



Araluen Golf Resort Pty Ltd T/A Araluen Estate

Country Club Avenue, Roleystone, WA, 6111

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Email: functions@araluenestate.com.au

2024 Araluen Estate Function Terms & Conditions

References

Araluen Estate "AE" - References the Land & Buildings / **Araluen Estate Lodge** - All public buildings located on the Araluen Estate / **Client** - The authorized person and deemed to be the organizer / **Event** - Any Event, Function or Wedding / **Event Order** - Final agreed services products & schedule of the Event

1. Tentative Booking

- a. We tentatively hold a date for a client for up to (7) days, without obligation
- b. Thereafter the inquiry will lapse without further correspondence
- c. Inquiries made via our online booking form does not constitute a Tentative Booking

2. Confirming Event Date

- a. Once an event date has been requested, the client is required to complete and return the "AE" Booking Form to secure the booking.
- b. The client will receive an invoice/payment request for a deposit of \$1000.
- c. The deposit is payable within (7) days in order to secure the event.
- d. If the Deposit and Confirmation form is not received within (7) days, the tentative date will be released without further correspondence
- e. If we receive an inquiry for the same date within the tentative period, we will attempt to contact the first Client to offer first option to secure within 48 hours by receiving the Deposit and Confirmation form.
- f. If the Client does not confirm with payment and the completed form "AE" reserves the right to accept any other booking without any correspondence.

3. Payments Schedule

- a. An initial deposit of \$1000 is required to secure your date, payable (7) days from invoice date.
- b. (30) days prior to the Venue hire charges become due payable within (5) days from invoice.
- c. (10) days prior to your Event date, and in line with your final catering numbers, the Food & Beverage selection & other incidentals are payable within (3) days of invoice.
- d. Any additional charges incurred on the day is to be settled with the service team, using the Credit Card supplied or your elected alternate payment method

4. Cancellations & Refunds Schedule

- a. All cancellation must be received via email to functions@araluenestate.com.au
- b. At the time of your Event Confirmation a \$500 Non-Refundable catering Deposit is paid to secure the date and services. This is deducted from your \$1000 Deposit in the unlikely event of a CXL
- c. \$1000 Deposit
 - i. Weddings
 1. \$500 can be refunded up to (365) days prior
 - ii. All other Event types
 1. \$500 can be refunded up to (270) days prior
- d. Venue Hire is non-refundable inside (30) days
- e. Catering selection & other incidentals is non-refundable inside (10) days
- f. The client acknowledges and accepts that if they fail to supply the required information or make payment when due the "AE" may elect to cancel the Event and shall retain all monies as paid.

5. Event Orders

- a. First draft supplied at the conclusion of the six-week meeting
- b. Changes and additions are permitted up to (10) days prior to Event
- c. Final Event Order is supplied (10) days prior and must be signed by the client and returned confirming all details (7) days prior
- d. Any changes requested inside (10) days are at the sole discretion of "AE"
 - i. Every effort will be made to accommodate on a without prejudice basis

6. Catering Numbers

- a. Final numbers are due no later than (10) days prior to the Event
- b. Increases to final numbers may be permitted up to 48 hours prior to event
 - i. Any requests to increase catering numbers will be chargeable at the time of acceptance
- c. Decreases to final numbers cannot be accommodated inside (10) days

7. Damage

- a. The client will be financially responsible for any damage caused at "AE", including property, grounds and golf carts
- b. This includes damages sustained at "AE" by the client, their guests, their sub-contractors and persons associated with their Event
- c. The appropriate charges shall be determined by the post Event evaluation of the premises, property and grounds
- d. Post Event evaluation, any damage found will be chargeable
- f. The client accepts and acknowledges those charges
- g. "AE" will supply photographic evidence of any damages billed if requested by the Client

8. Theatrical Decorations

- a. Pyrotechnics and alike must be approved and confirmed on the event order
- b. Confetti, glitter, rice, powder & dried flower petals are not permitted at "AE"
- c. Fresh Rose Flower petals and biodegradable decorations are permitted outside "AEL"
- d. A cleaning fee will be applicable in the event unauthorized use of such items are found.
 - i. A \$200 fee per hour of cleaning shall apply
 - ii. The client accepts and acknowledges those charges
 - iii. "AE" will supply photographic evidence of any damages billed if requested by the Client

9. Smoking

- a. Is not permitted inside "AEL"
- b. Smoking is permitted in designated areas around "AE"
 - i. A \$200 fee per hour of cleaning shall apply
 - ii. The client accepts and acknowledges those charges

10. Fixtures and Fittings

- a. No tent pegs, star pickets, or any similar objects can be used on in or around "AE" grounds
 - i. Exceptions can be arranged in advance with the Event Manager & in consultation with the course Superintendent
- b. No nails, screws, stuck on hanging devices or adhesives of any type may be used on any wall/window/door on or within "AEL"
 - i. A \$200 fee per hour of damage repair shall apply
 - ii. The client accepts and acknowledges those charges

11. Prohibited Hire

- a. Smoke machines are not permitted "AEL"

12. Candles & Naked Flames

- a. Inside "AEL" Candles – with cylinder & bases are permitted
- b. Outside "AEL" but within "AE" we are required to follow fire restriction by laws
 - i. 1st June to 30th September – can be arranged in advance with the Event Manager & in consultation with the course Superintendent
 - ii. 1st October to 30th November & 1st April to 31st May
 - 1. Restricted (As Per Manager Advice and subject to approval on day)
 - iii. 1st December 31st March – Not permitted
- c. Total fire bans supersede all clauses at Point 13.

