



Pork Knuckle Pty Ltd trading as Peter Rabbit

TERMS & CONDITIONS

The following terms and conditions have been set out to ensure all guests have a safe and enjoyable experience at Peter Rabbit & McGregors whilst providing an understanding of our mutual contractual obligations. Please read this information carefully and execute accordingly.

The Agreement:

The Client wishes to hire an event space located within the venue Peter Rabbit at 234 - 244 Hindley St, Adelaide, SA, 5000 or McGregors 196 Hindley St, Adelaide, SA, 5000 (**Premises**) for the period specified in the Proposal and to engage Peter Rabbit to provide those Services and associated Equipment for the Event.

The contract between the Client and Peter Rabbit consists only of these Terms and Conditions and the Proposal to which these Terms and Conditions are annexed.

In this document unless the context otherwise requires:

Additional Guest means any persons in attendance of the event that is not included in the post event final invoice of numbers and may include performers, contractors, agents or service providers;

Peter Rabbit includes any agent or employee of the Company;

Event means the function outlined in the Proposal;

Equipment means any property or items supplied by Peter Rabbit including but not limited to tables, chairs, cutlery and glassware;

Public Holiday means a public holiday in South Australia; and

Services means all services, products and Equipment supplied by Peter Rabbit for the Event including but not limited to, planning and consulting, staff, food and beverages.

1. Hold-Date Deposit

- 1.1. A Hold-Date Deposit applies where the Client wishes to reserve the date of the Event and the Proposal has not been finalised and signed.
- 1.2. A Hold-Date Deposit is 20% of the required minimum spend, unless otherwise negotiated.
- 1.3. A Hold-Date Deposit is non-refundable but may be transferable to a new date available, if required. (See Clause 9 regarding Cancellation and Rescheduling).

2. Booking Confirmation and Deposit

2.1. Subject to Clause 2.1.1. a deposit payment to the value of 20% of the Function Total (or required minimum spend as negotiated) specified in the agreed upon Proposal in addition to receipt of a signed copy of this document (or email confirmation) constitutes confirmation of booking.

2.1.1. If the Event Date is less than one month away at the time of confirmation, a deposit payment to the value of 50% of the Function Total (or required minimum spend as negotiated) specified in the agreed upon Proposal is required. The remaining balance is due 14 days prior to the Event Date.

2.2. Peter Rabbit will hold the date of a tentative booking for a maximum of 7 days after which we reserve the right to cancel a tentative booking where no monies have been received. If an enquiry for the same date is received during this 7 days period, Peter Rabbit will endeavour to contact the tentative booking and provide them an opportunity to confirm.

3. Venue Hire

3.1. Unless otherwise agreed:

(a) payment of the Deposit is required to confirm the booking and is due 7 days after the signing of the proposal document; and

(b) a final payment (function total less Deposit) is due 14 days prior to the Event Date.

(c) Any outstanding balances to be paid at the time of event closure.

3.2. If the Client fails to make payment that is due, Peter Rabbit will charge interest on the overdue amount at a rate of 4% per annum. Such interest will accrue on a daily basis from the due date until payment of the overdue amount in full.

3.3. Unless otherwise stated, all amounts payable are exclusive of GST.

4. Operating Times

4.1. All events are for a maximum period as specified in the signed proposal agreement, meeting a minimum overall event spend.

4.2. All events are required to finish by 12.00am and all guests must exit the Premises by 12:15am.

4.3. Last drinks will be called at 11.30pm and the bar will close at 11.45pm.

4.4. Entertainment must cease at 11.45pm.

5. Guest Attendance and Payment Conditions

5.1. The Client must finalise and communicate **menu selections** no later than 21 days prior to the Event Date (Confirmation Date).

5.1.1. If the Client does not communicate menu selections by the Confirmation Date, Peter Rabbit reserves the rights to finalise selections on behalf of the Client.

5.2. **Final guest numbers** and Additional Guests must be confirmed no later than 21 days prior to the Event Date. This is the minimum number of guests that the Client will be charged.

- 5.3. **Dietary requirements** must be received no later than **21 days prior** to the Event Date. The client acknowledges that Peter Rabbit may not be able to cater to any dietaries not disclosed 21 days prior to the Event Date.
- 5.4. Based upon the final number of minimum guests as described in 5.2, a final invoice will be issued to the Client for the total costs of venue hire, catering, beverage packages and any additional costs as per the Proposal, less any deposits paid.
 - 5.4.1. This invoice must be paid in full no later than **14 days prior** to the event and in accordance with clause 3.
- 5.5. Any additional costs incurred during the event are to be paid in full immediately upon conclusion of the event. Peter Rabbit reserves the right to hold the Client's credit card details and process any additional costs on the evening for this payment.
- 5.6. If guest numbers increase, Peter Rabbit requires a minimum 5 days notice prior to the Event.
 - 5.6.1. An additional invoice will be issued and additional payments must be received at least 1 day prior to the event.

