



POLICIES, TERMS AND CONDITIONS

We at Barn Events are delighted that you have chosen us to host your upcoming function and we look forward to making memories with you. These terms and conditions form the agreement between the person(s) making the booking (“You”) and Barn Events at Homestead Park ABN 18 794 917 695 (“Barn Events”). The agreement commences when you make a booking with Barn Events and payment of the initial deposit is received and Barn Events confirms your booking in writing. Please read these Terms and Conditions carefully prior to making your booking and paying the initial deposit. If you need clarification with respect to any of the terms or conditions, we would be happy to assist you.

BOOKING*

In order to book your function at Barn Events, you will need to sign these terms and conditions. Please note that your function is not confirmed until Barn Events receives your initial deposit in cleared funds and confirms your booking in writing.

INITIAL DEPOSIT

Upon making a booking for a function, you must pay an initial non-refundable, non-transferable 50% deposit of the total venue hire price. When paying the initial deposit please ensure that you have returned a signed copy of these terms and conditions. Upon receiving the initial deposit and your signed confirmation, Barn Events may forward you a confirmation receipt. If Barn Events does not forward you a confirmation receipt within 30 days of receipt of your initial deposit, Barn Events will refund your initial deposit. Barn Events is under no obligation to accept your request to book a function. Payment options are via cash or bank transfer.

FINAL PAYMENT & BOND

Final payment is required 14 days prior to your event date together with a bond of \$3,000. The Bond of \$3,000 will be returned within 14 days after your wedding at Barn Events discretion. If full payment is not made as required under these terms and conditions, Barn Events may at its absolute discretion cancel your function and all moneys paid by you will be forfeited.

APPLICATION OF BOND

Barn Events may at its absolute discretion apply any or all of the bond to cover any loss, damage, cost or liability suffered or incurred by Barn Events arising directly in connection with your function or the hiring of Barn Events property. Should the bond, or part thereof, not be required to meet Barn Events costs, the balance of the bond will be refunded after your event. Conversely, should the

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final costs of your event exceed the amounts paid in the bond, Barn Events will issue an invoice for the balance. Any claim for recompense will be accompanied by an itemised account

detailing each cost. Barn Events will liaise with "You" with good intent to ensure that all costs associated with the repatriation of any damage associated with the event is not excessive and is fair and reasonable. If an agreement cannot be reached on what is fair and reasonable then a Justice of the Peace agreeable to both parties will be appointed to make a final decision.

FUNCTION DURATION*

The venue hire is for exclusive use of the property for 8 hours including guest arrival and departure time. The event duration is for a maximum of 7 hours and must conclude by no later than 11:00pm. Please note that you and your guests, invitees or other persons attending your function must vacate within 1 hour of the scheduled event completion. Should the premises not be vacated within this period, you will be charged \$500 for each additional 30 minutes (or part thereof) that you, your guests, invitees or other persons attending the function are present on Barn Events premises. Barn Events may apply the bond to this cost. Barn Events determination of the duration of your function is final and conclusive.

CANCELLATIONS & TRANSFERRING BOOKINGS

All cancellations must be made in writing to Barn Events info@barnevents.com.au. In the event that the contracted date(s) of your event is/are cancelled, we must receive a written notification from you and all deposits will be forfeited. If for unforeseen circumstances, you need to change the date of your wedding, we will reschedule the date subject to the date being available. In the event that the contracted date(s) of your event is/are cancelled by Barn Events, a written notice of cancellation from Barn Events will be sent to you and your Deposit and any Bond paid will be refunded in full.

PRICES*

All prices are current at the time of quotation and are for the cost of the venue hire fee only. Prices are valid for 30 days from the date of quotation. All prices set out in this agreement are inclusive of GST

METHOD OF PAYMENT*

You are required to make payment of all invoiced amounts issued by Barn Events in relation to your function. All payments required to be made under this agreement shall be paid via one of the following options:

(a) Telegraphic Transfer

(b) Cash notes

Barn Events does not accept Credit or Debit Cards for payment. Payment is not deemed as received until received in clear funds.

