THE LODGE WEDDING 2028 BOOKING FORM

Partner One:

Name: _____

Gender: _____

Date: _____

Address: _____

Mobile: _____

Email: _____

Partner Two:

Name: _____

Gender: _____

Date: _____

Address: _____

Mobile: _____

Email: _____

Event Dates & Details:

Check-in: _____

Check-out: _____

Expected number of guests: _____

DATES:

RATES:

Peak: October- April

2 Night Weekend	$58,000
2 Night Midweek	$39,000

Shoulder: May & September

2 Night Weekend	$47,000
2 Night Midweek	$30,000

Winter: June-August

2 Night Weekend	$36,000
2 Night Midweek	$25,000

Add Ons:

Third Breakfast	$3500*
Photobooth 2 hours	$1200
Gelato Bike 2 hours	$1500
Fairy Floss 2 hours	$800
Third Night:	$10,000

TOTAL: _____

PAYMENTS TO BE MADE TO: **THE LODGE JAMBEROO** BSB: **062 198** ACCOUNT: **1097 8082**

PARTNER 1 SIGN: _____ PARTNER 2 SIGN: _____ DATE _____

1. **DEFINITIONS**
    a. **Agreement** means these terms and conditions and the Form.
    b. **Bond** means the bond of $3,000 payable to The Lodge 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, pandemic, flood, power shortage or outage, subsidence, insurrection or civil disorder or military operations or act of terrorism, 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, border and road closures) and any other event which is not within the reasonable control of The Lodge.
    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. **Security Credit Card** means the Customer's credit card used as security for the booking.
    k. **The Lodge/Us/We** means The Lodge Management Trust (ABN 91120605847)
    l. **Venue** The Lodge, 406 Jamberoo Mountain Rd, Jamberoo NSW 2533

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

3. **RESERVATIONS**
    a. Except at the discretion of The Lodge, reservations and tentative bookings do not constitute any commitment by us to host your Event at our Venue, they are only confirmed once clause 4 has been satisfied.

4. **CONFIRMED BOOKINGS/DEPOSIT**
    a. For your reservation to be a confirmed booking, the Form must be signed and returned together with the$2,000 Deposit and confirmation sent to bookings@thelodgejamberoo.com.au to you in writing confirming your event. The Deposit may be paid by EFT. The Deposit is non-refundable unless we cancel your booking due to a Force Majeure Event.
    b. Provision of the signed Form and Deposit to us confirms acceptance of this Agreement by the Customer.
    c. The Lodge may disregard any booking that is not confirmed within the terms of this Agreement and reserves the right to relet unconfirmed bookings. The Lodge will notify you in such an instance.
    d. Where you fail to sign and return the Form and The Lodge allows your booking to proceed you will be deemed to have accepted and be bound by these Terms and Conditions and The Lodge will send you confirmation of your booking, in writing.

5. **CANCELLATION**
    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 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 is authorised to deduct such remaining Fees from the Bond and/or Customer's Security Credit Card. Where The Lodge is able to rebook the dates for the same fee or more, The Lodge will refund all fees paid minus the $5000 deposit (the first 2 payments).

6. **CHANGES TO BOOKING**
    a. Except at the discretion of The Lodge and with written notice to the Customer, 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.
    b. The Lodge 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 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).
    c. You will be granted use of the accommodation (subject to clause 7.b) during the Hire Period and on the terms of this Agreement. 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 are required to provide detailed information about your Event to The Lodge 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. The shuttle bus schedule if you are providing one;
   iii. That the last bus will leave at 11:45pm.
   iv. The location of the collection point for shuttle buses, taxis and other vehicles;

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.

8. USE OF EQUIPMENT

a. All equipment supplied by The Lodge at the Venue remains the property of The Lodge.
b. To the maximum extent permitted by law, The Lodge gives no warranties or guarantees as to the state of repair or suitability of any equipment for any particular purpose.
c. The Customer must take all reasonable care with equipment and must maintain 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 will charge for the cost to clean, repair or replace the relevant equipment, on a pass-through basis if third parties are used, or using its standard rates for equivalent work if it does the work itself.

