



R E S T A U R A N T

Terms and Conditions

CONFIRMATION

Tentative booking

A booking will be considered tentative until a deposit is received. A tentative booking will be held obligation free for a period of ten (10) days after which Sault reserves the right to re-book the date and venue to another enquirer.

Confirmed booking

Confirmation of a booking must be received in writing on the registration form provided and accompanied by a 20% deposit of expected costs. This figure is to be determined by Sault and based on your package choice and expected numbers.

Guest numbers

The Client commits to ensure that the expected guest numbers as advised on the registration form is an accurate indication of final numbers expected at the function. Should numbers fall more than 30% within 30 days of the function, the Client commits to pay 50% of the 'lost' expenses that would have been payable by the numbers reduced (unless otherwise arranged by Sault).

Your guest numbers cannot exceed 110 people for a sit-down function and 130 for a cocktail function (unless otherwise arranged by Sault).

Minimum numbers / spend

Sault reserves the right to enforce minimum number/spend requirements to functions based on style (cocktail, sit-down), per head spend and day of week. A venue hire may be paid should numbers fall below these requirements. Minimum numbers/spend for individual functions will be listed in your event sheet if required.

Final numbers

Sault requires an estimate of guest numbers at least 30 days prior to your function. Guaranteed final numbers are required at least 10 working days prior to the event (please keep this in mind when requesting RSVP's). Charges will be based on the numbers provided 10 days prior to the event regardless of whether the number of guests who actually attend the event decrease. Increase in numbers may be accepted at least 5 working days prior to the function at the appropriate additional cost.

CANCELLATION or POSTPONEMENT

In the unfortunate circumstance where you need to cancel or postpone your function, we require notification in writing.

In the event of a confirmed function being cancelled or postponed, the client will be required to pay a fee based on the following:

- More than 12 months prior to the function: 50% of deposit
- Between 6 - 12 months prior to the function: 100% deposit
- More than 3 months but less than 6 months prior to the function: 100% of deposit + 25% of estimated function costs.
- More than 30 days but less than 3 months prior to the function: 100% of deposit + 50% of estimated function costs.
- Less than 30 days prior to the function: 100% of estimated function costs (incl. 100% deposit)

Continued.....

All days prior to the function will be calculated from the date of receipt of written notification of cancellation of your function.

The 'estimated function costs' are the costs specified in the event sheet last sent to the client prior to receipt of written cancellation notification from the client – If the event sheet has not yet been formulated, the estimated function costs will be calculated according to the package selected multiplied by the number of guests as listed by the client on the registration form or that which has been declared to Sault.

Any refund of funds paid is entirely at Sault's discretion.

SPECIAL CHARGES

Public holidays

A surcharge of 25% will be payable for any function held on a public holiday.

Extended function time

The client is responsible for ensuring that the function concludes by the agreed function conclusion time and that the venue is vacated within thirty (30) minutes of this time. Should the client extend the function time beyond the agreed function conclusion time, additional costs will apply. In the event that the venue is not vacated within 30 minutes, Sault has the right to charge a venue fee of \$800.00 per ½ hour. Our function packages do not exceed 5.5 hours in total or proceed past 11.00pm.

SECURITY AND CONDUCT

Indemnity

The client agrees that the use of the venue is at the client's own risk. The client agrees to at all times indemnify Sault Proprietary Limited t/a Sault & Sault Restaurant & Functions, its directors and all employees, for all and any actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against Sault including but not limited to any loss, loss of use or damage of property; personal injury or death of any person whilst in the venue or on the property at 2349 Ballan Daylesford Road Sailors Falls, except to any extent of contribution of any negligent act or omission of Sault Proprietary Limited

Responsible service of alcohol

Sault complies with the National Alcohol Beverage Industries Council guidelines on the Responsible Service of Alcohol. Sault staff members are instructed not to serve any alcoholic beverages to guests under the age of eighteen (18) years, or to guests in a state of intoxication. Sault reserves the right to request suitable identification prior to serving any person and to discontinue liquor service to a person who appears to be intoxicated.

In accordance with liquor licensing laws, no alcohol can be brought onto the premises by the client and/or the client's servants, guests, patrons, third party contractors and invitees without prior arrangement and consultation with Sault.