GUARANTEE FOR PAYMENT

The person(s) signing this agreement jointly and severally agree(s) with Barn Events to be personally liable for all moneys payable to Barn Events pursuant to this agreement. When it is requested that Barn Events addresses its invoice to another person, company or entity, you agree that your liability is not thereby extinguished. In such circumstances, he/she/they shall be jointly and severally liable

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with the nominated person, company or entity for payment and that liability shall not be discharged until Barn Events has been paid in full.

FINAL GUEST NUMBERS*

Finalised guest numbers including contact names and numbers are to be provided by you 14 days prior to your event. Maximum number of guests is 150.

CONTRACTORS*

A summary of all your suppliers/contractors including evidence of their insurance is to be provided to Barn Events 6 weeks prior to your event date.

CONSUMPTION*

Beverages can either be arranged through your caterer or we offer the option of BYO. BYO Beverages can be delivered between 5pm and 7pm on the evening before your scheduled event or from 9am on the day of your event. Catering including bar service is to be arranged by "You" and must be one of Barn Events recommended caterers and/or bar services.

The caterer needs to provide all requirements in relation to the cleaning, cooking, crockery, cutlery, glasses & napkins. No self catering. All consumption must be supplied and served by a registered business. The caterer is responsible for cleaning up empty bottles, glasses and general rubbish as part of their service for the duration of the event. The Barn Events kitchen and bar is to be cleaned and left in the same condition prior to use.

RESPONSIBLE SERVICE OF ALCOHOL

Alcohol must be served by a registered business with an RSA license. The total duration of alcohol service must not exceed 7 hours. Barn Events reserves the right to refuse entry of guests, and its absolute discretion, to close your event early if guests are:

- Intoxicated;
- Violent, quarrelsome or disorderly;
- Smoking in a smoke-free area;
- Suspected of having or using illicit drugs on the premises; or
- In breach of the reserved area

DECORATIONS AND SIGNAGE

You are responsible for the cost of all decorations, including table centre pieces. All decorations and structures brought into Barn Events by you or any of your contractors, agents or other persons is your or their sole responsibility and at your risk. Nothing is to be nailed, screwed, stapled or adhered to any wall, door or other surface or part of the building without prior written approval by Barn Events. All decorations and signage must be approved in writing by Barn Events 14 days prior to your function (other than basic floral arrangements).

CONFETTI, RICE AND BALLOONS POLICY

The throwing of non-biodegradable confetti and rice is prohibited on the grounds of Barn Events. Balloons are to be tied down or contained so not to float into grazing paddocks as they can harm the farm animals if eaten.

ENTERTAINMENT

All entertainment is an additional cost and must be sourced by you. Barn Events must approve details and set-up arrangements 14 days prior to the date of your function. You are responsible for ensuring that you and the provider of any entertainment provided at your function is not by its nature offensive to contractors, agents, and neighbours.

SET UP AND PACK DOWN*

The standard set up time is from 11am on the day of your function and the standard pack down time is up until 11am the day after your event. Additional time can be requested in writing. The caterer is responsible for removing their rubbish after the service. Other rubbish must be placed within designated area as part of the pack down. The caterer is responsible for service clean up during your event (see "consumption" above). Removal of rubbish from the designated area is the responsibility of Barn Events. If you are unable to adhere to these times you may incur extra charges or may have to change certain aspects of your function to ensure that set up and pack down times are complied with.

ACCESS

Access to and use of any area within Barn Events property is at the unfettered discretion of Barn Events. You must ensure that all persons comply with any directions of Barn Events, its staff, management, contractors, and agents. You, your guests, invitees, contractors or other persons attending the function may only access those areas of Barn Events authorised by Barn Events, its staff, management, contractors, and agents. Barn Events may remove from the premises any person(s) failing to comply with the above access provisions and all costs associated with that removal will be borne by you.

