

TERMS & CONDITIONS

ORDERING/ PAYMENT

Your booking date with The Refectory Parlour by Bursaria is not confirmed until full pre-payment has been made. Payment can be made via credit card/debit card or direct transfer through our invoicing system.

All food & beverage orders must be placed by at least 2pm, 10 business days prior to your event. The Refectory Parlour by Bursaria will decide at its discretion whether an order can be accepted outside of these timeframes if received.

Please note that by making a payment for your event, you are agreeing to the terms and conditions, as outlined in this document.

CHANGES & CANCELLATIONS REFUND POLICY

We, The Refectory Parlour by Bursaria, will do our best to accommodate last minute changes, however it may not always be possible. If you do need to cancel an order, we ask that you please let us know before 2pm five business days prior.

Cancellations timeline:

3 months prior to booking: Charges refunded less incurred costs by Bursaria
3 months prior to booking up to 5 days prior to booking: Bursaria will retain 25% of the minimum spend including any processing fees to cover the incurred costs by Bursaria
Within 5 days of booking: Bursaria will retain 100% of the total amount invoiced including any processing fees

In the instance that a pre-booked event must be delayed or cancelled, or you or your guests are unable to attend due to an occurrence or circumstance as a result of contracting COVID-19 or decisions made by the State or Federal government which restricts the gathering of people or limits travel, The Refectory Parlour by Bursaria will retain your payment for expenses incurred and endeavour to accommodate you to reschedule the event to a new date with the remainder of funds from your original booking date less incurred costs.

WEATHER CONDITIONS

The Refectory Parlour by Bursaria is an all-weather space. Our Pop-Up Picnic space is located outside, and it is necessary to be weather ready due to Melbourne's unpredictable and sometimes extreme weather. All bookings will be honoured regardless of weather conditions.



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LARGE GROUPS/ BOOKINGS

The Refectory Parlour is part of the Werribee Park Precinct which is controlled by Parks Victoria. Parks Victoria may, in its absolute discretion, accept or reject any application for the hire of any site in the Werribee Park Precinct at any time.

All inquiries in relation to any aspect of your food and beverage order are to be directed to Bursaria via email at hello@bursaria.com.au or contact (03) 9731 7101. All other inquiries in regard to park hire are to be directed to Parks Victoria.

PICNICKING & EVENTS IN THE WERRIBEE PARK PRECINCT

It is a condition of entry into the park that **all** rubbish be removed from the site including all the packaging from your picnic/function and taken with you.

FOOD SAFETY

The Refectory Parlour by Bursaria operates under a food safety program, which ensures that each process and step is systematically analysed, making sure that potential problems are identified, and sufficient controls are put in place to reduce and eliminate risks. Your Parlour hampers are made fresh daily and are not frozen. The Refectory Parlour by Bursaria will provide detailed heating instructions for each menu item so you can heat and store your items correctly if required.

We **will not** be held liable or responsible for your health and safety once food has left our premises or been delivered, it must be handled and stored correctly and consumed within the appropriate time frame.

DIETARY REQUIREMENTS

The Refectory Parlour by Bursaria will endeavour to cater for special dietary requirements and allergies. However, due to the working environment of the kitchens and some externally sourced ingredients, trace allergens may sometimes be present and cannot be guaranteed against. If you require specific dietary information or have a special request, please email or call us during business hours (03) 9731 7101, we are here to help.



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EXTERNAL DECORATION

Please note that confetti, rice, glitter, balloons, rose petals, or any other similar items are not permitted in the Werribee Park Precinct or in any area adjacent to the facility. It is the responsibility of the Client to inform all guests in attendance prior to the Event. If the Client or the Client's guests or invitees breach this clause the Client will pay for the cost of removing and cleaning as well as any other loss or damage caused as a result of such breach.

Gas cylinders, flammable liquids, burners, naked flames, candles, firecrackers, sparklers, and smoke machines are not permitted throughout the Werribee Park Precinct or inside any of the Event spaces. Bursaria reserve the right to remove any equipment that does not meet these requirements.

EXTERNAL FOOD/BEVERAGE

The Refectory by Bursaria does not allow for external food/beverage to be brought onto the premises for any reason. If you have any further questions regarding this, please email or call us during business hours (03) 9731 7101, we are here to help.

CONDUCT ONSITE

The Client is responsible and liable for any damage caused to The Refectory walls, floors, fixtures and furniture, underground services, plant material or any other fixed or movable item caused by the Client's agents, invitees, employees, and associates in the Werribee Park Precinct. Such damage will be rectified by Bursaria contractors at the Client's expense.

RESPONSIBILITY AND DUTY OF CARE – RESPONSIBLE SERVICE OF ALCOHOL

You must be 18+ years of age to collect and consume alcohol on our premises. The Refectory Parlour by Bursaria has a duty of care to all patrons and as such reserves the right to refuse the service or delivery of alcohol in accordance with its liquor licence conditions. Alcohol limits apply.

COVID-19

It is both The Refectory Parlour by Bursaria and your responsibility to abide by all Government regulations and Department of Health guidelines. These regulations and guidelines are subject to change, and it is both The Refectory Parlour by Bursaria and your responsibility to adhere to, and change with, those regulations and guidelines accordingly.



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EQUIPMENT HIRE

Definition's "Equipment" means the items hired out by the Owner to the Hirer. "Hirer" means any person who requests the Owner to hire Equipment to it, including its employees and agents. "Owner" means 'Bursaria Fine Foods Pty, Ltd' ABN 39 117 098 843, its employees, and agents. 'Terms' means these terms and conditions.

Charges are based on a set pre-booked time out not time used; The Hirer agrees to return the equipment to the Owner at the end of the pre-booked time frame. The period of Hire shall commence from the allocated pre-booked time set until the end of the allocated pre-booked time. Allocated time frame is 2 hours.

The Hirer will be liable for the cost of replacement of equipment if lost or stolen while in its possession. The Hirer agrees to advise the Owner immediately of the loss, theft, or damage to equipment. The Hirer agrees to pay the Owner's hire charge and any other charges, including charges for loss, damage and repairs or any tax, GST, duty, levy, or other expenses paid or payable by the Owner.

Loss of or Damage to Equipment If the Equipment is lost, breaks down or is damaged, the Hirer must immediately notify the Owner of the details. Notification shall not absolve the Hirer from its obligations under these Terms. In the event that the Equipment breaks down or becomes unsafe to use, the Hirer shall immediately stop using the Equipment and take all steps necessary to prevent the Equipment from sustaining any further damage. The Hirer must also take all steps necessary to prevent injuries from occurring to any person or property as a result of the condition of the Equipment and must not repair or attempt to repair the Equipment without the Owner's prior written consent.