



**CUCINA 5**

**MELBOURNE EVENTS VENUE**

## OUR RIGHTS

Cucina No. 5 (known as The Storto Family Trust) does not assume responsibility for any loss or damage to property belonging to the client, clients' guests or invitees, or any injury sustained to the client or any guests during the time at the venue. We reserve the right to remove any undesirable persons from the event or premises without liability.

Cucina No. 5 management and employees will, at all times, be bound by the State licensing laws and the Liquor Control Reform Act 1998.

## CONDUCT OF EVENT

Whilst you and your guests are on our premises, you are to comply with the rules of the venue, and in accordance with the applicable law. As a visitor to our venue, you are liable for the actions of your invitees and any damages\* or losses incurred during your event.

The Client agrees to begin its event at the scheduled time and agrees to have its guests, invitees and other persons vacate the designated event space at the closing hour indicated on their contracted invoice. If Cucina No 5 has reason to believe that the event or any part of it will affect the smooth running of the business, its security or reputation, as well as the security of Cucina No. 5's neighbours or the Management reserve the right to cancel the event or any part of it at its discretion and without notice or liability. The event shall be conducted in all respects in an orderly and lawful manner and in accordance with the conditions attached to the Licences granted pursuant to the Liquor Act 1982. Cucina No. 5 reserve the right to terminate the event immediately in the case of any costs, damages or expenses whatsoever arising from such termination. Cucina No. 5 reserve the right to exclude or remove any and all undesirable persons from the premises without liability.

All guests are to exit the premises no later than 12:30AM unless discussed and arranged otherwise with Cucina No. 5. Amplified music is allowed (such as bands, DJ's, drums etc.) and shall be permitted without the permission Cucina No. 5 management in advance and all music is to be turned off no later than 12PM unless discussed and arranged alternative permits with Cucina No. 5 management team.

At the conclusion of the function the client must vacate the function venue within the agreed times. The client must also remove from the function venue all goods, property or material brought in by or on behalf of the client. Cucina No. 5 will not assist with storage of items for the client before or after the function date, unless otherwise agreed to by the events co-ordinator. Cucina No. 5 has the right to destroy any goods, property or material brought in by or on behalf of the client and which is not removed at the end of the function date.

## PRICING

All events booked require a \$750 booking fee which is **non-refundable** and does not come off your minimum spend. All goods and services are subject to public holiday surcharges. An increased booking fee of \$990 including GST will be charged to secure your event on a Public Holiday or dates proceeding them. Your minimum spend will not change once you have accepted our terms and conditions and your deposit has been paid.

We accept Visa, MasterCard, Debit Card, cash, or a bank cheque in person; **no personal cheques** will be accepted. Direct transfers can be arranged with Events co-ordinator on request. If you elect to pay by credit card, a surcharge will apply to all EFTPOS payments, and you will incur a 1.5% transaction fee and to any event booked on a Public Holiday. Any amount exceeding your minimum spend must be paid in full at the conclusion of your event in person by cash or credit card. All bar tabs are to be paid in full at the end of your function.

Your final payment is due 10 days prior to booking date due via direct debit or credit card. A pro-forma tax invoice is included in your confirmation for full pre-payment options based on the minimum numbers of event.

## **MINIMUM SPENDS**

Full payment of the minimum agreed spend for the space must be paid in full 2 weeks prior to your event, or your event may be cancelled. If you do not meet the minimum spend, we are not liable to refund any portion of your amount paid.

## **EVENTS AT CUCINA NO. 5**

MINIMUM SPEND + BOOKING FEES

Mon – Thurs = \$3,500 and 30% deposit required

Saturday night = \$7,000 + Booking Fee

Friday / Sunday = \$5,000 + Booking Fee

Glass room = \$2,500 + Booking Fee

**Main room: 80 people and under shared space | 80 people and over exclusive space**

**Glass room: 25-30 people sit down | 45 people stand up**

## **BEER GARDEN**

To book Cucina No. 5's beer garden does not incur a minimum spend but will incur a booking fee or a 30% deposit. The menu is strictly a la carte and pricing starts from \$75.00 per head with drinks payable on consumption.

Note, our beer garden is open to the general public depending on the numbers pre-booked.

## **BOOKING/DEPOSITS FOR EVENTS**

Booking is confirmed by Cucina No. 5, upon receipt of a booking fee or 30% deposit and a signed Cucina No. 5. Agreement and initial deposit payment. All bookings are subject to availability. Should your event fall on a public holiday, a public holiday surcharge applies. Pricing is a "from" price and will vary depending on the menu selection, and any additional inclusions chosen by the client.

## **QUOTES AND PRICES**

All prices are current at the time of contract, unless otherwise agreed. Please note that minimum spend requirements apply, they are based on food and beverage purchases only. The signed acceptance of these Terms of Contract denotes your acceptance of this. Cucina No. 5 reserve the right to alter prices accordingly to seasonal increase. Prices are exclusive of GST. Credit card bond of \$1,000 is required prior to all events to ensure client is liable and responsible to any damages that are left on the premises at the time of their event. If the cost of any damage caused is greater than \$1,000 bond, the client will be held responsible for all monies and expenses owed. The bond will be returned to the clients nominated card within 5 business days.

