

TERMS & CONDITIONS

The Sublime Point is owned and operated by Alex Marlos

Premises mean the permanent premises at The Sublime Point Lookout at Bulli Tops, New South Wales.

Client means the person, corporations or organisation in whose name the reservation has been made, including any person who acts on behalf of any corporation or organisation in making the reservation.

1. EXCLUSIVE USE OF SUBLIME POINT RESTAURANT

Any wedding booked at Sublime Point Restaurant will have use of the venue. The café/restaurant will be closed for the purpose of the wedding. This excludes ceremonies, i.e. there may be another ceremony in the place or if you have only booked a ceremony the restaurant may still be opened for public use. Sublime Point Café is a café throughout the day, but transformed to a unique, tranquil wedding venue exclusive to your reception when your wedding is taking place.

2. WEDDING DEPOSIT

The following deposit schedule is required to confirm the event:

\$750 deposit to save the date of your wedding

\$1000 deposit required within 30 days after your first deposit

50% deposit required 90 days prior to your wedding

A fourth and final payment may be required once all arrangements have been finalized to ensure full pre-payment is received by the Sublime Point Lookout no later than 14 days prior to your wedding.

3. CONFIRMATION AND DEPOSIT

Should written confirmation and a deposit is not received by the due date, The Sublime Point Lookout reserves the right to cancel all reservations held on the client's behalf.

4. INFORMATION REQUIRE FOR SUBLIME POINT EVENT MANAGER

Bride (full name): _____

Groom (full name): _____

Address: _____

Home Phone Number: _____

Mobile Number: _____ Email: _____

Wedding Day/Date: _____ Ceremony time/location: _____

Reception time/location: _____ Expected Number of Guests: _____

5. RECEPTION PACKAGE- Please tick which package is applicable

Classic Cocktail Package - \$80 per adult - \$70 per adult

Wedding Package 1 - \$85 per adult - \$75 per adult

Wedding package 2 - \$109 per adult - \$98 per adult

Wedding package 3 - \$118 per adult - \$108 per adult

Champagne Breakfast Wedding Package - \$72 per adult - \$62 per adult

6. CEREMONY- Please tick which package is applicable

Ceremony will be held elsewhere

Ceremony at Sublime Point - Package 1 \$480 - Package 2 \$620 - Package 3 \$780

7. PAYMENT

Full payment of the balance is required prior to the event in cash, credit card, or bank transfer in Australian dollars. Please note person cheques are not allowed.

For Direct Deposit, please note our bank details as follows:

Bank: Commonwealth Bank of Australia

Account Name: Chachi Fonzi Pty Ltd

BSB Number: 062 624

Account Number: 1048 4335

8. CANCELLATION OF FUNCTION SPACE

Cancellation and/or event changed must be advised in writing. Cancellation after a written confirmation and deposit have been received will be subject to the following cancellation fee and charges.

a. Cancellation of the event (applicable for all spaces):

Notice of 360 days or more	First and second payment
Within 200 days	40% cancellation fee of total number of guests booked
Within 100 working days	75% cancellation fee of estimate total revenue

b. Reduction in Numbers:

If catering numbers decrease by 5% or more from your original numbers booked, a penalty fee equal to 75% of the per person price will apply. Additionally, original function space allocation will be subject to review. All standard packages are based on a minimum of 40 guests on discretion.

9. POSTPONEMENT OF EVENT

All requests for transfer of function date must be made in writing and sent to the wedding coordinator

- a) Notice of more than nine (9) months to the event – no additional fee applies and your event can be transferred to a new date if available.
- b) Notice within nine (9) months prior to the event - \$750.00 fee applies additional to the estimated contracted total and your event can be transferred to the new date if available.
- c) Notice within six (6) months prior to the event - \$1000.00 fees applies additional to the estimated contracted total and your event can be transferred to the new date if available.
- d) The additional fee applicable to the transfer of wedding date is payable within fourteen days at the time of request.
- e) Transfer of date can only occur once. Any additional transfers are treated as cancellations and cancellation clauses as outlined in this contract apply.

10. FOOD AND BEVERAGE

Final selection of food and beverage menus and the event schedule must be received in writing to Sublime Point Lookout within fourteen days prior to an event. Clients are not permitted to supply their own food. An exception is a celebration cake. No externally supplied beverages are to be brought in by the client or consumed in the designated function space. Unless authorized and agreed by owner.

11. GUARANTEED MINIMUM NUMBERS

A final guaranteed number of guests attending the event are required fourteen days prior to the event. Charges will be based on guaranteed minimum number or final head count, whichever is greater.

12. RESPONSIBLE SERVICE OF ALCOHOL

The Sublime Point Lookout adheres to the laws regarding responsible service of alcohol. Alcoholic beverages served will be denied to guests deemed to be under age or intoxicated. The organiser of the event will be advised of this decision.

Under the Liquor Act (Section 114) it is an offence to sell, supply or obtain alcohol on behalf of a person under the age of 18 years. The minimum penalty is \$2,200 and guests may also be charged if they breach the act.

13. FOOD ALLERGIES

If any of your guests have allergies to any type of food please let the Sublime Point Lookout know as you become aware of it. We cannot guarantee there will not be any traces of the allergens in the food prepared by the Sublime Point Lookout. The chef and kitchen staff will do their utmost to ensure the allergen is not in the meals prepared. The kitchen uses a wide variety of ingredients and it is therefore difficult to eliminate all traces of a particular type of food. We require this information in writing and signed by managers stating that we have received this.

14. CHILDRENS MEALS

Children meals are available to children 12 years and under.

Children under 3 years are complimentary

Children 4-12 years are 50% of the quoted package prices and are served a children's meal along with ice cream for dessert.

