

## **DRY HIRE – WEDDING VENUE TERMS & CONDITIONS**

Thank you for choosing **our venue** which is owned and operated by **Bec and Brendon Slatyer (ABN 76 331 410 084)** (hereafter '**our**', '**we**', '**us**') for your special day ('**the Event**').

This is an Agreement under which you (hereafter '**you**', '**your**' or '**the Client**') agree to purchase one of our packages for the price set out in the finalised invoice ('**the Price**') and provided by us on the day or weekend of your Event ('**Event Date**') in accordance with the terms set out below ('**the Terms**').

Please read these terms carefully before confirming your Event Booking with us or using our Services. This and an additional '**Booking Form**' provided to you will be referred to hereafter as 'the Terms'. The Terms are important because they set out the rights and obligations of you as the Client, details of your Event, payment terms and the use of our Services ('**Your Booking**').

Your Booking is confirmed once we have received an executed copy of these Terms. However, where you fail to provide an executed copy of the Terms but proceed to use our Services or pay the Booking Fee, you confirm your agreement to be bound by these Terms. This Agreement expressly supersedes all prior agreements or arrangements with you.

### **1. THE SERVICES**

1.1. We offer our Services by way of a package ('**Services**'). We may also offer, at any point in time, the following additional services:

- (i) Accommodation;
- (ii) Hire Items ('**Additional Services**')

Confirmation of the particular service(s) offered will be agreed between the parties and expressed in **the Booking Form and finalised invoice** provided to you.

### **2. BOOKING FEE**

2.1. You must pay a non-refundable booking fee of 20% of the quoted price ('**Booking Fee**').

A Booking Fee is required for all bookings and is non-refundable and non-transferable (except where otherwise outlined within this Agreement). The purpose of the Booking Fee is for, but is not limited to, securing our Services for a specified date, related consultations, research, quoting, rent, licensing, insurances, administration and ongoing client management.

2.2. You may tentatively book the Event Date for a period of seven (7) days from the date that you send a written request reserving your specific date. However, the tentative booking will automatically lapse and the Event Date will not be confirmed until;

- a) The Booking Fee is paid in cleared funds to our account;
- b) A signed set of these Terms are received.

### 3. PRICING

- 3.1. Each of you, as the Couple, will be jointly and severally liable for all payments owing to us.
- 3.2. You should be aware that the Price quoted for the Package may change due to unforeseen circumstances not present at the time of taking your Booking. This includes where your initial expectations have exceeded what was expressed at the time of taking the Booking.
- 3.3. You will be required to pay a “Security Bond” before using the Venue and it is done by way of a FINAL Invoice which is due six (6) weeks prior to The Event. That amount is \$500.00. The Security Bond will be retained where there is damage to the Venue, or there is excessive cleaning needing to be performed. Otherwise, the Security Bond will be refunded within seven (7) post The Event.
- 3.4. You are required to pay for the Package as follows:
  - a) The Booking Fee as outlined in Clause 2;
  - b) A payment of 50% of the outstanding balance of the **Price**, due **four (4) months** prior to your Event Date (**Progress Payment**); and
  - c) A payment of the balance of the Price plus the \$500 Security Bond and any additional fees due **six (6) weeks** from your Event Date (**Final Payment**).
- 3.5. For all payments we will provide you with an invoice for the Services in advance.
- 3.6. We offer an initial viewing of the venue upon booking our Services. Further viewings may be arranged at our discretion.
- 3.7. Public Holidays will incur a 15% surcharge on the Venue Hire Fee. We do not offer weddings or events on Easter or Christmas.
- 3.8. We reserve the right not to provide the services if the payments are not made by you in accordance with these Terms.
- 3.9. The parties agree to positive cooperation and communication with each other. We are not responsible for key individuals’ failure to contact us, or to cooperate during any meetings with us, or the Booking itself. You understand that we require fair, realistic notice to attend to requests. Poor planning or miscommunication on your part will not be treated by us as an emergency. You understand that last minute changes can impact the quality of the Services and as a result, will not be responsible for these compromises in quality. Where we feel that there is no satisfactory cooperation and communication, we may terminate this agreement immediately.

