

## WEDDINGS

### BOOKING TERMS AND CONDITIONS

#### Agreement

The Hirer, by making a reservation with Kangaroo Valley Bush Retreat, agrees that these Terms and Conditions apply to all bookings.

#### Deposit & Payments

##### Fitzroy & Barrenjoey Packages

1. An initial deposit of 30% of the total booking value is payable to secure your booking date
2. The second payment of 30% of the total booking value is payable 180 days prior to the booking date
3. The final balance of 40% of the total booking value is payable 120 days prior to the booking date

#### Manning Package

1. An initial deposit of 30% of the Event venue fee is payable to secure your booking date
2. The second payment of 30% of the Event venue fee is payable 180 days prior to the booking date
3. The balance of 40% of the event venue fee is payable 120 days prior to the booking date
4. Guest accommodation balance is due in, a single payment, 60 days prior to the booking date

Payment of the initial deposit secures the booking date and constitutes acceptance of these booking terms and conditions. We prefer all payments by EFT. Credit Card payments (MasterCard & Visa only) will incur an additional 1.1% card 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 between 180 -120 days prior to the wedding date will incur a cancellation fee of 60% of the total booking value
- The Hirer is not entitled to any refund if the booking is cancelled 120 days prior to the booking date

#### Postponement / Change of Date

The following will apply where you postpone your wedding more than 270 days before your booking date:

- 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

No postponement or change of date is permitted in the 270 days prior to the booking date.

#### General Conditions

The person making payment of the initial deposit is bound by these booking terms and conditions even when the booking is on behalf of other persons named in the booking.

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

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 Hirer 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. For parties over 90, a marquee is required to extend the reception space. The additional Marquee is to be hired through our venue. Additional furniture for this area 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 for your stay.

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 enquire 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 (including through any personal speakers) for your function has to conclude by 12.00am (Fridays & Saturdays) or 10.00pm (Sunday & Weeknights) as per council sound regulations. Kangaroo Valley Bush Retreat abides by council regulations and is respectful of our neighbours.

All live music and amplified sound must be positioned in the Main Hall only. No amplified music in the covered pergola, hired marquees, or our front lawn.

We allow minimal use of amplified sound in the cathedral, deck, al fresco dining area or fire pit (boma) up till 7.00pm. The Hirer to check in with Management prior to use.

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 cease. 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.

### Marquee Hire

You have the option to hire our Marquee to extend the reception space for your function especially for when guest numbers are over 90. Please refer to our Pricing and Terms & Conditions relating to the hire of a marquee. We don't allow any external hire companies to install a marquee next to our pergola. Kangaroo Valley Bush retreat reserves the right to disassemble or keep the marquee up in circumstances when it is not booked.

### Glamping Hire

Our Glamping village comprising of 6 private tents including a bridal tent and a communal lounge which can be hired directly through Kangaroo Valley Bush Retreat. Please refer to our pricing and Terms & Conditions relating to the hire of our Glamping Village. No external Glamping tents may be hired on our property.

### 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.

### Accredited Vendors to our property

Kangaroo Valley Bush Retreat offers a range of Accredited Vendors providing services, that we would prefer you to use. Kangaroo Valley Bush Retreat will not unreasonably withhold consent to you nominating an alternative vendor, however we will require them to agree to our Accredited Vendor Terms. Kangaroo Valley Bush Retreat will refuse access to any vendors not accredited by us.

### Upgrades to property

Kangaroo Valley Bush Retreat will from time to time continue to undertake upgrades and make improvements to the property, often in response to customer feedback or for safety purposes. As you will appreciate, we are not always able to predict the exact extent or duration of such works. Whilst we make every effort to keep our customers informed, we reserve the right to make changes without penalty, even after confirmation of your booking

## 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 hall, pergola and marquee 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.

### **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.

### **Confetti**

In order to preserve the natural beauty of the property and specifically the rock cathedral and function area, we are a no confetti venue and prohibit guests from throwing paper confetti, rice, rose petals or anything similar in these areas. These are not biodegradable and difficult to clean. Should for any reason this rule be ignored, the confetti must be cleaned by 10am the next day or a cleaning fee will be charged.

### **Leaving the property as you found it**

The hirer and all their guests are to leave the property in the same condition that they found it. A final clean of the general areas to be conducted prior to departure and any furniture to be replaced in its original position. Failure to leave in a satisfactory condition may result in a cleaning fee.

### **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 property, arising from participation in any activities on the property, any of the risks identified in the risk warning or as a result of a third party brought on the property by the Hirer.

The Hirer indemnifies Kangaroo Valley Bush Retreat against claims, losses, actions, damages, costs and expenses, personal injury, death or damage to property arising from the Hirer's use of the Property or any other person directly or indirectly associated with the Hirer's use of property or by the Hirer's failure to comply with these booking terms and conditions.

## 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. In very rare cases the injury can be life threatening and result in permanent disability.

These risks include:

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

Persons could also suffer loss as a result of their personal property being lost, stolen, damaged or destroyed.

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.***

KVBR18/03/2019