



## Utopia @ Waterfall Gully Venue Bookings - Terms and Conditions

Thank you for choosing Utopia @ Waterfall Gully (hereafter 'our', 'we', 'us') for your wedding. These are the terms and conditions under which you (hereafter 'you', 'you' or 'your') agree to use the Goods and Services supplied by us. This and the detailed information package provided to you will be referred to hereafter as 'the Terms'.

The Terms below are important because they set out your rights and obligations when using these Goods and Services ('Your Booking'). Please read these terms carefully before booking our Goods and Services.

Your Booking is confirmed once you have completed your booking confirmation email and paid your non-refundable, non-transferable booking payment. However, where you fail to provide an executed copy of the booking confirmation email but proceed to instruct us in relation to the provision of our Goods and Services (or pay the booking payment), you are confirming your acceptance of these Terms.

This agreement expressly supersedes any prior agreements or arrangements with you.

All bookings at our venues are made upon, and are subject to, the following terms and conditions as determined by us. By paying your non-refundable, non-transferable booking payment, you are agreeing to the following:

### 1. Scope of Services

We offer a number of Goods and Services by way of 'Packages'. The totality of the Goods and Services chosen by you will be referred to within the Terms as 'the Package', and will be outlined in your booking confirmation email.

### 2. Tentative Booking

You may tentatively book the Package for your chosen day for a maximum period of five (5) days from the date that you send a written request reserving your specific date.

If you do not execute the Terms and pay the required booking payment outlined in your emails, your tentative booking will automatically lapse and will be available for another interested party to book our services on your specific date.

### 3. Booking Payment

You must pay a booking payment which is non-refundable and non-transferable. The exact Booking Payment required to be paid is the fixed amount outlined in your booking confirmation email ('the Booking Payment').

For our Once Upon a Wedding and Winter Wonderland Wedding packages, you are also required to make an additional, non-refundable Progress Payment of \$2000 six (6) months prior to your wedding date, as requested by your coordinator.

Such Booking Payments and Progress Payments are non-refundable and non-transferable (except where otherwise outlined within these Terms). By paying the Booking and Progress Payments, you acknowledge and accept that these payments are not refundable and not transferable unless specified in this Agreement.

The purpose of the Booking Payment and the Progress Payment is to secure the Package on your specific day – including all pre-event administration and planning - and for costs and expenses to ensure all included goods, services, sites and equipment are prepared and maintained for you.

These payments will be deducted in full from your Final Payment (unless a portion of your Booking Payment is retained due to a significant drop in numbers, as per section 6 below).

#### **4. Payments**

All booking parties (as an individual or as a couple), will be jointly and severally liable for all payments owing to us.

Package prices are quoted inclusive of GST. Payments can be made by way of credit card, EFTPOS, bank cheque or cash. Credit card and EFTPOS payments will be subject to a surcharge of 1.5%. Personal cheques are not accepted.

You are required to pay for the Package as follows:

- a. The **Booking Payment**;
- b. In the case of Winter Wonderland and Once Upon a Wedding packages, a progress payment of \$2000 to be requested by your coordinator approximately six (6) months prior to your wedding date (**'the Progress Payment'**);
- c. The remainder of the total amount due (**'the Final Payment'**), due no less than four (4) weeks before your Booking Date for weddings, or as per the deadline outlined in writing from your coordinator for smaller events.

Failure to make payments in accordance with the above means that we may suspend or withhold the performance of Goods or Services until such payment is made. We may also cancel your Booking and release your specific date to another interested party. You may also be subject to late payment fees.

We reserve the right to increase the price of the Goods and Services where there are any last minute changes to the scope of services, or in instances where there is an increase in guest numbers or labour performed. The additional charges will form a Sundry Payment and will be payable prior to or on the Booking Date as confirmed by your coordinator.

