

EVENT BOOKING FORM



EVENTS@BOTANICGARDENSCATERING.COM.AU

NAME			
ADDRESS			
PHONE			
EMAIL			
EVENT DATE	DAY	MONTH	YEAR
TYPE OF EVENT	WEDDING CEREMONY <input type="checkbox"/>	WEDDING RECEPTION <input type="checkbox"/>	MUSIC CONCERT <input type="checkbox"/>
	FAMILY/ SOCIAL EVENT <input type="checkbox"/>	FUNERAL/ MEMORIAL SERVICE <input type="checkbox"/>	FUNDRAISING/ CHARITY EVENT <input type="checkbox"/>
	COMMUNITY EVENT <input type="checkbox"/>	CORPORATE EVENT <input type="checkbox"/>	COMMERCIAL ENTERPRISE <input type="checkbox"/>
NUMBER OF PEOPLE TO ATTEND			
WILL YOUR EVENT BE TICKETED OR RECEIVE PAYMENT FOR ENTRY?	NOT TICKETED <input type="checkbox"/>	TICKETED BUT FREE <input type="checkbox"/>	TICKETED & PAID <input type="checkbox"/>
EVENT SITE	EVENT CENTRE <input type="checkbox"/>	EVA'S CAFE <input type="checkbox"/>	HERITAGE LAWN <input type="checkbox"/>
	BORASSUS LAWN <input type="checkbox"/>	HOLTZE LAWN <input type="checkbox"/>	FOUNTAIN AREA <input type="checkbox"/>
	CENTRAL GREEN <input type="checkbox"/>	SHADE GARDEN <input type="checkbox"/>	CYCAD GARDEN <input type="checkbox"/>
	COCONUT GROVE LAWN <input type="checkbox"/>	SECRET MOONLIGHT GARDEN <input type="checkbox"/>	AFRICAN/ MADAGASCAN GARDEN <input type="checkbox"/>
SITE ACCESS TIME	START	FINISH	TOTAL HOURS
DO YOU REQUIRE ACCESS TO POWER?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
WILL ALCOHOL BE SERVED AT YOUR EVENT?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
WILL ALCOHOL BE FOR SALE AT YOUR EVENT?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	

WILL YOUR EVENT HAVE ANY OF THE FOLLOWING?			
OUTDOOR DANCEFLOOR <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
STAGE <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
MARQUEE OR SHADE STRUCTURE <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
OUTDOOR LIGHTING <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
FOOD VAN OR KITCHEN/ CATERING <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
MOBILE BAR OR DRINKS STATION <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
TABLES/CHAIRS OR FURNITURE <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
EVENT DECORATION <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
FLOWERS/FLORAL ARRANGEMENTS <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
LIVE ENTERTAINMENT <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
DJ OR SOUND SYSTEM/ AUDIO VISUAL <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
BRIDAL CAR <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION
JUMPING CASTLE OR INFLATABLE <input type="checkbox"/>	SUPPLIED BY	CONTACT DETAILS	VEHICLE REGISTRATION

WILL YOU BE USING AN ALTERNATIVE TO CONFETTI?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
WILL YOUR EVENT BE USING ICE?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
DESIGNATED CLEANER RESPONSIBLE FOR RETURNING SITE IN GOOD ORDER	NAME		CONTACT DETAILS
BOND PAYMENT DETAILS	CREDIT CARD NUMBER		EXPIRY
	NAME ON CARD		CCV
	CARDHOLDER SIGNATURE		

Acknowledgement of Booking Terms & Conditions

SIGNED	DATE
PRINT NAME	
SIGNED ON BEHALF OF BGCC	DATE
PRINT NAME	

TERMS & CONDITIONS

Definitions

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

‘Function Package’ means information provided to you in electronic or paper form, outlining services offered, including but not limited to site fees, food and beverage, equipment hire, staff costs and any ancillary fees associated with your event.

‘Event Booking Form’ means the form completed and signed by you to book your function.

‘Site Fee’ means the sum you pay to confirm you booked date with BGCC for the agreed area for hire for the event.