#### **4. POSTPONEMENTS AND CANCELLATIONS**

- 4.1. You may cancel this Agreement at any time, by notifying us in writing via email and by doing so, you forfeit the Booking Fee and any monies paid to date in accordance with Clause 3.
- 4.2. If you cancel your Event:
  - a) More than four (4) months prior to your Event Date, you forfeit the Booking Fee;
  - b) Between four (4) months and six (6) weeks from your Event Date, you forfeit the Booking Fee and the Progress Payment; and
  - c) Within six (6) weeks of the Event Date, you forfeit the full amount of the Price and all additional fees incurred up to the date of cancellation.
- 4.3. Cancellation does not affect your obligation to pay for any Services already provided.
- 4.4. In the event that you wish to postpone your Booking, we will transfer all monies paid to the new date. The new date however has to be a date that is mutually acceptable to both parties. Further, any requests to postpone your Event Date to a date more than twelve (12) months from the Event Date will be treated as a cancellation and any new agreed date will be treated as a new, separate booking. We will not be required to refund any monies paid at that point.

#### **5. MENU/FOOD**

- 5.1. We work with a number of preferred caterers and will direct you to these caterers from which you may wish to choose. Alternatively, you may wish to appoint a caterer of your choosing that is not from our Recommended Suppliers List. It is expected that you will be required to enter into terms and conditions with the Vendor and it is your responsibility to fully understand the rights and obligations of that contractual arrangement. We cannot and will not give you advice on these contractual arrangements and you must take the opportunity to obtain independent advice, whether legal or otherwise, in relation to these contractual arrangements.
- 5.2. It is important that you understand that we are not responsible for the payment of invoices for any vendors that you engage with, whether through our introductions.
- 5.3. Where our preferred caterers are not chosen as the caterers for your Event, you must choose one that carries all necessary licenses, approvals and insurance required in order to provide the Services. They must conduct themselves in a professional manner whilst at our Venue.
- 5.4. Where we have permitted the use of food trucks, you will be required to organise, hire, set up, and pack down, crockery, cutlery, please note we are a glass free venue. However, the use of food trucks is conditional upon rubbish from the service of food from the food truck being

cleaned up and taken away. Where this does not occur, we reserve the right to charge you an additional Cleaning Fee of **\$150.00**.

- 5.5. All handling of food, including the cutting of the cake, must be completed by persons with a food handlers' certificate and relevant insurance.
- 5.6. You acknowledge that if you need to change the date or any other aspect of your planned event, you may risk any monies paid to the vendor and those payments are your responsibility as the contracted party.

## **6. ALCOHOL / LIQUOR LICENSING**

- 6.1. You **must** engage a Vendor that is a professional catering company (with a valid ABN/ACN) that holds a Queensland Responsible Service of Alcohol ('**RSA**') certificate to serve alcohol at your Event. You must provide us with a copy of the RSA certificate seven (7) days prior to your Event.
- 6.2. Where you engage a vendor to serve alcohol, the vendor must only use plastic cups for the service of drinks. There is no glass allowed.
- 6.3. We do *not* permit BYO alcohol. Should guests be seen to be consuming or bringing in beverages not offered by the holder of the approved professional catering company with relevant RSA certificate at our Venue, they may be asked to leave the premises. We also reserve the right to remove and discard any alcohol brought into our Venue.
- 6.4. We uphold the principals of "Responsible Service of Alcohol" and in accordance with Liquor Licencing Laws reserves the rights to refuse to supply alcohol to persons suspected of being under 18 years of age, showing signs of intoxication or aggression or signs of other drug use.
- 6.5. You must ensure that bottled water is always on offer and available if alcohol is being served.
- 6.6. We reserve the right to refuse entry to our Venue to any of your guests, invitees or vendors if the person is, or appears to be to a reasonable person, intoxicated or under the influence of other substances. We reserve the right to ask such guests, invitees or vendors to leave our Venue.
- 6.7. Where the Liquor Licencing Laws are breached by guests and a fine is incurred by our Venue, you agree to indemnify us for any loss suffered as a result of this breach, including but not limited to any fines incurred by regulatory bodies.
- 6.8. Service of alcohol must not be available after 11.00pm each night of your Event/stay.
- 6.9. You are responsible for ensuring that our Venue is vacated promptly (by all your guests NOT residing on the property overnight, invitees and vendors), by 12.30pm on the Event Date.
- 6.10. You must nominate two (2) responsible persons willing to monitor the conduct of all guests during the event. The responsible persons must over 18 years of age, be known to guests and be

capable to manage unreasonable behaviour. We ask that your MC communicates this early on in the evening to the rest of the guests.

## **7. GUEST ATTENDANCE**

- 7.1. Guest attendance numbers must be finalised eight (8) weeks prior to the Event Date. You must be aware that the venue holds a maximum number of 100 guests. Where the final attendance number increases within **eight (8) weeks** of the Event Date, you are required to notify us in writing as soon as possible.

