

CREDIT CARD

We require a credit card as security for your booking. These details are for security purposes only for bond, damages and monthly payments when the direct debit amount is not received.

By providing your card details below, you warrant that you are the authorised cardholder or have the permission and authority of the authorised card holder and agree that this credit card will be used as additional security for your obligations as hirer of our Venue and acknowledge and agree that this credit card may be charged by The Lodge Jamberoo without notice, in accordance with the enclosed Terms and Conditions.

Card number: _____

Expiry date: _____

CCV security: _____

Card type: _____

Cardholder name: _____

A credit card surcharge of 1.9-2.6% depending on your card, applies to all credit card payments (This percent may change if it is increased by the bank. We do not charge you anymore than the exact percentage that we are charged.)

Signature of cardholder: _____ Date: _____

DEPOSIT TO BE MADE TO:

BANK DETAILS:

ACCOUNT NAME: **THE LODGE JAMBEROO**

BSB: **062 198**

ACCOUNT: **1097 8082**

Your booking is not confirmed until you receive written confirmation from our team. Dates cannot be held and your booking cannot be confirmed until this form is completed and sent back to us and confirmed as being received and correct and the deposit paid within 2 days of issue to our account

SIGNATURE OF CUSTOMER

By executing this document, you acknowledge that you have read, understood and agree to this Agreement.

PLEASE ALSO SIGN AND DATE THE BOTTOM OF EVERY PAGE OF THE CONTRACT

Partner One signature: _____

Print Name: _____

Date: _____

Partner Two signature: _____

Print Name: _____

Date: _____

PARTNER ONE: _____ **PARTNER TWO:** _____ **DATE SIGNED :** _____

Terms and Conditions

General

1. Definitions:

- a. **Agreement** means these terms and conditions and the Form.
- b. **Bond** means the bond of \$3,000 payable to The Lodge Jamberoo by you as security for your compliance with this Agreement.
- c. **Customer/You** means you, the customer named in the Form.
- d. **Deposit** means the initial deposit of \$2,000 towards your booking Fee.
- e. **Event** means the Customer's event to be held at the Venue as described in the Form.
- f. **Fees** means the fees payable to us for your Event and use of the Venue as set out in this Agreement.
- g. **Force Majeure Event** means an act of God, fire, lightning, earthquake, explosions, flood, power shortage or outage, subsidence, insurrection or civil disorder or military operations or act of terrorism, acts of government, pandemic, expropriation, strikes, lock-outs or other industrial disputes of any kind not relating solely to The Lodge, any order of any regulatory authority (including in respect of any risk of bush fire) and any other event which is not within the reasonable control of The Lodge Jamberoo.
- h. **Form** means the Booking Form which is part of this Agreement.
- i. **Hire Period** means the period from 3pm on the Arrival date to 10am on the Departure date as specified on the Form (or any other extended times in which you arrive earlier or depart later).
- j. **Pool** means the fenced pool area in the Venue.
- k. **Pergola** means the pergola area beside the Pool in the Venue.
- l. **Security Credit Card** means the Customer's credit card used as security for the booking, the details of which are provided on the Form. **The Lodge Jamberoo/Us/We** means The Lodge Jamberoo Management Trust (A.B.N. 91120605847).
- m. **Jamberoo/Us/We** means The Lodge Jamberoo Management Trust (A.B.N. 91120605847).
- n. **Venue** means 406 Jamberoo Mountain Road, Jamberoo NSW
- o. **Function Hall** means the wedding and event building on the Venue including chairs, tables and decorations subject to availability.

2. General

- a. The Venue is available for hire subject to the terms of this Agreement.
- b. The Lodge Jamberoo reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Customer.
- c. The Lodge Jamberoo must be fully informed of the full purpose for which the Venue is to be used at the time any booking is made.

3. Reservations

Except at the discretion of The Lodge Jamberoo, reservations and tentative bookings do not constitute any commitment by us to host your Event at our Venue.

4. Confirmed Bookings / Deposit

- a. For your reservation to be a confirmed booking, the Form must be signed and returned within two (2) days of making your reservation together with the Deposit. The Deposit may be paid by cash, credit card or EFT. The Deposit is non-refundable.
- b. Provision of the signed Form and Deposit to us confirms acceptance of this Agreement by the Customer.
- c. The Lodge Jamberoo may disregard any booking that is not confirmed within the terms of this Agreement and reserves the right to re-let unconfirmed bookings.
- d. Where you fail to sign and return the Form and The Lodge Jamberoo allows your booking to proceed you will be deemed to have accepted and be bound by these Terms and Conditions.