‘Business Day’ means any day other than Saturday, Sunday or a day that is a public holiday in NT

Interpretation

In these standard terms and conditions:

- a) we, us, our and BGCC means Botanic Gardens Catering Co Pty Ltd ABN:61 168 015 094
- b) you, your means the hiring party, including the bride and groom both separately and together in relation to wedding events
- c) the Site means the Botanic Gardens venue and surrounds made available to hire for the specified time outlined in the event booking form
- d) Manager means the onsite duty Manager on the day of the Function.
- e) Function Date and Date means the date of your Event.
- f) Goods and Services means the goods and services that we agree to provide you pursuant to this Agreement.
- g) Function Package means the cost of services as outlined provided to you, including site fees, food and beverage costs, event equipment hire, staff costs etc.
- h) Price means the total GST inclusive amount payable for all services agreed by you in the event booking form.

This Agreement between the parties’ compromise of the Event Booking Form, these Terms and Conditions and the Function Package.

Function Package

The Function Package includes:

- Goods and services as outlined in the Function Package provided to you.
- Use of the agreed site in the Botanic Gardens as outlined in the Event Booking Form.
- Onsite Manager for the duration of your event.

Site Fee

Payment of the Site Fee guarantees the reservation of the site as outlined in the Event Booking Form. We reserve the right to cancel a function date until the Site Fee is paid in full.

You agree to be bound by the terms of this Agreement on the following to occur:

- a) You pay to us a full site fee; and
- b) You provide us with a signed copy of this Agreement; and
- c) The Event Booking Form has received approval by BGCC.

If you pay a part payment as the booking deposit, this is

- a) Non-refundable under any circumstance
- b) Does not hold your date if the additional balance of the site fee is not paid.

Terms

On the date of submitting you Event Booking Form, your site fee is due for payment. An invoice will be issued for the full site fee.

On the date that is six (6) months prior to the Function Date, a \$1000 deposit is due for payment towards the total function package rate.

On the date that is one (1) month prior to the Function Date, the full balance of the calculated Function Package rate is due. An invoice including the full package amount and any agreed extras, will be sent to you prior to the event.

You acknowledge that our obligation to provide the Goods and Services under this Agreement is subject to you paying the Function Package rate in full. A post Function reconciliation advice issued following the Function outlining any adjustments, if required, will be sent following the function. Any outstanding costs will be deducted from the Bond or invoiced additionally as referred to in clause 16.

Interest charges may apply for invoice amounts unpaid by the due date.

Variations and Event Guests

You may request that we vary any of the Goods or Services or vary the number of guests at any time up to one (1) month prior to the Function Date. No change in guest numbers will be accepted after this time. No variations of services can be accepted after this time.

Payment

Payments can be made by way of EFTPOS, Visa, Master Card or by direct deposit into BGCC's account. Details can be found on your function package invoice.

Bond

A bond is required with every booking. Credit card is the only form of payment accepted for the Bond. A preauthorisation of your debit or credit card specified in the Event Booking Form for the Bond will taken.

The Bond is held as security for your obligations under this Agreement. In the event you default in the payment of any monies to us or in performing some other obligation under this Agreement, or where we suffer a loss, we are entitled to appropriate the whole or part of the Bond in satisfying the outstanding obligation and for compensation. If our loss incurred is greater than the Bond, then you are required to pay the balance outstanding.

Bond amounts for the Event Centre and Eva's Café equal \$1000 each. Bond amounts for outdoor sites including Holtze Lawn, Heritage Lawn, Borassus Lawn, The Fountain Area, Cycad Garden, Shade Garden, Coconut Grove Lawn, African/Madagascan Garden, Central Green and Secret Moonlight Garden equal \$500 each.

If no additional need arises to use the security bond, your financial institution will automatically release your held funds back into your account.

Cancellation and Refunds

If you cancel your function more than twelve (12) months in advance of Function Date, all monies paid to us will be refunded to you within fourteen days of the receipt of your written notice of cancellation.

If you cancel your function within twelve (12) months of the Function Date, all monies paid to us, less the site fee, will be refunded to you within fourteen days of the receipt of your written notice of cancellation.

If you cancel your function within six (6) months of the Function Date, all monies paid to us, less the site fee and function package deposit, will be refunded to you within fourteen days of the receipt of your written notice of cancellation.

If you cancel your function within one (1) month of the Function Date any and all monies paid to us will be forfeited.

We reserve the right to cancel your booking if monies due for payment under invoice have not been received within thirty (30) days of the due date.

