



**mindarie**  
**MARINA**

**TERMS & CONDITIONS**

1. **PRICE CHANGES** - Every effort is made to maintain prices as quoted. However, prices are subject to increase if Management deems circumstances necessary. All prices apply to functions of 50 persons or more. For smaller numbers, please consult our Function Sales Manager.
2. **CONFIRMATION** - A signed copy of the terms and conditions together with the deposit of \$750.00 must be received within 14 days of the original reservation to confirm and secure your booking. Management reserves the right to cancel the initial booking after 14 days if no deposit or confirmation has been received.
3. **FINAL ATTENDANCE** - Minimum numbers apply to each Function Room. These numbers will be charged for as a minimum. Guaranteed numbers of guests attending the function are required 7 days in advance. Should the guaranteed number not be received, the attendance indicated on the event order will be taken as final. No amendments are accepted with less than 48 hours notice.
4. **PAYMENT** - All accounts must be paid in full 7 (seven) working days prior to the function. Beverage costs must also be paid 7 (seven) working days prior, with any balance payable on completion of the function. The initial deposit will be credited to the master account. Please note: 3% surcharge is payable on payments by Amex or Diners
5. **CANCELLATION - In the event of the function being cancelled the following fees will be applicable:**

<b>Deposit is non refundable</b>	
From 60-120 days	All deposits (after initial \$750) are forfeited.
From 30-60 days	40% of the total estimated cost of the function
Less than 30 days	50% of the total estimated cost of the function
Less than 14 days	100% of the total estimated cost of the function
6. **LABOUR SURCHARGE** - A labour surcharge of 15% is applicable to the total food & beverage account on Public Holidays
7. **CONSUMPTION** - No food or beverages are permitted to be brought into the Hotel for consumption at any function.
8. **ROOM ALLOCATION** - The Hotel reserves the right to assign an alternative room for the function if numbers have been reduced from the original booking, or other circumstances deem it necessary.
9. **COMPLIANCE** - The organiser is responsible for all function guests to behave in an orderly manner obeying all applicable laws, including The Liquor Act and Health and Safety regulations.
10. **SECURITY** - The Hotel reserves the right to exclude or eject any objectionable persons from the function or Hotel premises without liability.
11. **REPUTATION** - If the Hotel has reason to believe that a function will affect the smooth running, security or reputation of the Hotel business, it reserves the right to cancel the function without liability.
12. **DAMAGES** - The organiser is financially responsible for any damage or theft sustained to the Hotel by the organiser's guests, subcontracted labour, invitees or persons attending the function, in any area or part of the Hotel or Resort. Confetti, rice and glitter are not permitted.
13. **RESPONSIBILITY** - The Hotel will not accept any responsibility for damage or loss of any merchandise left in the Hotel prior, during or after the function. Organisers should arrange their own insurance and / or security.
14. **CHILDREN** - Children's prices are set for children aged between 4 (four) and 12 (twelve) years.
15. **DISPLAYS** - No article is to be nailed, screwed, stapled or adhered to any wall, door or other surface or part of the building.
16. **BASIS OF AGREEMENT** - Performance of this agreement is contingent upon the ability of the Hotel to complete same, but is subject to labour troubles, dispute strikes or picketing, accidents, Government (Federal, State or Local) Requisitions, restrictions upon travel, transportation of goods or supplies, availability of food, beverages or other supplies, and other causes, whether enumerated herein or not, which are beyond the control of the Hotel. In no event shall the Hotel be liable for the loss of profit or other similar or dissimilar collateral or consequential damages, whether based on breach of contract or otherwise. In no event shall the Hotel's liability be in excess of the total amount of food and beverages contracted.

**I AGREE TO THE TERMS & CONDITIONS AS SPECIFIED ABOVE:**

SIGNED.....	DATE:.....
PRINT NAME(S):.....	COMPANY NAME:.....
PHONE No:.....	ADDRESS:.....
FUNCTION DATE(S):.....	TYPE OF FUNCTION:.....

Please return or fax (08) 9305 1678 together with applicable deposit to:  
**The Function Manager, Mindarie Marina, Ocean Falls Boulevard, Mindarie WA 6030 (08) 9305 9305**