

Enjoy Luxury on the world's most beautiful harbour.

Here's a great venue that's located wherever you want it to be. It's the stylish 62-foot Blue Diamond cruiser. This is the perfect way to impress groups of up to 25 guests with an experience they'll never forget.

The Blue Diamond features three levels of open plan entertaining & is tastefully fitted out in teak & leather. For a corporate meeting without equal or a luxurious private function, the Blue Diamond delivers a totally rewarding escape from the everyday.

## Blue Diamond Guidelines

### SCHEDULE OF RATES

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Cruises are based on a minimum of three (3) hours or longer by request.

### CHARTER

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\$750 per hour (inc GST) Minimum 3 hour

### EXTRA COSTS

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\$175 per wait staff - 1 wait staff required for every 12 guests.

\$1,000 Damages Bond - The damages bond payment will be held until an inspection is done of the vessel after the event & the account has been finalised.

### NUMBER OF GUESTS

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For comfort & enjoyment, the maximum number of guests we permit on board is 25.

### PAYMENT METHODS

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Please see your Tax Invoice for payment details.

### EMBARK

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The Blue Diamond has an allocated time of 15 minutes for passengers to embark onto the vessel at Convention Wharf (Darling Harbour). To ensure all your passengers embark within this time, we recommend you advise your guests to be at the pick up point 15 minutes before the designated time.

The other Wharfs that are available are: Rose Bay, Woolloomooloo, Pyrmont, Double Bay.

### DISEMBARK

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We allow 15 minutes for all guests to disembark the Vessel at the end of charter. If guests fail to disembark after this time, extension time will be charged at \$500.00 for every ½ hour or part thereof. It will assist us greatly & minimise cost to you if this can be explained to your guests prior to your charter.

## **GIFTS/ PROPERTY**

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Guests are asked to take all belongings, gifts, flowers and decorations with them at the completion of the cruise. Blue Diamond accepts no responsibility for items left on board.

## **CRUISE VARIATIONS**

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Any Variations in cruise details, agreement with the hirer including time extension onboard vessel, beverages otherwise not previously paid, bar on consumption, property damage to the vessel, must be settled at the end of the function. Unless previous arrangements have been made with Blue Diamond Charters.

## **DAMAGE**

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The hirer is at all times responsible for the conduct of onboard guests, & is liable for damage caused to the vessel, fixtures, fittings or its contents whether sustained by their own actions, or through the actions of their guests, contractors or subcontractors.

## **BOOKINGS**

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Blue Diamond Charters reserves the right to take other function bookings up to one hour prior & one hour after your booking.

## **SWIMMING**

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Any passenger at any time entering the water from the vessel will be doing so at his or her own risk.

## **SMOKING**

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The Blue Diamond has a No Smoking Policy.

## **BATHROOM FACILITIES**

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Please advise your guests accordingly. If the toilet system is blocked as a result of failure to comply with the flushing of sanitary napkins or tampons down the toilet, the cruise may be terminated & guests returned to shore without any refund of monies paid in addition to the costs of the repair being deducted from the bond.

## **SAFETY**

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Personal safety must be taken at all times. Elderly/ frail/ persons with special needs must have a carer throughout the duration of the function. The carer must assist person onboard, up & down stair cases.

## **WATER TAXIS**

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Are available on request for persons wishing to leave early & can be pre booked if necessary. Payment is the responsibility of the hirer or individual on the day.

## 2013 Menu

### MENU ONE

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**\$56 per person**

Bread selection with dips and roasted vegetables  
Freshly shucked Sydney rock oysters with nori and coriander dressing  
Assorted sushi and nori rolls with wasabi and pickled ginger  
Pesto chicken with couscous and mint yoghurt  
Smoked chicken Waldorf salad  
Rocket and parmesan salad  
Garden salad  
Seasonal fruit platter  
Dessert platter (selection of assorted cakes, pastries and tarts)

### MENU TWO

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**\$66 per person**

Bread selection with dips and roasted vegetables  
Freshly shucked Sydney rock oysters with nori and coriander dressing  
Assorted sushi and nori rolls with wasabi and pickled ginger  
Marinated lamb cutlets with rice and tzaziki  
Mini baguettes with salmon, cream cheese & dill  
Peking duck pancakes with Hoisin sauce  
Vietnamese prawn salad  
Dessert platter (selection of assorted cakes, pastries and tarts)  
Australian cheese & seasonal fruit platter with lavosh, walnut bread & dried fruit

