WEDDINGS

BOOKING TERMS AND CONDITIONS

Agreement

The hirer, by making a reservation with Kangaroo Valley Bush Retreat, enters into an agreement on the following Terms and Conditions described below:

Deposit & Payments

- An initial deposit of 30% is payable to secure your booking date
- The second payment of 30% is payable 180 days prior to the booking date
- The balance of 40% is payable 120 days prior to the booking date
- Guest accommodation on the Manning Page is due in a single payment 60 days prior to the booking date

Payment of the initial deposit secures the booking date and indicates acceptance of these booking terms and conditions. We prefer all payments by EFT. Credit Card payments (MasterCard & Visa only) will incur an additional 2% fee. We do not accept Amex or Diners cards

Cancellation Fees

Cancellation of this reservation by the 'Hirer' must immediately notify Kangaroo Valley Bush Retreat in writing.

Due to the nature of Weddings being booked well in advance and the extreme difficulty to replace these bookings at short notice the following cancellation fees apply:

"Total Booking Value" - This is the total booking value of all amounts due by the bridal couple including the cost of their guest accommodation

- Bookings cancelled over 180 days prior to the wedding date will incur a cancellation fee of 30% of the total booking value
- Bookings cancelled between180 -120 days prior to the wedding date will incur a cancellation fee of 60% of the total booking value
- The client is not entitled to any refund if the booking is cancelled 120 days prior to the booking date

Postponement / Change of Date

No postponement or change of date is allowed 270 days prior to the booking date.
Any postponement that occurs more than 270 days prior to your wedding, the following will apply:

- At the time of postponement, an immediate payment equal to 50% of the total booking value will be required.
- New advertised rates will be applicable to the postponed date
- No secondary postponements will be allowed

General Conditions

The person effecting this booking shall be deemed to have accepted the booking terms and conditions on behalf of all persons named in the booking.

Care is taken to ensure that the description of the facilities and services is accurate. Kangaroo Valley Bush Retreat cannot be held liable for omissions or errors whether temporary or permanent of the venue's facilities & services. The Hirer is welcome to undertake a property inspection by appointment.

Kangaroo Valley Bush Retreat may sometimes engage the services of a third party supplier at the Bush Retreat. As an agent on behalf of this service, Kangaroo Valley Bush Retreat will not be liable under any circumstances for any failure by those service providers to fulfil their services and obligations. Payments for these services are to be made directly by the client to the said service provider.

Kangaroo Valley Bush Retreat is not liable for events/circumstances beyond our control such as weather related issues, flood, fire, acts of nature, road closures or technical problems with transport and energy supply which may affect the facilities.

Check in time is 2pm on the day of arrival. Check out time is 2pm every day, except Fridays when check out time is 10am. Late check-out is subject to availability & may incur a fee. There will be no early check in or late check-out unless by the express written approval of management

We have tables and seating for up to 90 guests. Marquee hire and additional furniture will be for the hirer's account. Please liaise with the caterer, Caterina on whether additional crockery and other food service items will be required for your wedding. An external cool room suitable for drinks, flowers and surplus food is available for you to hire for the duration of your stay. A hire fee of $230 applies

The Security deposit for the property hire at Kangaroo Valley Bush Retreat is $1 000 and payable two weeks prior to your function.

We supply all bedding, linen and towels to the rooms. Beds are not made up but you can request this to be undertaken with a month's prior notice to the booking date at an additional cost, please enquiry with the booking office.

Guests are requested to not move indoor furniture or bedding, as this will incur an additional charge upon departure. Guests are welcome to move outdoor furniture around the property but this MUST be returned to its original placement by the end of your stay.

Outdoor Fire Pit / Boma:

Due to the nature & potential dangers related to an open fire at the Outdoor Fire Pit / Boma, please be aware that there are only specific times that the Fire Pit can be used and you will need to obtain permission and confirmation from the Property Manager prior to using the Fire Pit. Use of the Fire Pit is solely at the property manager's discretion and they reserve the right to approve or decline its use at any time.

It is imperative that a responsible person from your party is assigned and briefed prior to the use of the Fire Pit. That person is required to sign a release and indemnity form which will be supplied by the Property Manager. This person will also be responsible for control of the fire and its eventual termination.

A Firewood Levy of $150 per night is charged for this use.

Noise

Each function needs to adhere to the *Protection of the Environment Operations (Noise Control) Regulation 2008* which sets certain limits on noise emissions from musical instruments or amplified sound.

Kangaroo Valley Bush Retreat has no closing hours, but all amplified sound has to conclude by 12.00am (Fridays & Saturdays) or 10.00pm (Sunday & Weeknights) as per council sound regulations. There will be a 5 minute grace period before all power to sound equipment in the function area~~s~~ automatically shuts off and only overhead lighting will remain on. Kangaroo Valley Bush Retreat abides by council regulations and is respectful of our neighbours. Furthermore all live music and amplified sound must be positioned in the main hall only. No amplified sound is allowed in the cathedral, deck, al fresco dining area or boma after 8.00pm.

