



TERMS AND CONDITIONS

The below Terms and Conditions cover the full range of products and/or services provided by Sydney Event Cruises PTY LTD (T/A Marina Cafe and Bar) ABN 78621523635. Some products and/or services may not apply to your specific booking, but please read all Terms and Conditions thoroughly before signing the acknowledgement.

1. Definition

1.1 'Quote' – the document or documents setting out the products and/or services to be provided by us, together with the cost for these products and services, and these terms and conditions.

1.2 'Client' – the person, firm or organisation engaging our services.

1.3 'Guest', 'passenger', or 'client' – the people attending the event/venue, receiving the catering or carried on the chartered vessel, as arranged by the client.

1.4 'We', 'Us' 'Our', 'the Carrier' - Sydney Event Cruises PTY LTD (T/A Marina Café and Bar) ABN 78621523635, its servants, agents and employees and any person or corporation with whom Sydney Event Cruises may have arranged to conduct the booking.

1.5 Our 'services', 'products' – the services and/or products to be provided by us which include but are not limited to: vessel charter, event planning, event design, event management, event hosting, hiring of equipment, supply of catering (food and beverage), supply of staff, venue hire, and transportation (via land and/or water).

1.6 'Booking', 'Cruise' – the confirmed date and time in which a vessel charter, event, supply of catering, supply of equipment, or supply of transport services, is to be provided to the client.

1.7 'Master' – The licensed Skipper who holds ultimate command and responsibility of a vessel.

1.8 'Subcontractor' - a firm or person engaged by us that carries out work for our business in order for us to provide the services or products you require.





1.9 'Substitute carrier' – an alternate Charter operator.

1.10 'SHFT' refers to the Sydney Harbour Federation Trust - Australian Government body who manages some lands on Sydney Harbour, including Cockatoo Island.

2. Marina Café and Bar

2.1 The Marina Café and bar is open to the public 7 days a week. Due to seasonal variations in demand, our operating hours vary throughout the year. Current seasonal hours can be viewed at <https://www.cockatooisland.cafe>

2.2 Bookings of over 20 people, during business hours, will require a deposit of \$250 to secure your booking. Deposits are non-refundable for no shows or cancellations less than 7 days prior to the booking date. For groups between 20-49, pre-ordering is recommended. For groups over 50 pre-ordering is mandatory. This can be from our regular Café Menu, or from a catering package. Please see Section 5 for catering deposits required. Confirmation of final numbers must be done 7 days prior to the booking.

2.3 Bookings of 1-20 people, on a Saturday during business hours, will require a deposit of \$200 to secure your booking. Deposits are non-refundable for no shows or cancellations less than 7 days prior to the booking date. No bookings of 1-20 people will be taken on a Sunday, unless otherwise agreed.

2.3 Deposits for bookings made within business hours are refunded on the day or can be deducted from the total bill, whichever is preferred.

2.4 Bookings outside business hours will incur a hire fee, which covers staffing, liquor licencing and event administration. The venue hire fee for bookings for Monday to Thursday is \$1250, for bookings Friday to Sunday is \$1500, and for bare venue hire \$2000. These hire fees are not applicable for Weddings. A minimum 30% deposit is required to secure the booking, unless otherwise stipulated in your quote. Full payment is required 14 days prior to the booking. Hire fees are non-refundable for no shows or cancellations less than 14 days prior to the booking date.



2.5 Event Management fee for Weddings will start at \$3000, additional charges apply for services provided outside staffing, liquor licencing and general event administration. Additional charges will be advised on your quotation if applicable (see section 6 for terms

and conditions under 'Weddings'). A minimum 30% deposit is required to secure the booking, unless otherwise stipulated in your quote. Full payment is required 28 days prior to the booking. Hire fees are non-refundable for no shows or cancellations less than 14 days prior to the booking date.

2.6 For groups over 50 pre-ordering is mandatory. This can be from our regular Café Menu, or from a catering package, as arranged and finalised with us at least 14 days prior to the booking. Please see Section 5 for catering deposits required. Confirmation of final numbers must be done 7 days prior to the booking.