Covid Policy

In the event of Northern Territory government imposing lockdown restrictions on the Darwin and surrounding areas due to the Covid 19 pandemic on the day of your event, BGCC will transfer the site fee to a new booking date within a 12-month period after the original event date, without monetary penalty. This is subject to availability of the new date.

If there are restrictions on the Darwin and surrounding areas that dictate some limitations as to the specific activities of the event, but the event is still able to proceed, we reserve the right refuse a postponement and/or refund of monies paid. This may include but not be limited to; specified number of guests in attendance, mandatory mask wearing, social distancing measures and/or time limitations.

Reduced guest numbers due to travel restrictions and border closures are not deemed a reasonable justification to cancel or postpone an event. Should this impact your event to the extent that a cancellation is in order, the standard cancellation policy comes into effect.

If guests are asked to conduct themselves in a manner that relates to BGCC's Covid policy, rules and limitations, this must be adhered to with no exceptions. If anyone is found dishonouring the directions of staff, they may be asked to leave the venue.

Force Majeure

In the event of BGCC's inability to comply with any of the provisions due to interruption of electricity or gas supplies, industrial disputes, plant & equipment failure, unavailability of food stuffs, flood, fire, or any other unforeseen contingency or accident, BGCC reserves the right to cancel any booking.

General

Unless otherwise stated, prices include GST and are in Australian dollars.

If the day on or by which you must do something under this document is not a Business Day, you must do the thing on or by the next Business Day.

This agreement is governed by, and is to be construed in accordance with, the law of the Northern Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory and any court hearing appeals from those courts.

BGCC Catering & External Caterers

BGCC takes no responsibility for food supplied by you or your guests or any issues arising from your onsite storage or consumption. External caterers must provide appropriate self-sufficient food preparation and storage facilities in line with Northern Territory Environmental Health regulations.

It is your sole responsibility to inform BGCC in writing of any food allergies and/or food intolerance. Whilst all care is taken in relation to food allergies and intolerance advised to us or our catering contractor, BGCC takes no responsibility for any adverse reaction by any guest to the food prepared and served by our catering contractor, food bought in by outside suppliers or any other parties.

All care will be taken to identify guests who have requested a special dietary meal including those guests with food allergies and food intolerance, however, due to the social nature of events guests often change their seating location and as a result the ultimate responsibility lies with the guest to identify themselves and their dependents, including but not limited to children, to the catering service staff.

Noise Restrictions

In accordance with local noise restrictions, events must finish no later than 12am. Pre-recorded music and live music performances must not use excessive noise that is deemed inappropriate by BGCC staff. You are

responsible for your guests conduct and noise levels as they exit the site past neighbouring residential properties.

External Events

BGCC does not have management of the Darwin Amphitheatre and the schedule of events taking place within, the increase in amplified noise, the increase in vehicle and pedestrian traffic and/or road traffic controls in relation to these events.

Vendor Setup and Vehicle Access

Your site will be available on the date and time specified in the Event Booking Form Alternate access times are not available without prior approval. Vendors bumping in earlier or later than the arranged times will be asked to vacate the premises and additional fees may be incurred.

Vendors must be approved for vehicle access in pedestrian areas in the Botanic Gardens and display a vehicle permit. Vehicles travelling in these areas must do so at walking pace (maximum 10 kilometres per hour) with the vehicle hazard lights on. Pedestrians have right of way at all times and vehicles must wait until paths are clear before proceeding. At no time shall vehicles leave the paved road areas to drive on grass or lawns and/or garden beds. Additional care must be taken when towing trailers. Vehicle permits must be obtained from staff at the Event Centre on the day of the event.

Vehicles are not permitted to park in front of the Event Centre building. Please use the loading areas at the end of the buildings near the ramps. Whilst unloading equipment in outdoor sites, please leave sufficient room for Gardens staff vehicles to pass unencumbered.

Any decorations proposed to be secured to the buildings (internal or external) must be first approved by the onsite Manager. You are responsible for Function decorations and equipment bought in by a) yourself or b) event suppliers. We take no responsibility for items left on the premises at any given time. BGCC takes no responsibility for lost or damaged items.

All event equipment and decor must not penetrate the ground at any time. Pegging for marquees and shade structures are not permitted. Above ground weights must be used to stabilise and secure equipment and fixtures. Equipment must not be affixed to trees or plants including string lighting and hanging lanterns.