5. Cancellation of a Booking

- a. If the Customer cancels a booking after it has been confirmed, written notification is required and all Fees, including the Deposit paid to The Lodge Jamberoo at the time of cancellation are forfeited.
- b. In the event the Customer cancels the booking any time prior to the Hire Period or during the Hire Period, the Customer will be liable to pay all Fees associated with the Event and The Lodge Jamberoo is authorised to deduct such remaining Fees from the Bond and/or Customer's Security Credit Card.

6. Changes to Booking

Except at the discretion of The Lodge Jamberoo, a Customer wishing to transfer a confirmed booking to an alternate date or select different add-ons remains liable for all Fees paid and all Fees due.

The Lodge Jamberoo will use reasonable endeavors to accommodate any changes to a Booking that are requested at least 12 months prior to your Event however where you request a date change and The Lodge Jamberoo is unable to secure an alternate booking or a booking of equal value for that Hire Period then you shall be liable for the full Fees or shortfall in Fees (in the event a lower value booking is secured). Inclusions:

- a. You will be granted use of the accommodation (subject to clause 7.b) including all inclusions set out in Schedule 1 during the Hire Period and on the terms of this Agreement.
- b. You shall be granted the right to use the Function Hall for the hours and day of your wedding reception event only

7. Events

- a. To ensure the success of your Event, you will be required to provide detailed information about your Event (i.e. running order and timings) to The Lodge Jamberoo including a run sheet with all supplier/vendor:
 - i. Names (company and contact);
 - ii. Contact numbers; and
 - iii. Public Liability insurance policy numbers.
- b. The following points must be announced to all guests at the Event by your master of ceremony or other nominated person:
 - i. Exit points and bushfire evacuation route;
 - ii. No amplified sound equipment after 11:30pm on Friday and Saturday, 11pm on weekdays and 10pm on Sundays;
 - iii. The shuttle bus schedule if you are providing one;
 - iv. The location of the collection point for shuttle buses, taxis and other vehicles;
 - v. That the last bus will leave at 11:45pm.
 - vi. That public spaces will be closed and locked at 10pm.
 - vii. That guests must not gather at the entrance to the Venue;
 - viii. That guests must show courtesy to neighbours and keep noise to a minimum when leaving the Venue;
 - ix. That guests must retire to their accommodation by 11:30pm and not congregate at communal spaces on the Venue.
- c. The Customer is responsible for ensuring the Event runs within the allowed timeframes and for ensuring guests occupy and vacate the Venue within the times scheduled.
- d. You must seek our written approval for any Event over 150 guests. This does not include service providers.

PARTNER ONE: _____ PARTNER TWO: _____ DATE SIGNED : _____

8. Use of Equipment

- a. All equipment supplied by The Lodge Jamberoo at the Venue remains the property of The Lodge Jamberoo.
- b. The Lodge Jamberoo gives no warranties or guarantees as to the state of repair or suitability of any equipment.
- c. The Customer must take all reasonable care with the equipment and must maintain the equipment in good condition during the Hire Period (fair wear and tear excepted).
- d. The Customer must return all equipment clean, dry and free from any marks, blemishes and wax to its original location and storage position in the Venue.
- e. The Customer is responsible for the cleaning, repair or replacement cost (as nominated by us) of any stained, dirty, damaged or lost equipment. If this is not done, the Lodge Jamberoo will charge for the cost to do so.

9. Payment of Fees

- a. You must pay the Deposit in accordance with clause 4.a.
- b. You must pay \$3,000 4 weeks after booking followed by a minimum of \$1,000 per month thereafter (with any further payments required to comply with clauses 10.c and 10.d).
- c. 60% of the Fees for your Event must be paid no later than 6 months prior to the Event by either cash, credit card or EFT.
- d. The remaining 40% of the Fees for your Event must be paid no later than 3 months prior to your Event by either cash, credit card or EFT.
- e. No later than 3 months prior to your event dates, you need to advise The Lodge of the food and beverage packages and inclusions you will be opting for. You need to pay 50% of your expected food and beverage cost (this can be based on approximate numbers at this stage). Final payment of food and beverage is payable 6 weeks prior to your event.
- f. In addition to the above payments you are required to pay a \$3,000 security bond at least 7 days prior to your Event.
- g. Payments made by credit card will incur a 2.6% surcharge or the current charges as applied by the card companies at the time of payment.
- h. A copy of the remittance must be emailed to social@thelodgejamberoo.com.au after each payment made.
- i. Use the booking name as reference in all payments made.
- j. Failure to remit the specified amount of fees may result in the booking being cancelled.

