



## **FUNCTIONS & EVENTS STANDARD TERMS & CONDITIONS**

We are sure you will appreciate the following policies, which will enable us to effectively service your forthcoming event. If you have any enquiries, please contact our Events Coordinator at [events@thestirlingarms.com.au](mailto:events@thestirlingarms.com.au)

**CONFIRMATION** Written confirmation must be received along with a signed copy of this terms & conditions and either a credit card authorisation form or proof of direct deposit to secure your event. THE STIRLING ARMS HOTEL reserves the right to cancel and/or re-allocate the venue space to another booking if the stated documentation is not returned. Credit card details will be taken at the time of booking to guarantee payment and may be used for any additional charges at the end of the event. All payments made via credit card will incur a 1.65% Fee. Cost of debt recovery will be recovered from the client.

**DEPOSITS** A 20% of event price or a minimum \$250 deposit (whichever is greater) NON-REFUNDABLE deposit will be taken on confirmation of your event. This will be based on the minimum estimated food and beverage total for your event. If you are unaware of your food and beverage requirements, a \$250 deposit will be requested. Final payment will be due 2 weeks prior to your stated function date. All-inclusive wedding package payment structure will be discussed on acceptance of package.

**CANCELLATIONS AND POSTPONEMENTS** Clients cancelling greater than 90 days prior to the event will lose their non-refundable deposit. Clients cancelling within ninety (90) days of the event commencement date will be billed 50% of the total estimated food and beverage costs. Clients cancelling within sixty (60) days of the event commencement date will be billed 75% of the total estimated food and beverage costs. Clients cancelling within seventy-two (72) hours of the event commencement date will be billed the total estimated charges for the event including quoted accommodation tariffs. All cancellations must be advised to us in writing to take effect. In the event of an event postponement (which must be advised at least 91 days prior to the event date) all funds will be held by THE STIRLING ARMS HOTEL until a new date (within 12 months of intended function) is booked and confirmed by the venue. The venue will make every effort to accommodate a new proposed date but reserves the right to not displace any other business or cause/risk any financially detrimental outcomes.

**ROOM HIRE FEE** All room hire fees are dependent on the time / period required, the number of guests in attendance and the overall catering requirements. Should this vary from the time at booking the room hire fee will alter accordingly. Minimum spend is required to have exclusive access to a venue space, unless waived in writing by THE STIRLING ARMS HOTEL.

**MINIMUM SPEND** THE STIRLING ARMS HOTEL offers a no room hire or minimum spend option on non-exclusive use of our function spaces & bar. Should you wish to have exclusive use to a function space please liaise with your event coordinator on spend amounts. Minimum spend can be made up of food costs, beverage costs & additional spend throughout the function. If the minimum spend is not met at the function, the remainder will be charged to the credit card supplied.

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**ROOM SET UP** All events will be presented with a floor plan prior to their event for approval. If this is amended within 48 hours of your stated event you will be charged a \$150 amendment fee.

**COMMENCEMENT AND VACATING OF ROOMS** The client agrees to begin the function and vacate the designated function space at the scheduled times agreed upon on the event run sheet stated under bump in and bump out. In the event that a function should go beyond the agreed finishing time, we reserve the right to charge any additional costs incurred. Should the room be sold to another function we reserve the right to vacate your function from the room.

**EVENT RUN SHEET** All events held at the hotel must be formalised by a contract. The event run sheet forms part of this contract and must be signed and a copy forwarded to your event coordinator within fourteen (14) days prior to the event, any changes need to be made in writing. In the instance that any adjustments are made that affect the final costing of your event after signing the event order, a new event order will be sent to you which will also need to be signed and returned to your event coordinator.

**MINIMUM GUARANTEED NUMBERS** The client is responsible for confirming the number of delegates attending the event no later than 14 days prior to the stated event date. Charges will be based on numbers provided. Additional guests may be added at the agreed rates however if your numbers drop additional funds will not be refunded. THE STIRLING ARMS HOTEL will allow these funds to be used on addition food or beverage for the event only. If numbers drop by 20% of original quoted numbers you may be required to pay the above room hire fees, unless stated otherwise by THE STIRLING ARMS HOTEL.

