

TERMS & CONDITIONS

Orient Hotel

89 George Street, The Rocks, NSW, 2000

Telephone: +61 9251 1255

PJ Ryans Hotels Pty Ltd ABN 97 000 668 413

In relation to these terms and conditions;

Orient Hotel means the premises leased, operated and controlled by PJ Ryans Hotels Pty Ltd

Organiser shall mean the person who signs this functions and events agreement and agrees to the terms and conditions as set out.

1. The Orient Hotel is a licensed premises and operates in accordance with the principles of Responsible Service of Alcohol (RSA), which are law in NSW. No client or guest under the age of 18 is allowed on the general premises other than in accordance with the requirements below.
Patrons may be asked to show proof of age at any time
Approval for minors in certain Authorised Areas under the supervision of a responsible adult:
Persons under the age of 18 may obtain prior admittance approval to the following areas: **ONLY under the supervision of a responsible adult, being an adult who is the minor's parent, step-parent, legal guardian or person in loco parentis (one responsible adult per minor is required):**
 - a) Orient Courtyard and Deck;
 - b) Atrium Room;
 - c) Heritage RestaurantThe **responsible adult** is responsible for ensuring that **no** alcohol is consumed by / bought for the minor. The Orient Hotel must be notified, (a minimum of seven (7) days prior to the event), by the Organiser, of any minor attending the Orient Hotel and the full details of the supervising responsible adult.
2. **Confirmation of Bookings:** To secure your booking, the agreed initial deposit must be received within three (3) days of receipt of initial invoice. Your booking is **NOT** confirmed until we receive full payment of the initial deposit (and any required damages deposit bond), the signed booking confirmation, and signed terms and conditions. A tentative booking may be arranged and will only be held for a maximum of three (3) days.
3. **Payment:** An initial deposit will be required upon signing the agreement. Full payment of all fixed costs must be received in clear funds at least two (2) working days prior to the function (should you wish to pay by EFT, please allow three (3) working days). Any additional costs or charges must be finalised at the conclusion of your function. Invoicing is only permitted if a credit agreement has been established with the Orient Hotel.
4. **Function Cancellation:** We understand that circumstances occasionally make cancellations necessary.
 - a) If cancellation occurs more than six (6) weeks prior to the date of the function, the deposit will be reimbursed less any cost incurred by the Orient Hotel on your behalf.
 - b) If cancellation occurs within six (6) weeks or less from the date of the function, all deposits and pre-payments (including damages deposit/bond) will be retained by the Orient Hotel.
5. **Final Details:** Menus, beverage arrangements, entertainment, audio visual requirements, room set up, starting and finishing times must be confirmed in writing no less than fourteen (14) days, prior to the function (or by such other date as agreed in writing by the Orient Hotel). If menu details are not provided within this time we cannot guarantee availability of the menu or the dishes chosen by the Organiser. At this time, please advise if any guests at your function have any special needs/requirements that the Orient Hotel needs to be aware of.
6. **Confirmation of Guaranteed Numbers:** The minimum number of guests must be confirmed seven (7) days prior to the function. Guaranteed numbers are required no less than three (3) working days, prior to the function (or by such other date as agreed in writing by the Orient Hotel). Charges will be based on guaranteed numbers or final head count (as recorded by security), whichever is the greater.
7. **Exclusion of Liability and Insurance:**
 - a) The Organiser uses and occupies the orient Hotel at their risk.
 - b) It is the Organisers responsibility to obtain their own insurance for all items belonging to them, their guests, or their contractors for the period those items, or persons are in any and all parts of the Orient Hotel.
 - c) The Orient Hotel will take all reasonable care but will not accept any responsibility for loss of, or damage to, the property of the Organiser or their guests or contractors, including the loss of any personal effects, merchandise or exhibits, at the Orient Hotel.
 - d) By signing your "event proposal", the Organiser accepts full responsibility for insurance cover for the above event and all associated activities involved during the full time period in which any activity associated with your event will occur at the Orient Hotel (including set up). The Orient Hotel may request that the Organiser provide evidence that the Organiser has and will maintain adequate insurance cover.
 - e) Additional security is available on request and charges are on application.
8. **Room Allocation:** The Organiser agrees to begin the function and vacate the designated function space at the scheduled times agreed upon. In the event a function should go beyond the agreed finishing time, the Orient Hotel reserves the right to impose a charge for each hour and/or part hour the function space is occupied thereafter. Any additional security charges and/or other fees must be paid once an extension of operation is granted. If it is necessary, the Orient Hotel reserves the right to change the venue allocation following consultation with the Organiser.

