

Terms & Conditions

Please read the below Disclaimer and Terms & Conditions.

BOOKING CONFIRMATION

- 1. Booking must be confirmed in writing and accompanied by either a \$500 or 25% deposit whichever amount is larger.
- 2. Where written confirmation and the deposit is not received by the due date, the Windsor Function Centre reserves the right to cancel the booking.
- 3. At the time of confirmation an estimated number of guests is required. In this context, it should be noted that, when the number of guests drops below 10% or more from the original numbers booked, additional charges may be applicable.

PAYMENT

- 1. Final Payment is due 2 weeks before the event.
- 2. If payment in full is not received, then Windsor Function Centre reserves the right to cancel your event.
- 3. Any adjustments, due to change in the numbers of guests or any additional services, must be paid 1 week before the event.
- 4. Payments can be made by Cash, Bank Cheque, Personal Cheque, EFTPOS, Funds Transfer and Credit Card. All Credit Card transactions are subject to a 2.0% surcharge for Visa & Mastercard and 2.4% for Amex.

CANCELLATIONS / CHANGE OF DATE

Deposits are not refundable, in the event of the client wishing to cancel or change date of the function. 'Cancellation policy' for all events is as below.

DATE OF CANCELLATION CANCELLATION CHARGES PAYABLE BY CLIENT

10 months and above 10 months prior to the event \$500 or 25% of the Total Booking Value, whichever is higher

Between 2-9 months prior to the event 50% of the Total Booking Value

Within 1 month (30 Days) prior to the event 100% of the total booking value

7 Dight St, Windsor NSW 2756 Ph: 02 4577 9399

• UNFORESEEN CIRCUMSTANCES

- 1 If, through circumstances beyond the control of Windsor Function Centre, the space which has been hired becomes unavailable, before or during the event, the Windsor Function Centre reserves the right to allocate the event to same or another comparable space within the Windsor Function Centre premises same day (if possible) or on next available date.
- 2 If the Windsor Function Centre cannot be made available to a hirer on the date or dates for which it has been hired, due to unforeseen circumstances like fire, flood damage, earthquake, restrictions due to pandemic diseases e.g. covid19, industrial dispute or any other reason beyond the control of the Windsor Function Centre, the Windsor Function Centre shall not be liable for any loss, damage or injury whatsoever suffered by a hirer as a result of the unavailability of the centre for those reasons. The hirer agrees to indemnify the Windsor Function Centre from and against any action, liability, claim or demand whatsoever which arises or may arise because of a function at the Windsor Function Centre which has been organised by the hirer. The deposits made to Windsor Function Centre will not be refunded.
- 3 Windsor Function Centre will however work towards the best possible solution and allocate the next available date for the Event after the venue is reopened

SECURITY BOND

All Events are required to pay a security bond of \$2000. This will be refundable after 7 working days of the event, and any damages which may have occurred, will be deducted from this amount.

GUEST SEATING / NUMBER OF GUESTS

Setup will be based upon your final number of guests. We highly recommend allocated seating for your guests. This looks more professional and enables smooth operations on the day. Guests are not confused where to sit and they don't have to move their tables at later stage. Please provide us a guests list for better & smooth operations.

FOOD AND BEVERAGE

- 1. Food and Beverage must be purchased through Windsor Function Centre. No Food or Beverage purchased elsewhere is to be brought into the Windsor Function Centre unless discussed and agreed by the centre management.
- 2. Windsor Function Centre has inhouse catering team experienced in multinational cuisines and can cater for your food requirements.
- 3. Your menu choice must be finalized at least 21 days before your event. It is important to us that all guests are well catered for and that we are prepared for those with special dietary requirements, both health and cultural. We will gladly prepare individually tailored alternatives with 14 full days' notice, at no extra charge.
- 4. Confirmation of the final number of guests will be required two weeks prior to your event.
- 5. Catering will be provided for this number, and this will be the minimum numbers charged irrespective of last-minute cancellations.
- 6. The number of guests may be increased after this period, but only after consultation with the Event Coordinator.
- 7. Additional costs apply for the meals served to photographers, musicians, video cameramen & other vendors.

PUBLIC HOLIDAY / LONG WEEKEND SURCHARGE

Public Holiday / Long Weekend surcharge may apply depending upon the day, duration of the event and number of guests. Please check with your event coordinator for more details.

7 Dight St, Windsor NSW 2756
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• EVENT TIMINGS / EXTRA HOURS

It is your responsibility to finish your function at the allocated time. Additional staff & venue charges between \$200 to \$500 per extra hour (depending upon the room used) will apply after the agreed finishing time. To help bring your event to a comfortable close, DJ & alcohol service will cease 15 minutes before your designated departure time. Unless pre-arranged, all functions are to be finished by allocated finish time with guests required to leave the premises within 15 minutes after that due to licensing laws.

FOOD SERVICE & DURATION

- 1 Entrée platters will be served on tables only. Entrée is served for the duration of 1 hour, we will endeavour to serve the guests arriving late but cannot guarantee.
- 2 Mains & Desserts are served on buffet for 1.5 hours duration. Buffet will be closed and packed up half an hour before the event finishing time.

