

Event Catering and facility hire at the Sydney Opera House is conducted under the rules & conditions set out in this statement of terms and conditions & in the Event Agreement & Event Confirmation.

The payment by any person of any Event Catering fees or charges for such facilities shall be deemed to be an acknowledgement & acceptance by such person of the terms and conditions contained herein.

### **Deposit & Payment**

- A deposit equal to 50% of the price confirmed in the Event Agreement is payable within 7 days of execution of the Event Agreement.
- Should signed Terms and Conditions and 50% deposit not be received within this time period, Opera Point Events reserves the right to cancel all reservations held on the Client's behalf.
- Prepayment of the balance of the price of the Event is payable 7 working days prior to the Event date.
- If the balance of the Total price of the Event is not paid 7 working days prior to the Event date, the Client may be deemed by the Caterer to have cancelled the Event at that time.
- The Client agrees that beverages will be charged according to Opera Point Events' records of consumption, or at the agreed amount in the case of a beverage package option being confirmed by the Client.
- Any variations in beverage consumption, any increase in confirmed numbers, extension of the Event time & any other agreed additional costs incurred will be documented in written variations to contract and are payable 7 days after the receipt of invoice.
- Outstanding accounts will be forwarded to Opera Point Events' commercial collection agents & an additional 10% of the total invoice will be charged to the account.
- Any payments made using a credit card will incur a 3% administration fee.

### **Venue Hire Duration**

Venue hire is for the nominated Event space for a period of 6 hours unless otherwise stipulated.

### **Event Cancellation**

- Opera Point Events must be notified of all cancellations in writing.
- If the Event is cancelled more than 90 days prior to the Event Date, 50% of the deposit will be refunded to the Client.
- If the Event is cancelled 90 days or less prior to the Event Date, the Client will forfeit the deposit.
- If cancellation occurs less than 10 working days prior to the Event Date, the Cancellation fee payable by the Client is the price of the Event.
- Where circumstances beyond Opera Point Events control prevent Opera Point Events' from fulfilling any obligations under this contract, Opera Point Events will be released from this contract without penalty.

### **Late Finish Surcharges**

- A late conclusion (beyond 6 hour hire) fee of \$400 per half hour plus staffing costs will apply to all Events.
- Bump in & bump out charges may apply if these occur outside the allocated hours for the Event.



### **Confirmation of the Number of Guests**

- Guest numbers for the Event will be specified in the Event Agreement.
- The price of the Event & Venue Hire specified in the Event Agreement & Event Confirmation will be considered the minimum total price of the Event & Venue Hire, subject to variations as follows:
- Final Confirmation of guest numbers is to be made by the Client 10 working days prior to the Event Date. Guest numbers may not be reduced by more than the minimum guest numbers stipulated in the Event Agreement & Event Confirmation. This is considered the Guaranteed Minimum Guest Numbers for the event booking and will be charged for even in the event of guest numbers reducing to less than this number.
- If confirmation of guest numbers is not made by the Client 10 working days or more prior to the Event Date, the Event Details stipulated in the Event Agreement will be deemed Final Confirmation of guest numbers and all Event details.
- The client accepts responsibility for payment of all charges determined by reference to the Event Agreement & Event Confirmation or deemed Final Confirmation plus any agreed subsequent variations.
- In the event of an increase in guest numbers notified by the Client to the Caterer 10 working days or less prior to the Event Date, additional guests will be catered for at the per guest cost determined in the Event Agreement and may be subject to additional charges.

### **Confirmation of Event Details**

If the signed Event Agreement, signed Terms and Conditions and payment for the deposit amount are not received in accordance with the terms stipulated herein, Opera Point Events reserves the right to cancel the contract & enter into alternative agreements for the date of the Event.

### **Supply of Catering Services**

All catering services including food, beverage, wait staff, & catering equipment including tables, chairs, crockery, glassware, cutlery & additional tableware is to be supplied exclusively by Opera Point Events, unless by prior written agreement.

