



# FAIRLAWN ESTATE

*Moments & Memories*

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FAIRLAWN ESTATE

## **WELCOME!**

*Set on the banks of the Vasse River, Fairlawn Estate was established circa 1840 by Georgiana and John Molloy. Georgiana was an avid, and world-renowned, amateur botanist. Today Fairlawn Estate is a family run farm, with the current gardens still boasting some of Georgiana's wonderful work. Whether it is for your one special day, or an event that demands elegance and old-world charm, Fairlawn Estate is the perfect place to share your memories with friends and loved ones.*

*Weddings, Private  
Dining, Functions &  
Corporate Events  
Schedule of Terms  
and Conditions*



# Confirmation, Booking Fee and Cancellation Schedule, Terms and Conditions

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## 1. Bookings

### Tentative bookings

- Tentative bookings are held for a period of two (2) weeks and will be cancelled unless arrangements have been made for an extension, or a *Booking Fee* paid for the event.

### Confirmation of Booking

- To confirm your booking, Fairlawn Estate requires that you forward a signed copy of this document together with a *Booking Fee* of 20%.
  - Cash, electronic funds transfer and cheque payments are accepted.

Details are as follows;

Electronic Fund Transfer Details

Account Name: ARW NOMINEES PTY LTD

Account BSB: 066 508

Account Number: 1041 9094

## 2. Cancellation or Rescheduled Date Policy

- If the Client cancels their booking within six (6) months of their scheduled function date, their *Booking Fee* will be forfeited.
- If the Client cancels their booking outside of the six (6) months, 75% of their *Booking Fee* will be refunded.
- A rescheduled date cannot be refunded. Rescheduled bookings must occur within twelve (12) months of the original booking.
- Should the Client cancel their booking within twenty eight (28) days of the booking date, 100% of the estimated cost of the function will be deemed payable by the Client.
- Any cancellation from the Client is required in writing.
- Fairlawn Estate reserves the right to cancel an event in the unlikely occurrence of an extreme, and or a severe weather warning is implemented which impacts Fairlawn Estate. In the situation Fairlawn Estate cancels an Event, due to weather events beyond their reasonable control, all monies will be refunded in full to the Client.
  - The Clients of Fairlawn Estate, and their guests, safety is of the utmost importance. Any decision made on this premise is based upon the safety of all parties involved in the booking

- Fairlawn Estate takes no responsibility for inclement weather. Should the Client wish to cancel their booking, due to weather issues not assessed as severe by Fairlawn Estate management, the Client forfeits all amounts paid or owing in accordance with these Cancellation terms.

### 3. Final Payment

- All prices are exclusive of GST.
- A Final Payment of ~~eight~~ five thousand dollars (~~\$8,000~~ \$5,000), minus the *Booking Fee*, is due twenty one (21) days prior to the booking, together with final numbers.
- Functions held on a public holiday will incur a 10% surcharge. Except Christmas Day, whereby a 200% surcharge will apply.
- Late Payments. Fairlawn Estate reserves the rights to cancel a booking, or charge interest for any payments not received within the timeframe outlined within these Terms and Conditions.
- Bond. A Damage Bond of two thousand dollars (\$2,000) is applicable to all functions held at Fairlawn Estate. No less than seven (7) days prior to the booking, Fairlawn Estate will request a signed credit card authorisation. Any damage to the property or equipment by guests at Fairlawn Estate will be the sole responsibility of the Client. All costs associated with the repairs, additional extraneous cleaning or noise charges will be charged to the Client.
- Payment Methods. As listed above

### 4. Event planners

- Fairlawn Estate does not provide Event Planning services.
- It is a requirement that all clients have an Event Planner for their booking.
- The client is to nominate an Event Planner for their booking. The client may wish to nominate themselves as the Event Planner.
  - The Event Planner must be nominated no later than five (5) months prior to the event/function.
  - The nominated Event Planner may change, at the client's request, at any time prior to the booking. Fairlawn Estate management must be informed, in writing, in this instance. Fairlawn Estate management accepts no liability pertaining to any issues arising from the change of the nominated Event Planner.
- The Event Planner will be main person Fairlawn Estate management will liaise with, should any issues pertaining to these terms and conditions arise.
- It is the Event Planners responsibility to ensure all the requirements within these Terms and Conditions are met.
- It is the Event Planners responsibility to communicate with all the suppliers and sub-hiring contractors pertaining to the booking. It is NOT Fairlawn Estate's responsibility to perform this task. This includes, but is not limited to, bump in and bump out situations.
- It is the Event Planners responsibility to ensure the clients booking runs smoothly.
- Fairlawn Estate accepts no liability for the failure of the Event Planner in their duty of performing any of their tasks pertaining to the clients booking.

