



FAIRLAWN ESTATE

EVENTS AND FUNCTIONS
TERMS AND CONDITIONS

Fairlawn Estate
39 Chapman Hill Road
Bovell WA 6280

www.fairlawnestate.com.au



EVENTS AND FUNCTIONS TERMS AND CONDITIONS

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 25%.
- The Booking Fee is calculated on the total cost of the booking
- Cash, electronic funds transfer and cheque payments are accepted.

2. Cancellation and Rescheduling

- Cancellations and requests to reschedule must be made in writing. A rescheduled Event must take place within eighteen (18) months of the original Event Date.
- If the Client cancels more than six (6) months before the Event Date, 90% of the Booking Fee will be refunded.
- If the Client cancels between six (6) months and twenty-eight (28) days before the Event Date, 50% of the Booking Fee will be forfeited.
- If the Client cancels within twenty-eight (28) days of the Event Date, the entire Booking Fee will be forfeited. If Fairlawn Estate rebooks the Event Date, it will refund any retained amount exceeding its reasonable loss and costs.
- Fairlawn Estate may cancel an Event where severe weather makes proceeding unsafe or impracticable. In that case, all amounts paid by the Client will be refunded. If the Client elects to cancel while Fairlawn Estate remains able and willing to provide the Venue, the cancellation charges above will apply.

3. Final Payment

- A Final Payment is due fourteen (14) days prior to the booking, together with final numbers.
- Functions held on a public holiday will incur a 10% surcharge. Except Christmas Day, Boxing Day, New Years Eve or the Easter weekend, whereby a 100% surcharge will apply.
- Late Payments. Fairlawn Estate reserves the rights to cancel a booking or charge a late payment penalty of 1.5% per week, for any payments not received within the timeframe outlined within these Terms and Conditions.

4. Event Planners

- Fairlawn Estate does not provide event-planning services. The Client must nominate an Event Planner no later than five (5) months before the Event and may nominate themselves. Any change must be notified to Fairlawn Estate in writing.
- The Event Planner is the principal liaison between the Client, Fairlawn Estate and all suppliers.

Event Planner responsibilities

- Ensure the Client and suppliers comply with these Terms and Conditions.
- Coordinate suppliers, including their arrival and departure times and all bump-in and bump-out arrangements.
- Arrange setup, pack-down and removal of suppliers' property and extraneous rubbish.
- Advise Fairlawn Estate in writing when its furniture, equipment or staff assistance is required.
- Coordinate the Event and communicate promptly with Fairlawn Estate about any issue affecting the booking.
- Fairlawn Estate staff will assist only with property belonging to Fairlawn Estate.
- Fairlawn Estate is not responsible for a failure by the Event Planner to perform their responsibilities.

5. Function Start, Finish and Noise Times

Event and noise times

- Events must finish by midnight on Fridays and Saturdays and by 11:00pm from Sunday to Thursday. An overrun charge of \$1,000 per half-hour may apply.
- Noise and music must remain at a reasonable level determined by Fairlawn Estate management and be reduced to talking level by 11:30pm on Fridays and Saturdays and 10:00pm from Sunday to Thursday. These requirements also apply to accommodation. Clients will receive three verbal warnings where practicable. Continued breaches may result in forfeiture of the Bond, a \$500 charge per half-hour after the Event finish time and security attendance at the Client's expense.
- Live music requires prior approval and must comply with all applicable noise rules and conditions.

6. Catering and Beverages

Catering

- To date, Fairlawn Estate is not exclusive to any caterers. The client may choose a caterer of their choice. Fairlawn Estate are to be advised of the chosen caterer upon the client's selection.
- Caterers are responsible FOR ALL organic waste
 - For biosecurity reasons, caterers MUST take all organic waste with them when they leave the Event

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.

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.

