



SKYE SUITES
PARRAMATTA

TERMS & CONDITIONS

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The Client is asked to read carefully all of the provisions of the Contract concerning their group, complete and sign the Event Confirmation and return the entire Contract to the Hotel before the expiration of the validity of the offer. The Contract must be duly dated and signed by the Client and returned with the required payment(s) for the Contract to be registered and the requested reservations made by the Client to be confirmed. If the Hotel accepts a change prior to the Contract being signed by both parties and receipt of first deposit, a new Contract offer will be drawn up which will cancel the previous offer. Any changes to provisions of the Contract after its signature will not be effective until a rider has been drawn up and signed by both parties, of which the main Contract is an integral part. Please note that the allocation of the Conference and Banquet rooms depends on the number of guests listed in the Contract. The Hotel reserves the right to change the initial allocation of these rooms, on condition that this does not affect the proper course of the function organised by the Client.

DEFINITIONS

For the purpose of these terms and conditions, the following definitions apply:-

"Function Details" means the Banquet Event Order form provided to you prior to your function.

"Set Up" shall mean the setup of any event including delivery or holding times of any equipment or goods within the hired function space.

"Pack Down" shall mean the break down and pack up of any event including the removal or holding times of any equipment or goods within the hired function space.

"Business Day" means any day from Monday to Friday inclusive except public holidays.

"Estimated Accommodation Charge" means the amount calculated on the basis set out in the Hotel's proposal letter.

"Estimated Function Charge" means the amount calculated on the basis set out in the Hotel's proposal letter.

"Hotel" means SKYE Hotel Suites Parramatta and its managers, officers, employees and authorised agents (SKYE Suites V Pty Ltd ABN: 69626055561)

"Hotel Premises" means the premises situated at 30 Hunter Street, Parramatta NSW 2150.

ENTIRE AGREEMENT

Subject to amendments these Terms & Conditions will constitute the entire agreement of both parties and supersede all prior discussions, negotiations and agreements in relation to the group.

TENTATIVE

The Hotel will hold a tentative booking for a period of no more than seven (7) Business Days from the date the Hotel accepts your booking with a signed contract, after which time, if a security deposit has not been received, reservations for function or accommodation rooms will be released without notice.

CONFIRMATION OF CONFERENCE AND CATERING

The Hotel must receive all confirmations in writing

Confirmation of a tentative booking is subject to:

- a) Payment to the Hotel of a security deposit
- b) Receipt by the Hotel of a duly executed copy of the contract including the Terms & Conditions.
- c) Receipt by the Hotel of both (a) and (b) above within ten (10) Business Days from the date of written instructions described

For tentative bookings made seven (7) days or less prior to the event, confirmation of the booking is subject to receipt by the Hotel of both security deposit and duly executed contract with Terms & Conditions within twenty-four (24) hours of making the booking.

Non compliance with any or this entire clause, without the written approval by the Hotel, may result in the release of function or conference space and furthermore, the tentative or confirmed booking may be cancelled.

The Hotel reserves the right to relocate function space at its' sole discretion, although every effort will be made to inform the organiser in advance.

CONFIRMATION OF ACCOMMODATION

All confirmations for accommodation must be in writing.

Confirmation of accommodation room block is subject to payment of an initial non-refundable deposit to be paid within seven (7) Business Days from the date of written instructions

A preliminary rooming list is required thirty (30) days prior to arrival.

A final rooming list must be provided no later than fourteen (14) days prior to the group's arrival. The rooming list must contain the names of persons in the group who will be staying at the Hotel, the date of arrival and departure for each person, the estimated time of arrival of each person.

All rooms not utilised on the rooming list will be released from the block and will be subject to a fee in accordance with 'Cancellation, Postponement & Attrition Fees'. If more rooms are required, they will be subject to availability and "Best Unrestricted Rate".

If there is non-compliance with any or this entire clause, the Hotel gives no guarantee that it will have accommodation rooms for the group and may release all block bookings made.

The Hotel will require a credit card imprint from each guest upon check in to cover any additional charges that are the responsibility of the guest.