Please be aware that prices for the supply of the Services (and any goods related to such services) are based on the costs prevailing and the specifications supplied at the time of the price given. Subject to your rights under law, including the Australian Consumer Law, we reserve the right to vary the price if, between the time of the quote and time at which Services are performed, costs of Goods and Services have increased.

Upon completing your booking confirmation email and paying your Booking Payment, you acknowledge that the Package price cannot be reduced from the amount agreed between the parties, regardless of circumstances.

Your Package may also be subject to a surcharge on top of your Package price where you require your Booking to be held on a Public Holiday. We do not take bookings on Good Friday or Christmas Day.

Due to the significant administrative costs involved, we do not offer payment plans or instalment payments.

## 5. Cancellation or Change of Booking Date

You may cancel this agreement at any time, by notifying us in writing.

Where you wish to cancel, all monies paid up to the point of cancellation will be retained.

We will use our best endeavours to meet a request for a postponement of date, however it must be a date that is mutually agreeable and new package pricing will apply. In the event of a postponement, the following will apply:

Nature of Event	Postponement Schedule
Weddings	Must give twelve (12) months notice;
Smaller Celebrations	Must give six (6) months notice;
High Teas	Must give one (1) months notice.

Where you are able to give the above notice, your Booking may be postponed to a new date on the proviso that you book an equivalent or higher package than the one booked. New package pricing will also apply. A further non-refundable Booking Payment of \$750 is payable to secure the new date.

Where you cannot give the above notice, the Booking will be treated as cancelled and cancellation terms apply.

No further changes or transfers will be made after a date transfer. No refunds or package price reductions will be offered for cancelled package inclusions. Postponements may also be subject to availability.

You are only able to postpone your Booking on one (1) occasion and the new date must be within twelve (12) months of the original Booking Date. If a date is required beyond this, further fees may apply.

We may terminate the agreement between the parties where you are in breach of the Terms, including but not limited to the non-payment of the Invoices. Where we terminate the agreement for a breach, you will be responsible for all fees and disbursements incurred or accrued prior to termination.

At any time, before or during the Event, we may withdraw or cancel our Services in some circumstances. Such circumstances include but are not limited to (i) discovery of new information; (ii) changes to agreed circumstances, (iii) other factors which tend to circumvent our policies, including non-cooperation, changes in locations, facilities, or available times, missed appointments and late payments or (iv) threatening, harmful or violent behaviour, or damage to our equipment. You acknowledge that in such circumstances you are not entitled to any refund or compensation for the cancellation or withdrawal of Services.

## 6. Guest Numbers

You must provide final guest numbers, and full details of any special dietary requirements no less than six (6) weeks prior to the event for weddings, or fourteen (14) days prior to the event for smaller celebrations (unless advised otherwise in writing by your coordinator).

We do not offer a refund of monies if there is a reduction of numbers thereafter.

You may request to increase your guest numbers up to two weeks prior to your Booking Date for weddings, and one week for smaller events, however late additions are not guaranteed - and payment must be made for any approved increase immediately upon acceptance.

There will be no refund of monies in the event that the confirmed number of guests do not attend your event. Any guests in attendance but unaccounted for prior to the Booking Date will incur a cost immediately on your Booking Date.

In the case of final guest numbers significantly lower than originally booked (a variance of 20% or greater), the booking payment for these guests will be retained by the Venue to cover liquidated damages as a genuine estimate of loss suffered. Events with significantly lower guest numbers than originally booked may be moved to more suitable, smaller spaces within the venue, and events no longer meeting minimum guest numbers will still be charged for the minimum required number.

We will always do our best to accommodate final guest numbers that are significantly higher than originally booked, however venue spacing limitations do apply.

Guest numbers will always be subject to any capacity restrictions resulting from a Government direction for any reason (including but not limited to COVID-19). Where capacity restrictions are in force (regardless of notice of such restrictions), you must pay the full Package Price up to the maximum number of allowed guests, UNLESS an agreement is met between both parties in writing to postpone the full package to a later date.