9. PAYMENT OF FEES

a. You must pay the Deposit in accordance with clause 4.a.
b. Upon a confirmed booking as detailed in clause 4a., you will receive a booking reference code from The Lodge that you must use when direct depositing your Event payments. Failure to do so will result in the payment not being allocated to your Event booking.
c. You must pay $3,000, four 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).
d. 60% of the Fees for your Event must be paid no later than 6 months prior to the Event by EFT.
e. The remaining 40% of the Fees for your Event must be paid no later than 3 months prior to your Event by EFT.
f. No later than 3 months prior to your event, you must 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) 3 months prior to your event.
g. Final payment of food and beverage is payable 8 weeks prior to your event.
h. You are required to pay a $3,000 security bond 7 days prior to your Event.
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, provided The Lodge has given notice of non-payment at least [5 days] prior to cancellation and you have not paid the outstanding amount in that [5 days].

10. DAMAGE AND YOUR SECURITY CREDIT CARD

a. Subject to (e), the Customer is liable for any loss, damage or injury suffered by The Lodge, 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. Subject to (e), the Customer indemnifies The Lodge, 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. Subject to (e), but without limiting any other provision of this Agreement, the Customer acknowledges and agrees that The Lodge 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 Lodge will provide a written account of all damages and costs to the Customer before charging payment. Charges will not be applied to the extent that such loss is incurred by the negligence or willful misconduct of The Lodge or its representatives or where the Customer rectifies the loss (e.g. recovers a missing access card).
f. The authority granted by you to The Lodge in clause 11.d is not limited by the amount of the Bond but is a full and unlimited indemnity.
g. The Bond will be refunded to you (less any deductions made in accordance with this Agreement) within 21 days of the event.
h. 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 6 weeks 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 The Lodge prior to the Event.
c. You are welcome to use existing hooks on our walls or ceiling as advised by The Lodge. The Lodge 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 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 AND REMOVAL

a. No deliveries may be made to the Venue outside of the Hire Period unless arranged prior with The Lodge.
b. The Lodge 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

a. 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 reserves the right to charge you $100 for each incident in breach of this clause.

15. ACCOMMODATION

a. Guests may only stay in the accommodation provided by The Lodge in accordance with the max occupancy for each room.
b. A maximum of 106 persons may stay overnight at the Venue and only as per occupancy in each room category. You will be charged $200 per person per night for each person found staying overnight (including within the accommodation, in tents, caravans and in cars) at the Venue in excess of 106 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 an additional fee of$150 per guest, per hour that remains past 11.45pm, this will be charged to you. The Lodge Jamberoo will give you a 30-minute notice grace period to rectify this matter before charges start.

16. FUNCTION HALL

a. Where you hire the Function Hall you may use it for the day of your Event. Tables, chairs and styling items from our in-house collection will be provided for your event.

17. MUSIC AND SOUND

a. Strict noise restrictions apply therefore compliance with this clause 17 is a fundamental term of this Agreement.
b. The Lodge Jamberoo will set sound and music to an approved noise level. This level must not be changed by you. We may change the sound level at any time in our sole discretion.
c. Drums and subwoofers are strictly prohibited from the Venue. Drums may be approved in writing for cultural purposes only.
d. All musicians must be set up inside the Function Hall, except for acoustic musicians and ceremony music, which is permissible at the Tree Cathedral and other outdoor areas.
e. Where music or noise can be heard beyond the boundary of the Venue, we reserve the right to turn down the speakers and music and direct guests to lower volumes.
f. All amplified music equipment must be stopped and turned off by 11:00pm Monday -Thursday, 11:30pm Friday- Saturdays, 10pm on Sundays without exception.

18. OTHER ONSITE OPERATIONS

a. During your hire period, there will be other normal operations going on as usual, including but not limited to maintenance, cleaning, working operations, restaurant patrons, day spa patrons, property tours and inspections etc.
b. These guests and activities will not access your accommodation during your hire period, the Tree Cathedral during your ceremony, the Groom's Room during use, the River Room during use, the function hall during your reception, and any other booked spaces as confirmed by our team.

19. THE POOL

a. You must not hold any events or parties in the Pool (subject to clause 19.b) without the prior written consent of The Lodge Jamberoo.
b. The pool is closed from 10:00pm to 7:00am each day, and the Pool area must not be used during this time.
c. There is to be no glassware in the pool area.
d. Children under 12 years of age and any persons who cannot swim must be supervised at all time.

20. THE TREE CATHEDRAL

a. The cathedral is available for use for wedding ceremonies, yoga classes or any other purpose consented to by The Lodge Jamberoo in writing. Dried or fresh flower petals may be used, no biodegradable or standard confetti are permitted

21. INSPECTIONS

a. The Lodge may conduct property inspections, wedding inspections and client tours during the Hire Period. This will be done with absolute minimum impact to you, and we will not inspect the Tree Cathedral during the ceremony, the Function Hall during the reception or the inside of the accommodation while in use by your guests – you will be given privacy and priority.