ROOMING LISTS

Final rooming list should comprise the following information:

- Name of guest (please underline surname or family name) and name of sharing guest where applicable
- Date of check-in with arrival transport details
- Date of check-out with departure transport details
- Room category
- Billing instruction of each guest
- Credit card details as guarantee of room reservation or provide a one-night room deposit

Please note accommodation rates, unless specified are variable and will fluctuate with market demand. On occasions of high occupancy or predicted nights of high demand such as those that occur when large public events are hosted within the city, the hotel reserves the right to enforce a minimum stay requirement.

RATES

- All rates within the contract are inclusive of 10% GST and quoted in Australian Dollars.
- Accommodation rates are commissionable at 10% to bono fide PCO's and travel agents.
- Accommodation rates are based on Single or Double Occupancy.
- Maximum guest room occupancy is 3 Adults or 2 Adults + 1 Child.

SECURITY DEPOSIT

To maintain your booking, a minimum deposit of 50% of the Estimated Function and Accommodation Charge, whichever is greater, is required within seven (7) Business Days from the date the tentative booking is made.

Final payment of the Estimated Function and Accommodation Charge is required thirty (30) days prior to the event. The Hotel reserves the right to request full prepayment when either the accommodation or function falls over periods of high demand.

For tentative bookings made seven (7) days or less prior to the event, the security deposit will be for the sum of the Estimated Function and Accommodation Charge and is payable by Close of Business on the day the tentative booking is made.

Security deposits are non-transferable and non-refundable under any circumstances.

PAYMENT

Final payment to the Hotel for both conference and catering and accommodation may be settled:

- a) By cash or company cheque thirty (30) days prior to the event.
- b) Credit Card – All major credit cards are accepted. Deposits, part and full payments made by credit cards attract a surcharge fee of 1.5% (including GST). Note a photocopy of the credit card (front and back) is required.
- c) On credit terms (after approval has been given by the hotel) within 30 days of receipt of the Hotel's invoice

Credit applications must be received at least thirty (30) days prior to the date of the event. The Hotel has the right to use its absolute discretion to approve or reject any application for credit submitted.

If credit is approved, the Hotel will provide a tax invoice on completion. Payment is required within 14 days from then by cash, bank cheque or money order. If credit is denied, another method of payment is to be provided prior to the function.

When using credit cards for security deposits or other payments, a Hotel Credit Card Authorisation form must be completed. In the event that a client nominates to settle an account in full by credit card, the Hotel reserves the right to execute pre-authorisation on the nominated credit card for the value of the Estimated Function Charge forty-eight (48) hours prior to commencement of the event.

The Hotel will process the client's credit card for all charges incurred after or during your event that haven't been pre paid for in advance

Companies or Associations accept responsibility where their delegates fail to pay for sundry delegate charges and where necessary may be sent to the company or association to be honoured within 14 days of departure.

FUNCTION DETAILS AND INSTRUCTIONS

All function details and instructions are not confirmed until such time as the Hotel receives them in writing.

Hotel reserves the right to apply a surcharge or re-quote on said business if number of attendees or function space increases or decreases from the signed proposal or contract.

The Hotel must receive in writing 30 days before the function, particulars of the event including, but not limited to: venue requirements, beverages, menus, entertainment, technical requirements, room set ups, starting and finishing times, set up and break down times.



The Guaranteed Minimum Number of Guests attending a function is required by 10.00am fourteen (14) clear Business Days prior to the event, for catering and billing purposes. Should a Guaranteed Number of Guests not be received, the attendance indicated on the Banquet Event Order will be taken as final. Additional attendees are accepted up until three (3) clear Business Days prior to the event.

The Hotel does not guarantee catering for increases of more than 20% of the Guaranteed Number of Guests, although every effort will be made to meet the catering requirements. Increases in respect to this clause will attract a fee of \$7.50 per person above the Guaranteed Number of Guests with a minimum charge of \$100.00.

If the number of guests attending the function differs by more than 20% from the number of persons notified to the Hotel, the Hotel may review the price charged for catering and may relocate your event to an alternative function room within the Hotel.

The designated function space must be vacated at the closing times indicated on the Banquet Event Order unless an agreement is made between the Hotel and the client for the continued use of the Function space at a nominated cost and provided that requirements are met.