Postponement under these circumstances will be completely at the discretion of the Venue.

You acknowledge that a reduction of numbers of guests resulting from a Government Direction could occur and will not render this Agreement unable to be performed by us regardless of such reduction.

## **7. Service of Food**

All included catering and staffing is supplied by the Venue. We operate and adhere to all local Food Safety and SA Health food service requirements and restrictions (including but not limited to those relating to COVID-19).

We will always endeavour to cater for special dietary requirements such as gluten free, vegetarian and vegan guests - however exclusions apply for very restrictive diets (such as multiple allergies, coeliac and FODMAP diets) and no guarantees can be made.

External / BYO catering is not permitted, with the exception of wedding cakes which if not provided by us must be prepared in a licenced kitchen and delivered as per the timeline set out by your coordinator. All handling of food, including the cutting of an externally provided cake, must be completed by our staff (as we hold the required food handlers' certificate and relevant insurance). Costs will be incurred for the service of a BYO wedding cake.

Confirmed, final numbers of guests, all menu selections and details of all special dietary requirements must be provided by the deadline as set out by your coordinator OR no less than fourteen (14) days prior to the event. We cannot guarantee last minute or late additions will be accepted.

## **8. Children**

Whilst children are welcome at our Venues, they are the full responsibility of their parents/guardians and must be supervised at all times. Children are not permitted to roam freely around the properties and there is no provision for babysitting or supervision of children on site. Children over two (2) years old must be included in your pre-arranged guest numbers. Where they are not accounted for, the cost will be included as a Sundry payment.

## **9. Service of Alcohol**

Our Venues do not offer 'BYO' alcohol options. If guests are seen to be consuming or bringing in beverages not offered by the Venue, they may be asked to leave the Venue - and the Venue reserve the right to remove and discard any alcohol bought into the Venue.

We uphold the principals of "Responsible Service of Alcohol" and in accordance with Liquor Licencing Laws reserve the right to refuse to supply alcohol to persons suspected of being under 18 years of age, showing signs of intoxication or aggression, or signs of other drug use.

We reserve the right to refuse entry to the event to any of your guests, invitees or vendors if the person is, or appears to be to a reasonable person, intoxicated or under the influence of other substances. We reserve the right to ask such guests, invitees or vendors to leave the Venue.

Where the Liquor Licencing Laws are breached by guests and a fine is incurred by the Venue by a breach of a guest, you indemnify the Venue for any loss suffered as a result of this breach, including but not limited to any fines incurred by regulatory bodies.

#### **10. Guest Behaviour**

By accepting these Terms, you accept full responsibility for you and your guests for the duration of your Booking. You are responsible for ensuring that all guests are made aware of and understand these Terms.

You accept that our services may cease early if deemed necessary by management for reasons that include, but are not limited to, illegal, threatening, abusive or unruly behaviour by you or your guests, excessive consumption of alcohol, consumption of drugs or extreme behaviour.

In the event that these Terms are breached by you or your guests, we reserve the right to charge for any loss/damage incurred.

#### **11. Damages, Repairs and Cleaning (Venue and Hire Items)**

You are financially responsible for any repairs for damage to Venues, equipment, hired items or property, or extra cleaning costs which may become necessary due to damage or other matters caused by guests whether accidental or otherwise.

General and normal cleaning is included in the Package however extra charges may be payable if the Booking has created cleaning or repair needs above and beyond the normal standard of cleaning (to be determined at our sole discretion). The damage will be assessed, and the cost associated will be charged to you. Such damage may include malicious damage, soiling, physical property damage or excessive waste.

In the event that damage or loss occurs to any hired items, the hirer is financially responsible for replacement or repair of goods within seven days.

The Venues do not permit the use of confetti (including biodegradable paper or synthetic rose petals), metal table scatters, rice, balloons or similar items in any part of the Venue, indoors or outdoors. A five hundred dollar (\$500.00) additional Cleaning Fee will be charged if this request is ignored.