9. **Price Variation:** Every endeavour is made to maintain prices as printed however these may be subject to change without notice.
10. **Fire and Safety:** The organiser and his/her employees, agents, contractors and guests must use the orient Hotel in a safe and proper manner and will comply with all directions of the Orient Hotel staff, including with complying with the smoking policy of the venue. The Orient Hotel reserves the right to adjust any set up and exhibitions to ensure that all Health and Safety and Fire Regulation codes are not breached. Fire exits must not be obstructed at any time.
11. **Venue Set Up by The Organiser or Outside Contractors:** For all exhibitions, stage and entertainment set ups produced by the Organiser or outside contractors, plans must be approved by the Orient Hotel a minimum of fourteen (14) days prior to the function. All outside contractors must liaise with the Orient Hotel in all matters of access, delivery, set up, break down and removal.
12. **Display and Signage:** No items of any nature are to be drawn, attached, pinned or glued to the wall or floor or any other surface of the Orient Hotel or to any fixtures or fittings within the Orient Hotel. Signage in public places is to be kept to a minimum and must be approved in advance by the Orient Hotel. Standard house directional signage is provided for your event.
13. **Equipment, Staging, Theming, Exhibitions:** Floor plans of all trade and exhibitions areas must be approved by the Orient Hotel. All merchandise must be delivered on the day of your event and collected at the conclusion of your event, otherwise a storage fee will be incurred. The Orient hotel does not accept responsibility for the storage of equipment before, during, or after the event.
14. **Delivery and Collection of Goods:**
 - a) The orient Hotel will only accept delivery of goods on the day of your event. All goods must also be collected on the day of your event unless prior written arrangements have been made with the Orient Hotel.
 - b) Deliveries must be pre-arranged with the Orient Hotel
15. **Other Functions:** The Orient Hotel reserves the right to book other functions in the same function space up to one (1) hour before the scheduled function commencement time and one (1) hour after the scheduled function finishing time. Additionally the Orient Hotel reserves the right to book another function in adjoining rooms at any time.
16. **Pre-Function/Cocktail Bar Area:** No client or guest has the sole right to the pre-function and cocktail bar area.
17. **Dress Code:** The Orient Hotel advises that dress regulations may apply. Whilst themed functions are permitted, please note that access to other areas within the orient hotel may be restricted. Please ensure that all guests are aware of this requirement.
18. **Entertainment:** The provision of live musical entertainment is subject to confirmation and acceptance by the Orient Hotel. The Orient Hotel reserves the right to control sound levels at all times. All DJs, bands, and entertainment must adhere to the Orient Hotels requests and requirements with regards to volume levels in the hotel at all times.
19. **Compliance:** The Organiser will be responsible to ensure the orderly behaviour of their guests, any outside contractors or entertainers and the Orient Hotel reserves the right to impose noise restrictions or intervene as it deems appropriate.
20. **Responsible Service of Alcohol:** Intoxicated persons are not permitted to enter the Orient Hotel. If a person is deemed by Orient Hotel staff to be intoxicated or unruly, that person or persons will be refused service and asked to leave the premises.
21. The Orient Hotel reserves the right at its absolute discretion to:
 - a) Grant or refuse entry
 - b) Close the function at any time
 - c) Extend the hours of a functionAny additional security charges and/or other fees must be paid once an extension of operation is granted. Without limiting any other right under these terms and conditions, the orient hotel maintains the right to suspend or control our event in any way it may deem necessary, for safety reasons or to comply with laws or regulations, or in any circumstance where the Organiser does not comply with these terms and conditions, without any liability to the Organiser in respect of such suspension of control.
22. **Organiser Liability and Indemnity:** The Organiser is liable for any and all damages or loss incurred to and/or on the premises during or in connection with the event, or to any equipment, or other fitting or fixture of the Orient Hotel used during or in connection with the event, (including any loss or damage caused during or as a result of the delivery, installation, operation or removal of any materials associated with the event), where such damage or loss is caused or contributed by:
 - a) A breach of this agreement;
 - b) A deliberate act or omission that causes damage or loss;
 - c) A negligent act or omission;
 - d) Any other act or omission;By
 - e) The Organiser;
 - f) An employee or contractor of the Organiser (including any entertainer associated with the event); or
 - g) Any guest or other person associated with or attending the event.

