



# TERMS AND CONDITIONS

## 1. Definitions

For the purpose of these terms and conditions, the following definitions apply:

'Function Package' or 'Wedding Package' means information provided to you in electronic or paper form, outlining services offered.

'Event Booking Form' means the form completed and signed by you to book your function.

'Booking Deposit' means the sum of \$2500 you pay to confirm you booked date with Calvin Estate.

'Business Day' means any day other than Saturday, Sunday or a day that is a public holiday in NSW.

## 2. Interpretation

This Agreement between the parties' compromise of the event Booking Form, the Booking Deposit, these Terms and Conditions and the Function Package.

### Function Package

The Function Package includes:

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

## 3. 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.

If you pay a part payment of \$200 as the booking deposit, this is

- a) Non-refundable under any circumstance
- b) Does not hold your date if the additional \$2 300 of the booking deposit is not paid within 14-days of the initial \$200 payment.

## 4. Terms

On the date that is six (6) months prior to the Function Date, you must pay to us \$5000 towards the total package rate and on the date that is one (1) month prior to the Function Date, you must pay to us the balance of the calculated Package Rate less the amount already made. An invoice including the full package amount and any agreed extras, will be sent to you 6 weeks prior to the event.

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 post Function reconciliation advice issued following the Function outlining any adjustments, if required, will be sent following the function. Any outstanding costs will be deducted from the Bond or invoiced additionally 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.

#### **5. 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 (1) month prior to the Function Date. No change in guest numbers will be accepted after this time.

Guests, in addition to the agreed seated Reception group, attending post Ceremony beverages and canapes, will be charged at the rate of \$40.00/head.

#### **6. 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 intolerance.

Whilst all care is taken in relation to food allergies and intolerance 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, food bought in by outside suppliers or any other parties.

All care will be taken to identify guests who have requested a special dietary meal including those guests with food allergies and food intolerance, 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 should be made directly to our exclusive catering contractor, Monkey Place Catering, 14 days prior to the date or as per the agreed terms directly made with Monkey Place Catering.

Monkey Place catering is Calvin Estate's exclusive catering company. No other catering company may be bought in for your event.

## **7. Service Delivery**

In accordance with local Council restrictions, the reception must finish no later than 11.30pm.

Liquor License restrictions limit the service of alcoholic beverages to 11pm.

## **8. Access and Decoration Setup**

The Barrel Hall and Ceremony area will be available the day immediately prior to the event from midday to 4 pm sharp. The Barrel Hall will be accessible from 10 am on the day of the event. Alternate access times can be arranged directly with the on-site wedding coordinator 14 days prior to the event.

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 bought in by a) yourself or b) event suppliers. We take no responsibility for items left on the premises at any given time.

The wishing well and/or its contents must not be left in the barrel hall or courtyard after the event finish time. Calvin Estate takes no responsibility for lost or damaged items.

## **9. 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 Estate'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 unless arranged and agreed to by management at least seven (7) days prior to the event date.

## **10. Safety**

It is your responsibility to ensure guests, including but not limited to children, are kept away from any hot or potentially dangerous equipment, including the courtyard water fountain. 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. Children must be supervised by a responsible adult at all times.

## **11. Security, RSA, Smoking, Pets, Children, Fireworks**

We reserve the right to utilise security staff at your expense 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. 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). Smoking zones are clearly marked at the property and butts must be put out in the supplied ashtrays only. Anyone found not adhering to these rules, will be asked to leave the premises.

Calvin Estate is a drug free zone. We have a zero-tolerance policy. If you or your guests are found to have drugs on their possession or are seen to be taking them on any part of the property, we reserve the right to take appropriate action by calling the authorities first to report the situation and having you/them removed from the property indefinitely.

The Estate, including Calvin House, are pet free zones. The local Hunter Pet Motel offers a pet pickup and delivery service, if required. If you wish to have a pet at your Ceremony, this must be requested and accepted no more than seven (7) days prior to the event.

No pets are allowed in Calvin House at any time under any circumstance.

We highly recommend a babysitter be provided where there are more than 3 children (under 12 years) included on the guest list. Please ask about this service. You will personally 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. If sparklers are used, Calvin Estate takes no responsibility for any harm done to persons or property.

## **12. Entertainment**

You are responsible for the engagement and conduct of entertainment providers. You must provide details of the entertainment providers to us at least one (1) month 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.

## **13. 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 (14) days prior to the Function Date. We accept no responsibility for your use of external suppliers or their equipment.