13. Golf Cart

- a. A valid drivers license is required for the user to operate
- b. Carts must be pre-booked
- c. Subject to availability at time of booking
- d. The Client accepts the Terms & Conditions of Cart Hire found at www.araluenestate.com.au
- e. Carts must remain on designated path ways
- f. Must not block golfers at any stage

14. **Golf & Players**
 - a. Golfers have right of way
15. **Decorations Other**
 - a. Unless the client has pre-arranged the hire of staff from "AE", the set up and pack down of decorations, including all table top items is the responsibility of the client
 - b. The client is responsible for the offsite removal, of all rubbish generated from decorations other.
 - i. A \$200 fee per hour of disposal shall apply
 - ii. The client accepts and acknowledges those charges
16. **Beverage Menu, Service & Substitutes**
 - a. BYO is NOT permitted
 - b. A minimum spends of \$35 per person is required
 - c. Our Menu pricing is for "at bar" service only
 - d. Fees shall apply for services that are requested over and above "at bar" and be shown on the Event order
 - e. Beverage service will conclude at 11.30pm
 - f. "AE" reverses the right to increase pricing on menu items during the pre-final event order stage
 - i. Prices are fixed at the time of final Event Order approval
 - g. "AE" reserves the right to substitute menu items (like for like) of no less than the cost value of the original selection
 - h. "AE" reserve the right to refuse service of alcohol to any person at their discretion
 - i. "AE" is committed to the responsible serving of alcohol in order to provide a safe and friendly environment for our guests and staff. Our staff are RSA trained and the final decision in respect to RSA matters is for "AE" to determine at the time
17. **Caterers**
 - a. "AE" works with preferred caterers
 - b. Fees charged for your menu will include the laying of your tables - Crockery Cutlery and Condiments
 - c. The menu fee includes the service staff to deliver your preferred menu option and style
 - d. The fee includes the hire of tables and equipment for buffet and or event stations required to present and deliver the food menu
 - e. The fees include the cleaning of the items as above
 - f. Note in all cases our Catering Partners have minimum spends/ numbers based on day of week and time of year.
 - i. Will be disclosed at the time of inquiry/booking
18. **Dietaries**
 - a. Confirmed in line with the timings of the event order
 - b. While every effort is made to ensure that safe food practices are adhere to by suppliers and contractors
 - i. "AE" does not assume any liability or be responsible for damages resulting from a dietary occurrence
 - c. Client food stored at "AE" may result in cross exposure or contamination from other food products
 - i. The client assumes all risk and indemnifies "AE" from claim
19. **Outside Food**
 - a. No outside food shall be permitted
 - i. Excludes Celebration Cakes
20. **Celebration Cakes**
 - a. If "AE" Equipment or Staff are required to store/ cut and or serve, then fees shall apply and be nominated on the Event order
 - b. While all due care and consideration is taken, "AE" are not responsible for the storage, transit or final placement should damage occur
21. **Room Hire**
 - a. The room hire fees includes the hire of tables and chairs for your Event being drawn from the onsite equipment as shown at the time of booking.
 - b. The fee includes the setup and pack down of "AE" assets
 - c. Any other equipment required shall be at the clients' cost and arrangement
22. **Hire Period**
 - a. The hire fee is for the period as exclusively shown on the Event order
 - b. The client has access to venue from 9am on the day of the event and must be bumped out by 9am the following day. Unless discussed and approved with Event Manager for earlier access.
 - i. Charges may be applicable for early access.

- c. The area hired is considered exclusive
- d. Additional fees will apply to accommodate set up and pack down if requested at the time of hire and shown on the Event order

23. Suppliers

- a. "AE" works with a number of suppliers that are pre-approved
 - i. The list can be found on our web site under the function tab
 - ii. The list is constantly being updated
- b. Suppliers have access from 9am on the day of the event and must be bumped out by 9am the following day. Unless discussed and approved with the Event Manager
 - i. Charges may be applicable for early access.
- c. Suppliers not on the list are deemed to be sub-contractors, as such
 - i. Their supply/timing setup and pack down must be nominated on the Event order
 - ii. The delivery setup, pack down and collection must occur during our operating hours
- d. Setup needs and suppliers required for the event must be pre-approved by "AE"
- e. "AE" disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages and costs you or your agents might incur during your Event
- f. May not store items onsite, outside of your Event timing without approval and fees payable

