



## Kittyhawk Event Contract

### Client – Purpose

Kittyhawk contact: Natalie Rivera

Prepared on: Date

Event date	Location	Room access	Event start	Event finish	Vacate by	Set up	Guests

### ROOM HIRE

\$Insert room hire applies / Room hire has been waived

### MINIMUM SPEND

\$Insert minimum spend applies on food and beverage

Should the minimum spend above not be met by the above Event Finish time, the balance must be paid as room hire

### ADDITIONAL CHARGES

Service Charge: A 5% gratuity applies to the above minimum spend/your final spend.

Security/host: is required for the duration of your event at a rate of \$42 per hour per host/guard with a four-hour minimum. We book 1 host/guard for every 100 guests 30 mins prior to bump in and 30 mins after bump out based on the above times.

Events Extension: Your event length is Insert hours including a half hour access period and half hour bump out. If you wish to extend your event past Insert hours a \$Insert per hour will need to be met over the bar.

### ROOM INCLUSIONS

TBC

### AUDIO VISUAL

Please discuss any AV requirements with your event planner. External AV providers are permitted.

### EVENT TIMING

Please note that should the Event Start or Finish times indicated above change and earlier or later room access is required, additional charges may apply.

## EVENT DEPOSIT

A deposit of \$Insert is required to be paid prior to the event and will be indicated on the final prepayment invoice.

## EVENT BOND

An event bond of \$Insert is required to confirm your booking. This can be paid by credit card or EFT/Direct Transfer. The event bond payment will be held until an inspection is done of the room after the event and the account has been finalised.

## DEPOSIT SCHEDULE

The following timeline is provided to assist in the confirmation of your event space and details:

<b>Signed event contract &amp; deposit:</b>	<b>Within 3 days of receipt</b>
Full event details*:	14 business days prior to event date
Final prepayment:	3 business days prior to event date

\*Event details include guest numbers, room set up, equipment requirements, food and beverage, beverage packages and all details relevant to the success of your event.

If requested information is not provided by the required time, we may not be able to accommodate all requests and additional charges may be incurred.

Full payment of all fixed costs must be paid in at least 3 working days prior to the event (should you wish to pay by EFT, please allow 4 working days). Any and all additional payments must be settled upon conclusion of your event. Please note that only credit card or cash will be accepted for payment in this instance. Beverage tabs will only be opened and additional equipment provided on receipt of a credit card and valid ID.

Your event is only considered to be confirmed on receipt of the signed contract and payment of the requested deposit amount. By signing below, you agree, understand and accept the details and Kittyhawk's terms and conditions contained within this document.

\_\_\_\_\_  
**Signature**

Signature required

\_\_\_\_\_  
**Client's Printed Name**

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

### VENUE ADDRESS

Kittyhawk  
16 Phillip Lane  
Sydney NSW 2000

### KITTYHAWK CONTACT DET AILS

Natalie Rivera  
[info@thekittyhawk.com.au](mailto:info@thekittyhawk.com.au)  
0437 233 009

## TERMS & CONDITIONS

**TENTATIVE HOLDS:** tentative holds are not considered in place until a contract and deposit invoice has been requested/sent. Anything prior to this is considered an enquiry and no hold will be put in place. Kittyhawk has no responsibility to advise you if another enquiry for the same date has come through.

**VERBAL/EMAIL BOOKINGS & DEPOSIT:** your space will be held for a maximum of 3 business days and will be released should signed paperwork and deposit not be received within this timeframe.

A signed event proposal and the required deposit are required to confirm the booking. The event is not considered confirmed until both are received.

We reserve the right to cancel the booking and release the venue should the signed proposal and deposit/bond not be received in 3 business days.

*Please note that should Kittyhawk receive another enquiry for the same date during the 3-day tentative hold period, we will contact you to seek your decision within 24 hrs. The venue at this point reserves the right to release the tentative hold and make available this date to the market once again. Confirmation will then be on a first come, first served basis with payment of deposit and signed contract required.*

**DEPOSIT/BOND:** A signed event contract and the contracted deposit/bond are required to confirm the booking. The event is not considered confirmed until both are received. We reserve the right to cancel the booking and release the venue should the signed contract and deposit/bond not be received in 3 business days.

### **CANCELLATION (OR POSTPONEMENT) BY THE CLIENT OR THEIR AGENT:**

1. For upstairs or whole venue functions, any cancellation 4 weeks or more days prior to the booking a full refund of the deposit will be made.
2. For downstairs, any cancellation 14 or more days prior to the booking a full refund of the deposit will be made.
3. Any cancellation inside of this time and the deposit becomes non-refundable.

**EVENT BOND OR CLEANING CHARGES:** An event bond may be required. The amount varies from event to event and is specified in the event proposal. The client or their agent(s) are financially responsible for all damage sustained to the property and grounds as an action of their guests or organisers or agents. Standard pre and post cleaning of the venue is included. Should additional cleaning be required due to spillages, confetti or due to the nature of the event, the client will be liable for any additional cleaning charges.