22. FUTURE CONSTRUCTION

a. The Venue is a work in progress and continues to be upgraded and renovated. We cannot guarantee exact timelines, inclusions or exclusions of these renos.
b. We take every care to minimise the look of incomplete construction and ensure the property is tidy for your Event and Hire Period.
c. We are carefully undergoing renovations to the hotel rooms and the room layout is likely to change and be a mixture of king rooms (1 king bed) and twin rooms (2 double beds). The number of people will sleep will stay the same as your contract, we won't reduce total numbers.

23. CHILDREN

a. The Venue is located on riverfront and in a rainforest and includes a number of hazards. Any children under the age of 12 must be supervised at all times.

24. SECURITY

a. You are responsible for the security of the Venue, including all items within the Venue during the Hire Period. In the event of any equipment being stolen from the venue, the hirer shall notify The Lodge in writing stating the full circumstances of the theft and the time the police were notified.

25. HIRE PERIOD

a. The time of arrival and departure in the Hire Period is strictly enforced as we often have back-to-back bookings. An hourly fee of $800 may be charged at our discretion for any late departures after 10am on the Departure date unless otherwise agreed in writing with us - this applies to accommodation. The hire period for the function hall, river room, chapel or other event spaces is for the time/day of the event only, and not the entire accommodation booking period. All styling/personal items are to be cleared

from the event spaces (Ceremony area, River Room, Grooms Room and Function Hall) by 7am on the day of departure. A $800 per hour penalty will apply for the late removal of items.

26. ANIMALS

a. Dogs are only permitted on the Venue with our prior written consent and in particular rooms. Where we allow dogs to be on the Venue a fee of $150 shall apply to cover any flea/cleaning treatment that may be required. No other pets are permitted.

27. DESCRIPTION

a. The description and images of the Venue are provided on our website in good faith but without any warranty. The Venue is susceptible to change over time as items or structures may be added, removed or replaced. The Lodge will use reasonable endeavours to maintain consistency with the description, however you acknowledge and agree that you make this booking knowing the Venue may vary from time to time.

28. DEPARTURE AND CLEANING

a. 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.
b. 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 for an unrectified default upon 30 minutes notice to the Bride or Groom.
c. 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 $250 plus GST per hour.

29. DIRECTIONS AND INDUCTION

a. The Lodge has 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.
b. 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.

30. OBSERVANCE OF LAWS

a. 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.

31. CONDUCT OF EVENTS

a. 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 or the Venue.
b. 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.

32. SMOKING

a. In the interest of public health, and in line with Government Regulations, the Venue is a smoke free Venue other than the permitted smoking areas.

33. PROHIBITIONS

a. Confetti (with the exception of organic or dried flower petals), confetti substitute or glitter are not permitted in any area of the Venue. A cleaning fee will apply if these are used.
b. The use of special ejects, including lasers, smoke and dry ice machines, require writing approval from The Lodge prior to your Event.
c. No flammable liquids or other dangerous substances shall be brought into the Venue.
d. No live ammunition, gun powder or fireworks used for special ejects shall be brought into the Venue.
e. No items or decorations shall be placed on any stairway or hand-rail or in front of any exit or fire escape.

34. LIABILITY

a. To the extent permitted by law, The Lodge does 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, except to the extent that such loss or damage occurs as a result of the willful misconduct or negligent act of The Lodge.

b. To the extent permitted by law, our liability in connection with this Agreement and the Venue is limited to the Fee.
c. Should you discover a breakage or default that is not caused by you or your invitees, please advise The Lodge manager immediately to enable us to identify who is liable. If you fail to do so you will be held liable.
d. 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 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, except to the extent that such losses, damages, claims, injuries, liabilities, costs, charges or expenses occur as a result of the willful misconduct or negligent act or omission of The Lodge or its representatives.

35. INSURANCE

a. 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.

36. FORCE MAJEURE

a. If The Lodge 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.

