

TERMS & CONDITIONS

EVENT BOOKINGS

1. Agreement

The Hirer(s), by making a reservation with Kangaroo Valley Bush Retreat Pty Ltd (KVBR), agrees that these Terms and Conditions apply to all bookings.

2. Deposits & Payments

Deposits and payments due are based on the following percentage payments below, time being of the essence, for all our wedding packages:

“Total booking value “- This is the total booking value of both the venue hire and the guest accommodation.

“Booking date” – This is the date of your intended arrival at KVBR.

“The payment schedule”- This is the outlined dates of payments

- A deposit of 25% of the total booking value is payable to secure your booking date.
- The second payment of 25% of the total booking value is payable 270 days prior to the booking date
- The third payment of 25% of the total booking value is payable 180 days prior to the booking date
- The final balance of 25% of the total booking value is payable 90 days prior to the booking date

Payment of the 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.

All prices are subject to availability and can be withdrawn or varied without prior notice, unless a confirmed booking been made, and deposit paid. Once you have confirmed your booking and paid the deposit, the pricing will be honoured by KVBR. You are responsible for paying the total booking value. Any Guest Accommodation amounts can be collected directly by the Hirer from the guests at your discretion however the total booking value must be paid in accordance with the above payment schedule.

Payment of the total booking value is an essential provision of these and terms and conditions.

3. Cancellation & Rebooking

3.1 Cancellation by Hirer

Cancellation of this reservation by the Hirer must be in writing and immediately notify KVBR. ***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:***

- Bookings cancelled over 365 days prior to the booking date will incur a cancellation fee of 25% of the total booking value

- Bookings cancelled between 364- 181 days prior to the booking date will incur a cancellation fee of 50% of the total booking value
- Bookings cancelled between 180 -121 days prior to the booking date will incur a cancellation fee of 75% of the total booking value
- Bookings cancelled between 120 days or less prior to the booking date will incur a cancellation fee of 100% of the total booking value

3.2 Postponement/ Change of Date

The following will apply where you postpone your wedding more than 365 days before your booking date:

- New advertised rates will be applicable to the postponed date

The following will apply where you postpone your wedding between 365- 270 days before your booking date:

- At the time of postponement, an immediate payment equal to 50% of the total booking value (as adjusted by the new advertised rates) will be required.
- New advertised rates will be applicable to the postponed date
- A re-booking fee equal to 10% of the new total booking value will be applied
- No further postponements will be allowed

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

4. General Conditions

4.1 The Hirers Booking

The person making payment of the initial deposit is bound by these booking terms and conditions even when the deposit is paid by a person not 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. The Hirer should rely on their inspection of the property prior to entering into these terms and conditions. KVBR is not liable for any omissions or errors in the description of the facilities and services, whether temporary or permanent, including any facility or service being unavailable for any reason.

KVBR may sometimes recommend or engage the services of a third-party supplier at the Kangaroo Valley Bush Retreat. KVBR will not be liable under any circumstances for any failure by those third-party suppliers for a failure to fulfil their services and obligations. Payments for these services are to be made directly by the Hirer to the said third party supplier.

KVBR may at times share your details with third parties such as suppliers or the ABIA awards body, so that you can submit a review post event. You can request in writing if you would not like your details to be shared. We will not share your details with any marketing or soliciting agencies.

KVBR is not liable for events/circumstances beyond our control such as weather-related issues, floods, bushfires, acts of nature, road closures or technical problems with transport and energy supply which may affect the facilities and/or services.

(i) Arrival & Departure

Check in time is 2pm on the day of arrival. Check out time is 2pm every day, except for bookings that fall outside of the normal set days in which case check out time is 10am. Late check-out is subject to availability & may incur an additional fee. There will be no early check in or late check-out, for the Hirer, guests or suppliers, unless approved by KVBR in writing.

