

# TERMS & CONDITIONS

## TERMS AND CONDITIONS PAGE 1 OF 5

*Welcome to Athol Hall*

Athol Hall is surrounded by beautiful gardens, located in Ashton Park Mosman, adjacent to Sydney's Taronga Zoo. Athol Hall is a heritage listed building dating back to the mid 1800's and is very much a part of Sydney's history with the best views possible, of Sydney Harbour the Opera House and of course the picturesque city of Sydney.

The management and staff look forward to your visit and anticipate you enjoy our scenic views and friendly hospitality.

### 1.0 HOURS OF OPERATION

- 1.1 Functions:** Function times are tailored to suit the function organizer, however as a general reference functions are to be held between the hours of 10.00am and 12.00 midnight.
- 1.1.1 Functions cannot start before 3.00 pm during the months of September through to March on SUNDAYS due to Café commitments.** Please direct all enquiries to our function co-ordinators.
- 1.2 Café:** Café is operated from 11:00am to 3:00pm Tuesday to Friday and Sundays and is situated on the verandah overlooking the harbour. We can cater to up to 40 guests at one sitting during café times.
- 1.2.1** Due to high demand on certain Sundays it is advisable to make a reservation to avoid any disappointment.
- 1.2.2** Our verandah Café is Fully Licensed and **does not** cater for BYO under any circumstances.
- 1.2.3** The café at certain times may be closed due to large functions. We advise you to please check with the management in advance to avoid any inconvenience.
- 1.3 Marquees:** Marquees may only be erected on twelve selective days per year and have their own special set of terms and conditions in addition to our normal terms and conditions. They attract separate site fees independent of all other charges. Please contact Danny Hewitt on 02 9968 4441 for more information.
- 1.4 Conferences:** Athol Hall is also available for conferences and seminars. Please refer to our conference package for associated details and costs.

### 2.0 DURATION OF FUNCTIONS

Weddings	5 hours*
Breakfast	2 hours
Cocktail Parties	3 hours (including Christmas Party cocktails)
Birthday/Anniversaries	4 hours
Christmas Parties	4 hours

- 5 hour commencement includes use of leased area for wedding service purposes
- Due to Café requirements functions cannot start before 3:00pm on Sundays during the months of September through to March.

- 2.1 Extension Times:** The management of Athol Hall wish your guests to enjoy the maximum time allocated to your function. We respectfully remind you of the costs should your guests not vacate the premises at the pre organised function end timeslot. The function will be considered concluded when all guests and servants have left the premises and our staff can commence cleaning and resetting.
- 2.2 Charges for extension times: \$250 Inc GST for every half hour or part thereof** after your allocated duration time has expired. **Please note: There is a maximum of one and a half hours extension permitted for any function.**

### 3.0 NOISE POLLUTION:

The management of Athol Hall must approve all entertainment. The level of sound must not travel beyond the leased area and should any member of the public object to the noise levels, the function organizer must reduce the sound to an acceptable level immediately as directed by management. We will try to accommodate your choice of entertainment wherever possible.

### 4.0 CHILDREN:

While Athol Hall Function Centre is a family orientated venue, the following regulations must be observed. Children must be accompanied by an adult at all times, both inside and outside the hall and are not permitted within three meters of the service bar area.

### 5.0 THE HIRER AND/OR FUNCTION ORGANISERS LIABILITY:

The hirer will accept total responsibility for any damages caused by their guests or servants. All servants, road crews, florists, decorators, band members, and function organizers, within the leased area of the hall, must comply with any requests made by Athol Hall management and shall act under the guidance of the same. Management decision will be considered final.

The hirer will on demand from the management of Athol Hall, replace or cause to make good any items damaged to the satisfaction of management.

A bond is payable on certain events.

All guests and servants of the hirer are responsible for collecting their goods and items from their function. Goods and items that remain at Athol Hall one week after the function will be removed. Athol Hall takes no responsibility for goods and items left by the hirer.

**6.0 ANIMALS:**

Domestic and non-native animals are banned in all areas of the National Park. Parks and Wildlife officers have the power to fine or prosecute offenders.

