

## **TERMS AND CONDITIONS**

### **TENTATIVE BOOKINGS AND SECURED BOOKINGS**

A tentative booking will only be held for a maximum of seven days, if another party is to express their interest you will be contacted with the opportunity to secure your booking within 24 hours of our contact with you. To secure your booking, a non-refundable deposit of \$1,000 plus a \$500 bond is required to be paid.

### **BOOKING PAYMENT AND FINAL CONFIRMATIONS**

Payments are to be made via EFTPOS/credit card or cash. An instalment of \$2,000 is required to be paid 7-days prior to the function and final numbers advised. No menu changes can be made within 7-days of the function. Payment can be given by contacting the Accounts Manager via email [accounts@myfrankies.com.au](mailto:accounts@myfrankies.com.au). The balance must be paid at the end of the function.

Upon opening a drinks TAB card we require a licence and Credit Card, which will be held in our tills and returned to the host at the end of the function.

### **PAYMENT SUMMARY SCHEDULE**

<b>AMOUNT</b>	<b>DUE</b>
Deposit - \$1,000	Paid on booking
Bond - \$500	Paid on booking
Instalment - \$2,000	7-days prior to commencement of function with confirmed numbers and menu
Full Balance (Including Bar TAB if applicable)	Payment must be made at the end of the function taking place

**\*Minimum total spend for a function is \$3,000.**

### **FUNCTION CANCELLATION**

Should you wish to cancel your function after confirmation the following conditions apply;

\*All payments received will be refunded in full if the function is cancelled 30 days prior to the confirmed function date.

\*\$500 will be retained if cancellation is between 30-8 days of confirmed function date.

\*100% of payment retained if cancellation of function is seven days or less.

The above cancellation policy may include rescheduling your function date. This will be at managements discretion.

### **QUOTES**

Quotes are based on estimated numbers given at the time of the enquiry, should numbers or arrangements change from the original specifications quotes will be revised accordingly.

### **CONSUMPTION**

The client and/or guests of the function are not permitted to supply their own food and/or beverage. The only exception to this is, if the client has requested a specialised birthday cake and it is agreed to by the restaurant manager.

Under the Food Act Regulations, Frankie's reserves the right to discard any cocktail style food purchased that has not been consumed. Cocktail style food cannot be taken away by the client or attending guests.

### **LOSS, DAMAGE & RESPONSIBLE CONDUCT**

Any items that have not been collected within seven days after the completion of a function will be disposed of by Frankie's. It is the responsibility of the client to ensure that all items are collected, Frankie's will not accept any responsibility for any damage, loss or theft of property (this includes but not limited to gifts) on the premises prior, during or after the function.

Frankie's will not be held responsible for any losses sustained if a function is disrupted or cannot proceed due to any reason beyond our control, which includes power failure or interruption, flooding or water main breakages, fire, robbery and are not limited to these reasons.

Clients are financially responsible for any loss sustained to the venue including damage to the premises, its fittings, equipment and the grounds. The client is also responsible for damage caused by their guests, outside contractors or agents, prior, during or after the event.

The bond payment will be refunded within 7-days of the event finishing should under the opinion of Frankie's management, no DAMAGE having occurred.

Frankie's reserves the right to remove any guests from the premises if they behave in an unreasonable manner.

### **SIGNAGE & ROOM ACCESS**

There will be no decorative items or signs nailed, glued, screwed or fixed to the walls, doors or surfaces of Frankie's. There will be no glitter or sequins used at the venue.

The host/organiser will be given access to the function room for set up at Frankie's discretion.

### **LAWS AND REGULATIONS**

At no time, should the client commit any act or permit its employees, guest or agents to commit any act deemed illegal or breach any statutes, laws, order, regulations or other provisions having the force of law. Including but not limited to the Frankie's Liquor Licence.

### **RESPONSIBLE SERVICE OF ALCOHOL AND LICENSING**

Frankie's staff are trained in the liquor licensing accredited "responsible service of alcohol". By law Frankie's staff have the right to refuse to serve alcohol to any person that appears to be intoxicated. Last drinks will be called 30 minutes before the conclusion of the function. Function finishing time can be no later than 11pm in accordance with our Liquor Licence. All guests require ID, this can be in the form of a driver's licence, passport or key card. Guests unable to provide ID of proof of age (18 years plus) will be unable to consume alcohol at the function.

### **SECURITY**

It will be at management's discretion if security is required for the function. Frankie's does not profit from the cost of security, it is a cost passed on to the contracted company. Security is there to ensure the safety of all guests and staff involved in the function.

### **ADDITIONAL COSTS**

Security - \$50 per hour, per guard, 4-hour minimum per guard.

Public Holiday – Functions held on public holidays incur a \$500 surcharge.

#### **CLIENT RESPONSIBILITY**

Furthermore, the client is required to inform all guests of relevant terms and conditions outlined.

#### **PROFITERING**

Frankie's operates under a restaurant license in accordance with liquor licensing laws and strictly prohibits the sale of tickets for a function for profit gaining or any other circumstances. Frankie's reserves the right to close down any function and have all patrons removed from the premises if any type of ticket sale activity is witnessed. At no time will the restaurant incur any loss for breach of contract in this clause and therefore all monies will be retained.

#### **PHOTOGRAPHY**

We like to take photos at functions throughout the year. Some of these images may be used in future promotions or possibly on our website, Facebook page or Instagram account. If you object to sharing images of you or your group being used in this way, please let us know.