

Agreement – Terms and Conditions

Interpretation

These Terms and Conditions cover your use of *The Olive Grove @ Callemondah* for your function, and are to be read together with the Event Proposal quotation. These terms and conditions apply once you have accepted our quotation in accordance with clause 2.

1. Wedding Package

Wedding Packages include:

1. Exclusive access to *The Olive Grove @ Callemondah* with chosen venue location and set up
2. Services as outlined in the Event Proposal quotation provided to and agreed by you
3. Toliam Homestead Event Director (and Functions Manager where selected) - see clause 11 below

2. Booking Fee

Subject to availability and a visit to *The Olive Grove @ Callemondah* to discuss your requirements, we will provide you with a personalised Event Proposal quotation for your requested date. To accept our quotation and secure the Function Date, you must:

- a) Pay to us a Booking Fee of 20% of the Event Proposal quotation
- b) Provide us with a copy of our standard Terms & Conditions signed by you

3. Terms

On or before the date that is six (6) months prior to the wedding date you must pay to us a further 30% of the quoted Package Price. One (1) month prior to the Wedding Date, you must pay to us the balance of the Price.

You acknowledge that our obligation to provide the goods and services under these terms and conditions is subject to you first making payment to us in full. A final wedding invoice will be provided six (6) weeks prior to the function date with a reconciliation provided following the Function outlining any variations in associated costs.

If you book your function more than twelve (12) months in advance, you acknowledge that we may need to adjust the Package Price to cover any reasonable increase in labour, produce or materials that occurs between the quotation date and the Function Date.

4. Variations

You may reasonably request to vary your requirements at any time up to thirty one (31) days prior to the Function Date. No change in guest numbers will be accepted within 14 days of the function.



5. Service Delivery

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

6. Access and Decorations

The Olive Grove @ Callemondah will be available for set up from midday on the day prior to the Function with exclusive use to you for 48 hours. You will also have access to a one bedroom unit (when available) for storage of items and as a retreat for the bridal couple should you so wish. Alternative storage arrangements will be available should the unit be unavailable for any reason. Any decorations proposed to be secured to the building (internal or external) must be first approved by the onsite Manager. Responsibility for table decorations remains with the provider unless included in your chosen package.

7. Parking

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

8. Security, RSA, Smoking, Pets, Children

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 are 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 Toliam Homestead management. Should an incident arise within the licensed area, the patron(s) involved will immediately be requested to leave the premises.

Under NSW laws smoking is not permitted in public dining or licensed drinking areas.

Toliam Homestead and *The Olive Grove @ Callemondah* welcome pets. We have a Pet Chaperone service in our list of providers who can assist on the day should you wish your four legged family member to be a part of your occasion.

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. Parents will be held responsible for the actions of their children.

9. Entertainment

You are responsible for the engagement and conduct of entertainment providers unless included in your package. 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 at *The Olive Grove @ Callemondah*. **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.

10. 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.

11. Event Director and Functions Manager

The Toliam Homestead Event Director will work with you to plan your event and use of the space. They will also be onsite for the duration of the function should you have any questions, although not in attendance at the venue. This person will be available to assist you with technical aspects of the site as needed.

If you have selected the Deluxe or Luxury Package, your Functions Manager will also be working with you to plan and manage your event, including being present throughout the function to attend to any details on the day.

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

12. Loss & Damage

You are responsible for any loss and/or damage to *The Olive Grove @ Callemondah* site, including but not limited to accommodation facilities, function facilities, 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 special, heavy duty cleaning equipment is required to remove any stain 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 Olive Grove @ Callemondah* site 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 *The Olive Grove @ Callemondah/The Stables @ Callemondah* hold current workers compensation and public liability insurance.

13. Payment

Payments can be made by way of PayPal, Bpay or by direct deposit into Toliam Homestead's account in accordance with the invoices provided.

14. Cancellation and Refunds

If you cancel your function at any time any monies paid to us including the Booking Fee are non-refundable. We reserve the right to cancel your booking, if monies due for payment under invoice have not been received within 30 days of the invoice date without prior agreement. A fourteen (14) day notice of impending cancellation may be issued. Cancellations must be in writing.



15. Force Majeure

In the event of Toliam Homestead's inability to comply with any of the provisions due to interruption of electricity supplies, industrial disputes, plant and equipment failure, unavailability of food stuffs, or any other unforeseen contingency or accident, Toliam Homestead reserves the right to cancel any booking and refund any deposit and all monies paid.

17. 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.

18. Interpretation

In these terms and conditions:

- a) 'we,' 'us,' 'our' and 'Toliam Homestead' means Toliam Pty Ltd ATF Toliam Family Trust ABN 22 567 702 504 trading as Toliam Homestead;
- b) 'you,' 'us,' 'your' means the bride and groom, both separately and together;
- c) "*The Olive Grove @ Callemondah site*" means the selected Ceremony and Reception Venues, Olive Grove paddock in its entirety, the one bedroom unit and its surrounding fenced garden (when available)
- d) 'Wedding Date' or 'Function Date' means the date of your event
- e) 'Manager' means the onsite Manager as provided on the day of the Function
- f) 'Price' means the total GST inclusive amount payable for the services provided under these terms and conditions, as specified in the Package, or as varied in accordance with these terms and conditions.

We have read and understood Toliam Homestead's above wedding terms and conditions:

Partner 1

Partner 2

Sign: _____

Sign: _____

Print: _____

Print: _____

Date:

Date:



Attachments:

- Deposit Invoice