## **8. SMOKING**

- 8.1. Guests, invitees and Vendors are unable to smoke cigarettes, e-cigarettes, and the like at the Venue. In the interest of public safety, those who wish to smoke must do so in the designated area.
- 8.2. It is your responsibility to communicate these facts to all guests or invitees attending their event, written in the housekeeping rules.

## **9. USE OF VENDORS OR CONTRACTORS**

- 9.1. You are required to inform us of all vendors or contractors engaged by you to perform services for or on the Event Date. The following details must be disclosed to us at latest thirty (30) days prior to the Event Date, via the Wedding Fact Sheet Document and including;
- i) Business name;
  - ii) Contact number;
  - iii) Expected arrival time; and
  - iv) General nature of items being used or brought into our Venue.
- 9.2. It is your responsibility to ensure all other vendors or contractors that will be in the same location as the goods and services provided have the necessary insurance should any loss, damage or expense be suffered by ourselves.
- 9.3. We reserve the right to refuse a Vendor or ask a Vendor to leave our Venue, where we determine that the Vendor is not abiding by laws, regulations and by-laws and government or regulatory orders applying to the Booking and our Venue.
- 9.4. All vendors are subject to the same terms and conditions contained below and you are required to inform all vendors that they are required to abide by these terms.
- 9.5. We reserve the right to control volume levels of entertainment at all times or cancel entertainment if requests on volume levels are ignored.
- 9.6. We will not store items prior to the Event Date unless agreed prior to the Event Date and we are not liable for any damages that may occur to the previously agreed upon stored items.

- 9.7. All sound, electrical and lighting requirements, signs, banners and decorations connected with the Booking must be approved by us before the Booking.
- 9.8. You warrant that you have checked that its vendors and/or contractors have the appropriate insurance in order to provide the Services for the Booking. You must ensure that the vendors and/or contractors maintain this insurance and it is up to date.
- 9.9. You should consider whether wedding insurance is appropriate and upon obtaining that insurance, ensure that you fully understand the coverage of that wedding insurance and its applicability to these Terms.

## **10. DAMAGES, REPAIRS AND CLEANING**

- 10.1. You are financially responsible for any repairs for damage to equipment or property or extra cleaning costs which may become necessary due to the damage or other matters caused by guests or your invitees whether accidental or otherwise.
- 10.2. You, and you must ensure all of your guests, leave the Venue exactly as you found it. You must clean the Venue (both inside and outside areas).
- 10.3. Extra charges may be payable if the Booking has created cleaning needs (determined at our sole discretion). The damage will be assessed for any major stains, bodily fluids, spillages and the cost associated to clean the area will be charged to you.
- 10.4. All guests or invitees enter our Venue entirely at their own risk.

## **11. SPECIAL TERMS AND RESPONSIBILITIES OF CLIENT**

- 11.1. Children must be supervised at all times. It is important and required that Children must not wander the property unsupervised.
  - a) children are not permitted to play in any “off limits areas”.
  - b) where the above children requirements are not adhered to by guests, we reserve the right to request the children who have broken the requirement be removed from our Venue.
- 11.2. Adults and Children are required to wear footwear at all times.
- 11.3. You are responsible for ensuring that you, the guests and vendors do not enter restricted areas, such as the residential space on the property. No member of the Couple, guest or vendor is able to enter any areas marked, ‘no entry’, ‘private residence’. You must make your guests aware that surrounding farmlands and crops are out of bounds, and must adopt a “Look But Don’t Touch” position in relation to the same.

- 11.4. You should be aware that Farming runs on a tight schedule and we have no control of the crop type that is planted or the harvest times. We will do our best, but cannot guarantee, to work together with harvesting and the timing of your event.
- 11.5. We reserve the right to ask that a patron leave any area not designated, and if this demand is not adhered to, we reserve the right to remove the person from the property entirely.
- 11.6. We reserve the right to intervene with activities in and throughout our Venue on the Event Date that are subjectively considered illegal, noisy, offensive or dangerous.
- 11.7. You are responsible to ensure the removal of all personal items at the Conclusion of the Event, or with our written permission, no later than the departure time listed in your Booking Agreement.
- 11.8. You must not, and must use your best endeavours to ensure that you, your guests, vendors and/or any contractors, do any of the following:
- a) damage or attempt to damage any part of our Venue or its installations, fittings or fixtures;
  - b) damage, touch, lean against, sit on, move, cover, obscure or endanger any heritage items or displays in our Venue;
  - c) attach any sign, decoration or other item to any part of our Venue;
  - d) interfere with or alter any of the irrigation, electrical, security, lighting or sound systems in our Venue;
  - e) invite or permit into our Venue more than the expected number of guests specified in the Schedule;
  - f) enter areas of our Venue other than the area specified in the Schedule, except for the areas designated as the route for entry to and exit from our Venue or for use of toilet facilities;
  - g) create excessive noise or vibration in any part of our Venue;
  - h) bring into our Venue any flammable materials, or light or maintain a naked flame except in a manner approved by us in writing;
  - i) take or consume any food or drink outside our Venue;
  - j) use our Venue for any purpose except the Booking as described in the Schedule;
  - k) do, say or display anything defamatory, offensive or of a pornographic nature.