6. Minimum Spend

- 6.1. Where indicated, a minimum spend will apply. If the minimum spend is not achieved by the conclusion of the function, the Client must pay the additional cost to reach the minimum spend.
- 6.2. If a client selects a 'bar tab' package option that is being paid on the day of your event - we will hold a valid bank/credit card behind the bar until the conclusion of your function to process any monies owed.

7. Pricing and Menu Changes

- 7.1. A surcharge of 15% will apply to all event dates that fall on a Public Holiday.
- 7.2. All guests, including guests under 18 years of age, must be on an appropriate food and beverage package.
- 7.3. Beverages consumed by ***Additional Guests*** will be charged to the Client.
- 7.4. The Current Selections menu may change according to seasonal availability.
- 7.5. The beverage packages may change according to product availability.
- 7.6. No food or beverages may be brought onto the Premises unless prior written consent has been issued by management.

8. Weddings

8.1. The Client acknowledges that all Weddings (including, but not limited to, reception only events, elopements and surprise weddings), will incur a ceremony hire fee and an additional minimum spend as specified in the “Weddings By Peter Rabbit” Information Pack.

9. Cancellation & Rescheduling Policy

9.1. If the Client cancels their confirmed Event:

- 9.1.1. more than 6 months from the Event Date, Peter Rabbit will refund any deposits made less a \$500 hold-date payment;
- 9.1.2. within 2 to 6 months of the Event Date, the 20% Deposit will be forfeited and retained by Peter Rabbit, any additional monies paid will be refunded to the Client; or
- 9.1.3. within 2 months of the Event Date, all monies paid by the Client shall be forfeited and Peter Rabbit reserves the right to charge the Client for the remaining monies owed. For the avoidance of doubt, the Client will be liable to pay the total amount in the agreed upon Proposal.

9.2. If the Client wishes to reschedule their confirmed Event a rescheduling request must be made in writing and the new Event date is subject to availability. Minimum spends may be increased, depending on the new Event date requested.

- 9.2.1. No rescheduling requests will be accepted within 2 months of the confirmed Event date.
- 9.2.2. If the confirmed Event date is within 2 to 4 months of the rescheduling request, any payments paid to Peter Rabbit, less a \$500 hold-date payment, will be transferred to the new Event date. The Client must meet the required minimum spend for the rescheduled Event date and may be required to pay any additional charges if applicable.
- 9.2.3. If the confirmed Event date is more than 4 months from the rescheduling request, any payments made to Peter Rabbit will be transferred to the new Event date. The Client must meet the required minimum spend for the rescheduled Event date and may be required to pay any additional charges if applicable.

10. Security

For the safety and enjoyment of all guests, a security guard for your function may be deemed necessary. The cost of the security guard will be added to the function invoice and passed on to the client.

- 10.1. Unless otherwise agreed, any events that exceed 70 persons or conclude later than 10pm will incur a mandatory additional charge to the Client for security hire. The Client acknowledges that security is required to ensure the safety of all guests.
- 10.2. For events that do not exceed 70 persons or conclude later than 10pm, Peter Rabbit reserves the right to charge the Client for security hire if it is deemed reasonably necessary to ensure the safety of guests. This requirement will be discussed with the Client at least 21 days prior to the Event Date.

11. Additional Cleaning Fee

Peter Rabbit reserves the right to charge the Client an additional cleaning fee if the Premises requires cleaning beyond normal cleaning standards as a result of the Client or any guests, attendees or personnel associated with the Client before, during or after an Event.

12. Damage and Liability

- 12.1. The safety of all guests including minors is the responsibility of the Client. The Client must particularly ensure that minors are supervised at all times.
- 12.2. Nothing is to be nailed, screwed or adhered in any way internally or externally to the Premises or venue unless Peter Rabbit grants permission. If such permission is given with any conditions, then the Client or their delegated agent must comply with those conditions.
- 12.3. Peter Rabbit shall not be liable for, and the Client fully releases Peter Rabbit from and indemnifies Peter Rabbit in respect of liability for, any injury, damage or loss of any nature suffered by the Client or the Client's guests, agents or other persons or goods associated with the Event prior to, during or after the event, except to the extent that such injury, damage or loss is caused by the negligence of Peter Rabbit.
- 12.4. If damages occur to the Premises, Venue or Venue's equipment or property by any guests, attendees or personnel associated with the Client before, during or after an Event, the Client is financially liable to make good such loss or damage.

13. Confetti Policy

- 13.1. Any use of Confetti (including confetti balloons, natural confetti) must be approved by Peter Rabbit *prior* to the Event Date.
- 13.2. Peter Rabbit reserves the right to deny the use of any Confetti during the Event.
- 13.3. Any use of Confetti may incur an additional cleaning fee.

14. Service of Alcohol

- 14.1. BYO is strictly forbidden at the Premise unless prior written consent has been granted by Peter Rabbit.
- 14.2. Peter Rabbit is committed to responsible service of alcohol and will not serve alcohol to patrons under the age of 18 years.
- 14.3. Peter Rabbit reserves the right pursuant to section 124 of the *Liquor Licensing Act 1997* to refuse service of alcohol to intoxicated or disorderly patrons.
- 14.4. Intoxicated or disorderly patrons may be asked to leave the Premises.

