

### Terms & Conditions

1. For the purposes of these terms and conditions, Red Spice Road, Red Spice QV, Burma Lane and Meat Fish Wine is referred to as the Venue, and the client as the Client. The Client wishes to hire the premises located at the Venue, and to engage the Venue to provide catering on the date of hire outlined in more detail in Schedule 1 to these terms and conditions (the Services).
2. In order to obtain the Services, the Client must read, sign and return these terms and conditions to a representative of the Venue.

### Food & Beverage/Catering

3. At Meat Fish Wine, any groups are respectfully required to dine from one of our set menus. Please note the entire group must dine from the same set menu. Menu items are subject to change based on seasonal availability.
4. Children under 12 will receive set menus charged at half price, children under 4 eat free of charge.
5. We can cater to all basic dietary requirements. We will do our best to accommodate any last minute dietary requirements, however we cannot guarantee any dietary requirements that are not received in writing. Please ensure ALL dietaries are confirmed 1 week in advance. Vegetarians will receive a completely separate banquet at the same agreed banquet price, whereas allergies may receive a reduced menu depending on the severity of the allergy.
6. Due to the preparation of dishes and some imported ingredients, we cannot guarantee dishes are free from allergens such as (but not limited to) traces of nuts, gluten or shellfish products. As the spirit and influence of our Asian menus are of Asian in origin, we regret we cannot accommodate any dietary requirements relating to any staple Asian ingredients (e.g. chilli, lemongrass, coriander, etc). These are usually included in all base sauces, marinades, dressings and condiments, and are difficult to exclude from most dishes.
7. Beverage Packages are only available to groups of 12 or more.
8. Groups are required to select a beverage package or pre-select beverages on a consumption basis from the beverage menu.
9. Food and Beverage selection to be confirmed in writing 2 weeks prior to event.
10. The Client is required to confirm final numbers no later than 1 week prior to your booking. Your food and beverage will be calculated using the final numbers or the actual number of attendees, whichever is greater.
11. No food or beverage product of any kind is permitted in the Venue for consumption at the function with the exception of religious food or very specific dietary requirements, celebratory cake (cakeage fees may apply) and BYO specific periods which are specifically defined, and usually exclude large groups or private/semi-private bookings. All requests are required in writing to your Functions Manager, additional charges may apply.

### Payments and Cancellation

12. The Client is required to fill in a group booking form to secure their reservation and pay a deposit when reserving private/semi-private dining spaces. All deposits will be deducted from the bill on the day of your booking. GST is applied to the final bill. As a deposit is a pre-payment, GST does not apply until the final transaction. Any receipt for deposits paid will excluded GST.
13. Deposits are required as per the following schedule:
  - a. PDR 1 and 2: \$500 Deposit
  - b. Sole Venue Use (with remaining min spend paid 1 month prior): \$1000 Deposit
14. Pricing is locked in for a maximum 6 months from booking date. For functions booked more than 6 months in advance, please check with your Events Manager as to the pricing increase.
15. For private/semi-private areas, an 4% service charge is added to the total bill. This is not included in the minimum spend.
16. If in any case the minimum spend is not met in private rooms or areas, the balance cannot be used to purchase cookbooks, vouchers or event tickets. The difference will be charged as a room hire fee.
17. Any bookings made on a public holiday will have a surcharge of 10% added to the total bill. Please note this is not included in the minimum spend.
18. We accept EFTPOS and all credit cards. Each payment made by debit or credit card will attract a 1.6% surcharge.

19. We can only accept a maximum of three separate payments per bill. We do not accept individual billing.
20. Full payment, minus any deposit paid will be due on the day of dining. The Venue cannot invoice you after the event.
21. Apples + Pears gift vouchers are accepted as part or full payment in a single transaction. No cash refunds will be given for unused value.
22. If for any reason payment is not received on the day of the event, we reserve the right to charge the nominated card provided in full.
23. Entertainment Card: There is a maximum usage of 1 card between 2 people or 3 cards per group to the value of 25% off (Maximum discount per card- \$40). Not to be used in conjunction with any other offer.
24. 3<sup>rd</sup> Party Gift Cards/ Vouchers cannot be used to pay for Function Deposits.
25. A maximum of 2 3<sup>rd</sup> Party Gift Cards/ Vouchers may be used for payment
26. Cancellation by the Client must be received in writing and be acknowledged by the Venue. Where the client cancels the agreed Services:
  - a. More than 60 days prior to the Services date, the Venue will refund all deposits/amounts paid.
  - b. Between 30 and 60 days prior to the scheduled Services date, the deposit amount will be retained by the Venue but can be transferred for a future event at any venue and used within 6 months.
  - c. Between 8 and 29 days prior to the scheduled Services date, the deposit will be forfeited by the Client.
  - d. Less than 7 days prior to scheduled Services date, the Venue retains all deposit amount(s) and the Client agrees to pay 100% of the outstanding agreed minimum spend.
27. Where the Client fails to comply with any part of these terms and conditions, the Venue may terminate the Services if the Client fails to remedy the non-compliance within 7 clear business days of being notified by the Venue. Any catering and room hire pre-payment and/or deposit will be forfeited by the Client in full.