At the commencement of the booking, prior to the arrival of any guests, the Hirer is required to attend the reception for check in with the Property Manager. Prior to departing the venue, the Hirer must attend the reception and check out with the Property Manager.

4.2 Facilities

(i) The Firepit (Boma)

Due to the nature and 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 including withdrawing their permission once given.

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. KVBR can provide firewood at an additional cost. Please contact KVBR for a quote. Should you bring your own firewood, only natural untreated wood can be burned.

(ii) The Swimming Pool

The swimming pool does not have a lifeguard. Children under 16 years of age must be supervised at all times. The pool will be locked at sunset. No glass is allowed within the pool area and failure to comply with this could result in cleaning fees to drain the pool.

We require that everyone who chooses to use this facility takes great care. The pool is shallow and diving or jumping is prohibited as it may result in serious injury. Intoxicated persons are not allowed to use this facility.

KVBR does not accept any responsibility for accident or injury that may occur while using this facility.

(iii) The Games Area

Games are provided for guest enjoyment. KVBR does not accept any responsibility for any accident or injury that occurs during the course of the game.

The games are to be used for their intended purpose only. Should they be used for any other reason, and subsequently damaged, the Hirer will be charged for repair or replacement of the games.

(iv) The Alfresco Area/ BBQ

The alfresco area is for guest enjoyment. The BBQ is to be left in a clean and tidy manner, as it was found. KVBR provides cleaning equipment and supplies for the BBQ.

4.3 Inclusions & Exclusions

The entire 100 acre property will be for your exclusive use for the duration of your booking. The onsite managers will be available to assist with any queries.

(i) Inclusions & Exclusions

- An external cool room suitable for drinks, flowers and surplus food is available for you to use for the duration of your stay.
- We supply all bedding, linen, and towels to the rooms. All beds will be made up. Please bring your own towels for use at the pool.
- 5 Highchairs are available for use upon prior arrangement with management. KVBR does not except any liability for any accident or injury that may occur with incorrect use of the highchair or from any damage or fault with the highchairs.
- KVBR provides tables and seating for 128 guests. Additional furniture can be hired through external suppliers for an additional cost.
- All crockery, cutlery glassware etc, is provided by our partner caterer.

4.4 Music Policy

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

All musicians must be accredited Management and sign our Accredited Vendor Terms prior to securing their services, please ensure that they are able to comply with the outlined policies.

Council policy restricts when amplified music can be played on our property. Amplified music is classified as any type of music played through any form of speaker, this includes but is not limited to, professional speakers, UE booms and phone speakers. The policy is valid for both live acts and for recorded music. This is our one and only major licence requirement on the property and it is strictly enforced. Heavy bass music is strictly not permitted on our property at anytime.

(i) The Function Area

Amplified music can be played within our Function Area on the condition that the noise is contained inside by ensuring the doors and windows remain closed. The amplified music must cease no later than Midnight on Friday and Saturday and 10pm on all the other nights. After that time you are allowed quiet acoustic music only (but no drums), so encourage your musical friends to pack a guitar! Failure to cease music at the allocated time will result in a loss of power in the Function Area.

There is a strict noise limit of 90db(A) in the Function Area at all times. It is measured and enforced by our noise limiter and also measured by our managers with a handheld decibel reader. If the venue managers find the music to be over the allowed decibels they will tell your musician to turn the volume down. If a breach in volume occurs multiple times this is a contravention of our licence and we reserve the right to cease all music for the remainder of the event.

Please note that our property does not have WIFI and limited phone signal, so any musicians who usually stream songs will need to make other arrangements.