Cucina No. 5, in accordance with the current planning permit can issue **only** three (3) highchairs. Additional can be hired from a recommended / preferred supplier at a small charge which will be quoted for your reference upon request.

Cucina No. 5 welcomes family members to bring their own accommodating seat requirements and will do our best for all to be seated accordingly.

## **CANCELLATIONS AND ASSOCIATED FEES**

We would be disappointed if your event was to be cancelled. However, we realise circumstances occasionally make this necessary. Cancellation of events must be advised in writing.

If the Event is cancelled, the following conditions will apply:

Terminating this contract will incur a penalty fee alongside the non-refundable booking fee.

**NOTICE OF 3 MONTHS OR MORE:** Your deposit is non-refundable (see date change clause below).

**NOTICE OF 3 MONTHS OR LESS:** A further cancellation fee equal to 20% of the total value of the event, will be made at the discretion of Management and will be payable immediately upon request. Cucina No. 5 is not responsible for the cancellation of the event due to any reason beyond its reasonable control including industrial dispute.

**NOTICE OF 2 MONTHS OR LESS:** In the event of a cancellation made within 60 days of the event full room hire will be charged along with 50% of additional items such as catering, furniture hires and entertainment.

**NOTICE OF 1 MONTH OR LESS:** In the event of a cancellation made as late as 1 month or less of the function date, full payment of the estimated cost of the event will be incurred.

## **PREVENTING DAMAGE**

The client is financially responsible and agrees to indemnify Cucina No. 5 for all damage sustained to the premises and its grounds during an event as a result of invitees and or guests of the organisers actions.

Although accidents often happen, damage to our venue can easily be prevented by good communication between your organiser and our team when arranging posters and displays. If necessary, repair or replacement charges may be passed on and/or deducted from your security bond or invoiced requiring immediate payment.

No staples, sticky tape, blu-tac, masking tape, glues, pins, or Velcro on the walls, windows, or doors in the event rooms, greenwall and surrounding areas.

**Strictly NO glitter balloons allowed.**

## **SECURITY**

The licensee is responsible for ensuring that the surveillance recording system operates in accordance with the regulations and conditions of their licence. Strict enforcements proposed by the VCGLR, and Management will advise on quoting if security guards are required for your event and are booked accordingly to the ratio and event.

Proof of age will be required for all patrons, if assumed to underage entering a licensed venue. Guards are arranged by numbers of people and charged per guard, per event.

## **CLIENT'S INDEMNITY**

The client is liable for and hereby indemnifies Cucina No. 5 from and against all actions, claims, demands, losses, damages and expenses for which Cucina No. 5 shall or may be or become liable or suffer in respect of: damage to the venue or any Cucina No. 5's property or equipment arising out of or in the course of the function, except to the extent it arises from the negligence or default of Cucina No. 5; injury to or death of any persons arising out of or in the course of the Function, except to the extent it arises from the negligence or default of Cucina No 5; and any breach of any term of this agreement by the Client.

## **EXCLUSION OF LIABILITY**

Cucina No. 5 accepts no responsibility for any loss or damage to the property of the client or any third party. The client and its guests must take sole responsibility for the safety and security of its/their property and for guarding against the risk of theft of or damage to property.

Cucina No. 5 expressly excludes all liability for indirect, incidental, and consequential loss and damage of any type including loss of profits and loss of revenue. To the fullest extent permitted by law, Cucina No. 5's liability under this agreement is limited to any one or more of the following as Cucina No. 5 determines in its absolute discretion: in relation to services, the re-supply of the services or payment of the cost of having the services re-supplied; or in relation to goods, replacing or repairing the goods or supplying an equivalent item, or paying the costs or replacing, repairing or hiring an equivalent item.

## **POSTPONEMENTS AND/OR DATE CHANGES**

We understand that you may need to change the date of your event. We will attempt to fit in with any changes of date where the space is available. Your deposit will be rolled over for the new date, subject to availability, and only on one occasion. If the requested dates are not within twelve (12) months of the original dates booked, then the change will be treated as a cancellation (see cancellation terms & conditions).

If the venue is forced to close due to circumstances beyond our control, your event will be postponed. Once we are authorised by the relevant government bodies to return to business as usual, your event will be rescheduled. It is not classified as a cancellation on Cucina No. 5's behalf.

## **ATTENDANCE NUMBERS**

Cucina No. 5 has a maximum capacity of guests. If your numbers exceed the maximum capacity your event will be cancelled, and it will be treated as a cancellation (see cancellation terms & conditions).