10. Damage and Your Security Credit Card

- a. The Customer is liable for any loss, damage or injury suffered by The Lodge Jamberoo, its employees, contractors and/or agents and any loss or damage caused to the Venue, our equipment, furniture, fixtures, fittings, systems, decorations or other property to the extent that such loss, damage or injury is caused or contributed to by the Customer and/or any of its employees, contractors or guests in connection with the Event.
- b. The Customer indemnifies The Lodge Jamberoo, its employees, contractors and/or agents in respect of any liability, loss, claim or proceeding arising under any statute or at common law in respect of injury, loss or damage to property, real or personal, including cash, or in respect of personal injury to, or death of, any person arising out of or in connection with the Event where the injury, loss or damage arises out of or in connection with the Event and is caused by any act or omission, or any breach of this Agreement by the Customer, its employees, contractors or guests.
- c. Should damage result in the Venue not being able to be let for a period after your stay, you will be responsible for paying the lost revenue while it is un-rentable.
- d. Without limiting any other provision of this Agreement, the Customer acknowledges and agrees that The Lodge Jamberoo may apply part or all of the Bond and/or charge the Security Credit Card for such amount as is required to cover any loss, damage, costs, claims, expenses and liabilities incurred as a result of any action, inaction or any breach of this Agreement on the part of the Customer, its employees, contractors or guests.
- e. The authority granted by you to The Lodge Jamberoo in clause 11.d is not limited by the amount of the Bond but is a full and unlimited indemnity.
- f. The Bond will be refunded to you (less any deductions made in accordance with this Agreement) within 21 days of the event.

For the avoidance of doubt, the Customer is liable for the actions of each of its invitees.

11. Set ups/Contractors

- a. Any service providers you invite onto the Venue must provide valid certificates of currency for public liability insurance before they will be granted access to the Venue. You are responsible for ensuring these are provided to The Lodge Jamberoo 14 days prior to the Event.
- b. Decorations must not be nailed, screwed, blue tacked or adhered in any way to any surface. All decorations must be approved by us prior to the Event.
- c. You are welcome to use existing hooks on our walls or ceiling as advised by us. We accept no liability whatsoever should you or your employees, contractors or invitees hang items.
- d. All external contractors and hire equipment must be advised to The Lodge Jamberoo no later than 14 days prior to your Event and are subject to approval by us. We can apply time limits or restrictions on the arrival and conduct of contractors.
- e. All equipment brought onto the Venue must be electrically tagged and tested according to the requirements under the WHS laws. The Customer will be asked to remove any equipment that is not tagged and tested.

12. Deliveries, Storage & Removal

- a. No deliveries may be made to the Venue outside of the Hire Period unless arranged prior with The Lodge Jamberoo.
- b. The Lodge Jamberoo will not accept any responsibility for damage or loss of goods left at the Venue prior to, during, or after the Hire Period.
- c. All goods must be removed at the conclusion of your Hire Period, any goods left without prior arrangement will be deemed abandoned.

13. Performing Rights Association License

The Customer or its contractors must arrange a current Australasian Performing Rights Association License (APRA) license if an Event includes the public performance of either live or recorded music.

14. Vehicles and Parking

- a. A maximum of 60 car parking spots are provided to you.
- b. You and your invitees (including service providers) must only drive vehicles on the roads and paths provided.
- c. The Lodge Jamberoo reserves the right to charge you \$50 for each incident in breach of this clause.

15. Accommodation

- a. Guests may only stay in the accommodation provided by The Lodge Jamberoo in accordance with the max occupancy for each room.
- b. A maximum of 124 persons may stay overnight at the Venue and only as per occupancy in each room category. You will be charged \$150 per person per night for each person found staying overnight (including within the accommodation, in tents and in cars) at the Venue in excess of 124 persons.
- c. Any persons not staying at the Venue within the allowable limits must leave the Venue by 11.45pm each night. The Lodge Jamberoo may charge a fine of \$100 per guest per hour that remains past 11.45pm, this will be charged to you.