24. Noise Restrictions

- a. "AE" reserves the right to control the volume of any music or noise emitted from the Event
- b. All music must cease at 11.30pm

25. Removal of Property

- a. The client is responsible for the removal of all gifts, equipment, decorations and other items brought onto the premises or grounds
- b. All items are to be removed prior to completion of the Event unless prior arrangements have been made
- c. In the event that staff are required to stay/return to the premises, post function, for the purpose of removing items/equipment brought in,
 - i. A fee is payable at \$250 per hour required or part there of after the first hour
- d. Whilst all care will be taken, no damage to or loss will be attributable to "AE"

26. Code of Conduct

- a. The client and all persons associated with the Event shall conduct themselves in an orderly law-abiding manner
- b. Your assistance is required in achieving the best possible experience for you and your guests
- c. We reserve the right to close down the event if behaviour of guests becomes unacceptable
 - i. The client is not entitled to any form of refund in this instance
- d. All guests are encouraged to use safe transport to and from the Event
- e. All guests are asked to respect our neighbors and are encouraged to leave the premises in a manner that does not affect the amenity of the area

27. Payment Types & Policy

- a. Payments via Credit Card incur the following charges.
 - i. A fee of 2.31% shall apply to each transaction for VISA & Mastercard
 - ii. A fee of 4.25% shall apply to each transaction for American Express (AMEX)
- b. If paying by direct deposit a bank remittance email is required including confirmation from 'AE' that amount has been received into nominated bank account.

28. Public Holidays

- a. Events & Bump In/Out dates held on public holiday will include a Public Holiday Levy for;
 - i. Staff
 - ii. Beverage Menus
 - iii. Additional pre-arrange Staff Services
 - iv. Room Hire is as quoted based on day of week and will already include the levy if applicable
- b. Current levy is 15%
- c. Levy's maybe updated throughout the year and shall apply to your event, and advised in writing
- d. If your Event is moved to a Public Holiday after the Event order has been produced and invoices are prepared, a revised Event order and invoice will be forwarded
 - i. Payment is required within (3) days

29. Pricing

- a. All pricing displayed on our website and in our promotional material is correct at the time of publication
- b. Pricing is not confirmed until the Event order has been prepared and presented with invoice for payment
- c. Changes to your Event order may incur additional charges, and shall be displayed on your revised Event order and invoice for payment
- d. Until such time as the event order and associate invoice has been paid in full "AE" reserved the right to update pricing in line with direct supplier increase.

30. Room Move

- a. "AE" reserves the right, without penalty to move your Event to another room in the case that the room becomes unusable (unforeseen circumstances)
- b. The client will not be charged for any increase in cost associated with this move
- c. The client will be eligible for a credit for any decrease in room hire fees associated with this move

31. Unforeseen circumstances "AE" preference

- a. Should an unforeseen circumstance result such as;
 - i. Earthquake – Fire – Flood – Pandemic – Power Outages
 - ii. And prevent your Event, "AE" shall not be liable for costs associated
- b. In the event "AE" is required to cancel or postpone, every effort will be taken to notify you as far in advance as possible
- c. Alternate dates will be offered and deemed to be a new contract if accepted
- d. The client will be eligible for a full refund less costs incurred
- e. In the event the property experiences a power outage your event may continue for a period not exceeding 45minutes under emergency lighting, but all food services will cease until power is restored. Should power not be restored within 45 minutes then you event must safely evacuate the building using emergency exits. The Manager on duty will provide advice as to the next steps which may include temporary postponement, or in the unlikely event of sustained power outage the CXL of event. In this circumstance the client will be eligible for a refund of the portion of unused services, excluding food.

32. Photography & Videography

- a. If the client or photographer shares images or video content directly with "AE", "AE" can share and use at their discretion.
- b. Shared images and video footage can be used in promotional material and social media posts.
- c. Social media posts "AE" will tag and promote suppliers involved in the event

33. COVID

- a. In the event Federal or State Governments impose restrictions and they materially affect the delivery and or suitability of the Event, the Client may wish to amend and or cancel all or part of their function
 - i. "AE" will adopt a reasonable approach.
 - ii. "AE" reasonable approach will as a minimum ensure costs incurred have be fully covered
- b. The client is responsible for ensuring all guests abide by the State and or Federal government mandates
- c. The client acknowledges that access to "AE" premises and facilities is based on the person/s being compliant with relevant mandates which may be amended from time to time
- d. The client & "AE" are jointly responsible for ensuring current conditions are being adhered too
- e. The client indemnifies "AE" against any fines or action that maybe imposed by Law in the event any guest, contractor, supplier associated with the event fails to follow reasonable and or legal instructions from "AE" in the safe and legal management of the event

34. Acknowledgment and Acceptance

- a. In lieu of a signature, the payment of a deposit, in any amount, is acknowledgment as acceptance of the terms and conditions, here in above
- b. Acceptance is deemed to be in effect on the date of deposit.