- It is the Event Planners responsibility to arrange bump in of all vendors to Fairlawn Estate.
  - The event planner will inform Fairlawn Estate management, in writing, of the bump in times of all the vendors.
  - If Fairlawn Estate property/furniture is to be used for an event, the Event Planner will inform Fairlawn Estate management, in writing, when they are required to have the items
- It is the Event Planners responsibility to arrange for the set-up of the function space.
  - Fairlawn Estate staff will assist with any items that are the property of Fairlawn Estate.
- It is the Event Planners responsibility to ensure the function space is cleaned up of extraneous rubbish after an event. Fairlawn Estate will arrange for Bins to be supplied for the clean-up after an event.
- It is the Event Planners responsibility to arrange for the pack down and bump out of all items and vendors post the event.
  - Fairlawn Estate staff will be made available for property belonging to Fairlawn Estate.

## 5. Function, Accommodation, Start and Finish Times

- Our gift to every Bridal Couple is one night's free accommodation in Bishop Hales Cottage. The couple may choose to have this free night on either;
  - The night before their wedding reception, or
  - The night of their wedding reception.
- Additional nights' accommodation in Bishop Hales Cottage, is charged at the rate of four hundred dollars (\$400) per night
- Accommodation Check-in/Check-out times:
  - Check-in time for Fairlawn Estate is 12.00pm. Check-out time is 2.00pm. Early check-in, or late check-out may be available depending upon other bookings and is subject to confirmation from Fairlawn Estate management.
- Only guests that have checked into Fairlawn Estate may use the bathrooms/facilities within the Fairlawn Homestead and Bishop Hales Cottage.
  - Fairlawn Estate management reserve the right to charge the Client \$200 for each guest, not checked in, using the Fairlawn Homestead and Bishop Hales Cottage bathroom/facilities.
- The Event/Function must not be brought into the Fairlawn Homestead and Bishop Hales Cottage unless previously arranged with Fairlawn Estate management.
  - Fairlawn Estate management reserve the right to charge the Client \$200 for each guest, not checked in, using the Fairlawn Homestead and Bishop Hales Cottage bathroom/facilities.
- No more than 18 people can check into Fairlawn Estate at any one time
  - This includes the following maximums;
    - Fairlawn Homestead; 12 persons max
    - Bishop Hales Cottage; 6 persons max
- Bookings at the Fairlawn Estate on Fridays or Saturdays are to conclude by 12 midnight, or 11pm for Events held from Sunday through Thursday.
  - Fairlawn Estate reserves the right to charge a fee of one thousand dollars (\$1,000) per half hour should the booking not conclude by the times specified above.

- Noise Levels: Noise and music volume is to be maintained at a reasonable level as deemed by Fairlawn Estate management. Music must be reduced to talking level at 11:30pm for Friday and Saturday's, or 10:00pm for Events held Sunday through Thursday.
  - If the above noise criteria are not met, the bond shall be forfeited and charges applied. These noise regulations apply to Fairlawn Estate accommodation also. Any noise levelled deemed excessive by Fairlawn Estate management, will incur a charge of one thousand dollars (\$1,000) per half hour past the function close time. The clients will be notified they have breached their 2nd and final warning and security may be called (at client's expense).
- Entertainment: Although allowed, live music for bookings is subject to approval by Fairlawn Estate management. Should the group be approved all rules, regulations & specific conditions are required to be adhered or a one thousand (\$1,000) bond will be payable. Note, Sunday to Thursday bookings all live music must cease by 10:00pm. Friday & Saturday weddings all live music must cease by 11pm, background music until 12am (close of function).
- Venue clean-up: Fairlawn Estate must be left clear of rubbish and personal items by 2:00pm following the day of the Booking, unless otherwise agreed with Fairlawn Estate management.
- Access to the Fairlawn Estate, outside booking hours, must be pre-arranged and confirmed by Fairlawn Estate management.