**7.0 CONFETTI & GLITTER:**

The use of any small particle substance such as confetti or glitter for whatever purpose is forbidden within Athol Hall and the surrounding National Park. Please note that it is the hirer's responsibility to inform guests and servants not to use such matter. **A minimum charge of \$300 will be added to the final account should Athol Hall staff be required to pick up such matter at the conclusion of the function.**

**8.0 FLORAL ARRANGEMENTS:**

**IVY'S, LANTANAS AND VINES** in particular are **BANNED** within the National Park.

- Cut flowers and potted plants may be used within Athol Hall, however National Parks and Wildlife Services do not permit non-native plants within the National Park area as any seeds or cuttings dropped may germinate. **All floral arrangements are to be assembled prior to entering the hall. Please inform all servants of these specific conditions.** All flowers that are not assembled are to be assembled outside in the gazebo then brought into the hall. Please ensure all remnants are picked up and removed from the park.
- **Important:** All suppliers/hirers entering the hall must ensure that NO water is dropped or spilt onto the polished wooden floorboards.

**9.0 EXTERNAL CATERING COMPANIES:**

The Lessees and Management of Athol Hall do not permit outside catering companies to operate within any part of the Leased area. All plant and equipment is owned by D.H.S.H. Pty Ltd., and is for their sole use only.

**10.0 LIQUOR & BEVERAGE:**

Athol Hall is a licensed premise. **BYO is not permitted.** As a licensed venue Athol Hall is subject to the Liquor and Gaming Act of NSW. Please notify your guests **NOT** to bring liquor into leased area. The service of beverage is by waiter or waitress only; no beverage may be obtained by guests at the service bar area. The consumption of beverage is not permitted within 3 meters of the service bar or out on the front lawn. Persons under the age of 18 will not be served liquor; **proof of age is required.** Management and staff will refuse to serve any person they deem to be intoxicated or behaving in an unruly manner. **NO MORE IT'S THE LAW.**

The hirer will undertake to be responsible for his or her guests and will render assistance should it be necessary to evict any person who is deemed by management intoxicated or unruly. The hirer will provide appropriate transport for his or her guests who may exceed the legal limit. Athol Hall will gladly, with request from the hirer, arrange a taxi for guests. *Subject to availability.*

**11.0 CAR PARKING:**

There is very limited guest and public parking available and is on a first come, first served basis located at the entrance to Ashton Park. On entering the park it is directly on your left with Athol Hall on the right. We strongly advise for alternative transportation to be arranged to avoid any inconvenience. PLEASE NOTE: The service area directly behind Athol Hall is for staff and authorised personnel only. The gate in this area is the emergency entrance to the park and must be kept clear at all times. Please inform your guests and servants of this regulation.

**12.0 MOTORISED VEHICLES:**

Private or commercial vehicles shall not drive beyond the emergency entrance at the rear of Athol Hall, at any given time this is strictly for **EMERGENCY VEHICLES ONLY**, and there will be no exceptions to this ruling. Please make sure to inform DJ's, Plant Hire, Band members, staging persons etc, of this.

**13.0 BOOKINGS:**

Athol Hall accepts tentative advance bookings where a date may be tentatively held for up to fourteen days. Should the booking fee of \$ 550.00 inc GST not be received within the above mentioned fourteen day period, the booking will then be considered lapsed and date held will be released.

**Please note:** The booking fee is non refundable under any circumstances and is not deducted from the final invoice. Dates will only be held once Athol Hall has received both the \$550 booking fee and the signed Terms & Conditions Agreement (page 5.)

**14.0 REFUNDS FOR CANCELLATIONS:**

Please note the booking fee of \$ 550.00 is **non refundable** for cancellations under any circumstances.

**15.0 TRANSFERS:**

The hirer may under special circumstances, with the approval of management, transfer the booking fee to another available date. However Athol Hall requires **ninety days** notice for this special arrangement to take place. If this is done within the

ninety day period the booking fee will **NOT BE** transferred. Athol Hall reserves the right to alter all or part of the scheduling, hiring and conditions of a function or event.

#### 16.0 CANCELLATIONS:

Should you wish to cancel your function, Athol Hall requires this to be in a signed written format. Please Note: As stated above your booking fee is Non Refundable therefore your booking fee will not be reimbursed to you should this occur.

**16.1** Should the function or event be cancelled within six working weeks, the hirer agrees to pay Athol Hall function centre any losses for goods purchased by Athol Hall on the hirer's behalf.

**16.2** The hirer also agrees to pay Athol Hall the loss of profit to be calculated at one third of the total estimate function retail cost.