GIFTS & PERSONAL PROPERTY

Barn Events takes no responsibility for damage or loss of gifts or any other property. You are solely responsible for all theft, loss or damage to any property, equipment, merchandise, gifts and personal items brought into Barn Events property by you, your attendees or any other persons attending your function. Barn Events recommends that you arrange your own insurance in respect to such items. In any event, all such items must be collected at the conclusion of your function.

PRIVACY AND CONFIDENTIALITY

Barn Events may collect and use the information provided by you for the purpose of your function and related uses (including marketing and enforcement). This information may include your personal or private information. You authorise and permit Barn Events to disclose your information including your personal or private information to any contractor, staff or agent of Barn Events for the purposes of your function and related uses. Other than for purposes related to your function, marketing, as otherwise permitted by these Terms and Conditions, or where Barn Events is required by law to provide your personal information, Barn Events will not disclose or sell your personal information without your consent. You must ensure that all of your guests or attendees at your function are made aware of this policy including the possibility of Barn Events collecting and using your guests' information in accordance with these Terms and Conditions and you present to Barn Events that you are authorised by your guests to act as their agent for the purposes of disclosing their information in accordance with these Terms and Conditions.

ONSITE MANAGER

You must have a professional Onsite Manager when required during your event that is approved by Barn Events. All costs in relation to the Onsite Manager will be borne by "You" in addition to the venue hire fee payable to Barn Events.

CHILDREN

Children under 5 years of age can attend your function, provided that such children are accompanied by a parent or guardian and their attendance is confirmed with Barn Events at least 14 days prior to the commencement of your function. It is your responsibility to ensure that children under the age of 18, attending your function remain adequately supervised.

PARKING*

Parking is available for guests within the paddock of Barn Events and vehicles may be left overnight with pick up no later than 10am the day after your event. It is your responsibility to ensure that you and your guests park only in the designated areas and not to interfere with any entrances, exits or access points. Parking in the paddock is entirely at your risk and Barn Events, its staff, agents and contractors will not be liable for any damage caused to any vehicle however caused. Barn Events may move or remove from the Barn Events property any vehicle which Barn Events at its absolute and unfettered discretion determines is parked improperly, preventing access or otherwise causing a hazard or impedance. You are responsible for any costs or fees incurred by Barn Events in respect of damage, moving or removing including without limitation any towing or vehicle recovery fees.

AMENITIES

Barn Events offers you and your guests three bathrooms including one bathroom with disability access. A separate powder room is offered for use by the bridal party for the duration of the event.

NO LIABILITY

Barn Events, and its employees, servants, agents or contractors, will not be liable to you or any of your guests for any loss or damage (howsoever caused) in respect of or in any way related to your use of Barn Events property or the function. Barn Events accepts no responsibility for cancellations by Barn Events as the result of a failure by you to observe these terms and conditions of this agreement or the removal or any persons from your function or Barn Events property.

INDEMNITY

You are liable for any damage sustained to Barn Events, its employees, servants, agents or contractors, its premises, the contents of its premises and property owned or in the care of Barn Events you, your guests, invitees or other persons attending the function, whether in the area reserved or any area at the Barn Events premises. Barn Events accepts no responsibility, and is not responsible or liable to you, your guests or any other party, and you indemnify Barn Events against, any loss or damage caused directly or indirectly by the conduct of you, your guests, invitees or other persons attending the function, including any failure by you or your guests to observe any legislative regulatory, license or authorisation.

SMOKING

Smoking is not permitted in any indoor facility on Barn Events property and Barn Events may remove any person breaching this condition from Barn Events property. Smoking is restricted to designated smoking area.

LAWS AND REGULATION

At no time will you commit any act or permit your employees, agents, guests or invitees to commit any act that is illegal, noisome, or offensive or is in breach of Barn Events policies and procedures, any statutes, by law, orders, or regulations, or other provisions having the force of the law including but not limited to Barn Events Fire Regulations.