### MENU THREE

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**\$95 per person**

Bread selection with dips, marinated olives, roasted vegetables, spiced nuts  
Chilled prawns, bugs and crabs with condiments  
Open gourmet sandwich including ham, turkey, Swiss cheese, tomato, lettuce, dill, mayonnaise & mustard  
Selection of sushi, sashimi, Sydney rock and Pacific oysters  
Beef tenderloin & semi dried tomatoes on garlic baguette  
Marinated prawns and scallops with orange sabayon and coriander  
Smoked salmon, dill, horseradish cream  
Dessert platter (selection of assorted cakes, pastries and tarts)  
Australian cheese, seasonal fruit platter with lavosh, walnut bread, dried fruit & Belgian dark chocolate dipped strawberries.

Price includes GST. Food is subject to seasonal availability. Prices subject to change.

# 2013 Beverage Packages

## PACKAGE ONE

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**3 Hours: \$59 per person**

**4 Hours: \$73 per person**

Bottled Beer: Tooheys Extra Dry, Hahn Super Dry, Boags Light  
Sparkling: Seppelt Salinger NV  
White Wine: David Hook Pinot Grigio  
Angel Cove Sauvignon Blanc  
Red Wine: Wynn's 'The Gables' Cabernet Shiraz  
Soft Drink & Juices

## PACKAGE TWO

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**3 Hours: \$67 per person**

**4 Hours: \$83 per person**

Bottled Beer: Heineken, Corona, James Squire Amber Ale, Boags Light  
Sparkling: Chandon NV Brut  
White Wine: Villa Maria Sauvignon Blanc  
Yering Village Chardonnay  
Red Wine: Phillip Shaw 'The Idiot' Shiraz  
Dowie Doole Merlot  
Soft Drink & Juices

## PACKAGE THREE

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**3 Hours: \$89 per person**

**4 Hours: \$111 per person**

Bottled Beer: Stella Artois, Heinken, Corona, Boags Light  
Sparkling: Chandon Vintage  
White Wine: Vasse Felix Chardonnay  
Cloudy Bay Sauvignon Blanc  
Red Wine: Cape Mentelle Trinders Cabernet Merlot  
Tamar Ridge Pinot Noir  
Soft Drink & Juices

We Support the Liquor Act in respect to harm minimisation & reserve the right to refuse service to those that display signs of intoxication. Prices include GST. Beverages subject to availability. Prices subject to change.

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In this agreement the following terms (in both singular and plural forms) will have the respective meanings assigned to them

**Company** – means the J & J O'Brien Group of Hoteliers including all licensed premises, venues, hotels, bars and restaurants associated to the J & J O'Brien Group and or its entities.

**Client** – means any person or company or authorized representative of that company.

**Force majeure** - means an act, event or cause which is beyond the reasonable control of the concerned party, including:-

- (a) Act of God, peril of the sea, accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), marital law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), epidemic, quarantine, radiation or radioactive contamination;
- (b) action or inaction of a government or government or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legal enforceable order, and
- (c) breakdown of plant, machinery or equipment or shortages of labour, transportation, fuel, power or plant, machinery, equipment or material;

**Functions and Event Agreement** and the **agreement** refers to this entire document and including but not limited to any schedules, price lists or brochures.

**Organiser means** the person or persons appointed by authority signs this agreement on behalf of the J & J O'Brien Hoteliers Group.

### 2. ALCOHOL AND MINORS

- i. Cohibar, Belvedere, Jacksons on George, Marlborough Hotel and Watershed are licensed premises and operate pursuant to the Liquor Act 2007 and in accordance with the principles of Responsible Service of Alcohol, which is the governing law in NSW.
- ii. Shots and double (spirits and cocktails) will not be served in any exclusive functions
- iii. Any patron under the age of 18 years may be permitted on the aforementioned licensed premises only with the prior consent from J & J O'Brien Management (\*prior notice must be given before an event) and all other patrons will be required to present proof of age at the request of staff at any time.

- iv. Minors are permitted in the following spaces within these venues only for exclusive events until 10pm:
  - Watershed Ground Floor Exclusive
  - The Belvedere Hotel Level 1 Exclusive
  
- iv. As guests of private functions, minors are permitted on the above licensed premises stipulated in paragraph 2. iv above. The Organiser must ensure that children will remain under the strict supervision and remain the responsibility of a parent or legal guardian. The guardian shall be responsible for ensuring that no alcohol is consumed by or purchased for the minor. Any minor found to be consuming alcohol will be removed from the premises immediately (along with any other minor) and the remainder of the function will be cancelled.