You must ensure that nothing is nailed, screwed or adhered in any way to any wall, door or other part of the building unless prior permission is granted by the Hotel.

The Hotel reserves the right to book additional functions in adjoining rooms without notification to existing clients. All foyer areas are open planned and no client has sole use of the pre-function areas.

Entertainment can be arranged by the Hotel for your function, however the Hotel cannot be held responsible for the performance of the subcontractor.

The Hotel retains complete discretion of music and noise levels at all times to vary or cease entertainment/amplified levels that don't comply with the hotel regulation or which may cause disruption to hotel and conference guests. SKYE Hotel Suites Parramatta must be notified in full detail of any noise/music levels and all entertainment/audio visual arranged by the client is subject to management approval.

Audio Visual requirements are available for hire through the Hotel directly. The Hotel waives all responsibility if the client provides their own audio visual.

All function rooms and indoor public areas at SKYE Hotel Suites Parramatta are non-smoking.

SPECIAL DIETARY REQUIREMENTS

Full Name of guest is required by 10.00am three (3) clear business days prior to your event. If notified within 72 hours of the event additional charges for guests with special dietary requirement will be incurred. Special Dietary Requirements cannot be catered for on the day of your event

SET UP AND PACK DOWN

A period of half an hour before and after the agreed event time is allocated for the purpose of setting up and breaking down of any event. This time may also be already allocated in the contract as 'Client Access'. If more than half an hour is required, then room hire will be applicable on an hourly, half day or full day basis.

CANCELLATION, POSTPONEMENT & ATTRITION FEES

Cancellation/Postponement of bookings must be made in writing.

Postponement of guest accommodation is considered a cancellation. Applicable cancellation fees and charges will apply as per those detailed in this agreement.

Cancellation/Postponement of part functions, inclusive of breakout rooms, will attract a cancellation fee equal to full room hire for each day of cancellation. If a deposit has not been received due to a purchase order number being provided then the original 50% deposit is still to be paid to the hotel as a cancellation fee.

Cancellation/Postponement of functions will attract fees calculated as follows:

- (a) Cancellation/Postponement outside of sixty-one (61) days of the function – the paid security deposit will be forfeited only
- (b) Cancellation/Postponement within sixty (60) days – 50% of the Estimated Function Charge
- (c) Cancellation/Postponement within thirty (30) days – 100% of the Estimated Function Charge

Cancellation/Postponement or Attrition of Accommodation Rooms will attract fees calculated as follows

If you cancel or reduce your accommodation room nights (Attrition):

- MORE THAN 90 DAYS PRIOR TO ARRIVAL: All rooms may be cancelled without any penalty being incurred
- BETWEEN 61 AND 90 DAYS PRIOR TO ARRIVAL: Up to 30% of the remaining accommodation may be cancelled without any penalty being incurred
- BETWEEN 31 AND 60 DAYS PRIOR TO ARRIVAL: Up to 10% of the remaining accommodation may be cancelled without any penalty being incurred
- WITHIN 30 DAYS: All cancellations will incur a fee equal to 100% of the total charges for all cancelled rooms

Postponement of guest accommodation is considered a cancellation. Applicable cancellation fees and charges will apply as per those detailed in this agreement.

The Hotel reserves the right to release the accommodation blocks at its own discretion, on the basis of current booking trends for the conference. Every effort will be made to notify the conference organiser.

Any services or goods organised, booked or ordered by the Hotel at the Client's request and subsequently cancelled, the Client will be liable for the payment in full of all costs and disbursements incurred by the Hotel. Such goods or services may include, but will not be limited to; transport, entertainment, audio-visual equipment, decorations and printing costs.

CIRCUMSTANCES BEYOND THE CONTROL OF THE HOTEL

If the Hotel is unable to provide the facilities or any other arrangements for your function or any part thereof or to otherwise perform the terms of this agreement and the Hotel's failure is due to circumstances beyond its decision or control, the Hotel is not responsible for any costs, damages or expenses that you may suffer or incur.