EVENT RUN SHEET / FOOD SERVICE TIMES

Please provide your event run sheet with the information about all the proceedings like entry, performances, cake cutting, etc. Also indicate the food service times as per the inclusion in the package chosen. We will send you a template of this run sheet for your reference.

ALCOHOL SERVICE / RSA

- 1. Responsible Service of Alcohol must be maintained at all the time. Management reserve the right to stop the service of alcohol to any guest at any time in accordance with responsible serving of alcohol policies and licensing arrangements. Guests who display what is deemed to be inappropriate behaviour at any time may be asked to leave the premises.
- 2. NO DRINKS AND ALCOHOL IS TO BE TAKEN OUT OF THE VENUE.

PERSONAL BELONGINGS / LOST AND FOUND

- 1. Clients and their guests are solely responsible for their personal belongings. Windsor Function Centre has security cameras installed at the premises to avoid such incidents. Windsor Function Centre will notify customer for any lost and found items at the earliest but does not take any responsibility for any lost or stolen items.
- 2. Windsor Function Centre will take all possible care but accepts no responsibility for any loss or damage to guest's equipment or property before, during or after the function.

ACCESS TIMINGS

Windsor Function Centre will allocate access to each event, depends on space availability. In case venue is required for more duration, Room Hire fees will be charged.

DELIVERY & SET-UP OF EQUIPMENT

Whilst all effort will be made to accommodate requests, room set up is left to the discretion of the Windsor Function Centre and furniture is not to be moved by the client. All deliveries to the Windsor Function Centre, for use during a function should be made by prior arrangement with the Function Coordinator. Deliveries should be made no earlier than the day before the event unless agreed and between the hours of 9am and 3pm. Deliveries should be clearly marked with the name and date of the function. All deliveries should come through the front entrance. Whilst every effort will be made to assist in movement of goods to the function room, assistance will be offered based on staff availability.

TRANSPORTATION

The Event Organisers will be responsible for ensuring safe transportation, for the event organiser's guests to and from Windsor Function Centre's Facilities. Organiser must advise and get written confirmation from the public transport companies such as Uber and local taxis of the event finish time and pre book relevant amount of these companies to attend the venue at the finish of the event

PROPERTY DAMAGE OR LOSS

- 1. We take no responsibility for the loss or damage to any property belonging to the client or their guests.
- 2. The customer is financially liable for any damage sustained, or loss incurred, to Windsor Function Centre property, fixtures or fittings, whether through their own or through actions of their guests and vendors (DJ, Photographer, Decorator etc.)
- 3. **PLEASE NOTE:** We do not allow for rose petals, rice, glitter, scatters, confetti, tinsel, Sparklers, or confetti balloons.
- 4. The customer is financially responsible for any damage, breakage, vomiting or excessive cleaning sustained to Windsor Function Centre property during functions.
- 5. In the event of any damage or breakage, Customer shall be required to pay for the cost of repairs and/or replacement.
- 6. Cleaning charges starting from \$500 may apply for above reasons.
- 7. Use of Blu Tak & Cello tape is permitted but if any damage happens customer needs to pay for the damages.

EXCESSIVE RUBBISH

Windsor Function Centre will analyse each event charges as per need basis, payable in the final invoice.

• ELECTRICAL EQUIPMENT

All electrical equipment brought onto the premises must be tested and tagged.

USE OF THE PHOTOS & VIDEOS

WFC may take Photos & Videos of the décor, service & special moments during the event. These media may be used to showcase our product & services on social media & website for marketing purposes. Please advise if you do not wish for this to happen.

INSURANCE

- 1. Please provide the copies of the public liability insurance certificates of all the contractors/entertainers including the Performers and a written communication with them that they are responsible for any incidents and injuries caused by their act.
- 2. It is the organizer's responsibility to take out insurance for all items in their possession should it be deemed necessary. We recommend that you consider taking out appropriate insurance cover. The unforeseen can strike in many ways, cancellations, or postponements of such events as sudden illness or car accident injuries.

• SECURITY SERVICES

- 1. Functions in the interest of, or arranged by persons under the age of 25 years must personally arrange, or have the Windsor Function Centre arrange, and be present, licensed security during their event. The number of security operatives will be at the discretion of Windsor Function Centre management, or at a ratio of 1 guard per 80 persons.
- 2. Security staff can be arranged upon request of a hirer or as required by Windsor Function Centre with the cost being paid by the hirer. Windsor Function Centre reserves the right to exclude or reject from the

7 Dight St, Windsor NSW 2756 Ph: 02 4577 9399

Windsor Function Centre premises any person attending a function who behaves in an objectionable manner, aggressive or violent behaviour, or who may put at risk any part of the function centre premises.

PARKING

- 1. Guests attending a function at Windsor Function Centre may use the car park facility but do so at their own risk. Guests are advised not to leave their valuables in the car.
- 2. Windsor Function Centre is not responsible for vehicles within the car park.

