

POLICIES, TERMS AND CONDITIONS

We at Zonzo are delighted that You have chosen us to host Your upcoming function and we look forward to sharing traditions and making memories with You.

These terms and conditions form the agreement between the person(s) making the booking ("You") and Zonzo Restaurant Pty Ltd ABN 96 601 160 294 ("Zonzo"). The agreement commences when You make a booking with Zonzo and payment of the initial deposit is received and Zonzo confirms Your booking in writing.

Please read these Terms and Conditions carefully prior to making Your booking and paying the initial deposit. If You need clarification with respect to any of the terms or conditions, we would be happy to assist You.

BOOKING

In order to book Your function at Zonzo, You will need to complete and sign the booking form provided to You with these terms and conditions. Please note that Your function is not confirmed until Zonzo receives your initial deposit in cleared funds and confirms your booking in writing.

INITIAL DEPOSIT

Upon making a booking for a function, You must pay an initial non-refundable deposit of \$2,000. This initial deposit will be in addition to the full cost of your event

When paying the initial deposit please ensure that You have returned a signed copy of these terms and conditions

Upon receiving the initial deposit and Your signed confirmation, Zonzo may forward You a confirmation receipt. If Zonzo does not forward You a confirmation receipt within 30 days of receipt of Your initial deposit, Zonzo will refund Your initial deposit. Zonzo is under no obligation to accept Your request to book a function

SECOND DEPOSIT AND FINAL PAYMENT

A second deposit of \$2,000 is required 6 months prior to Your event date, followed by full cash payment for the remainder amount required 21 days prior to your event date

If full payment is not made as required under these terms and conditions, Zonzo may at its absolute discretion cancel Your function and all moneys paid by You will be forfeited

APPLICATION OF DEPOSIT

Zonzo may at its absolute discretion apply any or all of the deposits to cover any loss, damage, cost or liability suffered or incurred by Zonzo arising directly or indirectly in connection with Your function or the hiring of Zonzo's property.

Should the initial deposit, or part thereof, not be required to meet Zonzo's costs, the balance of the initial deposit will be refunded after Your event. Conversely, should the final cost of Your event exceed the amounts paid in deposit, Zonzo will issue an invoice for the balance.

A certificate of Zonzo as to the quantum of such costs shall be conclusive and final.

FUNCTION DURATION

Standard duration for a sit-down event is 5 hours with a 4.5hour beverage package, unless otherwise approved by Zonzo.

Available event time slots are between:

Dinner: 5pm - 12am

On-site ceremony: Can be conducted from 4:30pm onwards; reception is then to commence thirty minutes after the scheduled ceremony start time.

If You require more than 5 hours, please specify this in Your booking request form.

Please note that You and Your guests, invitees or other persons attending Your function must vacate within fifteen minutes of the scheduled event completion. Should the premises not be vacated within this period, You will be charged \$2,500 for each additional hour (or part thereof) that You, Your guests, invitees or other persons attending the function are present on Zonzo's premises. Zonzo may apply the initial deposit to this cost. Zonzo's determination of the duration of your function is final and conclusive.

Signature (Bride)

Signature (Groom)

Print name (Bride)

Print name (Groom)

Date

Date

SET UP AND PACK DOWN

If You have extensive sound, lighting, theming and audio equipment for Your function, Your need to ensure the appropriate set up and pack down times have been allocated by Zonzo. The standard set up time is the two hour time period immediately prior to the commencement of Your function and the standard pack down time is the one hour period from when Your function is scheduled to finish. If you are unable to adhere to these times you may incur extra charges or may have to change certain aspects of your function to ensure that set up and pack down times are complied with.

ACCESS

Access to and use of any area within Zonzo’s property is at the unfettered discretion of Zonzo and its management. You must ensure that all persons comply with any directions of Zonzo, its staff, management, contractors and agents. You, Your guests, invitees, contractors or other persons attending the function may only access those areas of Zonzo’s property authorized by management. You must obtain Zonzo’s approval prior to the function for all photography and filming on Zonzo’s property. The use of the area beyond Zonzo’s premises is limited and will require prior permission being granted and additional fees may also apply in respect of the use of this area.

Zonzo may remove from the premises any person(s) failing to comply with the above access provisions and all costs associated with that removal will be borne by You.

GIFTS & PERSONAL PROPERTY

Zonzo takes no responsibility for damage or loss of gifts or any other property. You are solely responsible for all theft, loss or damage to any property, equipment, merchandise, gifts and personal items brought into Zonzo’s property by You, Your attendees or any other persons attending Your function.

Zonzo recommends that You arrange Your own insurance in respect to such items. In any event, all such items must be collected at the conclusion of Your function.

PRIVACY AND CONFIDENTIALITY

All information provided to You by Zonzo including without limitation any prices and costs information is to be kept strictly confidential and must not be disclosed to any person without the prior written consent of Zonzo. Zonzo may collect and use the information provided by You for the purpose of Your function and related uses (including marketing and enforcement). This information may include Your personal or private information. You authorise and permit Zonzo to disclose Your information including Your personal or private information to any contractor, staff or agent of Zonzo for the purposes of Your function and related uses.