**3. CONFIRMATION OF BOOKINGS**

- i. To secure the event booking, the Organiser is required to pay in full a damages security bond, to the value of \$1,000 and the agreed venue deposit within seven (7) days of initial invoice;
- ii. A booking will **NOT** be confirmed until J & J O'Brien receives full payment of the deposit, and this document furnished with the Organiser's signature consenting to these terms and conditions;
- iii. A provisional booking will only be held for a maximum of seven (7) days.

**4. CONFIRMATION OF NUMBERS**

- i. Confirmation of guaranteed/minimum numbers is required in advance of the event date, specifically:
  - (a) Blue Diamond vessel No less than 14 days prior to the function date.
  - (b) All other venues No less than 14 days prior to the function date.
- ii. As the final invoice is based on this number, charges will be based on guaranteed numbers or a final head count (as recorded by the venue manager), whichever is greater.

**5. PRICE AND PAYMENT**

- i. An initial deposit shall be required upon the signing of this agreement. The required deposit lists as follows:
  - (a) Blue Diamond vessels \$1,000
  - (b) Cohibar, Belvedere, Jacksons on George, Watershed Hotel \$500
- ii. A Booking is not confirmed until full payment of the required deposit price has been made;
- iii. Part payment is due 3 months prior to function; 50% of minimum spend required or 50% of confirmed food and beverage, whichever is greater;

- iv. Full and final payment is to be made with regard to:
  - (a) Blue Diamond vessels Ten (10) days prior to the function date;
  - (b) All other venues Seven (7) days prior to the function date;
- v. The client hereby agrees that on the function date there will be a minimum spend of an amount no less than the amount indicated on the Venue Specifications Table attached to this agreement.
- vi. Every effort is made to ensure prices remain as printed however these may be subject to change without notice;
- vii. All pricing is inclusive of GST.

## **6. CANCELLATION AND FORCE MAJEURE**

- i. If a party (“the affected party”) becomes unable, wholly or in part, by force majeure to carry out an obligation placed on it under this Agreement:
  - (a) Cancellation of the function is available at the request of the Organiser;
  - (b) The booking deposit, less \$200 administration fee may be reimbursed, if cancellation is made with respect to:
    - (aa) Blue Diamond vessels Not less than twelve (12) weeks from the date of the function or event, and or
    - (bb) All other venues being Not less than eight (8) weeks from the date of the function or event .
- ii. If cancellation of a function or event is made within the periods specified in paragraphs (aa) and (bb) above, the deposit and part payment may be liable to be retained by J & J O’Brien. However, should a third party subsequently books the venue; the deposit less \$200 administration fee may be reimbursed;
- iii. If cancellation of function is made within two (2) weeks of the function any and all payments will be retained by J & J O’Brien;
- iv. Martinis and Manicures Package - As unforeseen circumstances can often arise; cancellation of the function is available at the request of the Organiser. The booking deposit, less \$350 administration fee may be reimbursed, if cancellation is three 3 weeks prior to the event. Should the cancellation fall after the 3 week period, then both the security bond and deposit are non-refundable.

## **7. DETAILS / SPECIFIC REQUESTS**

- i. J & J O’Brien and/ or the relevant venue management will be pleased to quote for and arrange any equipment that may be required for the function, e.g. decorations, flowers, DJ, AV equipment etc. These charges will be added on to the total function bill inclusive of a 15% service fee;
- ii. Any and all specific arrangements and requests relating to menus, beverage lists, entertainment, audio/visual requirements and particular room arrangement must be

confirmed no less than fourteen (14) days prior to the function, or as otherwise previously agreed between J & J O'Brien and the Organiser;

- iii. If menu details are not provided within this period, J & J O'Brien cannot guarantee the availability of the dishes chosen;
- iv. Within this period, please advise if any guests attending the function have any specific dietary needs or requirements. J & J O'Brien shall not be held accountable for any loss or injury incurred by a guest due to the non-disclosure of a specific dietary requirement.

8. **DAMAGE AND INSURANCE**

- i. J & J O'Brien will take all reasonable care but will not accept responsibility for damage to, or loss of personal possessions at any of the aforementioned venues;
- ii. It is the Organiser's responsibility to obtain their own insurance for themselves, their guests, and any contractors, for the period that these persons or their possessions are in any and all parts of the venue;
- iii. The Organiser shall be held responsible for any and all damage and loss incurred to the premises, and equipment used during the function.