FORCE MAJEURE

Neither party may be held accountable for any act, omission or circumstance due to an event beyond their control which that party could not have avoided with a reasonable effort, providing it advises the other party in detail and in writing, as soon as possible after the occurrence of the said event, and that it takes reasonable steps to remedy the situation quickly and remove the cause of those acts, omissions or circumstances. These acts, omissions or circumstances shall include but not be limited to:

- War, declared or undeclared, revolution or action taken by public enemies; riots or civil disturbances; strikes, lock outs or work stoppage affecting all or part of the Hotel staff; acts of nature; fire, floods, storms; constraints imposed by any government or public authority; or any other cause that is reasonably beyond the control of one of the other party.
- The duty to remedy any one of these causes quickly in no way includes the duty to end strikes or industrial conflict by accepting the demands of the other party or parties.

RESPONSIBILITY

Should the Hotel be unable to provide the facilities reserved due to circumstances beyond our control, no further claim other than the entitlement to a full refund of any deposits paid may be made. The Hotel will endeavour to provide the organiser with reasonable notice.

BEHAVIOUR

It is the client's responsibility to ensure all their guests behave in an orderly manner during their stay. The Hotel reserves the right to remove any guests from the premises if they behave in a manner unreasonable or potentially disruptive towards the wellbeing of the other guests and staff members.

If the Hotel has reason to believe that a function will affect the smooth running of the Hotel's business, either in regard to security or reputation, Management reserves the right to cancel the function and/or remove any disruptive individuals without liability. The Hotel has no responsibility to you for any costs, damages or expenses that you may incur in relation to the Hotel's termination of your function or event.

The Hotel may exclude or remove any persons or possessions from your function or from the Hotel premises.

COMMISSION

The appointed Agent must claim all commission claims in relation to this contract within 90 days after the last day of the event. If such claim for commission is not made, the agent acknowledges that it has forfeited the right of claim for commission. The bona fide travel agent must claim for commission by way of tax invoice and if requested, supply evidence of correspondence between the hotel and itself in specific relation to this event prior to the issuing of the first contract by the hotel.

DELIVERY AND STORAGE OF GOODS

The delivery of goods will only be accepted by the Hotel two (2) Business Days prior to an event and stored for collection one (1) Business Day after an event. All deliveries are to be received through the Hotel's loading bay. The Hotel assumes no responsibility to accept any items outside these times, unless otherwise arranged and reserves the right to dispose of such items.

The Conference & Events Department must be advised in advance of all deliveries to the Hotel. All deliveries must be marked with the name of the function, date of function and Hotel contact responsible. The Hotel provides delivery slips if required. Whilst every effort will be made to assist in the movement of goods from the loading bay to the function room, assistance will be offered on the basis of staff available at the time.

Clients may be liable for damage caused to them by moving heavy equipment in the function rooms without proper protection to property e.g. – carpets, walls and doors. Clients are requested to check accessibility if equipment is of unusual size or dimensions.

Any items remaining in the Hotel after an event which have not been identified for collection within 24 hours may be disposed of without notification to the client.

THE HOTEL WAIVERS RESPONSIBILITY FOR:



Theft, damage or loss of any goods brought on to the Hotel Premises.

The car parking facility outside the Hotel is a public car park and the Hotel is not responsible for any theft, damage or loss to any vehicles or goods that may occur in the car park.

Any introduction of food to the function not supplied by the Hotel and the effect thereafter.

Damage or loss of merchandise or personal articles left in the Hotel prior to, during or after a function.

LOSS AND DAMAGE TO THE HOTEL PROPERTY

The client will be responsible for all loss or damage to the property of the Hotel including the Hotel Premises and any fixtures, fittings, furnishings or goods on or off the Hotel, caused by or arising from any act or omission by the client, their guests, contractor or subcontractors, or any other persons attending the function or present in the Hotel rooms. Please note that nothing is to be nailed, screwed, stapled or adhered to the wall, door or other surfaces, which are part of the Hotel. Display panels can be arranged through Conference & Events Department. Charges will apply for any damage caused to the Hotel and/or its' furniture and fixtures.

SUBSTITUTION OF ROOMS

The Hotel may assign you to another area or room for your function in the event that the area or room originally designated for your function is unavailable for any reason or the Hotel believes the area of the Hotel originally designated for your function is deemed in appropriate.