Other than for purposes related to Your function, marketing, as otherwise permitted by these Terms and Conditions, or where Zonzo is required by law to provide Your personal information, Zonzo will not disclose or sell Your personal information without Your consent.

You must ensure that all of Your guests or attendees at Your function are made aware this policy including the possibility of Zonzo collecting and using Your guests’ information in accordance with these Terms and Conditions and You represent to Zonzo that You are authorised by Your guests to act as their agent for the purposes of disclosing their information to Zonzo in accordance with these Terms and Conditions.

SECURITY

Zonzo reserves the right to request security personnel for any function. In such case, You must engage the number of security personnel required by Zonzo and retain the services of such properly licensed security personnel as to Zonzo’s satisfaction. All costs in relation to the provision of security will be borne by You in addition to any function fees payable to Zonzo. Zonzo is not responsible or liable in any way for any claim arising from or in connection with the security including but not limited to the engagement or conduct of any security firm or personnel.

CHILDREN

Children under 18 years of age are subject to a 50% discount off the complete per person package price.

Children under 5 years of age are able to attend Your function, free of charge, provided that such children are accompanied by a parent or guardian and their attendance is confirmed with Zonzo at least 28 days prior to the commencement of Your function.

It is Your responsibility to ensure that children attending Your function remain adequately supervised and to ensure that no person under the legal drinking age is served any alcohol.

Signature (Bride)

Signature (Groom)

Print name (Bride)

Print name (Groom)

Date

Date

PARKING

Parking is available for guests on the car park grounds of Zonzo. It is Your responsibility to ensure that You and Your guests park only in the designated areas and not to interfere with any marked entrances, exits or access points.

Parking in the car park grounds is entirely at Your risk and Zonzo, its staff, agents and contractors will not be liable for any damage caused to any vehicle however caused.

Zonzo may move or remove from the Zonzo property any vehicle which Zonzo at its absolute and unfettered discretion determines is parked improperly, preventing access or otherwise causing a hazard or impedence. You are responsible for any costs or fees incurred by Zonzo in respect of damage, moving or removing including without limitation any towing or vehicle recovery fees.

SMOKING

Smoking is not permitted in any indoor facility on the Zonzo property and Zonzo may remove any person breaching this condition from Zonzo's property.

PRICES

All prices are current at the time of quotation and are an indication of the cost of the event only. Prices are subject to change.

Menu and beverage package items are subject to product and vintage availability and this may alter the cost of the event accordingly.

All prices set out in this agreement are inclusive of GST.

MINIMUM SPENDS

You are required to spend, at a minimum, the following amounts on the following days:

| | |
|-----------------------------|----------|
| Monday - Thursday | \$9,000 |
| Friday | \$16,000 |
| Saturday | \$18,000 |
| Sunday's & Public Holiday's | \$20,000 |
| Public Holiday Eve | \$18,000 |

Ceremony Fee, Additional Time and Bar TAB's are not included in the minimum spend.

Food, Beverages and Styling can be incorporated in the minimum spend

METHOD OF PAYMENT

You are required to make payment of all invoiced amounts issued by Zonzo in relation to Your function. If not stated otherwise, You are required to make payment of any invoiced amounts within 7 days of issue of such invoice.

All payments required to be made under this agreement shall be

Made by cash, telegraphic transfer or credit card. If You choose to pay via credit card, please note that a 3% surcharge will be applied to all payments made over \$2,000

Payment is not deemed as received until received in clear funds.

GUARANTEE FOR PAYMENT

The person(s) signing this agreement jointly and severally agree(s) with Zonzo to be personally liable for all moneys payable to Zonzo pursuant to this agreement. When it is requested that Zonzo addresses its invoice to another person, company or entity, You agree that Your liability is not thereby extinguished. In such circumstances, he/she/they shall be jointly and severally liable with the nominated person, company or entity for payment and that liability shall not be discharged until Zonzo has been paid in full.

NO LIABILITY

Zonzo, and its employees, servants, agents or contractors, will not be liable to You or any of Your guests for any loss or damage (howsoever caused) in respect of or in any way related to Your use of Zonzo's property or the function.

Zonzo accepts no responsibility for cancellations effected by Zonzo as the result of a failure by You to observe these terms and conditions of this agreement or the removal of any persons from Your function or Zonzo's property.

INDEMNITY

You are liable for any damage sustained to Zonzo, its employees, servants, agents or contractors, its premises, the contents of its premises and property owned or in the care of Zonzo, You, Your guests, invitees or other persons attending the function, whether in the area reserved or any area at the Zonzo premises.

Zonzo accepts no responsibility, and is not responsible or liable to You, Your guests or any other party, and You Indemnify Zonzo against, any loss or damage caused directly or indirectly by the conduct of You, Your guests, invitees or other persons attending the function, including any failure by You or Your guests to observe any legislative regulatory, license or authorisation.