DRESS CODE

- 1. Smart Casual or according to event
- 2. No Bikies, No Colours

TICKET SALE

Ticket sales are sole responsibility of the event organiser. All claims are the sole responsibility of the Event organiser and to the extent permitted by law, Windsor Function Centre has no liability to the guests who purchased the tickets.

SMOKING

No Smoking is permitted inside the venue. Smoking is only permissible in designated outdoor smoking areas only. If any customer is found smoking in the premises, there will be \$100 fine charged to customer.

WAIVER & RELEASE

The Event Organiser agrees to release Windsor Function Centre, its agents and employees from any liability, from personal injury, property damage or loss sustained by the event organiser directly or indirectly resulting from the event organiser's activities or participation in the contracted event. Please note that all guests using the Catwalk and performing on the stage must be careful while using the facility. Windsor Function Centre or any of its staff will not be responsible & Liable for any injury caused to themselves or any other person. Any disputes that arise at Event are between the organisers of Event & the claimant.

INDEMNIFICATION

The Event organiser agrees to indemnify, reimburse and hold harmless the Windsor Function Centre, its agents and its employees, from and against any and all claims, demands, losses, costs, actions, suits or proceedings by third parties that arise out of or are attributable in any way to the event or activities of the event organiser, its agents or employees or the use of the Windsor Function Centre's Facilities.

The Windsor Function Centre expressly does not waive its right to any indemnity to which it may be entitled in addition to that stated above.

COVID19 POLICY

Windsor Function Centre has taken necessary steps to ensure the safety of our guests and staff. So, we have adopted the following:

- 1. Windsor Function Centre is a registered COVID Safe Business.
- 2. Our venue capacity is updated as per the current government regulations
- 3. Adequate signage to convey COVID safety measures are in place throughout the venue
- 4. As per current regulations if required, temperature checks upon entry may be done
- 5. As per current regulations, CHECK-IN to Service NSW APP for both visitors and staff may be required
- 6. Encouraging our guests to maintain a 1.5 metre distance
- 7. Hand sanitiser is available throughout the whole venue
- 8. Regular cleaning & sanitising of restrooms, door handles, handrails and tabletops
- 9. Disposable gloves are readily available for all employees to use

7 Dight St, Windsor NSW 2756 Ph: 02 4577 9399

- 10. Disposable gloves readily available for guests upon request
- 11. Cutlery & Tableware is pre-set individually for each guest with allocated seating or issued individually with meals from the buffet by our staff
- 12. Staff have been fully briefed about protective health measures

As per Australian Government Department of Health guidelines, it is important to remember that the best defence against any virus is the practice of good protective health measures. We expect that all our Event Hosts / Organisers and their guests follow these steps:

- 1. Wash your hands frequently with soap and water (for at least 20 seconds) or with alcohol-based hand sanitiser especially before and after eating, and after using the bathroom or other public spaces
- 2. Cover your cough or sneeze and dispose of tissues immediately
- 3. Limit physical contact with others (i.e. hugging, kissing and handshakes)
- 4. Anyone returning from overseas or anyone who has been in close contact with a confirmed case of coronavirus to self-isolate.
- 5. Any person displaying flu-like symptoms such as fever, cough, sore throat, tiredness and shortness of breath will be asked to leave the premises immediately and seek medical assistance.
- 6. Stay informed about the latest developments from and NSW Department of Health (www.health.nsw.gov.au)

Please Note: Safety & wellbeing of Event Hosts / Organisers, their guests and our staff are our topmost priority. For the best interest of everyone, the Service NSW's COVID Safety Guidelines must always be followed.

As an Event Host / Organiser, it is your responsibility as well to ensure that, all your guests are aware of, and always follow the COVID Safety Guidelines, as mentioned above.

Windsor Function Centre will take all due care and measures to promote Social Distancing during the event. You as an Event Host / Organiser, will be fully liable, for any penalty issued to Windsor Function Centre, by the government for negligence & non-compliance of Social Distancing by yourself or your guests, & it will be fully payable by Event Host / Organiser.

Due to changes in the government COVID19 restrictions, if your event is;

POSTPONED: We will move your event to the next available date (Within one year from your booking date) without any deduction from your deposit/payment. The decision to move the event must be made one week prior to the date of the event. Deposits/Payments are non-refundable.

If the decision to postpone the event is made during the last week of the event, additional costs will apply. **Please Note**: If your event is postponed for the second time due to the COVID restrictions, 50% of the total booking value will be charged or payable & remaining 50 % (if paid) will be moved as a deposit for the new date.

CANCELLED: Please see our cancellation policy in case your event is not able to go ahead. Please speak to one of our coordinators to discuss if you have any questions.

ACKNOWLEDGEMENT

1. By putting a confirmation deposit, the Customer/Event organiser acknowledges that he/she has read these terms & conditions, waiver, cancellation policy, covid19 policy, release & indemnity agreements and understands and accepts the contents here off.

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