The Venues permit the use of dry ice and fireworks only if they are provided by our selected provider. No other supplier will be allowed to provide effects of this nature.

Fresh flowers and petals cannot be used on any of the aisle carpets, seagrass aisle runners or inside the buildings, due to staining and damage caused. If petals are used on the carpets and cause damage, a cleaning or full replacement fee will be charged.

All guests or invitees enter the event entirely at their own risk. All guests or invitees accept our services entirely at their own risk.

#### **12. Safety**

Adults and children are required to wear footwear at all times while attending our Venues.

You are responsible for ensuring that you, your guests and vendors do not enter restricted areas, such as behind bars, behind service tables, office or storage areas, within kitchens or catering wagons, or any areas marked as private or 'staff only'. Guests enter these areas at their own risk and we cannot be held responsible for any injury and/or damage that may occur as a result of entry to a restricted area.

You must not, and must use your best endeavours to ensure that you, your guests, vendors and/or any contractors, do not, undertake any of the following:

- damage, touch, lean on, sit on, move, cover, obscure or endanger the venue, décor items, catering wagons, furniture or associated property;
- damage or attempt to damage any part of the venue, wagons, furniture, décor, fittings or fixtures;
- attach any sign, decoration or other item to any part of the venue, wagon, décor items or furniture without permission;
- interfere with or alter any of the gas, electrical, water or lighting systems in the venue or wagon;
- expose the venue, wagons, furniture or decor to any flammable materials, or light or maintain a naked flame;
- use the venue, wagon, furniture or decor for any purpose except the Booking as described in the Schedule;
- do, say or display anything defamatory, offensive or of a pornographic nature.

### **13. Music and Noise**

Given the location of our Venues, you must take into account the issue of noise when planning your music. At our venues, music must cease at the time directed by your coordinator during final event planning. Noise levels must not exceed reasonable levels or create a nuisance, as determined at our sole discretion.

A maximum four (4) piece band may be permitted at our Venues, and full-sized drum kits are not permitted. Our Venue staff will determine the location of any bands and live entertainers.

Licensed and insured professional DJs are permitted at our Venues, however all equipment must be appropriated tagged/tested and provided by the hired DJ.

The Venues reserve the right to control the location and volume levels of entertainment at all times, and cancel entertainment if requests on volume levels are ignored.

### **14. Smoking**

Our Venues are strictly non-smoking venues. As we are subject to laws relating to tobacco, guests, invitees and vendors must only smoke cigarettes, e-cigarettes, and the like in the designated smoking areas. Smoking is also prohibited in any enclosed area or within four (4) metres from any building entrance.

We reserve the right to charge a cleaning fee of \$500.00 where these smoking regulations are ignored, and significant cleaning is required to remove the cigarette butts from the premise and carpark areas.

It is your responsibility to communicate these facts to all guests or invitees attending on the Booking Date.

### **15. Adverse Weather**

Your coordinator will work with you to find the best solution for your event if adverse weather is predicted and will impact your booking. In most cases an alternative indoor option will be offered (subject to availability and other booking requirements). Charges may apply if you choose to hire additional shade/shelter/venue space.

If a couple chooses to remain in an outdoor location without shelter despite wet weather, electrical items (such as microphones, PA systems and cameras) and some décor items (such as ornamental or wooden chairs, carpets, sashes, draping, archways) may not be set up or utilised in wet conditions.

Refunds will not be given if inclement weather impacts your event, unless such weather event falls within the definition given in Clause 19. In those instances, the remedy in Clause 19 will apply. Where you wish to cancel or postpone your Event due to weather, these will be treated in accordance with our cancellation and postponement policies above.

### **16. Preparing the Venues**

You are required to deliver agreed personal items (such as place cards, seating charts, decorations and other agreed items) to the Venue on the date set by your coordinator during final planning.