Signature (Bride)

Signature (Groom)

Print name (Bride)

Print name (Groom)

Date

Date

LAWS AND REGULATIONS

At no time will You commit any act or permit your employees, agents, guests or invitees to commit any act that is illegal, noisome, or offensive or is in breach of Zonzo’s policies and procedures, any statues, by law, orders, or regulations, or other provisions having the force of the law including but not limited to Zonzo’s liquor License and Fire Regulations.

CONDUCT

In consideration of Zonzo holding Your function, You agree that You must:

- Comply with, and ensure that all of Your guests, invitees, employees, contractors, subcontractors, agents and all other persons attending Your function comply with, these terms and conditions and the landlord’s regulations;
- Access and use Zonzo’s property in a safe and proper manner and ensure that Your employees, contractors, subcontractors, agents and all other persons attending Your function do the same;
- Not offer any goods or services for sale, engage in any trading activity, conduct any business from Zonzo’s property or otherwise conduct or permit the conduct of any activity which is regulated or for which a license or authorization would be required without the prior written consent of Zonzo
- Ensure that each of Your contractors, subcontractors and agents hold a current public liability insurance policy
- Ensure that each of Your guests, invitees, employees, contractors, subcontractors, agents and all other persons attending Your function (including bank members and photographers) promptly complies with any direction by Zonzo, its staff, contractors and agents; and
- Ensure that none of Your guests, invitees, employees, contractors, subcontractors, agents and all other persons attending Your function undertake or permit any conduct or behavior which would or might cause harm to Zonzo, its staff, contractors or agents

Zonzo may, at its absolute and unfettered discretion, suspend, terminate or control the function in any way if it believes that it is necessary to protect the function venue or Zonzo’s property from damage or to protect any persons from injury, risk or harm including where a person had breached these terms and conditions. Where a function is terminated by Zonzo, Zonzo will not be required to refund any amount paid by You in respect of the function and You will remain liable for all fees to Zonzo in accordance with the quotation provided by Zonzo in respect of the function in addition to damages or loss suffered by Zonzo.

RESPONSIBLE SERVICE OF ALCOHOL

As a liquor licensee, Zonzo is required to meet certain obligations in relation to the responsible service of alcohol. In accordance with these obligations, and not withstanding any other provision in these terms and conditions, Zonzo has the right to refuse entry or eject patrons, at Zonzo’s absolute discretion, if they are:

- Intoxicated;
- Violent, quarrelsome or disorderly;
- Smoking in a smoke-free area;
- Suspected of having or using illicit drugs on the premises; or
- In breach of the outline licensed map

Zonzo reserves the right, and its absolute discretion, to close your event early or cease the service of alcohol, if it believes that patrons are acting in a way which may result in an infringement of the liquor laws.

ENTIRE AGREEMENT

These terms and conditions constitute the whole agreement between You and Zonzo and no other terms and conditions, prior comments, representations or information provided by Zonzo to You prior to entering into this agreement will form part of this agreement.

GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by the laws of Victoria and the parties submit to the jurisdiction of the courts in Victoria.

TIME

Time is of the essence for payment under this agreement.

OTHER SERVICES

Zonzo also provides several optional services available for your use at a small additional cost. These services are as follows:

- White linen table cloths - Additional \$200
- Holding your ceremony on site - \$1,500.00
- Dessert service fee - \$2 per person
- Champagne Toast - \$3 per person (this is for every guest to receive a glass of champagne before the speeches)

Please see Zonzo for full list of decoration hire

Signature (Bride)

Signature (Groom)

Print name (Bride)

Print name (Groom)

Date

Date

FORCE MAJEURE

Zonzo's performance under these Terms and Conditions is subject to acts of god, war, government regulations or actions, terrorism, disaster, civil disorder, strike or other industrial dispute, curtailment of transport and any other emergency conditions which are beyond Zonzo's reasonable control and which would render the performance of and this agreement by Zonzo impossible or illegal ("Force Majeure Event"). Where Zonzo's performance is impacted by a Force Majeure Event, Zonzo may terminate this agreement by notice to You.

ACCEPTANCE

By making payment of the initial deposit under these terms and conditions, You are deemed to have accepted the terms and conditions, regardless of whether a signed copy had been returned to Zonzo.

GENERAL

Where more than one person makes the booking and enters into an agreement with Zonzo, each person shall be jointly and severally liable for all obligations under this agreement.

In the interpretation of this agreement, no provision of the

agreement will be construed adversely to a party solely on the grounds they the party was responsible for the preparation of this agreement or any part of it.

Nothing in these terms and conditions is intended to have the effect of contracting out of any applicable provisions of the Australian Consumer Law (being schedule 2 to the Competition and Consumer Act 2010 (Cth)) or the Fair Trading Acts in each of the States and Territories of Australia or other applicable consumer law except to the extent permitted by those Acts and the clauses of these terms and conditions are deemed to be modified to the extent necessary to give effect to that intention

Signature (Bride)

Signature (Groom)

Print name (Bride)

Print name (Groom)

Date

Date



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