23. The Organiser indemnifies the Orient Hotel (and each of its trustees, directors, officers, employees and agents) and must keep the Orient Hotel (and each of its trustees, directors, officers, employees and agents) indemnified against any and all damages or loss (including legal costs) which may be suffered or incurred in connection with:
 - a) Injury (including death)
 - b) Damage to any property
 - c) Any action, suit, proceedings, claims or demands by a third party
 - d) Infringement of any intellectual property right; or
 - e) Any other matter,
Which
 - f) Is caused or contributed to by:
 - i. A breach of this agreement
 - ii. A deliberate act or omission that causes damage or loss;
 - iii. A negligent act or omission
 - iv. Any other act or omission by:
 - v. The Organiser
 - vi. An employee or contractor of the Organiser (including any entertainer associated with the event)
 - vii. Any guest or other person associated with or attending the event; or
 - g) Relates to the Organiser's use of the Orient Hotel
 24. You agree that your liability under clause 27 and 28 includes:
 - a) The cost of cleaning, repair or replacement (at the Orient Hotels election) of any damage to the Orient hotel, or to any equipment, fitting or fixture of the Orient Hotel or any other property of the Orient Hotel used during or in association with an event; and
 - b) Any loss of revenue, loss of trade, loss of profit, or expenses suffered or incurred and any ongoing costs resulting from the venue, or part of a venue being unavailable during the rectification period as a result of the damage caused.
 25. Charges for any and all damages, losses or expenses suffered or incurred will be assessed as soon as practicable after the function (including labour charges which may include overtime) and payment must be made for any and all such damages and losses as soon as practicable upon presentation of the invoice by the Orient hotel to the Organiser.
 26. This indemnity applies regardless of any joint, concurrent, or contributory negligence of any other person and is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this function and events agreement.
 27. It is not necessary for the Orient Hotel to incur expense or to make any payment before enforcing this right of indemnity
 28. **Severance:** If any provision or part of a provision of this agreement is held or found to be void or to the extent of voidability, invalidity or otherwise unenforceable it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision and this agreement will remain in full force and effect.
 29. **Unforeseen Circumstances:** In the event of inability to comply with any of the provisions of this contract by virtue of any cessation or interruption or electricity or gas supplies, industrial disputes, plant or equipment failure, unavailability of food items, other unforeseen contingency or accident, the Hotel reserves the right to cancel any booking or refund any deposit without notice. Due to unforeseen circumstances, should the room/s reserved be unavailable, we reserve the right to substitute similar venues. Every effort will be made to advise you in advance.
1. the room/s reserved be unavailable, we reserve the right to substitute similar venues. Every effort will be made to advise you in advance.

Agreement: *I hereby agree to the terms and conditions outlined above and I am aware the information supplied may be used in follow up communications.*

Signed: Name (please print):

Company:Function Date:

To secure your booking, please provide a deposit of \$250 by completing the credit card slip below.

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Card Number:

Card Type: Visa / Amex / Diners / Other (please specify) _____

Expiry Date: _____/_____/_____ Today's Date: _____/_____/_____

Amount: \$ _____

Signature: _____

**ORIENT HOTEL FUNCTION
BOOKING SLIP**

DATE:
ROOM:
TIME:
OCCASION:
BOOKING NAME:

CONTACT NAME:
E-MAIL:
PHONE:
FAX:
MOBILE:

BASIC COSTS - gst inclusive	PRICE	VENUE HIRE		TOTAL
Room Hire	\$250.00		\$	
Minimum Spend - Atrium	\$3,000.00		\$	
Minimum Spend - Nightclub	\$4,000.00		\$	
Minimum Spend - Restaurant	\$5,000.00		\$	

BEVERAGE	PRICE	PAX		TOTAL
Bar Tab	\$		\$	
Non-premium 3hrs	\$45.00		\$	
Non-premium 4hrs	\$60.00		\$	
Premium 3 hrs	\$60.00		\$	
Premium 4 hrs	\$80.00		\$	
Deluxe 3 hrs	\$105.00		\$	
Deluxe 4 hrs	\$140.00		\$	

FOOD OPTION	PRICE	FOOD PAX		TOTAL
Per-portion canapé	\$		\$	
Canapé \$25	\$25.00		\$	
Canapé \$35	\$35.00		\$	
Canapé \$45	\$45.00		\$	
Set menu \$35	\$35.00		\$	
Set menu \$40	\$40.00		\$	
Set menu \$45	\$45.00		\$	
Set menu \$55	\$55.00		\$	
Supply own cake (cakeage)	\$3.00		\$	

ENTERTAINMENT	PRICE	HOURS		TOTAL
DJ / hour(min 3 hours)	\$90.00		\$	
Band (quote available)				
Trivia / karaoke (quote available)				
Security (min 4 hours)	\$40.00			

EQUIPMENT	PRICE			
Plasma Screen T.V	\$0.00			
Lap top	\$50.00		\$	
Projector screen	\$20.00		\$	
Microphone & speaker system	\$50.00		\$	
Supply own i-pod/mp3 player	\$0.00			

OTHER	PRICE			TOTAL
Decorations (quote available)	\$		\$	
Props (quote available)	\$		\$	
Flowers (quote available)	\$			

TOTAL QUOTE			TOTAL
VENUE HIRE		\$	
BEVERAGE PURCHASE		\$	
FOOD PURCHASE		\$	
ENTERTAINMENT/EQUIPMENT		\$	
OTHER		\$	

TOTAL FUNCTION COST \$