### **Staff Charges**

- Staffing service charges &, where applicable, bump-in & bump-out charges will be incurred.
- A minimum of two staff is required for all events, including one Head Waiter.
- Minimum call out for staff is 4 hours, including bump in & bump out time.
- Minimum bump in & bump out time is 2.5 hours.
- A surcharge will apply to functions finishing after midnight.

### **Limits on Signage & Decoration**

- No nails, screws, adhesives or fastening may be driven into or attached to the walls, doors, glass, floors, furniture, fittings or equipment. No scenery, decorations, posters, advertisements, flags, emblems of any kind shall be erected, fixed, hung or displayed without written consent previously having been given by Opera Point Events.
- Any goods, property or materials brought in by or on behalf of the Client are the responsibility of the Client & must be removed from the premises by the Client at the completion of the Event. Failure to do so may incur additional charges.
- The Client is responsible for all costs incurred including setting up, bumping in & bumping out time for all Event areas used.



### **Limits on Candles and Naked Flames**

Due to fire safety regulations, the Sydney Opera House does not permit the use of candles or naked flames in the venues.

### **Additional Beverages**

The Client agrees that the person nominated as signatory on the Event Agreement may on the Event Date authorise Opera Point Events to supply beverages in addition to those specified in the Event Agreement & agrees to pay the charge levied by Opera Point Events in respect of any additional beverages upon receipt of invoice.

The Client further agrees that Opera Point Events shall not be obliged to supply any such additional beverages unless Opera Point Events is satisfied that the supply of such beverages is authorised pursuant to this clause.

### **Cleaning**

The Client shall be responsible for the cost of cleaning which in the opinion of Opera Point Events management exceeds reasonable cleaning requirements for Events in the venues.

### **Provision of Technical Equipment**

Equipment is available for hire through the Sydney Opera House's Technical Department.

Only electrical equipment that has been inspected & certified by a NSW licensed electrician within 3 months prior to the Event date will be approved for use within the Sydney Opera House. All equipment must comply with Australian standard AS3000. If performances are being held in adjacent venues, sound restrictions may apply to Event entertainment.

### **Exclusive Provision of Catering Services**

The Client is to contract exclusively with Opera Point Events for the provision of all Catering Services utilised in and ancillary to the Event on site, including food, beverage, kitchen and service staff, furniture, tableware, crockery and glassware except where written consent of Opera Point Events is obtained by the Client.

### **Delivery & Collection of Goods**

- Opera Point Events will only accept delivery of goods two working days prior to an Event & all goods must be collected within two days of the conclusion of an Event. All deliveries must be clearly marked with the name of the function or Event.
- All deliveries & collections will be made via the Sydney Opera House loading dock & between 06:30 & 10:30 or 14:30 & 17:00, Monday to Friday, excluding public holidays.
- Opera Point Events will take all reasonable care but accept no responsibility for items delivered or left for collection.

### **Sydney Opera House**

- Smoking is not permitted within the Sydney Opera House building.
- Clients, their guests & staff may use balconies & outside areas to smoke.
- Sydney Opera House is a working performing arts venue and as such other Sydney Opera House



Events may take place at any time on the Southern Forecourt, Northern Broadwalk and other public spaces surrounding the Sydney Opera House. Although Opera Point Events will endeavour to communicate these events to the best of our knowledge at the time of booking, Opera Point Events do not control these spaces, and Sydney Opera House may book events at any time with very short notice. These events may include outside broadcast vans, additional marquees and large scale public events.

### **Indemnity**

The Client uses & occupies the Sydney Opera House, including but not limited to the area of the Sydney Opera House in which the Event is conducted, at their own risk. The Client indemnifies The Sydney Opera House, Opera Point Events and their employees and agrees to keep the Sydney Opera House, Opera Point Events and their employees indemnified against any and all Liability whatsoever incurred by any of them arising as a result of injury or damage to any person or property from or during the use of the facilities of the Sydney Opera House or Opera Point Events referred to in this agreement or the Event Confirmation, to the full extent and for the entire amount that the Sydney Opera House or Opera Point Events, as the case may be, is not otherwise entitled to be indemnified and is not actually indemnified against any such Liability, including to the extent that any such Liability may be recovered under an insurance policy held by Opera Point Events or the Sydney Opera House, provided that the indemnities contained in this clause shall not apply in respect of any Liability arising as a direct result of a breach of this agreement by Opera Point Events or of any negligent act or omission of Opera Point Events.