15. General Regulations

- 15.1. The Client agrees to:
 - 15.1.1. cooperate with Peter Rabbit on all matters relating to the provision of its services;
 - 15.1.2. follow any lawful direction of Peter Rabbit;
 - 15.1.3. take reasonable steps to ensure all guests comply with any lawful direction of Peter Rabbit; and
 - 15.1.4. provide Peter Rabbit with all information and materials necessary to provide its services.
- 15.2. At no time will the Client commit any act or permit its employees, agents or guests to commit any act that is unlawful, illegal or offensive or is in breach of Peter Rabbit's policies or rules or is in breach of any statutes, by-laws, orders, regulations or other provisions having the force of the law including but not limited to the venue's Liquor Licence.
- 15.3. To ensure the safety of all guests, Peter Rabbit asks that the Client and their agents ensure that their Event displays, equipment, goods or materials do not obstruct fire extinguishers, emergency exits or cause any potential hazard for the Venue, staff or their guests.
- 15.4. The Client must appoint a dedicated representative to act in the capacity of an '**Event Warden**' for their Event. The Warden's responsibility is to act as a single point of contact for operational requirements that may arise during the Event as reasonably instructed by Peter Rabbit's Management to ensure those requirements are communicated and/or enforced to all guests.
- 15.5. Smoking is restricted to designated outdoor areas and smokers must use the ashtrays provided. It is the Event Warden's responsibility to communicate this to all guests.

16. Third Party Suppliers

- 16.1. Third party catering services are not permitted.
- 16.2. All third party suppliers must be disclosed to Peter Rabbit at least 21 days prior to the Event.
- 16.3. All third party suppliers and their access rights, set-up times, equipment placement and bump out times are subject to approval and reasonable directions of Peter Rabbit's Management.
- 16.4. All additional equipment or services not specified as being supplied by Peter Rabbit per the Proposal is at the sole cost of the Client and requires prior written approval from Peter Rabbit.

17. Entertainment

- 17.1. All proposed entertainment must be disclosed to Peter Rabbit's Management no later than 21 days prior to the Event and is subject to the prior approval of Peter Rabbit.
- 17.2. Peter Rabbit reserves the right to cancel an act or performance if it is deemed to be offensive, unlawful or unsuitable.
- 17.3. Peter Rabbit is subject to Liquor Licensing and Environmental Protection Regulations and accordingly all sound levels are subject to the absolute discretion of Peter Rabbit Management. It is the Client's responsibility to ensure that entertainers are made explicitly aware of this and abide immediately to any directive given to them by Peter Rabbit's Management.

17.4. Peter Rabbit reserves the right to control sound levels at all times.

17.5. Peter Rabbit reserves the right to cease entertainment if Management directives are not immediately adhered to.

18. Deliveries, Property Access and Storage

18.1. All deliveries, access times and storage requests must be communicated to and agreed by Peter Rabbit's Management prior to the Event Date.

18.2. Access to the property prior to the Event is at the discretion of Peter Rabbit's Management and must have prior written approval.

18.3. As Peter Rabbit and McGregors are multi-purpose Restaurant and Function Venues, all goods and equipment must be removed from the Premises upon completion of the Event. Alternative collection arrangements must have prior written approval from Peter Rabbit and must not interfere with Peter Rabbit's ability to trade.

18.4. Peter Rabbit does not accept any responsibility for any items left on the Premises.

19. Basis of Agreement and Termination

19.1. Peter Rabbit may terminate this Agreement with immediate effect by giving notice to the Client and/or cause the use of the Premises by the Client to immediately cease if:

19.1.1. the Client breaches clause 1, 2, 3 or 8 of this Agreement which are essential terms of this Agreement; or

19.1.2. the Client substantially alters the use for which the Venue is hired without the prior written consent of Peter Rabbit; or

19.1.3. Peter Rabbit becomes aware of conditions under which the Client's use of the Venue could jeopardise public safety or order or involve an unacceptable risk of personal injury or damage to the Property, the Building or the neighbouring surrounds (in which event the Client must comply with all directives given by Peter Rabbit and/or any other Authority); or

19.1.4. the Client or anyone associated with the Client makes, in the opinion of Peter Rabbit disparaging or defamatory remarks whether written or oral against Peter Rabbit, its personnel or the Venue.

19.2. Performance of this Agreement is subject to Force Majeure. Peter Rabbit is not liable for any loss or damage incurred by the Client to the extent that it is caused or contributed by circumstances whatsoever outside the reasonable control of Peter Rabbit.

19.3. In no circumstance will Peter Rabbit be liable for the loss or profit of consequential damages suffered by the Client.

19.4. In no circumstances will Peter Rabbit's liability for any claim arising from or incidental to this Agreement or the Event exceed in aggregate the cost of the Event.

20. Law

20.1. This Agreement is governed by the laws of the State of South Australia.

20.2. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, the remaining provisions shall not be affected in any way whatsoever.

20.3. The persons signing this Agreement warrant they are authorized to legally bind the respective parties on whose behalf they have signed this Agreement.