

## CONDITIONS OF CATERING CONTRACT

Subject to the terms and conditions appearing herein The Arts Centre Gold Coast hereby undertakes to cater for the forthcoming function as outlined overleaf under the conditions listed below:

1. A prepayment (as noted in the contract) is required for all clients who hold existing accounts with the Arts Centre Gold Coast. A prepayment of 50% is required from clients without an existing account in order to confirm their booking.
2. If the client cancels the function 50% of the prepayment will be retained. Cancellation one-week prior, full prepayment will be retained. If the function is cancelled 48 hours prior to the event, 50% of the total food and beverage cost will be charged, based on the confirmed or estimated numbers.
3. Full payment must be made by the client prior to the event, with the exception of clients that hold an existing account with the Arts Centre Gold Coast.
4. A \$500.00 deposit is required for all wedding functions booked at the Arts Centre Gold Coast. The deposit is non refundable should the client cancel 2 months prior to the function. If cancellation occurs 48 hours prior to the scheduled date of the function, the client is required to pay for the food component of the function (based on guest numbers noted on the contract) and any packaged liquor.
5. Prices are subject to change without notice except where a contract has already been signed, and a prepayment made.
6. The nominated attendance figure must be confirmed not later than 48 hours prior to the function and the basic food and beverage charges will be calculated on the greater of the confirmed and actual attendance figures. The Arts Centre Gold Coast reserves the right to cater only for the confirmed number.
7. The client will not bring into or remove from "The Arts Centre Gold Coast" any food, liquor or refreshments, except as approved in writing by the Functions & Events department. In which case a charge will apply i.e. corkage, staffing etc
8. Beverages will be taken and supplied according to the Functions & Events department's records.
9. Should the function continue after midnight, a staff charge will apply at the rate of \$2.00 per guest, per hour, or part thereof, based on the number of confirmed guests.
10. Staffing costs may apply if minimum numbers are not achieved. To be determined by Functions & Events Manager.
11. All functions are to be held in accordance with the Liquor Act 1992. The Arts Centre Gold Coast enforces Responsible Service of Alcohol.
12. A surcharge of 15% will apply to functions booked on gazette public holidays.
13. All details relating to menu selections must be confirmed one week prior to the function.
14. The Client agrees to begin their function at the scheduled time and agrees to have the function rooms or facilities vacated at the agreed closing time (refer to point 9).
15. A commission of 13.75% is applicable for programs sold plus the cost of a program seller. A commission of 13.75% is applicable for merchandise sold plus the cost of a merchandise seller.
16. "The Arts Centre Gold Coast" will not accept responsibility for the damage, or loss of any property left on the premises prior to, during, or after the function. Clients should arrange their own insurance.
17. Any losses of, or damage to the Functions and Events Department's equipment or premises, caused by a client or his guests will incur a charge for restitution or repair.
18. Room hire charges are applicable, however, these rates are negotiable (based on a minimum food and beverage spend per person).
19. "The Arts Centre Gold Coast" reserves the right to change your venue should circumstances beyond the control of the Arts Centre Gold Coast arise. In this instance The Arts Centre Gold Coast will provide another venue, which is of equal quality and size. This venue may not be on The Arts Centre Gold Coast premises.
20. All prices outlined in this kit are inclusive of G.S.T. All clients are hereby notified that The Arts Centre Gold Coast shall include additional G.S.T. taxes as applicable to Australian Government Regulations.
21. The hirer & agents or contractors engaged by the Hirer must comply with The Arts Centre Gold Coast policies, any relevant laws including common law, statutory provisions and any relevant local laws. Any equipment brought onto The Arts Centre Gold Coast premises must be of a standard acceptable to The Arts Centre Gold Coast and shall be made available for inspection as deemed necessary. All electrical equipment shall carry a current electrical test tag as per Queensland legislation. The Arts Centre Gold Coast operates under strict Workplace Health and Safety policies and we will not compromise on safety.
22. It is the hirers responsibility to develop and successfully implement a Young Persons Risk Management Strategy to comply with applicable QLD legislation, laws and bylaws. The hirer must also comply with The Arts Centre Gold Coast policies and procedures associated with protection of young persons. Provide a copy of your strategy to The Arts Centre Gold Coast no later than 2 days prior to your event commencing. We can assist you with by providing a template for you to complete, which contains key points to observe.

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