For the purposes of this provision, "Liability" means all actions, suits, proceedings, claims, demands, costs, expenses and damage incurred.

### **Responsibility For Damage**

Neither Sydney Opera House, Opera Point Events, nor any Sydney Opera House or Opera Point Events employee shall be liable for any loss or damage sustained by the Client, the Client's guests, or by any person, firm or corporation supplying the Client.

The Client shall be responsible for making good any damage or loss caused to the Sydney Opera House & Opera Point Events' buildings, furniture, fittings & equipment arising out of or in the course of the Client's Event.

### **Emergencies & Industrial Action**

Opera Point Events may cancel this agreement under the direction of the Sydney Opera House at any time if there exists an emergency or threat of danger to any person or of damage to property (or as a result of such damage or danger).

Similarly, this agreement may be cancelled at any time if the use of the Sydney Opera House is prohibited or hindered by any industrial action . Deposits paid by the Client will be refunded or such proportion as is appropriate.

### **Government By-laws**

The Client shall conform to the requirements of the Local Government Act & any other relevant act, by-laws, rules or regulations & shall be liable for any breach of any such act, by-laws, rules or regulations.



### Disorderly Conduct

Opera Point Events will not permit or suffer any riotous, disorderly, offensive or improper conduct in any of the Event areas inside or adjacent to the Sydney Opera House or within its confines. Any person believed to be under the influence of alcohol or involved in any riotous, disorderly, offensive or improper conduct will be escorted off the premises & the Sydney Opera House precinct by a member of the security personnel. Offenders face possible prosecution under the Sydney Opera House Trust by-Laws.

Opera Point Events has a Responsible Service of Alcohol Policy. It is illegal to serve alcoholic beverage to any person in a state of intoxication & as such Opera Point Events reserves the right to refuse service to any such persons &/or request their departure from the premises. It is illegal to serve alcoholic beverage to any person under eighteen years of age & Opera Point Events reserves the right to request suitable identification to this end.

### Minimum Guest Numbers

The indicative food and beverage pricing provided is applicable for the minimum guest numbers stipulated on the Event Agreement.

### Noise / Music

- All amplified music is to cease at midnight. This applies to all Events in all areas of the Sydney Opera House excluding the Northern Broadwalk & Opera Point Marquee, where earlier restrictions apply Sunday to Thursday as outlined below.
- For outdoor Events, including pavilion Events, noise levels shall comply with the Sydney City Council guidelines.
- The Northern Broadwalk Development Consent permits the use of amplified music in the Opera Point Marquee and Summer Pavillion on the following basis:

Between the hours of 10am - 11pm on Sunday to Thursday, and between the hours of 10am to 12 midnight on Friday, Saturday and the eve of a public holiday, the noise levels must not exceed the lesser of the following limits at the nominated noise monitoring locations, the closest of which is Beulah Street wharf Kirribilli:

- LAmax 55dB(A) and LCmax 70dB(C); or
- LAmax that exceeds the background noise level (LA90) by no more than 5dB(A); and LCmax that exceeds the LAmax by no more than 15dB.
- Within the SEPP there is an exception for New Years Eve celebrations which enables the event to go to 2am.
- For Events in the Concert Hall Northern Foyer or Concert Hall Southern Foyer amplified music is not permitted until after any performance in the Drama theatre has concluded.
- Breaches of these noise agreements may result in a financial premium being levied. The additional charge will be determined & applied by the Sydney Opera House.

I \_\_\_\_\_  
have read and understand the above terms and conditions in relation to my event.

Signature                      Date                      Print Name                      Date

Event Name                      Event Date