- 11.9. You are able to use real, natural flower petals for your event. We do not permit the use of confetti, rice, smoke machines, fireworks or related pyrotechnics or similar items in any part of our Venue.
- 11.10. Rehearsals in your nominated ceremony space are available by appointment, depending on our availability. We suggest Rehearsals are booked for the afternoon/evening of your arrival.
- 11.11. You cannot use any citronella bamboo torches or Tiki style torches. Any outdoor heating must be gas powered only.
- 11.12. You must immediately notify us if any emergency services are called to the Venue.
- 11.13. You must provide your own first aid facilities/first aid kit.
- 11.14. You acknowledge that we are located in a High Fire Danger area and you agree to ensure you and all of your guests strictly adhere to all fire danger directions and instructions including any from the Rural Fire Service (**RFS**).
- 11.15. You acknowledge and agree that on Extreme or Code Red days, as declared by the RFS, we will evacuate our Venue early and you and your guests and Vendors will not be permitted at our Venue at these times. In these circumstances, your Event will be moved to a mutually agreed date.
- 11.16. All outdoor activities planned by you must be approved in writing thirty (30) days prior to the Event.
- 11.17. We have very limited onsite parking and bulk cars will impede on the aesthetics of the venue, we are located on a single lane country road, so bus transfers are the preferred option. We recommend *Emerson Bus Company which can be contacted on 4096 5262.*

## **12. DELIVERY AND PICK-UP OF EQUIPMENT**

- 12.1. All deliveries for the Booking must be arranged with and approved by us prior to delivery.
- 12.2. Payment for any delivery of goods must be made by you in advance to the delivery.
- 12.3. Assistance for moving in or out of equipment is not guaranteed and will only be possible if notice is given.
- 12.4. You must, at the end of the Booking:
  - a) promptly remove any goods or materials brought into our Venue by or on behalf of the Client by **the specified time of departure** unless otherwise agreed; and
  - b) leave our Venue in a reasonably clean and tidy condition.

12.5. You must comply with all directions of our management whilst in our Venue.

### **13. SETUP**

13.1. It is your responsibility to arrange the set-up of our Venue suitable to your needs and requirements. In the event that hanging installations are planned, such Vendor must have necessary licenses, insurance or approvals necessary.

13.2. Our Venue will be available to arrange the set-up at a time agreed with us. Food and alcohol trucks are allowed to set up as early as 9am on the day of the event.

### **14. DECORATIONS**

14.1. It is your responsibility to arrange for decoration of our Venue.

14.2. We do not currently offer Styling Services, and therefore, unless with prior written approval, will be unable to assist with, but not limited to, the placement of name tags, menus, flowers, table centrepieces, chair sashes, backdrops, or any other item that is of a decorative nature.

14.3. We are happy to allow you to decorate our Venue to your liking (subject to our approval and these Terms and Conditions) however it is imperative to maintain safety in doing so.

14.4. We have the sole discretion to allow or disallow certain decorations at our Venue, and where instructions are not followed, we reserve our rights to remove any disallowed decorations.

### **15. INTELLECTUAL PROPERTY**

15.1. You acknowledge that we may take images and/or video of you using our Venue on the Event Date. You hereby irrevocably waive all copyright rights (including moral rights) in any such images and agree to provide us a royalty free nonexclusive licence to use any such images for our marketing purposes.

15.2. By accepting these terms, you confirm that you have given permission, and sought the permission from your guests and vendors, for us to take images and videos.

15.3. Any photographs, videos or sound recordings taken by you must be for personal use only and must be taken legally. Any use, reuse or production for commercial purposes without our express written consent is strictly prohibited.

### **16. WARRANTY, LIABILITY, AND INDEMNITY**

16.1. To the extent that the Australian Consumer Law allows, we provide the Services on an “as is” and “as available” basis and disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise with respect to the Services (including all information contained therein), and including any implied warranties of merchantability, fitness

for a particular purpose, non-infringement, title or ownership.

