



## KALLESKE WINES PRIVATE FUNCTION TERMS & CONDITIONS

The Kalleske Wines Cellar Door veranda and garden is available for hire to individuals, organisations and community groups. With modern facilities including brand new industrial kitchen, full bar facilities, undercover veranda and large grassed area the Kalleske Cellar Door Garden can be utilised for a wide variety of functions.

For all function enquiries and bookings please contact:

Kalleske Cellar Door

T 08 8563 4000

E wine@kalleske.com

### HIRE FEES

All fees will be reviewed based on requirements of your function

Venue Hire	\$500
Bond	\$500 (refundable)
Deposit	\$250

#### Additional charges:

Additional staffing - \$50 per hour per staff member (dedicated staff member for your event)

*PLEASE NOTE: ALL EVENTS AFTER 5PM WILL INCUR ADDITIONAL STAFFING CHARGE BASED ON EVENT REQUIREMENTS AND AT DESCRETION OF KALLESKE WINES*

Cleaning Fee (payable if venue left in untidy state): \$200

Glassware Hire	Wine glasses \$0.80 per glass
	Water glasses \$0.30 per glass

Glassware Breakage	Wine glasses \$4.00 per glass
	Water glasses \$3.00 per glass

#### PLEASE NOTE:

1. Hire fee includes use of outdoor areas and external kitchen and bar facilities only
2. Hire fee does NOT include a staff member to coordinate your event
3. The Kalleske Wines Cellar Door (indoor area) is NOT available for hire
4. Please note that all prices are correct at the time of publication and are subject to change. Kalleske will confirm all pricing prior to booking.

## **CONFIRMATION OF BOOKINGS**

Kalleske Wines will only hold tentative bookings for 10 working days.

If we do not receive confirmation & a deposit within that time period, we may release the space without further notice.

To confirm your booking, you need to pay a deposit of \$250 and sign & return a copy of Kalleske private function terms and conditions to [wine@kalleske.com](mailto:wine@kalleske.com). The deposit can be paid by cash, credit card or direct deposit. Please contact us for bank details.

## **BOND**

The bond/or part thereof will be refunded by EFT to the person or organisation who made the booking and paid within three (3) weeks of the function.

The bond/or part thereof may be retained for any breakages, damage or cleaning costs.

An inspection of the facilities at the end of the period of hire will take place before return of bond.

The hirer will be charged accordingly any damage or breakages in excess of the bond.

## **FINAL PAYMENT**

Final payment of the remaining portion of your function hire fee must be paid by credit card, cash or direct debit at 14 days before the date of the function. Payment of the balance of wine usage, or any additional incidentals incurred throughout the function, must be paid on the night of the function or as organised prior to the function.

## **CANCELLATIONS**

The deposit is forfeited & non-refundable for all functions cancelled within 30 days of function date. All cancellations must be made in writing. In the function of a cancellation, the following terms apply:

## **ACCESS TO FACILITY**

Keys will not be available for the hirer. A representative of the Kalleske Wines will remain onsite during your specified function time.

## **COMMENCEMENT & VACATION OF VENUE**

Clients are able to setup the morning of the function from 9am. Setup the day prior is strictly at the approval of Kalleske Wines.

All goods must be removed by 10am the morning following the function.

The client agrees to begin & vacate the venue at the scheduled times agreed upon.

Guests who arrive at the venue prior to agreed function commencement time may be refused entry, including service.

All patrons must leave the site by 11.30pm, if patrons are still present a fee of \$100 per half hour will be incurred for staffing wages.

## **DELIVERY & SUPPLY OF EQUIPMENT**

Kalleske Wines will not accept any deliveries or collections on behalf of the hirer.

All equipment and deliveries must be made on the day of the function and the hirer must be on site to accept all deliveries unless organised prior with Kalleske Wines.

Assistance for moving in or out of equipment will only be possible if staff are available although a Labour charge may apply if additional staff are required.

Kalleske Wines will take all necessary care but will not accept responsibility for damage or loss of any client's property in the venue before, during or after a function.

The venue does not have storage facilities and do not accept responsibility for any equipment, goods or gifts at the function or left behind at the conclusion of the function. All equipment and goods must be removed from the venue by 10am the day following conclusion of the function.

## **ALCOHOL & LIQUOR LICENSING**

Kalleske Wines is a licensed venue and all alcohol consumed on the premises and supplied by Kalleske Wines unless approved prior to function.

All beverages are to be consumed on the premises.

Strictly No BYO alcohol is permitted unless organised prior to function.

It is illegal to serve alcohol to any persons/s who we believe to be intoxicated & we reserve the right to refuse service to any such person/s.

It is illegal to serve alcohol to any person/s under the age of eighteen (18) years & we reserve the right to request suitable identification to prove this.

Failure to comply could result in legal, liability & compensation issues & closure of the bar forthwith, with no compensation.

The Kalleske Liquor Licence allows for a maximum of 75 attendees at any one time.

Staff reserves the right to refuse service to intoxicated persons or people behaving inappropriately.

Fridays and Saturdays: all functions must conclude no later than 11.00pm and guests are to off the premises by 11.30pm. Last drinks will be served at the bar at 10.45pm and no later.

Sunday to Thursday: all functions must conclude no later than 9.00pm and guests are to off the premises by 9.30pm. Last drinks will be served at the bar at 8.45pm and no later.

Kalleske Wines suggests that a limit be set before the function and monitored by the bar staff and when the limit is reached, the client will have the option to close or extend the limit.

## **WINE**

Kalleske Wines is a licensed venue and all alcohol consumed on the premises and supplied by Kalleske Wines unless approved prior to function.

