever possible and the use of designated drivers for the safety of your guests.

CHILDREN

Parents and guardians are to supervise children at all times. Parents and guardians who leave children unsupervised will be asked to vacate the premises. Children and pets are not to be left in vehicles. Children are not allowed to be on the premises past 11pm, to ensure compliance with this we require all children to vacate the premises by 10:30pm.

RESPONSIBLE SERVICE OF ALCOHOL

Management reserves the right to exclude or remove any person from a function or any other areas of the venue in accordance with the Liquor Control Act of Victoria. Legislation allows the right to refuse service, prohibits underage drinking in any public place or the service of alcohol to intoxicated persons. Bar service will cease a half hour prior to the close of your function.

FOOD AND BEVERAGES BROUGHT ON PREMISES

NO food or beverages will be permitted to be brought into the venue for consumption by the customer, guests or other persons attending the function unless prior approval in writing has been obtained from the BDRSL General Manager. Celebratory cake **IS** permitted. The cake register must be completed and signed by the customer and Duty Manager upon delivery of the cake to the Club.

SAFETY REGULATIONS

All functions are subject to compliance with current Health & Safety Regulations and to the requirements of any other Government, semi-Government or Local Government authority.

Smoke/fog machines are permitted however if the use of such items causes the call out of the CFA (false alarm) then the customer is liable for any fees incurred.

Cooking demonstrations should only take place within the designated food preparation areas and must be conducted under an operating exhaust system.

The administration of the foregoing will be at the absolute discretion of the BDRSL General Manager and all customers, their contractors, invitees, servants, agents and any other person permitted by the customer to be upon the premises must at all times follow the instructions of BDRSL Management.

SMOKING

In accordance with The Tobacco Amendment Act 2016 and the Tobacco Act 1987 smoking of any kind including e-cigarettes and shisha tobacco is not permitted in outdoor dining areas.

As such there will be no smoking permitted in any outdoor function space where food is being served, this includes but is not limited to function food, celebration cake, lolly buffets, bistro meals and bar meals.

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VENUE DRESS CODE

All clothing must be neat, clean and in good repair.

NOT PERMITTED AT ANY TIME

Hats & Caps, moccasins, men's singlets & sleeveless shirts, offensive pictures or slogans on clothing, rubber thongs

NOT PERMITTED AFTER 7 PM

Industrial Work Wear including work boots

NOT PERMITTED AFTER 8 PM

RSL sanctioned sports event attire

* Management reserves the right to refuse entry at any time.

INSURANCE

BDRSL Management may require evidence of adequate insurance held by you to cover both property damage and public liability. If the customer brings sub-contractors onto the premises, they will be responsible for providing certificates of currency for workers' compensation and public liability insurance for all said contractors. By agreeing to these terms & conditions you release the Club and the Committee from all actions, suits, damages, claims, costs, expenses and demands that they may incur in respect to the injury or the death of any person or damage to any real or personal property arising in any way whatsoever out of the use of the Club's premises or any part thereof (unless arising as a result of the negligence of the BDRSL).

ELECTRICAL EQUIPMENT

Customers bringing in electrical equipment for use on BDRSL premises are responsible for ensuring the equipment is maintained in a safe condition, including the completion of inspections and tests as required. The BDRSL reserves the right to review customer equipment maintenance records, including inspection and test records, prior to allowing a customer to bring electrical equipment for use on the BDRSL premises.

I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS DETAILED BY THE MANAGEMENT OF THE BENDIGO DISTRICT RSL SUB-BRANCH INC.

Function Date:

Company/Group:.....

Name:Signature:.....Date:.....

Name:Signature:Date:

BENDIGO DISTRICT RSL SUB-BRANCH INC

Functions Manager:Signature:.....Date:.....

Bendigo District RSL Entertainment Complex

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