#### 17.0 NUMBER OF GUESTS ATTENDING FUNCTION:

Athol Hall Function Centre has a minimum number requirement, which currently stands at **100 adult persons**.

Should the number of adult persons attending your function be less than:

100 adult persons, a **surcharge fee of \$700** applies.

70 adult persons, a **surcharge fee of \$1000** applies.

30 adult persons, a **surcharge fee of \$1300** applies.

This is in addition to costs of food, beverages and extension fees (if applicable).

Marquees and Garden functions have their own set of special Terms & Conditions, site fees apply. Please enquire with Athol Hall management regarding charges for this alternative style of function.

#### 18.0 FILMING & PHOTOGRAPHY:

The leasees have exclusive rights within the leased area in regards to commercial filmmaking and photography. Fees Apply. No company, freelance photographer, commercial artwork or commercial filmmaking is to take place within the leased area without written permission of the management of Athol Hall. There are charges associated with the above activities. Please direct any enquiries to Mr Danny Hewitt, Athol Hall Function Centre, PO Box 720 Spit Junction NSW 2088.

We DO allow for private photography or filming of your function. Please Note: This **must not** be used commercially.

#### 19.0 NAKED FLAME / SMOKING:

The use of naked flame within the National Park is subject to all laws governed by The National Parks and Wildlife Services of NSW. The use of candles inside and outside Athol Hall building and leased area is under strict guidelines. All flames must be enclosed in glass storm shades. Total fire ban days must be strictly observed.

Athol Hall has a NO SMOKING policy, complying with National Parks and Wildlife's NO SMOKING LAWS.

#### 20.0 PUBLIC HOLIDAYS:

A surcharge of 25% on food costs will apply to all functions held on public holidays.

#### 21.0 FOOD, BEVERAGE AND FINAL GUEST NUMBERS:

Athol Hall requires the final numbers for catering purposes a minimum of fourteen days prior to the function date. After the fourteen days **NO reduction**, to the final number of guests will be permitted to be altered. This total number of guests will be taken as the **minimum** number of guests authorized to be charged on your final invoice.

**Please ensure you allow ample time to receive your RSVP's to alleviate this predicament.**

#### 22.0 COSTS:

All costs include GST and are subject to seasonal availability & price changes.

Please be aware that our menus change every June/July which may incur increases in costs.

#### 23.0 DECORATIONS:

Athol Hall provides all tables and chairs for the hall, balcony and ceremony set up. Balcony chairs are to remain on the balcony at all times. Athol Hall can provide decorations to compliment the hall and your style, please see our function information pack for all details and pricing.

##### 23.1 TERMS FOR EXTERNAL DECORATORS/SUPPLIERS:

It is the Hirers responsibility to ensure that all decorating companies are made aware of and understand the terms and conditions of Athol Hall. A limited bump in and out time is available and is at the discretion of Athol Hall Management.

**Please Note:** Athol Hall staff will not be responsible for moving chairs, tables, decorations or equipment etc supplied by external hire companies. This applies to both the hall and surrounding grounds area. This will be the sole responsibility of the decorating company or their servants. A cost will be incurred should Athol Hall staff be required to move such equipment. External equipment suppliers must collect such items at the conclusion of the function or alternately by arrangement with the management before 10am the following morning.

Please be aware and inform your supplier that there is a **maximum** bump out time of **one hour PERMITTED**, a penalty fee will be incurred for extra time.

Athol Hall takes no responsibility for goods left on the premises. Please ensure that your suppliers are aware of the following

1. Steps in and out of the hall for loading.
2. The location you have chosen on the grounds for your ceremony
3. Access times
4. The utmost care is to be taken at all times in the hall on the polished floorboards.

\*\* A charge will be incurred for any damage to the hall and surrounding grounds.

#### 24.0 CEREMONY SET UP:

Athol Hall can provide the set up for your wedding ceremony on the surrounding grounds.

Ceremony set up costs **\$280** and includes:

- 20 x white plastic chairs
- 2 x market umbrellas
- Signing table and chair
- Rose petals for the ceremony aisle.

Balcony chairs are to remain in place at all times and are not to be moved. Athol Hall staff will not move outside hirer's equipment to or from the ceremony. This will be at the total responsibility of your hirer/s after permission is given by Athol Hall management.

