

CALVIN ESTATE
STANDARD TERMS & CONDITIONS
FUNCTIONS

Interpretation

The Agreement between the parties comprise the Event Booking Form, these terms and conditions and the Function Package.

1. Function Package

The Function Package includes:

1. Services as outlined in the Function Package provided to you.
2. RSA qualified beverage bar staff.
3. Calvin Estate Onsite Manager and Licensee (see clause 13 below).

2. Booking Deposit

Payment of the full Booking Deposit guarantees the Package Rate as outlined in the Function Event Booking Form. We reserve the right to vary the Package Rate until the full Booking Deposit is paid.

You agree to be bound by the terms of this Agreement on the first of the following to occur:

- a) You pay to us a Booking Deposit of \$2,500.00; or
- b) You provide us with a signed copy of this Agreement.

3. Terms

On the date that is six (6) months prior to the Function Date you must pay to us 50% of the total calculated Package Rate and on the date that is three (3) months prior to the Function Date you must pay to us the balance of the calculated Package Rate less the deposit paid.

You acknowledge that our obligation to provide the Goods and Services under this Agreement is subject to you paying the Package Rate in full. A final Function invoice will be issued four months prior to the Function Date with a post Function reconciliation advice issued following the Function outlining any adjustments, if required. Following the function, any outstanding costs will be deducted from the Bond as referred to in clause 16.

Interest charges may apply for invoice amounts unpaid by the due date at a rate of 12% per annum.

4. Variations and Ceremony Guests

You may request that we vary any of the Goods or Services or vary the number of guests at any time up to one month prior to the Function Date. No change in guest numbers will be accepted within fourteen (14) days of the function.

Guests, in addition to the agreed seated Reception group, attending post Ceremony beverages will be charged at the rate of \$20.00/head.

5. Catering

Calvin Estate takes no responsibility for food supplied by you or your guests or any issues arising from your onsite storage or consumption. It is your sole responsibility to inform Calvin Estate or our catering contractor in writing of any food allergies and/or food intolerances.

Whilst all care is taken in relation to food allergies and intolerances advised to us or our catering contractor Calvin Estate takes no responsibility for any adverse reaction by any guest to the food prepared and served by our catering contractor.

All care will be taken to identify guests who have requested a special dietary meal including those guests with food allergies and food intolerances, however, due to the social nature of events guests often change their seating location even if only for a brief time and as a result the ultimate responsibility lies with the guest to identify themselves and their dependents, including but not limited to children, to the catering service staff. Payment for catering component should be made directly to Monkey Place Catering.

6. Service Delivery

In accordance with local Council restrictions the reception must finish by 11.30pm. Liquor License restrictions limit the service of alcoholic beverages to 11pm.

7. Access and Decoration Setup

The Barrel Hall and Ceremony area will be available on Thursday from midday to 6pm sharp for Friday weddings and on Saturdays from 9am for weddings on that day, unless available earlier. Access times can be arranged directly with the wedding coordinator in advance. Any decorations proposed to be secured to the building (internal or external) must be first approved by the onsite Manager. You are responsible for Function decorations.

8. Parking and Onsite Vans

Guests and suppliers are to use the approved parking area only. Parking or driving is not permitted on grass areas around the main buildings or gate area unless otherwise approved. Disabled parking is available in marked zones.

Calvin's public liability insurance does not cover the use of caravans or camper trailers brought onsite for overnight stays by guests. Other than for the duration of a Function, caravans or camper trailers must not be used on the Estate.

9. Safety

It is your responsibility to ensure guests, including but not limited to children, are kept away from any hot or potentially dangerous equipment. Calvin Estate accepts no responsibility or liability for any damage to property or persons caused by non-compliance with event venue rules, safety regulations or our reasonable requests.

10. Security, RSA, Smoking, Pets, Children, Fireworks

We reserve the right to utilise security staff to manage risk to the property or assets if we consider it necessary. Service of alcoholic beverages for your reception is subject to responsible service of alcohol and staff may refuse to serve guests in accordance with RSA requirements. In general, provision of alcoholic beverages during the reception will be limited to reasonable consumption as deemed by us. Should an incident arise within the licensed area, the patron(s) involved will be immediately requested to leave the premises.

Under NSW laws smoking is not permitted in public dining or licensed drinking areas (Barrel Hall and Garden Courtyard).

The Estate, including Calvin House, are pet free zones. The local Hunter Pet Motel offers a pet pickup and delivery service, if required.

We highly recommend a baby sitter be provided where there are more than 5 children (under 12 years) included on the guest list. Please ask about this service. You will be held responsible for the actions of minors.

Fireworks and live flames are not covered under Calvin Estate's Public Liability insurance and are not permitted. Live candles in the Barrel Hall or Garden Courtyard are permitted if contained in an enclosed glass jar or similar. Open candles are not acceptable due to the fire risk.

11. Entertainment

You are responsible for the engagement and conduct of entertainment providers. You must provide details of the entertainment providers to us at least thirty one (31) days prior to the Function Date. We reserve the right to nominate where a live band or DJ performs on the Estate. Consumption of alcohol by a contractor employed by you is not permitted.

We reserve the right to terminate any entertainment or event that is unauthorised or deemed inappropriate at any time during the function.

12. External Suppliers

You must provide us with the details of any external suppliers or contractors and their requested access requirements to us at least fourteen days (14) prior to the Function Date. We accept no responsibility for your use of external suppliers or their equipment.

13. Event Director and Onsite Manager

The Calvin Onsite Manager and/or Event Director will be present for the duration of the function. This person will be available to assist you with technical aspects of the site.

You must follow the reasonable directions of the Onsite Manager or Event Director during your function.