2.7 A public holiday surcharge of 20% applies to all fees and charges, which includes but is not limited to, deposits, hire fees, Food & Beverage charges and Equipment Hire. Deposits may also increase during seasonal demand.

2.8 Additional services, equipment and sundries can be provided, at additional cost, as agreed. All bar tabs are payable on the day of your booking.

2.9 The client will be responsible for the cost of damage to our premises including but not limited to objects, buildings, fixtures, furniture and equipment. Decorations, including but not limited to signs, banners, balloons, flowers, streamers, may only be displayed if approved by us prior to the event. No nails, screws, adhesives or fastenings can be used without our consent prior to the booking. Children must be supervised by a parent or guardian whilst on our premises at all times.

2.10 Security is required for groups over 100 when the venue is hired outside normal trading hours. We will arrange this for you at an additional cost.

2.11 All our staff are trained in the responsible service of alcohol and, by law, we may refuse to serve alcohol to any person that we deem to be intoxicated.





2.12 We reserve the right to stop service of a Alcohol, including a drinks package, to a group as a whole, if we deem that too many people within the group are not being responsible when consuming alcohol or if their behaviour is inappropriate.

2.13 Only beer, cider and wine is allowed to be served on Cockatoo Island. It is to be consumed within the boundaries of the venue. All wine bottles will be served to you without

a cap/cork, and all drinks will be served in plastic unless an exception has been granted for your event from Sydney Harbour Federation Trust.

2.14 No BYO – this applies to bringing alcohol onto Cockatoo Island (fines apply) and also into our venue. If this occurs, service will be stopped and the Island Rangers or water police will be called.

2.15 All events on Cockatoo Island are subject to applications being approved by the Sydney Harbour Federation Trust. All events must adhere to strict noise, waste and heritage protection guidelines.

3. Off Premises Events – Cockatoo Island

3.1 Off premise events on Cockatoo Island can be subject to additional fees by the Sydney Harbour Federation Trust, if you have decided to organise the event yourself, and are utilising our catering services only, please make sure you check with the Sydney Harbour Federation Trust if any fees and Terms and Conditions that apply for the area/venue you are using. If you have decided that you would like us to manage this for you, we will provide you with the cost in your quote, along with the required deposit amount, payment requirements, additional Terms and Cancellation clauses, based on the location you are hiring.

4. MV Supercat and MV Ponty charter vessel hire

4.1 MV Supercat has the capacity to cater for 300 passengers total, limited to 114 on the upper deck. Bookings over 180 passengers will need to hire both the upper and lower decks. MV Supercat is available for charter or transfer services.





4.2 MV Ponty has the capacity to cater for 10 passengers total. MV Ponty is available for charter or limousine transfer services.

4.3 Bookings on MV Supercat and MV Ponty require a minimum 30% deposit, unless otherwise stipulated in your quote. The deposit is required to be paid at least 4 weeks prior to secure the booking and full payment is required 14 days prior to the cruise date.

4.4 Extra charges including but not limited to, time extensions and additional beverages, will only be supplied if the total bill is paid, or signed and authorised in the case of account customers, at the conclusion of the cruise.

4.5 The course to be undertaken during the cruise may be agreed in advance with the Carrier or with the Master on the day of the booking; however the client acknowledges that the Master has the sole discretion at all times to take whatever action is necessary to protect and maintain the safety, welfare and good order of the vessel, its passengers and crew. Guests are given a 15 minute window in which to disembark after a cruise – time in excess of this is charged at a pro-rata hourly rate.

4.6 All cruises will proceed regardless of weather conditions unless otherwise decided by the Carrier. The charter course is determined by the Master on the day with regard to wind and wave conditions. Refunds will not be provided for last minute cancellations due to weather conditions not supported by the Master.

4.7 The client/passenger shall comply with any orders and instructions issued by the Carrier contained within these Terms and Conditions and in addition, to any order, notice or instruction given on the chartered vessel/s by the Carrier. The client/passenger shall be responsible for any damage or loss caused by its failure to do so.