Dancefloors and inflatables erected on grassed areas must not exceed an eight (8) hour period to ensure the grass is kept intact, and green.

Parking & Gate Closures

Guests are to use the approved parking areas only via Gardens Road or Geranium Street. Parking or driving is not permitted on grass areas or garden beds. Disabled parking is available in marked zones. Overflow offsite parking is available at Mindil Beach. BGCC takes no responsibility for loss or damages of vehicles whilst parked on the premises. Failure to adhere to designated parking areas may result in towing of vehicles at the cost of the owner.

Events with approximately 300 attendees or more are required to submit a traffic plan to BGCC and will incur an additional traffic warden fee.

The Botanic Gardens Gates on Gardens Road and Geranium Street are closed and locked after hours for security purposes. Should your event be scheduled to conclude after hours, security will be notified of the appropriate time to lock the gates. This time is the designated time as outlined on the Event Booking Form. Changes to the time cannot be made without prior consent. Guest vehicles that are onsite after the gates are locked must remain there until the next morning at 7am. It is your responsibility to inform your guests of gate closure in order for them to vacate the property in timely manner.

Safety

It is your responsibility to ensure guests, including but not limited to children, are kept away from any potentially dangerous equipment, including the water fountain and water areas. BGCC accepts no responsibility or liability for any damage to property or persons caused by non-compliance with event venue rules, safety regulations or our reasonable requests. Children must be supervised by a responsible adult at all times.

Security, RSA & Drug use

We reserve the right to utilise security staff at your expense to manage risk to the property or assets if we consider it necessary.

Service of alcoholic beverages for your reception is subject to responsible service of alcohol. Staff may refuse to serve guests in accordance with RSA requirements. In general, provision of alcoholic beverages during the reception will be limited to reasonable consumption as deemed by us. If RSA staff believe that a person is under the age of 18, they will be asked to present their ID. If no ID is supplied, they may be refused alcohol service. If any person is found to supply drinks to the refused, they will both be asked to leave the premises immediately.

Should an incident arise within the licensed area, the patron(s) involved will be immediately requested to leave the premises. You will be responsible for the care and removal of this person if required. There will be zero tolerance for abuse toward our staff/management at BGCC

BGCC is a drug free zone. We have a zero-tolerance policy. If you or your guests are found to have drugs on their possession or are seen to be taking them on any part of the property, we reserve the right to take appropriate action by calling the authorities first to report the situation and having you/them removed from the property indefinitely.

Smoking, Glass, Fire, Confetti

Smoking is not permitted in public dining areas. Smoking zones should be clearly marked prior to your event and guests informed of these areas. Cigarette butts must be put out in ashtrays supplied by you and not in garden areas. Anyone found not adhering to these rules, will be asked to leave the premises.

Broken glass must be identified immediately to BGCC staff and disposed of appropriately.

Fireworks and naked flames are not permitted. Lit candles are only permitted if contained in an enclosed glass jar or similar fireproof container. Open candles are not acceptable due to the fire risk. If sparklers are used, BGCC takes no responsibility for any harm done to persons or property.

Confetti is not permitted for use in the Botanic Gardens. Alternatives such as bubbles, hole-punched organic leaves or petals are permitted in small quantities only.

Rubbish Removal

All rubbish must be removed from the site at the conclusion of your event. If the site is not left in good order, a cleaning fee and/or rubbish removal fee may be invoked. It is your responsibility to supply appropriate rubbish bins/containers for guest use.

Entertainment

You are responsible for the engagement and conduct of entertainment providers. You must provide details of the entertainment providers to us at fourteen (14) days prior to the Function Date. We reserve the right to nominate where a live band or DJ performs on the site. BGCC reserves the right to terminate any entertainment or event that is unauthorised or deemed inappropriate at any time during the function. This includes excessive noise levels.

External Suppliers

You must provide us with the details of any external suppliers or contractors and their requested access requirements to us at least fourteen (14) days prior to the Function Date. You are responsible for the actions of external suppliers while on site. We accept no responsibility for your use of external suppliers and/or their equipment.

Onsite Manager

A BGCC Manager will be present for the duration of the function. This person will be available to assist you with technical aspects of the site. You must follow the reasonable directions of the Onsite Manager or BGCC staff during your function.