(i) Music Outside

After 7pm, all amplified music (including all speakers of any size, even UE booms) must cease anywhere on the property apart from within the Function Area. If music is playing after this time outside of the area, we will ask for it to be turned off and have the right to confiscate the source of noise. While we are a beautiful bush property we do have close neighbours and must be respectful of them. We are not a music festival venue.

a. The Rock Cathedral and Sunset Deck

Amplified and acoustic music can be played here only for the duration of your wedding ceremony and cocktail hour and any rehearsals. Music must be under 70db and not be bass weighted. No music can be played in the Rock Cathedral other than the allotted times and must cease by 7pm should your event run past this time.

b. The Pool, Games, Alfresco and General Areas

Boom Boxes, external portable speakers and any other form of amplified music, can only be used between the hours of 9am- 5pm with the approval of the Venue Manager. No commercial speakers can be used in this area. Music must be under 70db and not be bass weighted.

c. The Boma

Respectful and quiet acoustic only music can be played here all night long. Please encourage your friends to bring stringed instruments to enjoy around the firepit (no drums allowed). Strictly no amplified music including personal speakers at any time. Should the venue managers find the noise to exceed an acceptable level the acoustic music privileges can be revoked.

4.5 The Function Area

In keeping with our noise regulation policy, the Function Area is available for use each day/evening until 10pm on Sunday and Weeknights and until midnight on Friday and Saturday nights.

4.6 Approved DA

We are an approved wedding venue and our Development Application is approved subject to

strict conditions. We expect you and your guests will comply with the instructions from management to ensure you use the venue in accordance with those conditions. If however you or your guests breach these conditions, contrary to a direction from the Property Manager or contained within these Terms and Conditions, the Hirer indemnifies KVBR for all losses, claims, damages, costs and expenses including legal costs on a solicitor client basis, arising from a breach of the conditions by the Hirer and/or their guests.

4.7 Security Bond

We require a security bond of \$5,000 that will be blocked on or taken from your nominated credit card prior to your event. Alternatively, you can transfer these funds to our account as a holding bond. If any damage has occurred during your booking period, KVBR reserves the right to charge for any repairs/reinstatement/replacement to the damaged property from the bond. The bond will be refunded to the Hirer within 7- 14 days of the conclusion of your booking depending on your card issuer, less any costs/charges relating to damage that have been incurred in accordance with this clause.

4.8 Government Imposed Restrictions

Should a pandemic, or any other situation occur, whereby the Government or Local Authority imposes restrictions on weddings, KVBR and the Hirer must comply with these restrictions. The wedding and booking will proceed if the restrictions can be accommodated by KVBR. KVBR and the Hirer must work cooperatively to alter the services to allow the wedding to proceed to meet the restrictions which may include reducing the number of guests. The Hirer acknowledges that the closure to international or domestic borders is not a valid reason for a wedding to be rescheduled under this clause.

If the venue is unable to proceed due to specific imposed restrictions, then KVBR will work together with the Hirer to re-book the wedding to the next available date.

4.9 Accommodation

Our property has accommodation for 68 guests in 34 ensuite rooms which is included in the booking rate. The Hirer agrees not to exceed the maximum number of guests permitted to stay in the accommodation at the property. A Glamping village option is under consideration for the future, and should this be introduced, it will incur an additional charge, should you wish to make use of it.

4.10 Responsible People

The Hirer is required to nominate four (4) 'Responsible People' who will be the go-to people for the managers on the wedding day. These 'Responsible People' are required to provide assistance to the managers when guests fail to comply with requests and rules.

4.11 Deliveries & Collections

Deliveries, installations and collection of any supplies or goods for your event must occur within your actual booking time and dates, on and from check in. As we are a busy wedding venue, we cannot accept any deliveries, installations or collections prior to you checking in on the booking date.

4.12 Inspections

KVBR may hold property inspections at any time in its discretion including during your booking. We are however mindful and respectful of guests in residence and shall ensure that inspections are discreet, and any disruptions are kept to a minimum.

4.13 Updates to Property

KVBR 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 notice or penalty, even after confirmation of your booking.

4.14 Wedding Insurance

We recommend that you take out external wedding insurance in the event your wedding is cancelled as a result of a matter beyond your control or an act of God.