The client agrees to indemnify Sault against any fines imposed on Sault as a result of the client and/or the client's servants, guests, patrons, third party contractors and invitees bringing alcohol onto Sault's premises without having obtained Sault's permission to do so.

Damages/Bond

The client will be responsible for any damage sustained to the venue and surrounding property and/or fittings during a function caused by the client and/or the client's servants, guests, patrons, third party contractors and invitees and agrees to pay for any repairs, labour or replacement as deemed necessary by Sault management.

Sault reserves the right to request and retain a bond of up to ten percent (10%) of the estimated function costs or \$1,000 (whichever amount is greater) which may be applied by Sault in carrying out any cleaning or repairs required following the completion of a function.

The bond is payable a minimum of five (5) days prior to the function and will be refunded within 30 days after the conclusion of the event, less any costs incurred through damage and or extra cleaning required.

Security

If Sault management deems it necessary to employ security staff for any function held at the venue, the cost of employing such staff will be added to the function charge, payable by the Client.

Smoking

In line with Government regulations, Sault is a smoke free venue.

As of 2017 no smoking is permitted within 4 metres of the restaurant, including the rear deck area.

Car parking

Generous parking is available on site for function guests. However, Sault will not accept any responsibility for damage and/or loss of property and/or belongings from the car park.

PAYMENT

Payment of account

The client must make full payment to Sault seven (7) days prior to the date of the function. If paying by cheque final payment is required ten (10) days prior. All credit card payments will incur a fee of 2%; all AMEX payments will incur a fee of 3%.

Prices

All prices are based on those listed within the package that relate to the function date & year. All prices are subject to change at the start of every financial year. That is, all package prices will change at 1st July each year. As such, the client must pay any difference in price from the price shown in the package for an earlier year (i.e. at time of booking), to that of the function date. Sault will notify the client of such changes, and every effort is made to keep the price increase at 5% of the previous year however due to food costs & inflationary factors this may vary. We regret that this is unavoidable and we reiterate that we will make every endeavour to give the client as much notice as possible of any price change.

OTHER

Unforeseen circumstances

Sault will not be held responsible for any altered circumstances beyond its control (E.g. natural disaster or terrorist activities).

If Sault is unable to provide any of the provisions allowed for in the agreement (as set out in the event sheet) by virtue of any cessation or interruption of electricity or gas supplies, industrial disputes, plant or equipment failure, unavailability of menu items or other unforeseen contingency or accident, Sault reserves the right to cancel the booking and refund the deposit at any time without Sault having any further liability to the client.

If the client's demands are deemed to be excessive and or unreasonable, Sault reserves the right to cancel the booking and refund the deposit or part thereof, at any time without Sault having any further liability to the client.

Advertising

Reproduction and use of the Sault name and logo are not permitted without the prior written approval of Sault management.

Food and beverage

Sault operates the venue and holds the liquor license, thus the Client and their guests are not permitted to provide food and beverage without prior arrangement nor consume food and beverage other than that supplied by Sault.

If by negotiation Sault permits the Client to bring a wedding cake or other food to the venue for consumption, the Client will only be permitted to do so upon signing a standard release form provided by Sault.

Access

Access to the venue for purpose of set up and themeing is permitted on the day of the function, subject to times arranged by Sault. Further time may be available by negotiation and additional costs may apply.

Please ensure that prior notice is given for all required deliveries (bon bonierre, table settings etc) to Sault and that deliveries are made during listed opening hours. It is imperative that all deliveries are clearly marked with your function name and date. Please note that Sault will not accept any responsibility for damage or loss of merchandise or goods left at the venue prior to, during or after the event if such damage or loss is not caused by Sault.

Any goods left at the venue without prior arrangement with Sault will be deemed abandoned goods.

Entertainment

Written approval must be sought and granted by Sault for any performers to appear at your function. Some restrictions may be enforced due to safety regulations or service requirements.

The musician's award stipulates that members must receive a main meal and a soft drink during their performance. We are pleased to provide band meals at an additional cost. Alcohol will not be served to contractors without the express permission of the client. Alcohol service will incur further charges to the client. You may wish to provide crew meals for photographers/videographers and these are available on the same terms.