PARTNER ONE: _____ PARTNER TWO: _____ DATE SIGNED : _____

29. **Departure and Cleaning**
- The premises and grounds are to be left in a clean and tidy condition. The property must be left secure with all doors and windows locked.
 - No furniture, plants, objects or otherwise are to re-arranged or moved from their positions on the Venue. A fee of \$1,000 shall apply if any items have been moved from their original positions.
 - Where any other extra cleaning is required it will be charged and calculated on the number of hours required over and above the normal cleans, at a rate of \$45 plus GST per hour.
30. **Directions and induction**
- We have the right to require the Customer, any guest or invitee or person engaged by the Customer to carry out reasonable directions and inductions in relation to the use of the Venue.
 - In the event of an emergency, the Customer and guests will follow the directions of Venue staff to evacuate the Venue if instructed to do so.
31. **Observance of Laws**
The Customer and its guests shall in all respects observe and comply with the provisions of all relevant State or Federal legislation, in particular liquor licensing laws.
32. **Conduct of Event**
- The Customer shall conduct and manage the Event in a proper, orderly and lawful manner and shall not permit any act, matter or thing which may injure the reputation of The Lodge Jamberoo or the Venue.
 - We reserve the right to halt or cease an Event if an incident occurs or it is deemed unsafe to continue. The Venue reserve the right to remove a person/s without liability if behaviour is not considered appropriate.
33. **Smoking**
In the interest of public health, and in line with Government Regulations, the Venue is a smoke free Venue however a permitted smoking area can be set up if requested by a Customer prior to the Event. We reserve the right to charge a \$500 fee for any smoking on the Venue outside of any permitted smoking area.
34. **Prohibitions**
- Confetti (with the exception of organic flower petals), confetti substitute or glitter are not permitted in any area of the Venue. A cleaning fee will apply if these are used.
 - The use of special effects, including hazers, smoke and dry ice machines require writing approval from us prior to your Event.
 - No flammable liquids or other dangerous substances shall be brought into the Venue.
 - No live ammunition, gun powder or fireworks used for special effects shall be brought into the Venue.
 - No items or decorations shall be placed on any stairway or hand-rail or in front of any exit or fire escape.
35. **Liability**
- To the extent permitted by law, we do not accept liability for any latent defects in the Venue and we will not be liable to you for any liabilities, loss, damage or injury arising from or connected to the use by the Customer, its employees, contractors or guests of the Venue. Use of the Venue is at the Customer's own risk.
 - To the extent permitted by law, our liability in connection with this Agreement and the Venue is limited to the Fee.
 - Should you discover a breakage or default that is not caused by you or your invitees please advise The Lodge Jamberoo manager immediately to enable us to consider who is liable. If you fail to do so you will be held liable.
 - In addition to any other releases, exclusions and warranties in this Agreement, to the full extent permitted by law, you (including your heirs, successors, executors, administrators, agents and assigns) agree to waive, release and indemnify The Lodge Jamberoo in respect of any losses, damages, claims, injuries, liabilities, costs, charges or expenses whatsoever in connection, directly or indirectly, with this Agreement and your use of the Venue, including without limitation those arising under statute, tort, contract, common law or equity (including for The Lodge Jamberoo negligence).
36. **Insurance**
The Customer must ensure that any property, scenery, decorations, equipment and the like that is brought into the Venue for the purposes of the Event have been insured by either the Customer or the supplier.
37. **Force Majeure**
If The Lodge Jamberoo is rendered unable wholly or in part by a Force Majeure Event to carry out its obligations then this shall not affect the operation of the terms and conditions of this Agreement, and the risk of frustration is to be borne by the Customer.
38. **Severability of Terms and Governing Law**
If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in force. The terms of this Agreement are governed by the laws of New South Wales and the Courts of New South Wales shall have exclusive jurisdiction to entertain any action in respect of the Agreement.

PARTNER ONE: _____ PARTNER TWO: _____ DATE SIGNED : _____

THE LODGE JAMBEROO STAFF ONLY:

DATE CONTRACT RECEIVED: _____

RECEIVED BY: _____

RATE CHECKED AND APPROVED BY: _____

DATES AVAILABLE AND APPROVED: _____

DATE DEPOSIT RECEIVED: _____

ENTERED INTO LH: _____

CONFIRMATION SENT: _____