All beverages are to be consumed on the premises.

Strictly No BYO alcohol is permitted unless organised prior to function.

Purchase of wine at your function will need to be approved prior to your function. A minimum quantity of wine must be purchased before your function and any remaining wine is your wine to keep.

Kalleske does not allow 'on consumption' unless a Kalleske staff member is responsible for wine sales at your function.

## **CLEANING**

Standard cleaning prior to the event and is included in the package cost. We reserve the right to charge you an additional amount where the function creates cleaning requirements beyond what we consider to be reasonable for that kind of function.

The venue must be left clean and tidy by the hirer and will be inspected before any bond is refunded. Some cleaning equipment is available.

Cleaning of the facilities includes:

- Veranda area must swept and tables left clean.
- All rubbish from the function must be removed
- Toilets are to be left a tidy state
- Kitchen must be mopped and all benchtops and appliances are to be washed appropriately
- All furniture is to be returned to its original position, and left in a clean state
- The hirer must remove all equipment brought on site prior to the finish time of the hire unless negotiated with Kalleske Wines
- Table scatters, confetti, rice are strictly not permitted within the buildings or grounds of Kalleske Wines. Should table scatters, confetti or rice be used, a \$200.00 cleaning fee will be incurred by the client.

## **DECORATIONS**

Strictly no fixed electrical equipment such as lights, etc are to be used to support decorations.

No decorations are to be attached to the walls, ceiling, posts or trees that will cause any damage.

Charges will be incurred to the client for repairs arising from unauthorised actions.

Table scatters, confetti, rice are strictly not permitted within the buildings or grounds of Kalleske Wines.

## **BREAKAGES**

The hirer is responsible for reporting any breakages or damage. Any charges for breakages or damage will be deducted from the bond and the balance will be refunded to the hirer. The hirer will be charged accordingly any damage or breakages in excess of the bond.

## **CAR PARKING**

Please ensure all guests use the Kalleske Wines car park or park appropriately and not to impeded on adjoining premises during your function.

## **SMOKING, ILLICIT SUBSTANCES**

Kalleske Wines is NO SMOKING venue and smoking is strictly prohibited on the premises

Possession or consumption of illicit substances will not be tolerated in any form.

## **MUSIC & ENTERTAINMENT**

A basic permanent bluetooth sound system is available for use by the hirer.

Any additional music and sound equipment is the responsibility of the hirer.

Music sound levels must be kept at a reasonable level, and music must finish by 11.00pm.

The hirer is responsible for ensuring the noise levels comply with all relevant noise restrictions.

## **INSURANCE**

The Kalleske Wines is covered by Public Liability Insurance, however it is the Hirer's responsibility to protect themselves against liability at law for injury to or death of any person or damage to any property as the result of the hire and use of the facility or the breach of any law or regulations by the Hirer or any person using the facilities with the Hirer's permission.

The Hirer indemnifies the Kalleske Wines and their officers, members, guests as the Landlord of the premises, for any claim, loss, damage, or expense (including but not limited to any injury to or death of any person, or damage to any property) suffered or occurred as a result of the hire and use of the facilities or a breach of any law or these regulations by the Hirer or any other person using the facilities with the Hirer's permission.

The Hirer shall and ensure that users of the facility comply with all laws which apply to the Facilities including but not limited to, the Health Act and Regulations (relating to handling and selling of food, the Environmental Protection Act and Regulations (relating to noise abatement), Liquor Licencing Act and Copyright Act (relating to the use of music).

Failure to adhere to these regulations may result in hirer having their agreement terminated, or future applications to hire the facilities denied.

## **CLIENT CONFIDENTIALITY**

Kalleske wines Cellar Door Manager and/or staff will only liaise with the client, client's confirmed suppliers, & function point of contact. Please nominate 14 days prior one function point of contact for the duration of the function. Additional third parties such as parents, siblings & friends are not appropriate to discuss & finalise function details unless otherwise confirmed. All official correspondence will be through the client, client's suppliers, & the point of contact only.

## **CIRCUMSTANCES BEYOND CONTROL OF KALLESKE WINES**

If Kalleske Wines is unable to provide the facilities or any arrangements for your function due to circumstances beyond Kalleske Wines control such as natural disaster, Kalleske Wines is not responsible for any costs, damages or expenses that you may suffer or incur and will either reimburse any amounts paid (less an amount equivalent to Kalleske Wines costs).

## **RESPONSIBILITY OF HIRER**

The client assumes responsibility for all damage caused by them, their guests, invitees or other people attending the function, whether in the function area or in another part of the Kalleske Wines venue. The client is responsible for costs to cover damage to the venue or to Kalleske Wines property. The client is responsible to conduct the function in an orderly manner & in full compliance with all applicable laws. We reserve the right to intervene if a function's activities are considered illegal, noisy or offensive. Management reserves the right to exclude or remove persons without liability. All will comply with all reasonable instructions of any of our staff members in relation to your use of the venue.



PRIVATE FUNCTION AGREEMENT

Name: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

Function Type \_\_\_\_\_

Function Date \_\_ / \_\_ / \_\_\_\_

Payment details – please circle method

Bank Transfer - please contact Kalleske Wines for Direct Debit details.

Cheque

Cash

Credit Card: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Expiry date: \_\_ / \_\_

Cardholders Name: \_\_\_\_\_

Amount: \$ \_\_\_\_\_ Description: (last name & function date)

Details of special requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Hirer's Agreement

I have read, and accept the terms and conditions outlined in this agreement:

Name of Hirer \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_