4.8 The client/passengers on the charter vessel, their luggage, goods and personal items are carried entirely at their own risk and the Carrier accepts no responsibility for damage; including death, injury, delay or loss of any nature arising out of incidents related to the Cruise or any service additional to it (including transport of any passenger, luggage, goods and effects to and from any wharf or jetty and including any substituted method of carriage as otherwise provided in these terms), and the client/passengers for themselves and their legal personal representatives renounce all claims against the Carrier in respect thereof whether same may be due or alleged to be due to negligence or misconduct on the part of the Carrier or not.



4.9 The Carrier reserves the right with / without reasonable notice to substitute any ship before the commencement of the cruise, to alter or omit an advertised stopping place and to commence the cruise before or after the commencement time advertised or announced for its departure. All these Terms and Conditions shall extend to carriage by any substitute ship.

4.10 Unruly, drunken, illegal or dangerous behaviour may, at the sole discretion of the Master, result in the immediate ejection of any and all passengers at the nearest permissible wharf area with no refund.

4.11 The client/passenger is not permitted to take on board the vessel any liquor and the client/passenger acknowledges that the Carrier is not permitted to sell liquor on the vessel while the vessel is berthed. By law all bars will close at least 20 minutes prior to disembarkation. This condition is subject to variation by the Carrier. Client/passengers must accompany any consumption of alcohol with food.

4.12 The availability of alcohol is at the Carrier's discretion. Alcohol will only be served to those over 18 years and only if the majority of guests on board are over 18 (Proof of Age necessary). Extra security and over 18 ID validation mechanisms will be implemented to control alcohol consumption. No beverages can be brought onto the boat, with discretion bag searches and belongings may be inspected and any alcohol found will be confiscated. Intoxicated client/passengers will be refused entry to the vessel and, if at any point guests are intoxicated, at the sole discretion of the Carrier may result in the immediate ejection of client/passengers at the nearest wharf and water police may be called. Please note that it is not permitted for individuals to carry liquor from the vessel on disembarkation.

4.13 The client agrees to indemnify and hold harmless the Carrier, its agents and employees, from and against any and all losses, claims, actions, costs expenses, fees, damages, fines and liabilities (including reasonable legal fees) caused by any negligent act or omission by the client or members of the clients group. The Carrier is not liable for any death, loss, damage or injury to any person or property which occurs and is attributable to or associated with:

- i. Failure to follow any reasonable direction given by the master or crew;
- ii. Failure to comply with any of these Terms or Conditions;
- iii. Failure to comply with any warning sign;
- iv. Unreasonable or unsafe behaviour





- v. Wilful misuse of the equipment or facilities of the vessel
- vi. Intoxication or the use of prohibited drugs

4.14 BYO Catering: The client/passenger agrees to be responsible for providing all necessary catering items including; crockery, cutlery, napkins, serviettes, linen etc. Use of the galley facilities (ovens, dishwasher, heating facilities etc.) is available for a hire fee of \$250. A combined hire charge of \$500 applies to the use of the carriers catering equipment inclusive of those listed above and rubbish removal. The client/passenger is also responsible for cleaning of the vessel and providing wait staff, however, you must use one of our staff (at an additional cost of \$250) to assist and supervise the kitchen use.

4.15 The Carrier may arrange for substitute carrier to undertake the cruise covered by these Terms and Conditions as a result of which the same Terms and Conditions apply.

4.16 Cancellation of a charter will incur the following fees for any reason other than the default of the Carrier:

- A. 20% of the deposit within 2 months of the booking date
- B. 50% of the deposit if within 1 – 2 months of the booking date
- C. 100% of the deposit if within 4 weeks or less of the booking date
- D. 50% of the total cruise cost if 1 Week or less of the booking date

These fees may be varied at the discretion of the Carrier.

4.17 The client shall provide a confirmation of numbers to the Carrier at least 7 days prior to the commencement of the cruise, we will reconfirm these numbers 48 hours prior to departure. However, should the client have cause to increase the numbers within this period, the Carrier will make every reasonable effort to accommodate the change.