## **14. 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.

### **15. 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 minimum 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.

### **16. Payment**

Payments can be made by way of EFTPOS, Visa, Master Card or by direct deposit into Calvin Estate's account. Details can be found on your invoice. Credit card privacy laws are fully respected.

### **17. 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.

### **18. 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 of \$2 500, will be refunded to you within fourteen days of the receipt of your written notice of cancellation.

If you cancel your function within twelve (12) months of the Function Date, any and all monies paid to us, including the booking deposit of \$2 500, 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.

#### **19. 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, flood, fire, or any other unforeseen contingency or accident, Calvin Estate reserves the right to cancel any booking.

#### **20. 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.

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.

#### **21. No assignment**

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

#### **22. . 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.

#### **23. Notices**

a) A notice or other communication required or permitted to be given by one party to another must be in writing and:

delivered personally

sent by pre-paid mail to the address of the addressee specified in this Agreement; or

sent by email to the address/s as specified.

b) A notice or other communication is taken to have been given (unless otherwise proved):

if mailed, on the second Business Day after posting; or

if sent by email 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.

#### **24. 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:

its future exercise; or

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.

#### **25. 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.

#### **26. 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.

#### **27. 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.

#### **28. 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.



### **29. No reliance on warranties and representations**

a) In entering into this Agreement, each party:

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

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.

### **30. 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.

### **31. 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.

### **32. 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.

### **33. Interpretation**

In these standard terms and conditions:

a) we, us, our and Calvin Estate means Venue 1 Pty Ltd ABN 50 638 761 163.

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) Goods and Services means the goods and services that we agree to provide you pursuant to this Agreement.

g) Package Rate means the cost of services as outlined in the Wedding Function Packages provided to you.

h) Price means the total GST inclusive amount payable for all services agreed by you in the event booking form.

### **34. Covid Policy**

If you need to postpone your event date due to Government restrictions relating to the Covid 19 Pandemic then, will transfer the deposit to a new booking date within a 12-month period after the original wedding date, without monetary penalty. This is subject to our availability on the new date. Penalty rates/surcharges for Sundays/Public Holidays if the new date falls on them still apply.

This comes into effect if you are unable to hold the wedding due to the restrictions. If the restrictions dictate that there are some limitations as to the specific activities at the wedding, but it is still able to go ahead but not exactly the day you have planned, we reserve the right to use our discretion in regard to moving the deposit amount to a new date.

If guests are asked to conduct themselves in a manner that relates to Calvin Estate's Covid restrictions, this must be adhered to, no exceptions. If anyone is found dishonouring these rules, they will be given a warning. If this happens a second time, they will be asked to leave the venue.

### **35. Alcoholic Beverages**

Calvin Estate is a licenced venue. No alcohol of any kind can be bought into the event (property, gardens, carpark, ceremony, courtyard or barrel hall) by you or your guests. If persons are found with self-bought alcohol, they will be asked to leave Calvin Estate immediately. If you have booked our accommodation (Calvin House), you may supply your own alcohol for your stay, however, it must not leave Calvin House's premises.

Calvin Estate's Liquor Licence ends at 11 pm. The bar will close at this time, no exceptions.

No shots or straight liquor are allowed under Calvin Estate's Liquor Licence Policy.

There will be zero tolerance for abuse toward our staff/management at Calvin Estate.

If RSA staff believe that a person is under the age of 18, they will be asked to present their ID. If no ID is supplied, they may be refused alcohol service. If a person is found to then order drinks for the refused, they will both be asked to leave the premises immediately.

If RSA staff believe someone to be intoxicated, they hold every responsibility to refuse further liquor supply to that person. No abuse will be tolerated. You will be responsible for the care and removal of this person if required. If a person is found to then order drinks for the refused, they will both be asked to leave the premises immediately.

Please refer to your alcohol package for all details on hours and pricing. This document stands true and cannot be changed by us or you.

### **36. Abuse or Misconduct**

Calvin Estate has zero tolerance for verbal abuse, physical abuse, sexual harassment, racial abuse or threats by anyone toward staff, management or other guests. If anyone is found to be acting in this manner, they will be removed immediately. Police will be called if Management deems it relevant.

### **37. Photos or Videos**

Calvin Estate assumes the right to have access to any photos or video footage that is shared to our email or social media pages and the right to use these at our own discretion.

Prepared by Venue 1 Pty Ltd – Calvin Estate on 24 March 2021