Public Liability

A Certificate of Currency to the value of \$20 000 000 will need to be provided by all clubs, businesses, companies and associations fourteen (14) days prior to the event date. Failure to do so may result in cancellation of your event.

Loss and Damage

You are responsible for any loss and/or damage to BGCC, or that we suffer or incur, including but not limited to event facilities, function rooms, furniture, fixtures and fittings, equipment and gardens caused by you, your guests, your agents, or suppliers, in connection with the function.

A minimum fee of \$300.00 will apply where cleaning is required caused by your guests or their actions.

A minimum fee of \$300.00 will apply where rubbish removal is required caused by your guests or their actions.

A minimum fee of \$450.00 will apply where maintenance is required to rectify lawns or damaged garden beds caused by your guests or their actions. This includes damages to trees or plants and lawns from ice, vehicles, ground penetration, dancefloors and marquee structures.

You indemnify and hold us harmless against any liability, cost, or loss (including legal costs on a solicitor-client basis and consequential loss) incurred by us arising from your breach of these terms and conditions or misuse of the site and from any claim against us by any third party, including your guests, in connection with the function. You warrant that all contractors or sub-contractors providing services to you for your event at the Botanic Gardens hold current workers compensation and public liability insurance.

No assignment

This Agreement may not be assigned without our prior written approval. The provision of such consent is entirely at our discretion.

Amendment

No agreement varying, adding to, deleting from or cancelling this Agreement will be effective unless in writing and signed by or on behalf of both parties.

Notices

a) A notice or other communication required or permitted to be given by one party to another must be in writing and:

delivered personally

sent by pre-paid mail to the address of the addressee specified in this Agreement; or

sent by email to the address/s as specified.

b) A notice or other communication is taken to have been given (unless otherwise proved):

if mailed, on the second Business Day after posting; or

if sent by email before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

c) A party may change its address for service by giving notice of that change in writing to the other parties.

Governing law and jurisdiction

a) This Agreement is governed by the laws of the Northern Territory.

b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Northern Territory.

Whole agreement

In relation to the subject matter of this Agreement:

- a) this Agreement is the whole agreement between the parties; and
- b) this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

Abuse or Misconduct

BGCC has zero tolerance for verbal abuse, physical abuse, sexual harassment, racial abuse or threats by anyone toward staff, management or other guests. If anyone is found to be acting in this manner, they will be removed immediately. Police will be called if Management deems it necessary.

Photos or Videos

BGCC assumes the right to have access to any photos or video footage that is shared to our email or social media pages and the right to use these at our own discretion. Photos taken on Botanic Gardens grounds for commercial purposes must have written permission from Northern Territory Parks & Wildlife authority

Site Fee Pricing Schedule

	DAY (BETWEEN 7AM -4PM)			EVENING (AFTER 4PM)		
	4 HOURS	6 HOURS	8 HOURS	6 HOURS	8 HOURS	FULL DAY
EVENT CENTRE	\$500	\$750	\$1000	\$1500*	\$2500*	\$3500*
EVA'S CAFÉ	NOT AVAILABLE			\$1500*	\$2000*	NOT AVAILABLE

***MINIMUM SPEND \$4500 (MON-THURS) AND \$6500 (FRI-SUN)**

	2 HOURS	8 HOURS	12 HOURS	FULL DAY+
HERITAGE LAWN	\$250**	NOT AVAILABLE	NOT AVAILABLE	POA

****MAXIMUM TIME ALLOTMENT. Consecutive time allotments not available**

	4 HOURS	8 HOURS	12 HOURS	FULL DAY+
HOLTZE LAWN	NOT AVAILABLE	\$1000	\$1500	POA
SECRET MOONLIGHT GARDEN	NOT AVAILABLE	\$800	\$1000	POA
COCONUT GROVE LAWN	\$500	\$1000	\$1500	POA
FOUNTAIN AREA	\$500	\$800	\$1000	POA
SHADE GARDEN	\$350	\$500	\$800	POA
BORASSUS LAWN	\$350	\$500	\$800	POA
CENTRAL GREEN	\$350	\$500	\$800	POA
AFRICAN MADAGASCAN GARDEN	\$350	\$500	\$800	POA
CYCAD GARDEN	\$350	\$500	\$800	POA