All place/name cards must be bundled in seated order, according to table numbers. Unsorted place cards will not be accepted.

Any item or decorations relating to sound, electrical, staging, sparklers, fireworks, confetti cannons, dry ice, lighting, hanging florals, banners etc must be booked directly by your coordinator via our preferred suppliers. External suppliers are not permitted for these items. BYO installation is not permitted.

In an emergency, we reserve the right to substitute hired items with similar items without seeking the permission of the hirer. We will take the utmost care to match colours and design but there may be slight variations.

### **17. Use of BYO Suppliers and Contractors**

For packages at our Venues, you are required to inform your coordinator of all vendors or contractors engaged by you to perform services for or on the Booking Date. In some cases, only the Venues' preferred suppliers can be used.

For any approved, external contractors or vendors, the following details must be disclosed to your coordinator thirty (30) days prior to the Booking Date;

- Business name and ABN
- Contact number;
- Expected arrival/delivery time (as set and approved by your coordinator);
- General nature of items being used or brought into the Venue; and
- Their insurance details; and
- Their COVID-19 Safety Plan.

The Venue reserves the right to refuse a Vendor or ask a Vendor to leave the Venue, where it determines that the Vendor is not abiding by laws, regulations and by-laws and government or regulatory orders applying to the Booking and the Venue.

All vendors are subject to these same terms and conditions, and you are required to inform all vendors that they are required to abide by these terms.

The Venue will not store items prior to or following the Booking Date, and we are not liable for any damages that may occur to any items left at the Venue.

### **18. Intellectual Property**

You acknowledge that we may take images and/or video of you using our services on the Booking Date. You hereby irrevocably waive all copyright rights (including moral rights) in any such images and agree to provide us a royalty free nonexclusive licence to use any such images for our marketing purposes.

By accepting these terms, you confirm that you have given permission, and sought the permission from your guests and vendors, for us to take our own images and videos.

Any photographs, videos or sound recordings taken by you must be for personal use only and must be taken legally. Any use, reuse or production for commercial purposes without our express written consent is strictly prohibited.

### **19. Force Majeure**

We will not be liable or responsible for any failure to perform, or the delay in performance of, any of our obligations under the Agreement that is caused by any act or event beyond our control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by suppliers (known as 'force majeure circumstances').

If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Agreement becomes impossible, we will contact you as soon as reasonably possible to notify you. Our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of that force majeure circumstance. This clause does not apply in circumstances where an event outside of our control occurs, but

the circumstances still allow the Agreement to proceed (notwithstanding inconvenience or hardship).

If you cancel the booking or vary the booking because the alleged event outside of our control causes mere inconvenience or changes the Booking in a manner that does not suit you, any fees and charges that are deemed non-refundable remain so, and we are only obliged to use reasonable endeavours to provide an alternative date. New booking payments will apply in these circumstances to secure a new date.

In **genuine force majeure circumstances**, we will endeavour to arrange a new date for the Booking with you after the event outside of our control is over. Parties must use all reasonable endeavours to mutually agree on a new date, but if the parties are unable to agree on an alternative date, the Booking will be considered cancelled, and any monies paid (excluding the agreed Booking Payment) will be returned to you.

In force majeure circumstances, where an alternative date can be agreed, we will credit any amount paid already towards the new, mutually agreed date.

If you choose to book again and an event beyond our control is reasonably foreseeable, based on Government guidance, then this new booking is made at your own risk and we are not liable for any loss suffered as a result of the failure of your second booking to proceed. We are under no obligation to provide a further date because of any cancellation or postponement.

## **20. Amendments**

Any variations subsequently agreed verbally between the parties and the Venue will form part of these Terms and Conditions once in writing and emailed to you.

## **21. Governing Law and Jurisdiction**

These terms and conditions, their subject matter and their formation, are governed by the laws of South Australia. You and we both agree that the courts in South Australia will have exclusive jurisdiction.