Acoustic stringed instruments (such as guitars) are considered acceptable after cut off times. Please be aware that if the property managers consider this sound to be excessive they are within their rights to request this ceases. No bongo drums or other acoustic instruments deemed to have heavy bass will be allowed after cut off time.

The property managers reserve the right to confiscate any audio equipment or instruments that are used outside of the above regulations. All items confiscated will be returned on departure.

Industrial Kitchen - Use & Policy

If you elect to use our onsite Caterer, this policy does not apply.

Should you decide / choose to either self-cater or employ an external caterer, the following Terms and Conditions will apply:

At all times a qualified chef needs to be in attendance of the commercial kitchen due to Occupational Health & Safety laws.

The Hirer will have access to the kitchen and its equipment but you / your caterer will need to supply all the cooking utensils, cookware, crockery, cutlery and glassware

- A $1 500 Kitchen Hire Fee will apply for the use of the kitchen and utilities
- A $500 Security Bond will need to be paid prior to the event. The full security bond will be repaid within 7 working days after a post event inspection has been conducted and provided there is no damage to the kitchen equipment and furniture
- All external caterers & self-catering bookings will always be subject to a final cleaning fee of $250.00 to cover cleaning costs of cleaning the Hall & Pergola areas.

All self-catering or external catering companies are to collect their equipment, crockery and any leftover food and drinks from the property by no later than the day after the wedding. The kitchen is to be cleaned and left in the same state that it was handed over. A checklist will be supplied to the caterers on arrival at the property by the property managers.

Inspections

Kangaroo Valley Bush Retreat may hold property inspections at its discretion at any time. We are however mindful and respectful of guests in residence and shall ensure that disruptions are kept discreet and to a minimum.

Additional Conditions

Hay Bales

Use of hay bales for any reason is discouraged. If you choose to bring hay bales on site for your event you must agree that all hay bales must be taken from the site on departure. A full cleanup of all straw from all areas is required. All loose straw must be collected and disposed of off-site. Failure to comply will result in a cleanup fee at the owner's discretion.

Pet Policy
Domestic animals (pets of any nature) are not allowed to be brought onto the property.

Candles
Candles are permitted for use in the pergola and hall areas ONLY and must be contained in a glass jar, bottle or similar vessel. Candles are strictly prohibited from all the cabins and rooms and all out-door areas for fire safety reasons.

Marquee Hire
All marquees are to be placed on the crushed granite platform in front of the Pergola and can only be secured by weights / sand bags; no pegs into the ground are allowed. The maximum size marquee to fit on this area is 15m x 6m. Each marquee must include the hire of a full floor.

Grassed Function area
No furniture, structures or stakes driven into the ground are to be placed on the grassed area in front of the Pergola under any circumstances. Kangaroo Valley Bush Retreat endeavours to protect the grass so it is aesthetically pleasing for all future guests.

Outdoor Areas and Rock Cathedral
In order to preserve the natural beauty of the property and specifically the rock cathedral, we prohibit guests from throwing paper confetti, rice, rose petals or anything similar in these areas. These are not biodegradable and difficult to clean. Throwing of natural flowers or rose petals is permissible in the function area only as long as it's cleaned up after the event.

Lost Property
Any items left behind after your event will be held by the property managers for 6 weeks. After this time any uncollected items will be deemed abandoned. Items considered to be of value will be taken to the local police station and other items will be donated to charity or disposed of. We cannot take responsibility for any lost property by the hirer and their guests. Any items found and returned to guests will incur a postal charge.

Liability

Kangaroo Valley Bush Retreat is not liable for any injury suffered by the hirer, attendees, any agents of the hirer or other persons invited by the Hirer to the facility, arising from participation in any activities on the facility, exposure to printed literature, or as a result of a Third Party brought on the facility by the Hirer.

Risk Warning

UNDER SECTION 5M OF THE CIVIL LIABILITY ACT 2002 NSW (AS AMENDED)
Persons enter Kangaroo Valley Bush Retreat at their own risk. Activities at Kangaroo Valley Bush Retreat are varied and involve a risk of injury.

- These risks include:
- Unfenced waterways
- Poisonous snakes & spiders
- Dangerous cliffs & rocks
- Fires and/or coals
- Falling Trees and/or branches

and shall make no claim for compensation in relation to any injury arising from these risks.

This risk warning is provided by and on behalf of both Kangaroo Valley Bush Retreat Pty Limited and 55 Radiata Road Pty Ltd

Prices

All prices are subject to availability and can be withdrawn or varied without notice, prior to a confirmed booking been made and deposit paid.

Prices are subject to change if a booking is made over a year in advance, in line with new applicable rates at the time.

The terms and conditions are subject to change at any time. *KVBR01.10.16*