## 6. Catering and Beverages

### Catering

- To date, Fairlawn Estate is not exclusive to any caterers. Whilst our preferred caterers are listed below, the client may choose a caterer of their choice. Fairlawn Estate are to be advised of the chosen caterer upon the client's selection.
  - Tiller Dining
    - A: 6/9 Griffin Drive,  
Dunsborough WA 6281
    - P: 0452 623 544
    - E: [eat@tillerdining.com](mailto:eat@tillerdining.com)
    - W: <https://www.tillerdining.com>
    - F: <https://www.facebook.com/tillerdining/>
  - Supper<sup>RD</sup> :
    - A: 4 Commerce Road,  
Vasse WA 6280
    - P: 08 9755 8484
    - E: [hello@supperroad.com.au](mailto:hello@supperroad.com.au)
    - W: <http://supperroad.com.au/>
  - Tapa-licious Events Catering
    - m: 0406 597 876
    - f: <https://www.facebook.com/Tapa-licious-Events-Catering-295718973779061/>
    - e: [tanyasusanne75@hotmail.com](mailto:tanyasusanne75@hotmail.com)
  - Simple & Beautiful Catering
    - p: (08) 9731 0305

- f: <https://www.facebook.com/sandbcateringco/>
- e: [info@sandbcatering.com](mailto:info@sandbcatering.com)
- Laundry43
  - M: 0407 084 433
  - f: <https://www.facebook.com/TheLaundryCafeBar/>
  - e: [functions@laundry43.com.au](mailto:functions@laundry43.com.au)

## Beverages

- Beverages are strictly required to be served by the caterers chosen for the event. There is strictly no self-service at Fairlawn Estate.
  - In the case of a mobile beverage service bar being hired, and setup at Fairlawn Estate, RSA approved Staff members from the Supplier company must be present to serve the beverages.
  - In this instance, Fairlawn Estate management are required to be notified of your mobile supplier within twenty-one (21) days of your booking
- Under no circumstances may a person under the age of 18 years consume alcohol at Fairlawn Estate
- Allowance of spirits and liqueurs are subject to Fairlawn Estate management's discretion. Fairlawn Estate must be notified no later than fourteen (14) days prior to the event/function in this instance.
- Kegs are permitted at the Fairlawn Estate under the below conditions;
  - The keg unit:
    - Must have taps and drips trays
    - The keg unit will need to be setup by the supplier
    - Fairlawn Estate / Food by the Chef / Supper<sup>RD</sup> / Kitchen Co-op / or any catering staff will not be in a position to change over kegs
    - We reserve the right to deny service of the kegs unless the above conditions are met and is subject to Fairlawn Estate Managements discretion

## Cakes

- Delivery of wedding cakes the must be in a sealed safe container. Cake bags and boxes are to be supplied by the client.
  - Wedding cakes may be delivered up to three (3) days prior to your booking
- Fairlawn Estate does not take any responsibility for agreed food items brought in prior to your wedding day.
- Wedding cake and decorations are to be taken off site by 3:00pm the day after the completion of the booking.

## 7. Sub-Hiring of Services

- Fairlawn Estate management must be informed of any sub-hiring of services (DJ's, photographers, mobile beverage service etc.) prior to the booking.
- Any photographer, or videographer, must contact Fairlawn Estate management in order to be given instructions on where photos may and may not be taken.
- All event suppliers are to contact the nominated Event Planner prior to the booking to confirm booking details such as arrival times etc.

## 8. Gifts

- Clients are to ensure all gifts, wedding cake and personal belongings are taken at the completion of the booking.
- Fairlawn Estate accepts no liability for any personal belongings left on the premises.

## 9. Viewing Times

- Once the client has confirmed their booking, they are welcome to view Fairlawn Estate prior to their booking.
  - This is, however, subject to availability. Appointments are essential and recommended.

## 10. Other Bookings at Fairlawn Estate

- Please take note and be aware that other bookings may be held at Fairlawn Estate throughout the year, and are often booked with very little lead up time.
- Fairlawn Estate does not accept additional bookings twenty-four (24) hours prior to an event/function. However, if the Client requires extra set up prior to their booking date, the client must hire Fairlawn Estate to ensure the venue is exclusively available.
  - The additional daily rate in this instance is two thousand dollars (\$2,000) and subject to availability.
    - This rate is exempt if accommodation is booked at the venue by the client
  - Additional days may be booked at any time leading up to the booking and is subject to availability.
  - Additional days are limited to accommodation and set up purposes only. Additional purposes are subject to Fairlawn Estate management. Fairlawn Estate management reserves the right to charge the full daily rate of six thousand dollars (\$6,000) if these conditions are not met.

## 11. Decorations and Bonbonnieres

- Confetti, party poppers, felted pens, crayons, coloured streamers, open flamed candles, glitter shapes, smoke machines, bubble machines and commercial chocolate fountains are not permitted at Fairlawn Estate without consultation with Fairlawn Estate management.
- Damage and extraneous clean-up, caused by the unauthorised usage, will be charged to the client.
- No materials of any description are to be attached, or adhered to any surfaces of the homestead, marquee or cottage unless prior consent is obtained from Fairlawn Estate management. This includes, but is not limited to, nails, glue, string and tape.
- Under no circumstances are alcoholic favours/bonbonnieres allowed. If these criteria are not adhered to, the bond shall be forfeited.