**PAYMENT:** Full payment of all fixed costs, e.g. canapes, must be received in cleared funds 3 business days prior to the event. Any additional costs or charges must be finalised at the conclusion of the event. Should payment not be received within 3 days of the event concluding, Kittyhawk reserves the right to charge the nominated credit card for any outstanding charges or to deduct it from the bond.

**FULL EVENT DETAILS:** Menus, beverages and beverage packages, audio visual requirements, floor plans, access times must be confirmed in writing no less than 14 days prior to the event. Any special dietary requirements or needs must be advised with final details.

**BEVERAGES:** Kittyhawk is a fully licensed venue and beverages cannot be brought onto the premises without prior consent. We serve beverages responsibly according to the liquor licensing regulations and can refuse service based on intoxication. If a person is deemed by Kittyhawk staff to be intoxicated, that person or persons will be refused service and asked to leave the premises. Kittyhawk reserves the right to terminate the event and to refuse entry due to intoxication levels.

**FOOD:** Unless otherwise agreed, food must be purchased from Kittyhawk for your event. Please speak to your event planner regarding menu options.

**FOOD ALLERGIES:** Kittyhawk will do its best to assist with appropriate meals for guests with food allergies. For the safety of those guests, you must provide Kittyhawk with a complete and accurate list of guest names with food allergies and their exact allergy requirements no later than 14 days prior to the event day. You must re-submit this list after this time if there is any change in guests with food allergies.

For events where guests with food allergies exceed 20% of total guests, a catering surcharge will be applied.

Kittyhawk's kitchen takes all reasonable precautions to identify ingredients that may cause an allergic reaction for guests with food allergies. However, the risk of contamination for foods containing ingredients including but not limited to milk, eggs, gluten, seafood and peanuts means we cannot guarantee a total absence of these ingredients, and you must communicate this to event guests.

You must also ensure that event guests with specific allergy requirements make themselves known to a manager upon arrival and provide full details of their allergy requirements.

You must indemnify Kittyhawk against and pay on demand all loss, liability or cost, of whatsoever nature and howsoever arising (including third party claims), suffered or incurred by Kittyhawk or any of its related entities, officers, employees or contractors in connection with your failure to comply with your obligations under this section headed "FOOD ALLERGIES", except to the extent that such loss, liability or cost is caused by Kittyhawk's negligence.

**PRICE VARIATION:** Every endeavour is made to maintain prices as printed however they are subject to change without notice.

**SIGNAGE:** No items of any nature are to be drawn, attached, pinned or glued to the wall or floor or any other surface or to any fixtures or fittings without prior consent from your event planner or a venue manager. Signage in public places is to be kept to a minimum and must be approved in advance. Standard house directional signage is provided for your event.

**DELIVERIES & COLLECTION OF GOODS:** Kittyhawk will only accept goods one day prior to an event and all goods must be removed from the venue at the conclusion of the event, unless otherwise agreed. Kittyhawk accepts no responsibility for goods delivered or awaiting collection. Any goods not collected within 24 hours of the event concluding, will be disposed of.

**FIRE AND SAFETY:** Kittyhawk retains the right to adjust any set up and exhibitions to ensure that all Health and Safety and Fire Regulation codes are not breached. Smoke machines need to be approved at least 14 days prior to the event.

**COMPLIANCE:** The Organiser will be responsible to ensure the orderly behaviour of their guests, any outside contractors or entertainers and Kittyhawk reserves the right to impose noise restrictions or intervene as it deems appropriate.

**OTHER EVENTS:** Kittyhawk reserves the right to book other events in the same room up to one (1) hour before the scheduled event commencement time and one (1) hour after the scheduled event finishing time. If this will affect your event, please discuss this with your event planner.

**OUTSIDE CONTRACTORS:** Outside contractors must at all times abide by the venue's regulations and instructions, including sound levels, and are required to obtain their own Public Liability Insurance with a minimum cover of \$10 million and must provide certificate, if requested.

**EXTERNAL PROMOTERS/EVENT TICKETING:** Any commercial / profit making 3<sup>rd</sup> party entity who books a space at Kittyhawk will be vetted and will be required to provide referees upon request before the booking is confirmed. All information relating to ticket sales must be disclosed to Kittyhawk. Kittyhawk may enforce a percentage levy on gross ticket sales. Kittyhawk reserves the right to cancel the event at any stage if such information is brought to our attention without being disclosed. In addition, all production costs, security and any other related expense will be charged to the client in the event that Kittyhawk proceeds with the event.

**PUBLICITY, PHOTOGRAPHY & FILMING:** In any Kittyhawk venue, publicity, photography and filming require written permission concerning both the activity and use of all written materials and/or images taken on the properties. All permanent decorator features within the venues are secondary event/film/photography and cannot be credited as the work of any other company.