4.18 At the sole discretion of the Carrier, a bond may be required as deposit against any potential damage. The bond does not imply a maximum liability whatsoever nor change any of the requirements for the client/passenger to indemnify the Carrier as shown in the Terms and Conditions above.

4.19 The client will be responsible for the cost of damage to our vessel/s including but not limited to objects, fixtures, furniture and equipment. Decorations, including but not limited to





signs, banners, balloons, flowers, streamers, may only be displayed if approved by us prior to the event. No nails, screws, adhesives or fastenings can be used without our consent prior to the booking. Children must be supervised by a parent or guardian whilst on our vessel/s at all times.

5. Catering

5.1 A minimum deposit of 30% will be paid upon confirming a catering booking unless otherwise agreed. If the total value of the booking is under \$600, full payment must be made. Deposits may increase during seasonal demand. Full payment shall be made 14 days prior to the booking. Catering bookings made less than 14 days prior, must be paid in full at time of confirmation/booking. Menus are subject to seasonal change and produce availability.

5.2 Cancellation of Catering will incur the following fees:

- A) 50% of the deposit within 14 days of the booking date
- B) 75% of the deposit within 7 days of the booking date
- C) 100% of the deposit if within 24 hours of the booking date, or if there is a No show
- D) 100% if moving the date of a booking less than 7 days prior of the original booking date. Unless we agree otherwise, in which case fees may still apply for the administration and other costs already incurred by the business

5.3 Confirmation of final numbers must be done 7 days prior to the booking. We will reconfirm these numbers 48 hours prior to the booking. Refunds will not be given for a reduction in numbers unless otherwise agreed by us.

5.4 Minimum spend for catering is \$300. All catering must be finalised 14 days prior to the booking. Any changes made after this will incur an administration fee of \$50 per variation, and may cause additional cost to the client if the variation causes additional cost to execute the change e.g. additional cost of ingredients for a menu change.

5.5 The client must provide all details of any special dietary requirements or allergies for their guests, at either the time of enquiring, or within 14 days of the booking date. The client will incur a surcharge of 10% applied to all catering requiring dietary or allergy alterations. We will endeavour to provide for the requirements, but this cannot be guaranteed.





5.6 Catering on Public Holidays attract a 20% surcharge and applies to all fees and charges, which includes but is not limited to, deposits, hire fees, Food & Beverage charges and Equipment Hire.

5.7 Catering will be delivered to the location specified at the specified time. Cool meals may be delivered earlier, if a fridge is available at the location. Catering requiring delivery outside trading hours of the Marina Café and Bar will incur a 10% surcharge. If staff are required to stay overnight a flat fee of \$250 will be charged.

5.8 Equipment and sundries can be hired, including a mobile bar (with bartender and liquor licence – Terms and Conditions apply see 2.11, 2.12, 2.13, 2.14), coffee cart (with barista), trestle tables, serving platters and utensils. Additional fees apply. A credit card must be provided at the time of booking to secure the hired items. Damage items will be charged to the client at the replacement cost.

6 Weddings

6.1 Marina Cafe & Bar provide event Management, including Wedding Coordination on Cockatoo Island. For a full list of service options see the ‘Weddings’ service guide.

6.2 All weddings managed for the client will incur a \$3500 fee for event management. This includes up to 50 hours of management for the client (guests up to 150). The event management covers all paperwork completion, wedding consultation, event design/wedding planning, logistic coordination, operation management on the day and event host on the day.

6.3 All weddings are subject to strict safety, noise, waste, and liquor guidelines, and must be approved by the SHFT. The final decision rests with the SHFT.

6.4 Areas for weddings that include the service of alcohol will be defined in area by us, and agreed to by the client, however all spaces on Cockatoo Island must remain ‘open’ and ‘accessible’ by the public.

6.5 Extra charges may be incurred by the SHFT for items such as liquor permits, extended venue hire, after hours Ranger calls. At any time these charges may apply. All extra charges will be passed on to the client and are payable prior to their event. All extra charges will be invoiced and the client will be notified in writing.