#### 25.0 SUPPLIERS / CREW:

Utmost care and consideration must be taken into account at **all times** by all suppliers and hirers while setting up etc. Please inform all crew members (e.g. band, photographer, cake, etc) that access is via the back stairs and through the side doors. Crews may park at the back of the hall while unloading their equipment etc. Bump in and out times are to be confirmed with the function co-ordinators. All equipment is to be removed at the conclusion of the function with a **MAXIMUM** of ONE HOUR PERMITTED, otherwise a penalty fee will incur.

Please ensure that your suppliers are aware that all leads and cords must be safety tagged and taped for OH & S purposes. Athol Hall takes no responsibility for any equipment left at the hall and we would appreciate your understating and co-operation in this matter.

**Important:** All suppliers/hirers entering the hall must ensure that there is no water to be dropped/spilt onto the wooden floor as a wax seal is used on the floorboards which when water is spilt, leaves an unsightly white mark. Please ensure they take utmost care of the hall and surrounds at all times.

#### 26.0 BATHROOMS:

There are bathrooms located inside the hall and along the path outside the hall. The bathrooms are cleaned prior to every function and checked throughout for your comfort.

#### 27.0 DEPARTURE OF GUESTS/BRIDAL PARTY:

Athol Hall Management highly recommended transportation (Water taxis, bus/coach, taxis) to be pre – ordered for the departure of guests and their bridal party.

#### 28.0 FUNCTION SET UP:

Athol Hall function co-ordinators are happy to set up your tea lights, cameras, menus, place cards, bonbonniere and other additions for your tables. We ask for these particulars along with your table plan (given to you after our meeting) to be dropped in one or two days prior to your function. Access times for external suppliers can be given closer to the function but generally for cakes, florists, bands, etc anytime from 11:00am on the day of the function can be arranged - **please confirm** this with management closer to your function date.

#### 29.0 METHOD OF PAYMENT:

All food choices, estimated beverages, surcharge and extension fees (if applicable) are to be paid no later than **seven** working days prior to your function.

- **Bank cheque or cash** - Must be received **seven** days prior to the date of your function
- **Company or personal cheques** - Must be received **eleven** working days prior to the date of your function
- **Credit cards: Visa or Mastercards ONLY** – Accepted for all payments and on the day of the function for excess beverages. ALL Payments made by credit card facilities will incur a **2.2%** surcharge onto your invoice total.
- **Direct Banking** - Please contact Athol Hall for direct banking details. **Important:** A fax, letter, email or phone call must accompany direct banking amounts stating date of function, amount paid and person responsible for payment. Please allow ample duration for your direct banking transfers to be completed prior to your function.

**All accounts MUST be settled at the conclusion of the function.**

The hirer may wish to discuss with management the preferred method of payment.

**Please Note:** Athol Hall has no account facilities.

Please notify management in advance of the person who will be responsible for settlement of any outstanding account balance at the conclusion of your function.

**All services rendered by Athol Hall Function Centre are liable for goods and services tax should you have any queries regarding this please address them to our sales department.**

# Terms & Conditions page 5: Agreement Page

**Please fill out and return with your booking fee of \$550.00**

## Terms & Conditions Agreement

I/We have read the Terms & Conditions of Athol Hall Function Centre

I/We agree to be bound by the same

I/We will reimburse the management on demand for any of the above mentioned expensed

I/We understand that Athol Hall Function Centre reserves the right to change Terms & Conditions, menus and beverage lists where necessary.

The management of Athol Hall reserves the right to cancel or terminate any function at any time if they deem the function outside the above-mentioned guidelines.

The management retains the right to eject any person whose behaviour in the management's opinion is not in keeping with the good standards of Athol Hall Function Centre.

**Please fill out and sign the following agreement to the above Terms and Conditions  
Return the original with your (non refundable / non deductible)  
Booking Fee of \$550**

**Postal Address: Athol Hall Function Centre P O Box 720 Spit Junction NSW 2088**

**Fax: 02 9968 4004**

**Email: dhsh@bigpond.com**

**Date of Function:** \_\_\_\_\_

**Person responsible for payment:** \_\_\_\_\_

**Booking Name:** \_\_\_\_\_

**Booking Time: Start:** \_\_\_\_\_ **End:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**P/Code:** \_\_\_\_\_

**Phone Numbers: H:** \_\_\_\_\_ **W:** \_\_\_\_\_

**F:** \_\_\_\_\_ **M:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Signed by or on behalf of the hirer:**

**Sign Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signed and dated on behalf of Athol Hall Function Centre:**