**MENU SELECTIONS** Your menu selections are required to be confirmed in writing twenty-eight (28) days prior to your stated event date, or as otherwise advised. Menu selections are based on the hotel's current menu selection and prices. Please note bookings made in advance for the following year may alter with menu selection and pricing. A new functions/wedding kit will be sent to you when available.

**SPECIAL DIETARY REQUIREMENTS** THE STIRLING ARMS HOTEL will assist in supplying alternative meals for those guests with special dietary needs, provided fourteen (14) days written notice is given by the client. Any requests on the day not previously informed to THE STIRLING ARMS HOTEL will not be guaranteed however all efforts will be made to work with your request.

**CONSUMPTION** No food or beverage of any kind will be permitted to be brought into the hotel for consumption at the function by the client or any of the client's guests, invitees or person attending the function, unless prior approval from hotel management.

**FOOD SAFETY** You are required to sign a waiver before removing provided food from the function. We are not responsible for the quality of food once it leaves the premises, as we are unable to control temperature & packaging conditions as per the Australian Food Standards code.

**CAKAGE** THE STIRLING ARMS HOTEL will allow for clients to bring their own cake onto the premise. We will provide you with plates and forks when required however your event coordinator must be informed on your decision to bring the cake on site. If you require us to store, cut and garnish your cake an additional charge of \$5.00 per person will be added to your event.

**AMENDMENTS** In the event of unforeseen circumstances, or any amendments to numbers or setup, THE STIRLING ARMS HOTEL reserves the right to change the venue to another suitable room, every effort will be made to discuss the changes with the client well in advance. All events will be presented with a floor plan prior to their event for approval.

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**DAMAGE OR LOSS** The client agrees to be held financially liable for any damages sustained to THE STIRLING ARMS HOTEL property by any delegates, guests, contractors or sub-contractors, attending a particular event. The hotel will not be responsible for any loss to equipment or gifts left at THE STIRLING ARMS HOTEL after the completion of the event.

**FUNCTION MATERIAL** THE STIRLING ARMS HOTEL is happy for events to include signage and decorations and promotional material however if these items are deemed to be inappropriate or conflicts with another event taking place at the property THE STIRLING ARMS HOTEL has the right to ask for you to remove and pull down any item. In the event the request is ignored you may face immediate removal from venue with no refund provided.

**INSURANCE** THE STIRLING ARMS HOTEL will take all necessary care but cannot take any responsibility for the damage or loss of items before, during, or after any event. It is highly advisable for the clients to arrange their own insurance cover for property damage, loss, and public liability where appropriate.

**RESPONSIBLE SERVICE OF ALCOHOL** THE STIRLING ARMS HOTEL takes the Responsible Service of Alcohol very seriously and as such reserves the right for our managers to refuse alcohol to anyone they deem intoxicated.

**CLOSING TIME** The Stirling Arms Hotel closes at 11:59pm, with the bar closing 30 minutes prior. House rules apply due to RSA laws.

**EQUIPMENT** With regard to any equipment contracted by the client or sub-contracted by the hotel at the request of the client, we recommend that the client or their representative be present at least one (1) hour prior to the event commencement time to ensure the equipment meets your requirements. We also request that you provide us with all details of any equipment being brought into the hotel, prior to the event date. The hotel cannot accept any responsibility for any equipment failure, incorrect setup, or use of any equipment not provided by the hotel, or not hired by the hotel through our approved equipment supplier(s). All installations required over and above those already available within our venue areas will be subject to appropriate connection and consumption fees. Any such installation may only be performed by our own technical staff, unless otherwise agreed by us in writing, and will incur appropriate labor charges.

**ACCOMMODATION** Guaranteed numbers of accommodation rooms, length of stays, and room-types are required at least twenty one (21) days prior to the event. Minimum accommodation charges will be based on these confirmed numbers. Excess rooms held in any allotment will then be released. After this date additional rooms may still be booked at the agreed rate, but will be subject to availability. A final rooming list showing individual names, arrival and departure dates is then required fourteen (14) days prior to the event.