The hotel does not guarantee bedding configuration within the accommodation rooms and reserves the right to reallocate accommodation rooms to the same or better standard within the hotels without notice.

FOOD AND BEVERAGE POLICY

The Hotel practices the responsible service of alcohol and we are obliged to inform you that it is against the law for Hotel staff to serve underage or intoxicated guests. We are also obliged by law to remove them from the licensed premises.

No food or beverage may be brought into the Hotel premises for consumption during the event, unless otherwise arranged by management.

No food or beverages are to be removed from the function room.

SURCHARGES

Labour surcharges are applicable to the total food and beverage account for functions held on Sunday @ 10%.

Subject to prior agreement with the Supervisor overseeing the function, your function may be extended, however, an additional room hire charge will be levied. This charge may not be confirmed until the following business day.

Labour surcharges are applicable to the total food and beverage account for functions held on Public Holidays @ 15%. A room hire surcharge will apply if the number of attendees falls below function minimums.

CONTRACTORS

Any contractors or subcontractors appointed by the client or by the Hotel on behalf of the client, must abide by the Hotel regulations and any instructions given by the Hotel while on the premises.

It is the responsibility of the Client to ensure that all actions and activities organised or instituted by the Client which involve the use of the Hotel facilities and hotel services by third party contractors, in all respects, comply with:

- a) Laws of this State
- b) Laws of Australia
- c) All relevant Australian Standards.

The client agrees to submit all third party contractors for prior approval by the Hotel.

To the extent required or permitted by law, the Client agrees that the Hotel is not liable or responsible for any claim, loss or proceeding arising from any loss or damage whatsoever in respect of any injury, loss or damage arising out of or in the course of or by reason of the presence of third party contractors retained by it on Hotel property.

Any contractors or subcontractors appointed by the client will, for the purpose of these Terms & Conditions, be deemed as legal agents for and on behalf of the client and will be bound for performance and liability of these Terms and Conditions.

FIRE, LIFE AND SAFETY

In consideration of the hotel permitting the use and/or hire of the conference and function facilities the hirer and/or user (collectively the 'Client') agrees and acknowledges that:

- a) Client will take all reasonable precautions to safeguard personal safety and that of the delegates
- b) Client and all delegates will conduct themselves in a manner which will not cause harm or discomfort to other users or the Hotel and its facilities
- c) In the event of accident or injury, the hotel is authorised to seek medical assistance for the Client and/or those in his/her company and any costs incurred shall be born by the Client; and



- d) Client is over the age of 18 or, if younger, is accompanied by a competent adult who has signed this form on his/her behalf.

To the extent required or permitted by law, the Client shall be liable for and shall indemnify the Hotel against liability, loss, claim or proceeding in respect of any injury, death, loss or damage whatsoever to any property real or personal in so far as such injury, death loss or damage arises out of or in the course of:

- a) Any act or omission on the part of the Client or its employees, agents, subcontractors or servants
- b) Client's use or occupation of Hotel facilities
- c) The provision of any services or facilities by the Hotel.

Smoke machines, special balloon effects and/or pyrotechnics cannot be operated without the prior authority from the Hotel due to the effect on the Hotel smoke detectors. Should a Fire Brigade respond to an alarm in a function room which has been set off by an unauthorised use of smoke machines, special balloon effects and/or pyrotechnics, the client will be liable for any charges incurred by the Hotel.

The Hotel retains the right to adjust any setup to ensure fire, life and safety codes are not breached

SECURITY

Whilst every effort is made by the Hotel to protect your property and equipment, it is the responsibility of the client to put in place appropriate security measures to guard against theft.

Special tasked security personnel may be required for special events, cost of which will be borne by the client.

GOVERNMENT TAXES, CHARGES & LEVIES

Rates/prices are subject to change without notice due to the imposition of Government taxes, charges or levies.

GST – unless otherwise specified, prices and amounts payable (including any adjustments to price or amounts payable) will include GST at the current applicable rate.

CARPARKING CHARGES OR LEVIES

Limited carparking is available at the Hotel – charges apply.