6.6 Security guards are required for all weddings. Two Guards are required for weddings over 100 people and an extra guard is required for every 50 guests thereafter.

6.7 Wedding catering of food and beverage can be supplied by Marina Cafe & Bar as per conditions under section 5 'catering'.

6.8 For weddings over 150 people or for formal sit down catering options, catering is contracted by Marina Cafe & Bar in agreement with and in full knowledge of the client. Costs for these contactors are reflected in the clients invoice and payable by the client in accordance with their invoice terms.

6.9 10% surcharge on catering (food and beverage) is charged for off site delivery for weddings and events outside Marina Cafe & Bar licenced premises.

6.10 In the event that an off site wedding is at night, adequate lighting will be needed for safety purposes. Marina Cafe & Bar will subcontract a licensed lighting company and this fee will be reflected in their invoice.

6.11 The terms and conditions for weddings are not exhaustive and may change at any time.

6.12 Full payment is due for weddings 3 months prior to the event date following finalisation of all event details with your wedding planner. Instalment payments can be organised.

6.13 Cancellation of the wedding (outside of three months) incur a surcharge of \$3500 and/or loss of deposit- whichever is greater. Within three months wedding cancellations or 'change of mind' will incur a \$5000 'no show' fee. Weddings cancelled within 2 weeks of their event date incur \$10,000 fee or 80% of the total figure for events under \$15,000.

7 Large Scale Events

7.1 For all large scale events greater than guests over 500 or for formal weddings of 150 people requiring large scale event design, planning and logistics. The event management company; 'Phoenix Creative Management' will be engaged as a subcontractor to manage the event in conjunction with us. Prices will be given on consultation by formal quote.

8 Additional Liability conditions





8.1 We do not accept any liability for non-completion of a booking or delays arising as the result of strikes, riots or lockouts, adverse weather conditions, loss, damage or cancellation due to fire, flood or any other cause beyond our control.

8.2 We do not accept liability for clients, passengers or guests with allergies or intolerances that may result in severe or lethal consequences. We follow safe food handling procedures, but we do not guarantee any food or beverage item served to be completely allergen free or free from substances that cause intolerances.

8.3 We reserve the right at any time to cancel the booking/cruise or vary the booking/cruise for any reason and shall not under any circumstances be under any liability to the client/passenger/guest for failure to undertake the booking/cruise at the scheduled time or at all.

9. Payment

9.1 All prices that are quoted include 10 % GST. We accept payment via bank transfer, credit card, or through the direct link provided on your invoice. Please note that credit cards payments will incur an additional charge of 3% to process American Express. Credit card fees can vary at any time, subject to additional processing costs applied by our financial institution.

10. Engagement of Subcontractors

10.1 We reserve the right to engage in the use of subcontractors to provide part of or all of the services and products in which we have quoted to complete on your behalf. In most circumstances, the use of subcontractors will be advised to you at the time of quotation, however, in some circumstances we may be required to engage a subcontractor under certain circumstances where we require additional support to fulfil the requirements of your booking. Additional costs will not be incurred by you for the engagement of a subcontractor if this is the case.

11 Client Responsibilities

11.1 The client is responsible for providing clear and correct information to us in regards to the booking. This includes, but is not limited to:





A) Correct dates, times, locations and contact details. If the booking is an event or cruise, the client must review their invoice and Run Sheet provided and sign off once everything is confirmed. If services have been engaged for your event/cruise that requires access to our venue or vessel/s, all details must be provided for the Run Sheet at least 30 days prior to the booking.

B) All dietary requirements for your guests

C) A valid credit card, details to be provided at the time of booking

12. Insurance

12.1 We have public liability insurance up to the sum of \$20,000,000. Copies of insurance certificates can be provided to those companies requiring this for legal reasons.

12.2 We advise you to take out separate insurance for your event. This will cover possible loss or damage to our equipment, or that of our suppliers, used at your event.

13. COVID -19 - Cockatoo Island Weddings only (For all other booking, see the Amendment to Terms & Conditions form, which will be forwarded to you with your quote)

13.1 The Marina Cafe & Bar adheres to Public Health (COVID-19 Restrictions on Gathering and Movement) - Current order number - as published (most recently) as part of the Public Health Act (2010) Department of Health, NSW Government.

