

Booking Contract

This contract is between:

The Hunter Resort Pty Ltd ("Venue") ABN: 89003384307 and

&

(client 1)

(client 2)

WEDDING TIME/DATE _____ (Time/Day/Month/Year)

"The Client" We

&

(client 1)

(client 2)

accept the Terms and Conditions of The Hunter Resort Pty Ltd

CLIENT 1

NAME _____
PHONE _____
EMAIL _____
ADDRESS _____
SIGNATURE _____
DATE _____

CLIENT 2

NAME _____
PHONE _____
EMAIL _____
ADDRESS _____
SIGNATURE _____
DATE _____

WITNESS NAME _____

SIGNATURE & DATE _____

"The Venue" (For and on behalf of The Hunter Resort Pty Ltd ABN:89003384307)

Signed ...

General Manager

Version: oct 21

Terms and Conditions

RATES: You accept The Hunter Valley Resort rates are quoted in Australian Dollars, inclusive of GST, and subject to availability. Period of validity is as specified on the attached schedule. While all attempts are made to maintain published prices, menus, package activities, transfers, or tour options, they may be subject to change at the discretion of Hunter Valley Resort Management due to changing market availability without notice.

ACCESS/DURATION: Room set up is no more than 3 hours prior to the agreed function time start. Additional set up time can be negotiated with prior written agreement and may incur additional room hire charges. Function is for a period of five (5) hours only. Overtime will be charged at a rate of \$300.00 per hour thereof.

DEPOSIT: A deposit of \$1,000.00 shall be paid by the Client, within 7 days of signing the contract, to secure this booking.

PAYMENT SCHEDULE:

- 50% of the contracted amount less deposit is payable 120 days prior to the agreed date of function
- Next 25% is then due 30 days prior to the function
- Final 25% is due 7 days prior to arrival at the resort

COVID-19: As this is an evolving pandemic – our conditions of entry are available from our website and can be updated without notice. Customers are required to adhere to these policies without exception. The Applicant will not hold the Company liable for any issue relating to COVID-19 restrictions or issue.

MAINTENANCE: Every effort is made to provide the services and facilities as advertised. To maintain our high standards, regular unscheduled maintenance may occur to our facilities, may be closed to the public due to occupational health & safety reasons. On some occasions, it may not be possible to provide prior notice.

PROVISION OF GOODS AND SERVICES: The annexed Reservation Advice forms part of this contract and describes the goods and services to be provided to the Client by the Venue, including effective dates and times, and attendance numbers for whom the said goods and services are to be provided.

OBLIGATIONS: We are not liable for an event including, but not limited to: war; civil commotion; riot; blockade or embargo; fire; explosion; breakdown; union dispute; earthquake; epidemic, pandemic or other health emergency; flood; water supply or power failure; windstorm or other extreme weather event; lack or failure of courses of supply; passage of any Law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority; beyond the reasonable control of the parties, whether or not foreseeable, which renders performance impossible. The Applicant agrees the Company does not guarantee the performance of any subcontractor nor will the Applicant hold the Company liable for any issue related to any subcontractor.

FINAL ATTENDANCE NUMBERS: Final attendance numbers must be notified to the Venue twenty one days prior to arrival. Any reduction in attendance numbers subsequent to notification of final numbers will be subject to charging at the full contracted amount. Should the attendance numbers decrease by 10% or more at any stage prior to notice of final numbers, the Venue shall be entitled to charge for 90% of the contracted attendance numbers.

TRADING TERMS: Unless credit facilities have been established with us, full prepayment is required. If any of these requirements set out above are not met, we reserve the right to release all space held. Final accounts are to be settled at checkout. Please note we will charge the client's credit / charge card for any outstanding account / invoice. We must also retain the right to modify or cancel any accommodation if it cannot be provided for any reason. You agree to be held responsible for any cancellation fees charged.

GUESTROOM CHECKIN TIME: 2.00pm /**CHECK OUT TIME** - 10am. Check in prior to 2.00pm is on a request basis only, and should be requested at time of reservation. A full day charge may be applicable. For a guaranteed arrival prior to 1.00pm a guest must be reserved from the previous day.

LOSS AND DAMAGE: The Client will remain financially responsible for any loss/damage to the property of the Venue caused by the Client's guests /invitees and also agrees to pay us at the applicable nightly rack room rate for the room and/or equipment until repairs, replacement, cleaning or airing of same is fully completed.

RESPONSIBLE SERVICE OF ALCOHOL: The Client agrees that they, and their guests, understand that it is against the law to sell or supply alcohol to, or obtain alcohol on behalf of, a person under the age of 18 years. Further, under the NSW liquor laws, licensees and staff must ensure that patrons do not become intoxicated. Intoxicated persons will be removed from the premises immediately, or will be refused entry to the premises. In such circumstances, the Applicant agrees they and their guests will still liable for any contracted charges/package/booking due to the Company, and further agree the Company will not be held liable for any additional costs as a result of the guest being refused entry to the premises.

CHANGE OF DATE/CANCELLATIONS: We hope this does not happen. However, in the event of a cancellation or change of date, 100% of the contracted amount will only be refunded if the booked time is resold to another Wedding function. Cancellation charges are per the Payment Schedule.

PAYMENTS: As this is an individually negotiated contract, payment is required by way of cash, EFTPOS or cheque. American Express payments will incur a commission charge of 3%. Mastercard, Visa & EFTPOS payments will incur a commission charge of 1.5%. If credit terms have been agreed in advance and in writing, settlement must be within seven days of receipt of invoice. Interest will be charged on overdue amounts at 7% per month. Accounts settled by bank transfer into our account must be as invoiced. You agree to fax/email a remittance for same and also agree you will pay any bank/transfer charges.

AUTHORITY: I am authorised to accept "The Venue" terms & conditions on behalf of "The Client". The persons signing this contract hereby confirm their full capacity and authority to do so. The person(s) and organisation(s) listed as the Client shall be liable in full for all costs and charges raised as a result of the herein agreed booking and authorise any outstanding invoice to be charged to the credit / charge card. This Agreement is the entire Agreement between the parties and supersedes all Agreements and understandings as to the matters which are the subject of this Agreement and there are no understandings, representations or warranties of any kind between the parties except as are expressly contained in the provisions of this Agreement. This Agreement may be amended by an instrument in writing signed by or on behalf of, or executed under seal by each of the parties to this Agreement. The law governing this Agreement is the law of New South Wales and any action between the parties shall be taken in a Court in New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of that State. This contract shall remain in full force and effect irrespective of the granting of any indulgence of time or in any other capacity whatsoever by the Venue.