## 12. Deliveries

- Items being delivered must be labelled and marked clearly. Upon Fairlawn Estate managements approval, some items may be dropped off five (5) days prior to the booking.



- Fairlawn Estate accepts no liability for damages to items delivered prior to a booking.

### 13. Smoking

- Fairlawn Estate is a non-smoking venue.
  - However, a smoking area will be supplied.
  - Smoking is to only occur in the smoking area.
  - Cigarette butts found in the gardens will be charged to the client at \$50 per cigarette butt.
    - Clients will be informed within 48 hours of the Event of any extraneous cigarette butts found in the gardens.
    - Clients may agree to pick up all extraneous cigarette butts within 48 hours of notification to avoid this fee.

### 14. Damages & Liabilities

- Clients will be responsible for any damage caused to the premises, during an event or during set-up either by themselves or during their function by their guests. This applies twenty-four (24) hours after the booking concludes.
- Fairlawn Estate does not accept responsibility for damage or loss of property belonging to the client, guests or service providers.
- Any damage that may be caused to Fairlawn Estate, Fairlawn Estate management will notify the client at the conclusion of the Event, and may also advise the client up to 7 days after the event.
- Under no circumstances will Fairlawn Estate take responsibility for injury caused to guests whilst attending the Clients Event.
  - It is the Clients responsibility to notify all event/function guests of the event/function space. Fairlawn Estate is a working farm. As such occupational health and safety hazards may exist outside the event/function space. Once again, our clients, and their guests, safety is paramount. It is the client's responsibility that all their guests remain within the event/function space.

### 15. Conduct

- Clients will be responsible for ensuring the orderly behaviour of their guests and external service providers.
- Fairlawn Estate reserves the right to refuse service to those displaying disorderly behaviour or are deemed to be too intoxicated.
- Fairlawn Estate reserves the right to evict any patron or guests who behave in an anti-social manner. Fairlawn Estate reserves the right to terminate any Events which are not being conducted in a lawful or orderly manner.
- Fairlawn Estate has a zero tolerance in respect of drugs being consumed on the property. Fairlawn Estate reserves the right to notify the police and evict the patrons should this occur.
- Should security personnel be required, any additional expense will be for the added to the clients account.



- Children must be under adult supervision at all times. Fairlawn Estate will not be responsible for any damage, or injury suffered to, by or in connection with children, including children who leave the venue and are not properly supervised by responsible adults.

## 16. Dance Floors

- All events at Fairlawn Estate, involving dancing, are required to have a dance floor installed for the event. This requirement is for both external and internal bookings.
  - Fairlawn Estate management take our clients, and their guests, safety seriously. This measure is both for occupational health and safety and for the preservation of property at Fairlawn Estate.

## 17. Wedding Correspondence and Changes

- All correspondence and changes to an Event can only be made by the Client or their Event Planner and must be in writing, with confirmation of receipt and agreement from Fairlawn Estate management.

### Fairlawn Estate Management Correspondence Details

Alex Walker & Rebecca Walker

E: [contactus@fairlawnestate.com.au](mailto:contactus@fairlawnestate.com.au)

Postal: P.O. Box 8, Busselton, WA, 6280

## 18. Client Details

### Brides Details:

Brides Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode \_\_\_\_\_

Phone / Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

### Grooms Details:

Grooms Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode \_\_\_\_\_

Phone / Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

### Booking Details

Day/Date of Event: \_\_\_\_\_

Approximate Number of guests: (Max 200) \_\_\_\_\_

Do you intend to have a wedding ceremony at Fairlawn Estate?  
\_\_\_\_\_

### Event Planner

The Event Planner must be nominated no later than five (5) months prior to the booking

Name: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### BOND Credit Card Details

Type of Credit Card: VISA      BANKCARD      MASTERCARD

Account Number: \_\_\_\_\_

Expiry Date: \_\_\_\_ / \_\_\_\_      CCV: \_\_\_\_\_

Signature: \_\_\_\_\_

I/WE HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OUTLINED ABOVE AND AUTHORISE FOR THE CREDIT CARD DETAILS ABOVE BE HELD FOR BOND SURETY.

(Please initial each page of the Terms and Conditions)

Bride Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Groom Signature: \_\_\_\_\_

Date: \_\_\_\_\_