14. Loss and Damage

You are responsible for any loss and/or damage to the Estate, or that we suffer or incur, including but not limited to accommodation facilities, function rooms, furniture, fixtures and fittings, equipment and gardens caused by you, your guests, your agents or suppliers, in connection with the function. A fee of \$250.00 will apply where heavy duty cleaning equipment is required to remove stains caused by your guests or their actions.

You indemnify and hold us harmless against any liability, cost or loss (including legal costs on a solicitor-client basis and consequential loss) incurred by us arising from your breach of these terms and conditions or misuse of the Estate and from any claim against us by any third party, including your guests, in connection with the function. You warrant that all contractors or sub-contractors providing services to you for your event at Calvin Estate hold current workers compensation and public liability insurance.

15. Payment

Payments can be made by way of EFTPOS, Visa or Master Card or by direct deposit into Calvin Estate's account at the CBA: BSB 062 581, Account 10256478. Credit card privacy laws are fully respected.

16. Bond

A bond in the sum of \$1,000.00 (**Bond**) is required with every booking. Credit card is the only form of payment accepted for the Bond. You authorise us to debit your credit card specified in the Event Booking Form for the Bond.

The Bond is held by us as security for your obligations under this Agreement. In the event you default in the payment of any monies to us or in performing some other obligation under this Agreement, or where we suffer a loss pursuant to the indemnity at clause 14, we are entitled to appropriate the whole or part of the Bond in satisfying the outstanding obligation and for compensation. If our loss incurred is greater than the Bond, then you are required to pay the balance outstanding.

We will refund the Bond to you, less any amounts forfeited or appropriated by us in accordance with this Agreement, within 7 business days after the Function Date.

17. Cancellation and Refunds

If you cancel your function more than twelve (12) months in advance of Function Date all monies paid to us, less the booking deposit, will be refunded to you within fourteen days of the receipt of your written notice of cancellation. The booking deposit will be held until such time as the same date is rebooked to the same or greater value in which case the booking deposit will be refunded to you. If the cancelled date remains unbooked the booking deposit will be forfeited and a notification provided. Every reasonable endeavour is made to rebook cancelled dates.

If you cancel your function within twelve (12) months of the Function Date any and all monies paid to us will be forfeited.

We reserve the right to cancel your booking, if monies due for payment under invoice have not been received within seven (7) days of the due date. A fourteen (14) day notice of impending cancellation will be issued. Cancellations must be in writing.

18. Force Majeure

In the event of Calvin Estate's inability to comply with any of the provisions due to interruption of electricity or gas supplies, industrial disputes, plant & equipment failure, unavailability of food stuffs, or any other unforeseen contingency or accident, Calvin Estate reserves the right to cancel any booking.

19. General

Unless otherwise stated, prices include GST and are in Australian dollars.

If the day on or by which you must do something under this document is not a Business Day, you must do the thing on or by the next Business Day. 'Business Day' means any day other than Saturday, Sunday or a day that is a public holiday in NSW.

This agreement is governed by, and is to be construed in accordance with, the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any court hearing appeals from those courts.

20. No assignment

This Agreement may not be assigned without our prior written approval. The provision of such consent is entirely at our discretion.

21. Amendment

No agreement varying, adding to, deleting from or cancelling this Agreement will be effective unless in writing and signed by or on behalf of both parties.

22. Notices

- a) A notice or other communication required or permitted to be given by one party to another must be in writing and:
 - (1) delivered personally;
 - (2) sent by pre-paid mail to the address of the addressee specified in this Agreement; or
 - (3) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.
- b) A notice or other communication is taken to have been given (unless otherwise proved):
 - (1) if mailed, on the second Business Day after posting; or
 - (2) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.
- c) A party may change its address for service by giving notice of that change in writing to the other parties.

23. Waiver or variation

- a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- b) The exercise of a power or right does not preclude:
 - (1) its future exercise; or
 - (2) the exercise of any other power or right.
- c) The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

24. Governing law and jurisdiction

- a) This Agreement is governed by the laws of New South Wales.
- b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

25. Further assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

26. Counterparts

This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

27. Whole agreement

In relation to the subject matter of this Agreement:

- a) this Agreement is the whole agreement between the parties; and
- b) this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

28. No reliance on warranties and representations

- a) In entering into this Agreement, each party:
 - (1) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and
 - (2) has relied entirely on its own enquiries in relation to the subject matter of this Agreement.
- b) This clause does not apply to warranties and representations that this Agreement expressly sets out.

29. Severance

If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

30. No merger

Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.

31. Consents and Approvals

Where this Agreement gives any party a right or power to consent or approve in relation to a matter under this Agreement, that party may withhold any consent or approval or give consent or approval conditionally or unconditionally. The party seeking consent or approval must comply with any conditions the other party imposes on its consent or approval.

32. Interpretation

In these standard terms and conditions:

- a) **we, us, our** and **Calvin Estate** means Calvin House Pty Ltd ABN 15 112 093 286.
- b) **you, us, your** means the bride and groom, both separately and together.
- c) **the Estate** means the Ceremony and Reception Venues, Calvin House and surrounds.
- d) **Manager** means the onsite duty Manager on the day of the Function.
- e) **Function Date** and **Date** means the date of your event.
- f) **Function Package** or **Wedding Package** means information provided to you in electronic or paper form outlining services offered.
- g) **Event Booking Form** means the form completed and signed by you to book your function.
- h) **Booking Deposit** means the sum specified in clause 2(a).
- i) **Goods and Services** means the goods and services that we agree to provide you pursuant to this Agreement.
- j) **Package Rate** means the cost of services as outlined in the Wedding Function Packages provided to you.
- k) **Price** means the total GST inclusive amount payable for all services agreed by you in the event booking form.

Signed 1 _____

Signed 2 _____

Date _____