

# M.V. MARY ANN



## **MOAMA RSL, AS THE OWNER AND OPERATOR OF THE M.V. MARY ANN, WEDDING AND FUNCTIONS TRADING TERMS AND CONDITIONS:**

- The following trading terms and conditions apply to the use of the M.V. Mary Ann being the “Function Centre” for ceremonies and functions. They are to be carefully read and signed upon acceptance;
- Venue Hire Charges – Venue hire charges apply to the M.V. Mary Ann, these are outlined in the fees and charges;
- Exclusivity - The M.V. Mary Ann offers exclusivity of the entire vessel for your private function. Receipt of the required deposit payment confirms the exclusive use of the M.V. Mary Ann. The M.V. Mary Ann does not offer exclusivity to either the Upstairs or the Downstairs as “stand alone” separate areas;
- Wedding Ceremony Times – this will need to be confirmed with the Function Manager prior to confirming your booking;
- Venue Hire Charges include – 1. Function Manager will be on site for the full duration of the event. 2. Duration of events need to be confirmed in writing prior and need to be signed off by the customer. 3. Equipment – the M.V. Mary Ann include (chairs, tables, registration signing table with linen and chairs). If any additional furniture is required it will be hired at the customer’s expense. Only the M.V. Mary Ann preferred suppliers may be used for this purpose unless prior agreement. 4. We do not provide security if this is required the customer will need to advise the M.V. Mary Ann Function Manager and this will be organized at the customers expense. Access is provided for up to a maximum of 3 to park at the front of the M.V. Mary Ann for the duration of the event, all other cars should find adequate parking on Watson Street. Buses will be required to drop guests at the designated area on Watson Street;
- Wet weather Contingencies – In the unfortunate circumstances of bad weather we can provide an alternate indoor option for your ceremony. Additional charges may apply for cleaning;
- Rubbish Disposal – all rubbish is to be placed in the bins provided any extra-large rubbish items will need to be taken away from the premises for disposal;
- Deliveries – The M.V. Mary Ann must be made aware of, in advance, of any delivery to be made in connection with your function. Bump in times are strictly from 11.00am – 1.30pm on the day of your function. All equipment installed for your function must be removed prior to 10.00am on the following day of your function. Bump in and bump out times cannot be changed without the prior written agreement of the M.V. Mary Ann Function Manager;
- Maintenance of Facilities – The customer must maintain the vessel and mooring in the same condition as at the commencement of the event, the customer will be held financially responsible for any repairs, replacements or other loss of damage caused by the customer, their guests, employees, contractors, patrons, or any other persons associated with them;
- Displays and Signage – Nothing is to be nailed, screwed, stapled adhered or otherwise affixed to any wall, door, surface or part of any internal or external of the vessel and/or mooring;
- Confetti – confetti, rice, bubbles, rose petals, scatters and sparklers are not permitted on the M.V. Mary Ann or mooring. If any of these items are used a cleaning fee of \$500 will apply;
- Confirmation of Bookings – If the customer does not confirm the booking by signing this form and the fees and charges form, and does not pay the deposit of Booking Fee then M.V. Mary Ann reserves the right to release the date for re-sale;
- Final numbers – Final guest numbers, special dietary requirements, beverage package, guest seating plan and menu selections must be confirmed no less than 14 days prior to your function. No changes to final numbers can be made after this time;
- Payment terms – 1. All fees will not be counted as paid until funds are cleared funds, the Booking Fee is required as a deposit to confirm the booking. This amount will be applied against the final tax invoice. Until these monies are paid the M.V. Mary Ann reserves the right to allocate the date to another party. 2. The remaining balance plus any other extra items are payable in full 14 days prior to the event inclusive of any merchant fee credit card charges. 3. Any additional charges incurred at the event will need to be paid the same day as the event, for example extra time on the drinks package this can be paid via credit card;
- Non-Payment – If the customer does not for fill the payment obligations then the M.V. Mary Ann has the right to terminate the agreement;
- Cancellation/Postponement – In the regrettable circumstances that a customer cancels an event, the M.V. Mary Ann shall be entitled to the following payment – 1. If the cancellation or postponement is notified 120 days or more prior to the date of the event, 50% of the deposit will be retained. 2. If the cancellation or postponement is notified at least 30 days prior to the event but less than 120 days, the full deposit will be retained by the V. Mary Ann. 3. Any expenses over and above the deposit amount that the M.V. Mary Ann has incurred the customer will be invoiced for the difference, this invoice is payable within 14 days. All cancellation fees and charges to be applied will be at the discretion of the M.V. Mary Ann management;
- Taxes – All our pricing and charges include goods and services tax;
- Wedding rehearsals – To be organized 14 days prior to the event with the M.V. Mary Ann Function Manager;
- The M.V. Mary Ann operates under the RESPONSIBLE SERVING OF ALCOHOL NSW CODE. The M.V. Mary Ann reserves the right to refuse the service of alcohol to any patron, who is, under the age of 18 years, unable to provide proof of age, is quarrelsome or disruptive or we believe, nearing intoxication;
- Minors – A minor is defined as any person under the age of 18 years. All children under the age of 18 years are required to be supervised at the function at all times;