4.15 Accredited Partner Vendors

KVBR will offer you a range of Accredited Partner Vendors that are approved and authorised to work on our property. KVBR may consider approving an alternative nominated vendor on a case-by-case basis. If we approve your alternative nominated vendor, they must agree to our Accredited Vendor Terms. KVBR can refuse access to any vendors not accredited or approved by us.

4.16 Lost Property

Any items left behind after your event will be held by the Property Managers for 4 weeks following your event. 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 do not take responsibility for any lost property by the Hirer and their guests. Any items found and returned to guests will incur a postal charge.

4.17 Ensuring the Property is Left Clean

The Hirer and all their guests are to leave the property in a respectful and neat condition. A final check of the general communal areas to be conducted prior to departure, any decorations removed and furniture to be replaced in its original position. Failure to leave the property in a satisfactory condition may result in a cleaning fee being charged or deducted from your bond. Any suppliers you have engaged to undertake the pack down/ cleaning must also have departed the property no later than your departure time on your final day.

Guests are requested to not move indoor furniture or bedding, as this will incur an additional charge upon departure. Guests must consult management if they wish to move outdoor furniture around the property, however it must be returned to its original placement by the end of your stay.

(i) Confetti

To preserve the natural beauty of the property and specifically the rock cathedral and function area, we do not allow the throwing of confetti. The Hirer

must ensure their guests do not throw paper confetti, rice, rose petals, or anything similar in these areas, which is extremely difficult to clean. Should the prohibition on confetti be ignored, the confetti must be cleaned by the Hirer (and their guest) by 10am the next day or a cleaning fee will be charged. KVBR does however allow hold punched gum leaves to be thrown at the Rock Cathedral as it is native to the Rock Cathedral and can be leaf blown away by the Property Managers.

(ii) Candles

Candles are permitted for use in areas designated by management only, and must be contained in a glass jar, bottle, or similar vessel. Candles are strictly prohibited from use in the accommodation and outdoor areas for fire safety reasons.

(iii) Decorations

Please bring your own supplies and/or equipment that you may require for decorating including but not limited to ladders, extension cables, string etc. If you are using a stylist they will likely provide their own equipment.

Please note that items can only be hung from the designated hanging spots within the function areas and no decorations may be hung from the rafters. The Hirer agrees that no tape, nails, blue tac, or any other securing item may be used on the rafters.

Use of any decorations that are difficult to remove in its entirety, including hay bales, glitter etc are discouraged. Failure to adequately clean/remove the decorations will result in a clean-up fee being imposed at KVBR's discretion.

(iv) The Land

No structures or stakes are to be driven into the ground under any circumstances. KVBR endeavours to protect the area so it is aesthetically pleasing for all future guests.

4.18 Pet Policy

Domestic animals (pets of any nature) are not allowed to be brought onto the property. Should the couple who are getting married wish to have their pet involved in the ceremony, this should be discussed with management and may be approved on a case-by-case basis. If approved, the pet will be allowed on the property for the duration of the ceremony only and will not allowed in the accommodation or function area.

5. Catering

5.1 Catering at the Bush Retreat

KVBR has an exclusive official in-house caterer, Rabbit & Co Caterers. KVBR does not allow any external or third-party caterers to work on our property. Due to Occupational Health & Safety Laws, the commercial kitchen must always have a qualified chef in attendance and our in-house caterers will ensure this is the case. The Hirer and their guests are not permitted access to the commercial kitchen.

5.2 Deposits, payments & communication

All catering payments, deposits & communication are to be made directly with Rabbit & Co caterers.

5.3 Alcohol Policy

Whilst weddings and events are joyous occasions, we want to ensure the safety of all our guests and staff without any issues arising from excessive alcohol consumption. KVBR does not allow shots, unless for special traditions, for which the Hirers must obtain written pre-approval from KVBR.