#### Bite Club Policy

28. The maximum amount of points accrued in any one sitting is capped at one thousand (1,000) per member, including function bookings.
29. In order to earn points, payment must be received in full on the day of dining with a valid membership number/QR code presented in either digital or print format.
30. Points are not refundable, replaceable or transferable and cannot be added after the day of your booking in the event you do not present your Membership code at the time.
31. Only one membership can be used per total dining transaction. In the event that there is more than one member in the dining group, only one membership can be used to accrue points.
32. Points will be accumulated based on the value of the dining transaction purchased and paid for. Two (2) points will be accrued for every one (1) dollar spent up to the maximum value.
33. Points cannot be accrued on pre-purchased Apples + Pears events.
34. Please note the terms of the Apples + Pears Bite Club are subject to change without notice

#### Extra Information

35. We have a selection of extras available for private rooms such as candles and tablecloths and AV equipment (microphone, projector and screen available for hire from \$50 per item). Please contact reservations for more information on our preferred supplier list.
36. We reserve the right to pass on any costs to you incurred by (but not limited to):
  - a. Decorations that remove paint or varnish from walls and/or fixtures, including Blu-Tack
  - b. Any damage that can be considered over and above fair wear and tear
  - c. Scratched or broken furniture
  - d. Disappearance of any item or fixture from the restaurant or private rooms that can be deemed to have occurred by you or someone from your party from CCTV footage or witness statements.

37. There are no refunds for ticketed events. If you cannot attend an event, you are more than welcome to sell your spot, otherwise it will be forfeited. If the event is sold out, a full refund will be considered provided we can successfully resell the spot on your behalf.

### **Liquor Licensing**

39. Due to licensing laws, beverages may not be brought into or taken out of the Venue.
40. The Venue abides by all laws relating to the Liquor Control Reform Act 1998 (Vic) and reserves the right to:
- a. request identification from any person in the Venue space;
  - b. refuse entry to the Venue of underage, intoxicated or dangerous persons;
  - c. refuse service to a function guest whilst in the Venue;
  - d. refuse entry of or remove any foreign beverage or food substance; or
  - e. refuse entry to or remove any guest who, in the opinion of the Venue, acts inappropriately towards any person providing the Services, or any other guest.
41. The Client is at all times required to assist the Venue in enforcing any action(s) required. Should the Client fail to do so, the Venue may close the facilities provided it is reasonable to do so.
42. Where the Venue closes the facilities pursuant, the Client will have deemed to have breached these terms and conditions and will be liable for the total agreed charges.
43. The Venue is not liable for any loss or damage to the Client or function guests as a result of any reasonable action taken.

### **Venue Safety**

44. Due to licensing laws all events over 150 guests require security personnel on the Venue door.
45. Security will be billed for the duration of the event, a quote will be issued once booking is confirmed.
46. An additional half hour will be required for security past the function conclusion time.
47. University Balls, Graduation Events, School Formals will require additional security to that stipulated in Clause 37 and a \$5,000 bond which is only refundable at the discretion of the Venue.
48. Graduation and School Formals will require a parent/teacher ratio of 1:30.
49. Whilst on the premises of the venue, the Client acknowledges that they and their guests may be subject to video surveillance for the security of the Venue, the Client and the Venue Staff. Access to this information is limited to the General Manager, the Venue Owner and any Law Enforcement Officer.

### **Indemnity**

50. The Client will indemnify the Venue and its employees, agents, contractors and assigns against:
- a. any loss, damage or claims to the Venue arising out of the Client's use of the Venue during the function period including, but not limited to, any bump-in and bump-out times;
  - b. loss, damage or claims by any person against the Venue in respect of personal injury, death or loss of or damage to any property arising out of, or as a consequence of, the Client's use of the Venue; and
  - c. loss, damage or claims by any person against the Venue as a result of the Client's breach of these terms and conditions.
51. In no circumstances will the Venue be liable to the Client, its servants, agents or contractors for any loss or damage to revenue, profits or goodwill or other special, incidental, indirect or consequential loss of any kind, resulting from its performance or failure to perform pursuant to the terms of these terms and conditions, including without limitation, any interruption of business, whether or not resulting from breach of contract, negligence or wilful default. In addition, the Venue will not be liable to the Client, its guests, servants, agents or contractors for any loss or damage sustained once either of these parties has left the event conducted on the night of the Services.
52. Any liability that the Venue may have to the Customer under these terms and conditions is capped to the monetary amount of the Services provided to the Customer, in aggregate.