## **THIRD PARTY SUPPLIERS, DECORATIONS, HEIGHT ACCESS, AND OH&S**

Cucina No. 5 allows clients to use their own stylist, installer, third-party supplier for their event. If you wish to proceed with your own preferred stylist, installer, third-party supplier, we do not take any responsibility for lateness or set up issues, that are no part quoted / invoiced by Cucina No. 5. All suppliers that enter the premises must hold a current **Certificate of Currency**.

Decoration and floral installations may be hung from our beams only by using an OHS ladder/lift. If the person installing the décor/flowers does not bring their own OHS ladder/lift, Cucina No. 5 will instruct the client to ensure that an OHS ladder/lift is hired and paid for.

Access to the venue is completely dependent on the type of booking secured and the appropriate timeframe allocated to the booking.

Hanging, wall or free-standing decorations must be removed at the conclusion of your event. In the event, any balloon garland, floral arrangement and/or decorations that are left on the premises will incur a \$100 removal fee to be charged to the client on the final tab to be paid at the end of the event.

Flowers, cakes, and balloons can be delivered at a mutually agreed time with your Event Co-Ordinator, on the day

Cucina No. 5 ONLY allow celebration cake/s to be brought into the venue from a registered patisserie. of the event.

No decorations are to be affixed to any wall, window or door in the event room, green wall and surrounding areas using sticky tape, blu-tac, masking tape, glues, pins or velcro. No glitter or confetti products of any kind, including confetti filled balloons. Any damages that occur during installation or removal of decorations set up by the host or external supplier are the hosts liability.

### **SEASONAL MENU CHANGES**

Seasonal menu changes can and will occur. Your Event Co-Ordinator or event host will inform you if any seasonal changes that will affect your events menu.

### **WET WEATHER CLAUSE – INDOOR & OUTDOOR DINING**

No responsibility will be taken for climatic changes on the day of your event. Every effort will be made to follow the original plan; however, we reserve the right to enforce any changes necessary to ensure the safety of the guests and our employees.

### **FINAL SUBMISSIONS**

Final numbers along with dietary requirements and final food & beverage selection is required 2 weeks prior to your event. 'No Shows' or late cancellations notified within five (5) days or less of your event will not be refunded. If you need to add more guests to your party, any increase needs to be within our accepted capacity and will be charged for at our quoted and agreed price wherever possible. Late dietary requirements cannot be guaranteed to be catered for, nor will a refund be issued if not catered for.

### **GENERAL**

This agreement and the invoice sent to the client from Cucina No. 5 contains the entire agreement between the parties with respect to its subject matter and replaces all previous agreements, arrangements, and understandings.

In the event of any inconsistency between this agreement and the invoice, this agreement takes priority. This agreement can only be amended or varied with the written consent of both parties.

This agreement is governed by the laws of the Country and the parties submit to the non-exclusive jurisdiction of the laws of the Country.

## **COVID-19 POSTPONEMENTS AND LOCKDOWNS**

It is possible that weddings/events/venue hires will be subject to limitation and restrictions for quite some time. Restrictions may be put in place by the government when there is a surge in case number. This could happen in the winter months, or summer months. Outbreaks cannot be predicted and could happen at any time. In the event that your wedding/event/venue hire is affected by COVID-19, the following terms will apply:

We reserve the right to postpone the booking if our venue, or part of the venue, is closed due to circumstances beyond our control.

If the venue is forced to close due to government restrictions or a lockdown has been enforced, your wedding/event/venue hire will be postponed. Once we are authorised by the relevant government bodies to return to business as usual your wedding/event/venue hire will be rescheduled to an available date.

It is not classified as a venue cancellation. Once you have committed to a date, you agree to abide by any restrictions that are in place at the time of your Wedding/event/venue hire.

Your deposit will not be refunded if you choose to cancel your Wedding/event/venue hire rather than postpone.

We are bound by law to follow any government guidelines surrounding the safety of our guests and staff, and to assist with limiting the spread of COVID-19.

## ACCPECTANCE AND ACKNOWLEDGEMENT

I, \_\_\_\_\_ fully acknowledge and accept all terms and conditions outlined on this form and by Cucina No. 5

Name (print):

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## BOOKING DETAILS

Contact name \_\_\_\_\_

Phone number \_\_\_\_\_

Email address \_\_\_\_\_

Event date: \_\_\_\_\_

Agreed minimum spend \$ \_\_\_\_\_

Date of Event: \_\_\_\_\_

Area of Venue: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Start time of Event: \_\_\_\_\_

Duration of Event: \_\_\_\_\_

I \_\_\_\_\_, the named client, agree to my credit card details being held, and if necessary debited in the event of an outstanding amount not paid at the conclusion of the event/ in the event of cancellation/damage to venue\*.

Card type \_\_\_\_\_

Card number \_\_\_\_\_

Exp date \_\_\_\_\_

Cvv \_\_\_\_\_

Name on card \_\_\_\_\_

Please note. An unsigned disclosure does **not** exempt oneself from Cucina No. 5's terms and conditions. Acceptance of quotations / invoices or paid deposits is considered an acknowledge and full acceptance of Cucina No. 5's terms and conditions.