# M.V. MARY ANN



- Presents – We will provide a gift table for your function however the M.V. Mary Ann takes no responsibility for the security of items left unattended. The M.V. Mary Ann will not take responsibility for any damage or loss to personal items before, during or after the event. This includes any such items in transit. It is recommended that all valuable items are removed from the M.V. Mary Ann at the conclusion of your function;
- External Food and Beverage – In accordance with current licensing laws, no food or beverage may be brought or taken onto or taken away from the M.V. Mary Ann by anyone associated with your wedding with the exception of Wedding Cake. The M.V. Mary Ann can cut and serve your wedding cake for guests at an additional charge. Any food items associated with a Wedding Cake display such as biscuits, cakes, slices and cheese will also incur additional charges. All such food items must be confirmed with the M.V. Mary Ann Function Manager at least 14 days prior to your function;
- Smoking – The M.V. Mary Ann is a non-smoking function vessel and smoking is not permitted at any time on the vessel or Mooring during your function;
- Table arrangements – It is your responsibility to provide place cards, menus, centre pieces and additional items like gifts, floral arrangements, bonbonniere and vases. The M.V. Mary Ann can assist with theming if required and additional charges will apply according to your requirements;
- Indemnity to the M.V. Mary Ann – The customer indemnifies the M.V. Mary Ann to the fullest extent of the law from and against – 1. All claims, demands, writs, summonses actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature which the M.V. Mary Ann may suffer or incur in connection with the loss of life, personal injury or damage to the property incurred or suffered directly or indirectly in connection with this agreement, the use of facilities by the customers, its servants, officers, contractors, guest, members, patrons and invitee's or any other person associated with them except where such injury, loss or damage arises by reason of an act or omission of the M.V. Mary Ann staff, or its agents or subcontractors. 2. The M.V. Mary Ann is not liable or responsible to the costumer or any servants, offices, contractors, guests, members, patrons and invitees or any other persons associated with them for any loss of life, personal injury or damage to or loss of property which may be suffered at any time of the facilities except where such injury, loss or damage arises by reason of an act or omission of the M.V. Mary Ann staff, employees, agents or subcontractors;
- Premature Termination – The M.V. Mary Ann shall be entitled to cancel the contract without notice if; (a) The customer fails to fulfil any of its obligations laid down in the contract. (b) The customer alters the purpose of the function without the approval of the M.V. Mary Ann management. (c) The M.V. Mary Ann becomes aware of conditions under which the execution of the function could jeopardise public safety or order, or potentially involve an unacceptable risk of personal injury or damage to property;
- The basis of this agreement and performance of the M.V. Mary Ann is contingent upon the ability of the M.V. Mary Ann to complete the same, and is subject to labour troubles, disputes, strikes or picketing, accidents, governments requisitions, restrictions upon travel, transportation, food, beverages, or supplies, plant or equipment failure, cessation or interruption of electricity or gas supplies, and other causes whether enumerated herein or not, which are beyond the M.V. Mary Ann control. In no event shall the M.V. Mary Ann's liability be in excess of the total amount of the food and beverage contracted heretofore;

I/We	(Name)
Of	(Company)
At	(Address)
(post code) agree that I/We	

Have read, understood and accepted the above terms and conditions. I/We also accept these terms and conditions in conjunction with the M.V. Mary Ann Fees and Charges schedule and agreements (Where applicable)
(Signature/s)
(Date)