#### **MINORS:**

1. Kittyhawk is a licensed premises that operates in accordance with Hotel Licenses issued by the NSW Office of Liquor, Gaming and Racing (the Authority) pursuant to the Liquor Act 2007 & Liquor Regulation 2008 (NSW). Responsible Service of Alcohol (RSA) principles are maintained and enforced, particularly those that apply to a person who is under the age of 18 years (i.e. a 'Minor').
2. Liquor will not be sold, supplied or served to a Minor.
3. A Minor will only be permitted to enter and remain in venue if accompanied by a Responsible Adult and only if prior permission is obtained from Kittyhawk. A Responsible Adult in relation to a Minor at Kittyhawk means an adult who is a parent or legal guardian of the Minor.
4. A Responsible Adult cannot be intoxicated when at Kittyhawk, particularly when supervising a Minor. A Responsible Adult must ensure that no alcohol is consumed by or bought for the Minor while in their

company. A Responsible Adult commits offences for being intoxicated or permitting consumption by a Minor while under their supervision and may be subject to subsequent penalties including prosecution under the Act and eviction from the venue if they permit such an act to occur.

5. Minors will only be permitted to remain in any bar area for as long as is reasonably necessary to pass through the area to conveniently gain access to another area of the venue that they may enter without contravening the Act, or if performing in a show or other live entertainment performance held in the bar area, and in the company of a Responsible Adult while in the bar area.

6. Appropriate signage will be displayed within Kittyhawk concerning relevant restrictions concerning service to Minors. All patrons must abide by such signage relating to Minors whilst within the venue.

7. Kittyhawk staff will request proof of age for patrons who look under 25 and will exclude persons who fail to present approved identity forms. Identity forms that will be accepted as proof of age include a valid:

1. Australian State or Territory issued photo drivers license or photo drivers license issued by another country;
2. Roads & Maritime Services (or as amended from time to time) issued proof of age card or RMS issued equivalent, or
3. a current passport issued by the Commonwealth or relevant government authority.

8. An Authorised Person (i.e. a Licensee, an employee or agent of a Licensee, a police officer or an inspector) may require a person ('the Relevant Person') who is within Kittyhawk and is reasonably suspected of being a Minor to:

- state their full name, residential address and date of birth, and
- produce immediately, or at a police station within a reasonable time, a valid evidence of age document.

In such instances the Relevant Person commits an offence if they refuse or fail to state their full name, residential address and date of birth, or without reasonable excuse, refuse or fail to produce an evidence of age document. The Relevant Person may be subject to subsequent penalties including prosecution under the Act and eviction from the Hotel if they do not comply with lawful requests to present name, address and date of birth.

9. A Minor who uses any false identity documents in order to gain entry to, remain in, or obtain liquor from Kittyhawk is guilty of an offence and may be subject to subsequent penalties including prosecution under the Act and eviction from the venue.

10. Kittyhawk is obligated under the Act to provide Police with specific information concerning functions that will involve Minors. Relevant information must be provided to Kittyhawk, by the responsible person hosting the function, at least 7 days prior to any function being held including the:

- Name and nature of the function
- Number of Minors attending
- Number of adult Responsible Adults supervising the minors
- Details of the security arrangements for the function, and
- A copy of an acceptable proof of age (per S9 above) for each Minor and Responsible Adult (minimum of one (1) per Minor attending) attending the function

11. The relevant Hotel Licensee and person conducting the function will comply with any directions given by the local police or the Authority with respect to the conduct of functions for Minors. Liquor will not be sold, supplied, disposed of or consumed in the area in which a function is held. Gaming machines and tobacco vending machines will not be located in the area in which a Minor's function is held and such devices will not be accessible to any Minor attending the function.

12. Upon arrival at the function all Minors will be wrist-banded &/or provided a stamp on the wrist for the evening. Security will be informed as to the location of Minors and will monitor movements and activities accordingly. A Minor's wristband must remain on for the full duration of the event. If the wristband is removed, the Minor & Responsible Adult will be evicted from the event. When the Responsible Adult leaves the event, the Minor must also leave the event.

## **KITTYHAWK – LIMITATION AND EXCLUSION OF LIABILITY:**

To the extent permitted by applicable law:

1. The liability of Kittyhawk to you under or in connection with this agreement in respect of your Event, including any breach of this agreement by Kittyhawk, will not exceed the contract value for the Event.
2. Neither Kittyhawk, its directors, officers, employees, agents or contractors will be liable to you for any indirect, consequential, incidental, punitive or exemplary loss or damage including, without limitation, loss of opportunity, revenue, profit or goodwill or other economic loss: and
3. Where legislation implies warranties or conditions, or imposes obligations or liability on Kittyhawk in respect of this agreement that cannot be wholly or partly excluded, restricted or modified the liability of Kittyhawk will be limited, at its option to:
  - a) in the case of goods – the replacement or repair of goods, the supply of equivalent goods, the payment of the cost of replacing the goods or having the goods repaired or of acquiring the equivalent goods and
  - b) in the case of services – the supply of the services again or the payment of the acts of having the services supplied again.