37. FOOD AND BEVERAGE

a. There is no option for BYO throughout the entire stay on the property. The Venue has the right to confiscate any external food & beverage bought onto the property without prior approval from management.
b. Food and beverage packages are subject to change with seasonal produce prices, inflation and market conditions. Price increases are capped at 10% annually.
c. All final food and beverage forms, detailing selections and final numbers, must be sent to the venue no later than 8 weeks prior to the event date. We do not allow refunds to any changes in numbers. Any delays and the venue reserves the right to select your food and beverage options for you and may not be able to deliver your desired menu.
d. Venue staff may change the time and or location of catered events to ensure occupational health and safety for all as needed.

38. SEVERABILITY OF TERMS AND GOVERNING LAW

a. 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.

SCHEDULE 1 – INCLUSIONS

ACCOMMODATION

- Accommodation in all 39 of our hotel rooms, sleeping up to 106 people as per room max occupancy rates for 2 nights
- Linens, towels and cleaning for all rooms
- Bathroom products and toiletries

CEREMONY

Choice of ceremony locations such as the River Deck, Tree Cathedral, Fins Function Room or anywhere on the property including indoor options

- 86 white metal bentwood-style chairs for outdoor ceremony
- 12 timber pews for ceremony

COCKTAIL HOUR

- Choice of cocktail hour locations including Wedding Terrace, Champagne Garden, Wedding Lawn, Pool Deck, Fin's Bar, Restaurant Terrace or anywhere else that takes your fancy!
- Mobile bar that can be set up anywhere you like.

ACTIVITIES

- Bikes for guests to use, pool and pool toys, yoga class for all guests, tennis court and rackets, and yard games

SPA TREATMENTS

Five x 1 hour spa treatments

WELCOME GIFT AND NOTE

We will put a welcome gift in all guests' rooms with a note to your guests from you; something like "Welcome to our Wedding Weekend, we are so glad you are here, love x and x"

STAFF AND WEDDING COORDINATION

- Unlimited access to email and phone coordination for all venue matters from the moment you book
- Virtual wedding consultation to go through all the details, menu planning and more, held 8 weeks prior
- A dedicated coordinator from 2pm – 5pm to welcome you with sparkling on the day of your arrival, run through everything, and assist with your first day prep relating to the venue.
- A dedicated coordinator from 8am- 6pm on day of event for assisting with general venue operations.
- Food and Beverage staff onsite and coordinating throughout your entire event across all days.
- Staff on site 24/7 throughout your event.
- Dedicated wait staff to ensure the wedding party get platters of food and trays of drinks during photography
- Staff to assist arrival and ushering of guests on the day including parking and direction of vehicles
- All cleaning and rubbish removal – you don't do a thing!

BREAKFAST

We will put on gorgeously styled breakfast grazing buffet for all your inhouse guests including juices, breads, jams, spreads, pastries, croissants, fruit, meats, cheese, salmon, cream cheese, bacon and egg rolls, cereals and milks. This includes two breakfasts.

BREAKFAST PLATTERS

- Bridal party breakfast platter with mimosas served to the bridal salon on the morning of the wedding. Groom party breakfast platter with beer buckets served to the groom room on the morning of the wedding

***Special prices and promotions do not include breakfast, yoga, welcome gifts, or spa treatments. These can be added to the package for an extra fee. A minimum spend of $20,000 on food & beverage applies.**

Note: The Lodge Jamberoo operates a restaurant, bar and day spa, as well as the hotel and function venue. The restaurant and day spa can be booked and used by you and your guests and is also open to the general public and may be in use by members of the general public during your event. These spaces are in separate buildings to the wedding venue and hotel rooms. We are continually improving the Venue and new structures and facilities may become available in the future, these will not be automatically included in your booking.

PARTNER 1 SIGN: _____ PARTNER 2 SIGN: _____ DATE_____

FURNITURE

- Reception furniture: tables and chairs in wedding hall for up to 200 guests - clients to hire extra tables for events over 200 guests (we can suggest local suppliers).
    - 23 rectangle tables (2400mm long x 900mm wide)
    - 10 round tables (1.8m diameter)
    - 190 walnut Bentwood Chairs
    - All plateware for catering
    - Cutlery & glassware
    - Ice, fruit and a garnish for drinks
    - Printed bar menus
    - Table linen, napkins and printed menus

STYLING SUPPLIES

- Use of the styling supplies

TASTINGS

- A lunch tasting hosted in Lulus which includes a share style meal with a variety of foods from the menu and wine pairing so you can choose your favs for your big day.

FOOD AND DRINK PACKAGES - ADDITIONAL FEE

- Please see brochures for menus

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PARTNER 1 SIGN: _____ PARTNER 2 SIGN: _____ DATE_____