**SPECIAL CONDITIONS** To enable us to effectively service your event, meet your needs and exceed your expectations, a special price structure will apply on events held on a Public Holiday and/or if an event is extended after midnight

**SECURITY** If the hotel has reason to believe that a function will affect the smooth running of the hotel's business, security or reputation, it reserves the right to cancel the function and remove any disruptive individuals. The hotel may also request the client to have mandatory security for any functions it deems necessary, at the expense of the client.

**BASIS OF AGREEMENT** Performance of this agreement is contingent upon the ability of the hotel to complete. This is subject to labour troubles, disputes, strikes or picketing, accidents, government requisitions, restrictions upon travel, transportation, food, beverages, or supplies, equipment failure 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 consequential damages whether based on breach of contract, warranty, or otherwise. In no event shall the hotel's liability be in excess of the estimated cost of the function.

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**PRICES** All prices are current at the time of quotation and are subject to revision prior to signing the Event Run Sheet. Prices are inclusive of GST. Should the hotel be subject to significant price increases from suppliers then the hotel will advise you of these increases no later than 14 days prior to your event. These increases will be passed on to you. The Stirling Arms Hotel does everything possible to avoid this measure.

**FORCE MAJEUR** Should any act of God such as an earthquake, fire, flood or civil disturbance prevent either the client or THE STIRLING ARMS HOTEL from carrying out their obligations under this agreement, neither the client nor THE STIRLING ARMS HOTEL shall be liable for the non-performance under this agreement. In the event that the client cancels for reasons of Force Majeure, all payments will be refunded except for the initial deposit. If THE STIRLING ARMS HOTEL cancels the agreement due to the Force Majeure, all advanced payments will be refunded.

**COVID-19** THE STIRLING ARMS HOTEL complies with all relevant & current WA government mandates. If you are unable to hold your event due to contracting COVID-19 or being placed in isolation by WA Health, we will transfer your function to the next available date (subject to availability). In the event of an event postponement, all funds will be held by THE STIRLING ARMS HOTEL until a new date (within 12 months of intended function) is booked & confirmed by the venue. If you wish to cancel your event from this point, you will forfeit all funds paid. Speak with your Function Coordinator for further information.

**ENTIRE AGREEMENT** Subject only to variation specified in a subsequent Event Run Sheet signed by the client, the attached letter and these Terms and Conditions constitute the entire agreement of THE STIRLING ARMS HOTEL and the client and shall supersede all prior offers, negotiations and agreements in connection with the function.

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## **ACCEPTANCE OF TERMS & CONDITIONS**

Please indicate that you have read & understood all the above Terms & Conditions by signing below:

I, \_\_\_\_\_  
**FIRST NAME** **SURNAME** **DATE**

hereby agree to the Terms and Conditions set by The Stirling Arms Hotel.

## **CREDIT CARD GUARANTEE**

As per above CONFIRMATION section in the Terms & Conditions, please provide a credit card to guarantee your booking. Please note if you prefer to pay via our preferred method of direct deposit, your credit card will not be charged and will only be held for security purposes. Deposits and final payments paid through direct deposit are only confirmed once remittance advice has been received and money has been cleared into our bank account.

Please provide credit card information below:

Card Type:      Mastercard                      Visa                      AMEX                      EFT

Card Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_ Card CSC #: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please note that payment processing fee is added to all card payments (including EFTPOS and credit cards). The fee only reflects the cost of the transaction charged to us in line with the reserve bank of Australia Credit cards.

Our preferred payment method (transaction fee free) is via direct deposit to:

Account Name: Truly Entrepreneurial Pty Ltd

Bank: CBA BSB: 066-125

Account: 1046 0098

Ref: Name & Event Date

You can pay via credit card either over the phone, by returning this form via email or by bringing your invoice into the venue and paying directly at one of our bar areas or bottle shop. We also accept cash at the venue.

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