9. **RESPONSIBILITIES RELATING TO VENUE / ROOM**

- i. The Organiser agrees to begin the function and vacate the designated function space at the scheduled times agreed upon. In the event that a function should go beyond the agreed finishing time, J & J O'Brien may agree to grant an extension of time in favour of the Organiser, and reserves the right to impose a charge for each hour and / or part hour the function space is occupied thereafter;
- ii. The organiser agrees to cover all costs, expenses and outgoings for the provision of security measures for events. The need for security at the event shall be at the sole discretion of J & J O'Brien. Determination of the particular mode and extent of such security shall also be determined by J & J O'Brien;
- iii. Fire exits are not to be obstructed at any time. J & J O'Brien reserves the right to adjust any set up or exhibitions to ensure that all Health and Safety and Fire Regulation codes are not breached;
- iv. For all exhibitions produced by outside contractors, plans must be approved by J & J O'Brien a minimum of fourteen (14) days prior to the function. All contractors must liaise with J & J O'Brien in all matters of room and equipment set up, access and delivery, and removal;
- v. The relevant venue will only accept deliveries of goods or equipment on the day of the event. It is the responsibility of the Organiser that all equipment and goods be both delivered to and removed from the venue within the same day of the event, or as otherwise previously agreed between J & J O'Brien and the Organiser. Usage of a loading dock / access area may be pre-arranged at each venue and no parking is permitted in this area. J & J O'Brien does not accept responsibility for the storage of goods and equipment before, during, or after the event.



10. **GUEST RESPONSIBILITIES**

- i. J & J O'Brien shall at all venues enforce a dress code, and ensure that a dress standard is maintained for the benefit and reputation of these venues. Whilst jeans and themed dress is permitted in some venues, other venues may feature greater restrictions in relation to dress. It is the responsibility of the Organiser to ensure that all guests are aware of the venue's particular requirement;
- ii. The Organiser will be responsible to ensure the orderly behaviour of all guests, as well as any outside contractors or entertainers. J & J O'Brien reserves the right to impose noise restrictions or intervene as seen fit;
- iii. Any guest who is deemed to be intoxicated by J & J O'Brien management or staff will be refused entry to the premises. If a guest deemed to be intoxicated is within the premises, that guest will be refused service and/ or asked to leave the premises.

11. **UNFORSEEN CIRCUMSTANCES**

- i. In the event that J & J O'Brien is unable to comply with any provisions within this contract by virtue of any cancellation or interruption to gas or electricity supplies, industrial disputes, equipment failure, unavailability of food or equipment, or any other unforeseen contingency, the relevant venue management reserves the right to cancel any booking and/or refund any deposit without notice;
- ii. In the event that the venue be unavailable due to such aforementioned unforeseen circumstances, J & J O'Brien reserves the right to substitute similar venues. Every effort will be made to advise the Organiser of such a change in advance;
- iii. J & J O'Brien reserves the right to cancel a booking in the event that:
  - (a) The Organiser becomes insolvent, bankrupt, or enters receivership or liquidation.
  - (b) The nature of the function was to prejudice the reputation of either the Company or the relevant venue.

12. **RIGHTS AS TO PREMISES**

- i. J & J O'Brien reserves the right to:
  - (a) Grant or refuse entry;
  - (b) Close the function at any time; and
  - (c) Extend the hours of the function
- ii. Any additional security charges and / or other fees must be paid once an extension of operation is granted.

13. **CONSENT TO TERMS AND CONDITIONS**

- i. By signing these terms and conditions the Organiser accepts full responsibility for insurance cover for the event booked and all associated activities involved upon the Company's premises. The Organiser agrees to cover rectification (by repair or replacement) of any damage caused, as well as agreeing to indemnify the Company for any loss of trade or other costs involved due to any damage caused to the premises;
- ii. The Organiser consents to the use and occupation of the venue at their own risk. The organiser hereby agrees to keep the Company indemnified against all actions, suits, claims, demands, costs and expenses brought against the Company arising out of injury or damage to any person or property from or during the use of the Company's facilities;
- iii. This agreement shall be governed and constructed in accordance with the laws of New South Wales, Australia.

Today's Date:

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Client's Signature:

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Clients Printed Name:

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Company Details:

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Venue:

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Event/Function Date:

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Occasion for Function:

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