- 16.2. Subject to clause 16.1 above, we accept no responsibility and are not liable for any direct or indirect, special loss or damage, injury to or death of any person, corporation or other entity in connection with this Agreement or the Services, howsoever caused save for the event we have contributed to such loss or damage or injury.
- 16.3. We will not be liable to you or any other person for any liability or claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.
- 16.4. To the maximum extent permitted by law, you will indemnify us against any liability arising from or in connection with:
- (i) Any act or omission by you;
  - (ii) Any breach of these terms; and
  - (iii) Any third-party claim against us;

arising from or in conjunction with this Agreement, but this indemnity will be reduced proportionately to the extent the liability was caused by our negligence.

## **17. FORCE MAJEURE**

- 17.1. We will not be liable or responsible for any failure to perform, or the delay in performance of, any of its obligations under the Agreement that is caused by any act or event beyond our control. Examples include, but are not limited to, acts of God, flood, bushfire, warfare, government laws or regulations, electrical fire, strikes by suppliers (known as 'force majeure circumstances').
- 17.2. If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Agreement becomes impossible, we will contact you as soon as reasonably possible to notify you. Our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of that force majeure circumstance.
- 17.3. In genuine force majeure circumstances, we will endeavour to arrange a new date for the Booking with you after the event outside of its control is over. We must use all reasonable endeavours to mutually agree on a new date, but if we are unable to agree on an alternative date, the Booking will be considered cancelled under the terms outlined in Clause 4.
- 17.4. This clause does not apply in circumstances where an event outside of our control occurs but the circumstances still make the Booking possible (notwithstanding inconvenience or financial

hardship). If events beyond our control occur (such as restrictions to numbers of guests, or density requirements) but it is entirely possible for us to provide a substantial part the Services, any choice to cancel your event is done so at your own initiative and the usual cancellation clauses in these Terms apply.

- 17.5. If you cancel the booking or vary the booking because the alleged event outside of our control causes mere inconvenience or changes the booking in a manner that does not suit you, our postponement and cancellation policies apply.

## **18. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement constitute the entire agreement between us with respect to the Services and shall not be amended, except where mutually agreed in writing.

## **19. DISPUTES**

Both parties agree that any disputes arising from provision of the Services shall be negotiated with a view to settlement prior to either party issuing legal proceedings.

## **20. TERMINATION**

- 20.1. We may immediately terminate, or suspend the performance of this Agreement and you must immediately pay any money owed to us if:

- (i) we experience harmful or threatening behaviour;
- (ii) you fail to provide instructions or cooperate with requests for information;
- (iii) you breach a term of this Agreement and you do not remedy the breach within fourteen (14) days;
- (iv) any invoice rendered by us remains outstanding;
- (v) you breach a term of this agreement which is not capable of remedy;
- (vi) we give fourteen (14) days notice of my intention to terminate or suspend the performance of the agreement.

- 20.2. You may immediately terminate, or suspend the performance of, any agreement in the event of substantial breach by us of my obligations hereunder, where any such breach has not been remedied within 30 days of written notice from you requiring the breach to be remedied.

## **21. GOVERNING LAW AND JURISDICTION**

Any Agreement between us is governed by the laws of the state of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with any Agreement.

## **22. SEVERABILITY**

If any of these terms are invalid or unenforceable in any jurisdiction, that term must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being

severed to the extent of the invalidity or unenforceability, without affecting the remaining terms or affecting the validity or enforceability of that term in any other jurisdiction.

**23. MISCELLANEOUS**

- 23.1. If any provision of this Agreement is unenforceable, the provision will be severed, and the remaining provisions will continue to apply.
- 23.2. We may assign any rights or benefits under this Agreement to any third party.
- 23.3. You may only assign any rights or benefits under this Agreement with our prior written consent.
- 23.4. This Agreement incorporates the entire understanding of the parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.

**24. EXECUTION BY PARTIES**

- 24.1. This agreement must be executed by each party named. In instances where it is signed by one party, the signing party acknowledges and warrants that they have the authorisation to execute the agreement on behalf of the other party. In doing so, they also warrant that the other party has read and understood the Terms prior to providing permission to execute.

**Signed by,**

\_\_\_\_\_

**Bride's Signature**

**Dated:**

\_\_\_\_\_

**Signed by,**

\_\_\_\_\_

**Groom's Signature**

\_\_\_\_\_

\_\_\_\_\_

**Farmview Cottage (Bec & Brendon Slatyer)**

**Dated:**

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