CONDUCT

In consideration of Barn Events holding your function, you agree that you must:

(a) Comply with, and ensure that all of your guests, invitees, employees, contractors, subcontractors, agents and all other persons attending your function comply with these terms and conditions and the landlord's regulations;

(b) Access and use Barn Events property in a safe and proper manner and ensure that your employees, contractors, subcontractors, agents and all other persons attending your function do the same;

(c) Ensure that each of your contractors, subcontractors and agents hold a current public liability insurance policy;

(d) Ensure that each of your guests, invitees, employees, contractors, subcontractors, agents and all other persons attending your function (including band members and photographers) promptly complies with any direction by Barn Events, its staff, contractors and agents; and

(e) Ensure that none of your guests, invitees, employees, contractors, subcontractors, agents and all other persons attending your function undertake or permit any conduct or behaviour which would or might cause harm to Barn Events, its staff, contractors or agents. Barn Events may, at its absolute and unfettered discretion, suspend, terminate or control the function in any way if it believes that it is necessary to protect the function venue or Barn Events property from damage or to protect any persons from injury, risk or harm including where a person has breached these terms and conditions. Where a function is terminated by Barn Events, Barn events will not be required to refund any amount paid by you in respect of the function and you will remain liable for all fees to Barn Events in accordance with the quotation provided by Barn Events in respect of the function in addition to damages or loss suffered by Barn Events.

ENTIRE AGREEMENT

These terms and conditions constitute the whole agreement between you and Barn Events and no other terms and conditions, prior comments, representations or information provided by Barn Events to you prior to entering into this agreement will form part of this agreement.

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FORCE MAJEURE

Barn Events performance under these Terms and Conditions is subject to acts of god, war, government regulations or actions, terrorism, disaster, civil disorder, strike or other industrial dispute, curtailment of transport and any other emergency conditions which are beyond Barn events reasonable control and which would render the performance of and this agreement by Barn Events impossible or illegal ("Force Majeure event"). Where Barn Events performance is impacted by Force Majeure Event, Barn Events may terminate this agreement by notice to you.

GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by the laws of Victoria and the parties submit to the jurisdiction of the courts in Victoria.

ACCEPTANCE

By making payment of the initial deposit under these terms and conditions, you are deemed to have accepted the terms and conditions, regardless of whether a signed copy had been returned to Barn Events.

GENERAL

Where more than one person makes the booking, and enters into an agreement with Barn Events, each person shall be jointly and severally liable for all obligations under this agreement. In the interpretation of this agreement, no provision of the agreement will be construed adversely to a party solely on the ground they the party was responsible for the preparation of this agreement or any part of it.

COVID-19

All weddings are to comply with COVID-19 safety requirements in force by the Victorian State Government at the time of your event. Refer to cancellations and transferring of booking above should you decide to cancel or reschedule your event.

WINTER WARMER PACKAGE VARIATION TO ABOVE T&CS

***FUNCTION DURATION**

The venue hire is for exclusive use of the property for 4 hours with latest finishing time 9:00pm. Guests are welcome to arrive earliest 30 minutes prior and will be led to your designated ceremony area.

***PRICES & METHOD OF PAYMENT**

Bookings require a 30% deposit of the total package price to Barn Events with the balance payable to Events By Aimie two weeks prior to your event date.

***FINAL GUEST NUMBERS**

Minimum of 50 guests and a Maximum of 70 guests.

***CONTRACTORS**

No changes to vendors within winter warmer wedding package.

***CONSUMPTION**

No option of BYO. Additional beverages at bar prices. Package includes all crockery, cutlery, glassware and ice. Additional guest catering is available.

***SET UP & PACK DOWN**

Set up and packdown is from 1 hour before your event start time and 1 hour after your event finishing time.

***PARKING**

Parking is available for up to 25 vehicles. Vehicles cannot be left overnight.

OTHER

Winter Warmer Wedding package is available Tuesday – Thursday throughout June to September 2022 and is subject to the availability of all vendors. Individual vendor terms & conditions apply noting all vendors have the same cancellation policy.

DATE ____ / ____ / ____

Signature ("You") Print name ("You")

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