Children 13-17 years and above are classed as adults and will receive an adult meal and no alcohol and charged \$20 less than the full package prices.

15. PHOTOGRAPHER, VIDEOGRAPHER & ENTERTAINERS MEALS

Photographers, Videographers & Entertainers are welcome to enjoy the same menu as your guests, for the agreed price, or can each be served a main course with unlimited soft drinks for \$40.00 each. Please advise whether they will dine in the reception at the same time as and be seated with your guests or if they are to be served separately.

16. FUNCTION SPACE

Function Room Assignment

The Sublime Point Lookout reserved the right to substitute similar function space at its sole discretion, after consultation with the client.

Sublime Point reserved the right to book more than one function per day.

At the conclusion of your function all decorations and belongs need to be taken with you. Any items that are left, Sublime Point do not take responsibility for.

Please note that the function room in which your event is taking place is also used for conferencing and other events and it is quite likely there will be a function taking place in this room prior to your event. We keep by the times agreed by early access may not be given.

17. SURCHARGES

Public holidays attract a 12% surcharge on the per person package price unless otherwise negotiated with your coordinator.

Note: All surcharges are based on minimum numbers attending the event.

18. EXTERNAL CONTRACTORS/SUPPLIERS

Details of outside contractors, their requirements and schedules, including deliveries, access set-up and breakdown, clean-up etc. must be submitted in writing to the Sublime Point Lookout for approval at least seven days prior to an event. It is the responsibility of the client to ensure that outside companies fulfil the Sublime Point guidelines.

19. DELIVERY AND COLLECTION OF GOODS

The Sublime Point Lookout will accept delivery of goods (Exception of celebration cakes) two working days prior to the event, and all goods must be collected within two working days of the conclusion of an event. Unless otherwise negotiated in writing with your coordinator.

Anything that is delivered here for your event must be clearly labelled with name of organizer to whom which staff members who receive it will be there to sign it off between 3pm-5pm a day or two prior. The Sublime Point Lookout has no responsibility for any items delivered or left for collection outside the above times.

20. BOND

The Sublime Point Lookout serves the right to request a bond as a condition of the function fourteen (14) days prior to the event

21. CLEANING

The Sublime Point Lookout will clean all function rooms daily, and the service is included in the room hire of the function room. However, should the event have substantial/excessive cleaning requirements (e.g. removal of glitter products, shredded paper, sand, flower petals) an additional cleaning charge of \$50 will be incurred.

22. EXHIBITS AND FIRE SAFETY

To ensure health, safety and fire regulations are not breached: The Sublime Point Lookout reserves the right to alter any set-up as required. Floor plans must be submitted for approval at least seven days prior to the commencement of an event.

23. INSURANCE

The Sublime Point Lookout will take care but accept no responsibility for damages to or loss of property left in Sublime Point Lookout premises prior to, during or after an event. The Sublime Point Lookout recommends that the client arrange their own insurance and security.

24. DAMAGE

The client will be responsible for the loss or destruction of, or any damages to, for any person loss, damage or injury however caused by the client for their employees, agents, contractors or guests. The client will indemnify the Sublime Point Lookout against any claim for any loss, damage or injury arising from the event or the action or omissions (whether negligent or otherwise) of the client or their employees, agents, contractors or guests whether before, during or after the event. No items are to be nailed, screwed, stapled or adhered to walls, doors or other surfaces in the Sublime Point Lookout's premises.

25. FORCE MAJEUR

Should any Act of God such as earthquake, fire or flood prevent either the client or the Sublime Point Lookout from fulfilling their obligations under this contract, neither party should be held liable for non-conformance of the contract. In the event of cancellation by either party for the reason of Force Majeure, all deposits will be refunded.

26. CURRENCY

All rates are quoted in Australian Dollars.

27. EVENT AMENDMENTS

The Sublime Point Lookout must receive all amendments/cancellations in writing. The Sublime Point Lookout will not be held responsible for delivery of services not received in writing.

28. PRICE VARIATION

Every endeavor is made to maintain the prices as originally quoted however these are subject to change with notice within five days prior. For example if you have ordered snapper fillet and there has been a massive shortage of that particular product you may be able to choose another fish for the same price if available or there will be an increase of that particular items that has been charged to us. Keep in mind that this is a very rare occurrence.

ACCEPTANCE OF THIS AGREEMENT

29. CONFIDENTIALITY

All information contained in this Agreement is private and confidential and may not be disclosed to third parties for whatsoever reason or purpose.

30. CONFIRMATION AND DEPOSIT

To confirm this event booking, a signed copy of the contract and returned by

By signing this amended contract the original contract and all previous agreements, understanding and negotiations cease to have any affect.

This contract is void if there are any alterations, which are not agreed upon and countersigned by both parties.

I/we the client/s confirm the above details to be correct and agree to comply with the attached terms and conditions.

Signed for and on half of: _____

Name: _____

Signature: _____

Date: _____

PAYMENT AUTHORISATION

I herby authorize the Sublime Point Lookout to debit my credit card for the purpose of payment for services as listed below. I acknowledge that the amount listed falls within the available credit card limit.

I am aware that any payment via credit card will be subject to 1.5-2.5% surcharge.

PLEASE SELECT ONE OF THE FOLLOWING.

- Please use the following credit card to charge a deposit/s ONLY
- Please use the following credit card to charge the deposit & to settle final balance after the event
- Please use the following credit card to settle final balance (deposit/s paid by another means)

EVENT NAME:	
Event Date:	
Expiry Date of Card:	
Card Number:	
Security Code:	
Credit Card/Payment:	
Name of Cardholder:	
Invoice Amount:	
Credit Card Surcharge:	
Total:	
Signature of Cardholder:	
Date:	