13.2 From the 1st June, all events and weddings will be required to submit a COVID safe plan - specific to each event. The operator will work with the client to complete and submit this plan to the SHFT.

13.3 In the Event that these restrictions prohibit the operation of an event being managed by Marina Cafe & Bar, such as an outbreak, the operator will work with the client to reschedule the event to a later date.





13.4 In the event that sudden (within 7 days of the event) restrictions are enforced by the Government under the public health act, the client will be liable for all perishable and subcontracting or external hire costs only such as food and furniture hire cost incurred by the operator. The operator will work within all its power to recuperate any external costs incurred from subcontracting and hire companies. In the case that money is refunded from external suppliers - this refund will be handed onto the client.

13.5 In the event that the wedding cannot be rescheduled due to strict and foreseeable long term (more than 12 months) restrictions enforced by the Government; A refund of all venue hire, licencing and management fees will be passed on to the client. This refund will be applicable for events cancelled within 3 months of their event date. For events less than three months from their date, a full refund of venue hire will apply and 50% of the event management fee will be refunded.

14 Privacy

14.1 We take the privacy of our clients seriously. Personal information collected by us is kept secure at all times. Credit card details taken prior to a booking, are destroyed once full payment has been made for any additional items added during the duration of a booking, that was not covered in the quotation e.g. Bar tabs.

14.2 We will not share your Personal Information with third parties without your consent unless they are engaged by us as a subcontractor or substitute carrier, who will require these details to assist us in providing services to you. We engage service providers who do not use or disclose your Personal Information for any purpose other than the services for which they are engaged to provide. At no stage will a subcontractor or substitute carrier be given your credit card information.

14.3 We may disclose Personal Information to other persons or organisations if required to do so by the order of a court or tribunal or if the disclosure is otherwise authorised or required by law. For example, Personal Information may be disclosed where it is necessary to eliminate or minimise a risk to public health or safety, investigate or deal with unlawful activity or serious misconduct or establish or defend a legal claim.

14.4 We do not engage in any third party marketing.





14.5 We may use your Personal Information to provide you with further information about our products and services. Direct marketing from us generally takes the form of direct mail or electronic marketing (email, SMS, MMS, social media or other electronic means). If you do not wish to be contacted with such information, you may opt out of receiving our direct marketing at any time by emailing melissa@secruises.com.au

14.6 Subject to any legal restrictions, we will let you know what Personal Information we hold about you if you ask us to. If your request is particularly complex, or requires detailed searching of our records, there may be a cost to you in order for us to provide this information.

15 Statutory Rights

15.1 Nothing in these terms and conditions shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of goods and services or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State or Territory statute which by law cannot be excluded, restricted or modified provided that to the extent that any such statute permits the Carrier to limit its liabilities to compensate or indemnify any person for such breach of a condition or warranty thereby implied, then the respective liabilities of the Carrier for any such breach shall be limited in the case of goods to the replacement of the goods or supply of equivalent goods and in the case of service to the resupply of those services.

16 Applicable Law

16.1 The conditions shall be governed by and construed in accordance with the laws of New South Wales and any proceedings against the Carrier shall be brought in that State.

17 Acknowledgement

I _____ have read and fully understand the above Terms and Conditions and agree to the terms as outlined.





I also acknowledge and agree to the services to be provided by Sydney Event Cruises PTY LTD (T/A Marina Cafe and Bar) as outlined on the Quote supplied along with the above Terms and Conditions (Quote Number:).

I understand that any breach to the above Terms and Conditions, may result in compensation being sought by Sydney Event Cruises PTY LTD (T/A The Marina Cafe and Bar).

I confirm, if signing on behalf of a business or organisation, that I am authorised to sign this document on behalf of the said business or organisation.

Name: _____

Business/Organisation (if applicable): _____

Signature: _____

Date: _____

Witness Name: _____

Signature: _____

Date: _____