6 Health & Safety

6.1 Fire Bans

Our venue borders onto a National Park. We do have an extensive Bush Evacuation fire plan and if the need arises the Property Managers may need to make a call to evacuate the property. We monitor the RFS website daily and follow the guidelines of NSW Rural Fire Services regarding if we should remain on the property or evacuate. However, notwithstanding a total fire ban, the management can enforce a fire ban on the property at our discretion when we deem the conditions to be unsafe. This includes, all flames, sparks and use of the open fire pit. We love our property and the Bush, and we will do our utmost to protect it from any potential risky fires.

(i) Smoking

Smoking is allowed onsite in designated areas only. Smoking is not allowed inside or near the cabins or the function area. Cigarettes must be disposed of carefully and in the provided ashtrays.

6.2 Natural Disasters & Cancellations

In the event of a natural disaster such as a bushfire or flood your wedding may need to be rescheduled. KVBR's Property Managers may seek advice from authorities as to whether the wedding can continue to take place.

6.3 Transport for Guests

The Hirer is responsible for ensuring all onsite guests have a seat within a vehicle in which they can quickly depart in, in case of an emergency.

6.4 Liability

This clause does not affect any consumer guarantees provided for the benefit of the Hirer in the Australian Consumer Law.

The Hirer expressly agrees that use of property is at their sole risk. To the full extent allowed by law, KVBR's liability for breach of any term implied into these terms and conditions by any law is excluded.

KVBR gives no warranty in relation to the services provided or supplied. Under no circumstances is KVBR or any of its suppliers liable or responsible in any way to the Hirer or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues) as a result, direct or indirect of any defect, deficiency or

discrepancy in the services and/or property. This includes their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:

- (i) any goods or services supplied to the Hirer and their guests and the use of the property;
- (ii) any delay in supply of the goods or services; or
- (iii) any failure to supply the goods or services.

Any advice, recommendation, information, assistance or service given by KVBR in relation to goods or services or both and/or the use of the property, is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given. It is provided without any warranty or accuracy, appropriateness or reliability. KVBR does not accept any liability or responsibility for any loss suffered as a result of the Hirer's reliance on such advice, recommendation, information, assistance or service.

This release extends to the Hirer, their guests, attendees, agents, employees or vendors or any other person invited on the property by the Hirer.

6.5 Indemnity

- (a) The Hirer indemnifies and keeps indemnified KVBR, its servants and agents in respect of any claim or demand made or action commenced by any person (including, but not limited to, the Hirer) against KVBR or, for which KVBR is liable, in connection with any loss arising from or incidental to the supply of the goods and services and/or the use of the property or the subject matter of these terms and conditions including but not limited to any legal costs incurred by KVBR.
- (b) This provision remains in force after the termination of these terms and conditions.

6.6 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 (but not limited to):

- 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 Ltd and 55 Radiata Road Pty Ltd.

6.7 Force majeure

- (a) If circumstances beyond KVBR's control prevent or hinder its provision of the services and/or the use of the property by the Hirer, KVBR is free from any obligation to provide the services or to allow use of the property by the Hirer while those circumstances continue. KVBR may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.
- (b) Circumstances beyond KVBR's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

6.8 Termination

KVBR may terminate this agreement by notice in writing to the Hirer where the Hirer is in breach of an essential provision of these terms and conditions.

7 Updates to Terms & Conditions

The Terms and Conditions are subject to change by KVBR at any time in its sole discretion. The Hirer will be subject to any updated Terms and Conditions once KVBR have notified the Hirer of the updated Terms and Conditions.

8 Miscellaneous

These terms and conditions are governed by the laws of the state of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts of that state.

These terms and conditions and any quotes and written variations agreed to in writing KVBR represent the whole agreement between the parties relating to the subject matter of these terms and conditions.

These terms and conditions supersede all oral and written negotiations and communications by and on behalf of either of the parties.

In entering into these terms and conditions, the Hirer has not relied on any warranty, representation or statement, whether oral or written, made by KVBR or any of its employees or agents relating to or in connection with the subject matter of these terms and conditions.