7. Sub-Hiring of Services

- Fairlawn Estate management must be informed of any suppliers or services engaged by the Client 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. Decorations and Bonbonnières

- 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.
- The Venue must be clear of rubbish and personal items by 2:00pm on the day after the Event unless otherwise agreed. Access outside the agreed booking hours requires prior approval.
- Under no circumstances are alcoholic favours/bonbonnières allowed. If these criteria are not adhered to, the bond shall be forfeited.

10. 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.

11. Smoking & Vaping

- Fairlawn Estate is a non-smoking and non-vaping venue.
 - However, a smoking and vaping area will be supplied.
 - Smoking and vaping may 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.

12. 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.

13. Infinity Pool and Pool Area

- The infinity pool and surrounding fenced area do not form part of the Event Space. Entry, swimming or any other use is prohibited unless expressly approved in writing by Fairlawn Estate management. Pool gates must remain closed and must not be obstructed or propped open.
- Glass, food, rubbish, decorations and other objects must not be taken into or thrown into the pool or Pool Area.
- The Client is responsible for any resulting loss, damage, cleaning or remediation costs caused by the Client, their guests or suppliers. Fairlawn Estate may deduct these costs from the Damage Bond, including the reasonable cost of inspecting, cleaning, draining, treating or refilling the pool. Any amount exceeding the Bond remains payable by the Client.

14. Bonds, Damages & Liabilities

- A Damage Bond of two thousand dollars (\$2,000) is applicable to all functions held at Fairlawn Estate.
 - The Client is responsible for any loss, damage, additional cleaning or other costs caused by the Client, their guests, Event Planner, contractors or suppliers engaged in connection with the Event. This responsibility applies whether those persons were engaged or paid directly by the Client or by someone acting on the Client's behalf.
 - Payment Methods. Fairlawn Estate will contact the client Fourteen (14) days prior to the booking to charge the bond onto their credit card.
 - Bond refunds will be issued back onto the original card within fourteen (14) days of the booking.
 - Card details will be processed by a secure payment provider and not retained by Fairlawn Estate.
- 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 fourteen (14) days after the event.
- Under no circumstances will Fairlawn Estate take responsibility for injury caused to guests whilst attending the Clients Event if they enter or remain in an area outside the designated Event Space without permission.
 - It is the Clients responsibility to notify all event guests of the event space. Fairlawn Estate is a working farm. As such occupational health and safety hazards may exist outside the event 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 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.
- 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. 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 |
contactus@fairlawnestate.com.au | +61 413
405 907

Location: 39 Chapman Hill Road, Bovell WA
6280 | Postal: PO Box 8, Busselton WA 6280

17. Client Details

Client 1:

Name: _____

Address: _____

Phone / Mobile: _____

Email: _____

Client 2:

Name: _____

Address: _____

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? Y | N

Do you intend to have a wedding reception at Fairlawn Estate? Y | N

Event Planner

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

Name: _____

Mobile Number: _____

Email Address: _____

18. Acceptance and Signatures

By signing below, each Client confirms that they have read and understood these Terms and Conditions and agrees to be bound by them, together with the agreed booking details, proposal and any written variations accepted by Fairlawn Estate and the Client.

Each Client acknowledges that they have had the opportunity to ask questions and obtain independent legal advice before signing.

Bond authority. Each Client authorises Fairlawn Estate to securely process the \$2,000 Damage Bond using the payment method arranged with the Client, and to apply the Bond toward amounts properly payable under these Terms and Conditions. Any remaining balance is to be refunded to the original payment method in accordance with these Terms and Conditions. Fairlawn Estate will not record card security codes in this document.

Joint responsibility. If there is more than one Client, the Clients are jointly and severally liable for all obligations and amounts payable under the booking. This means Fairlawn Estate may seek performance or payment from either or both Clients.

Electronic signing. Signatures may be applied electronically and in separate counterparts. Together, those signed counterparts form one agreement.

Client 1

Full name: _____

Signature: _____ Date: _____

Client 2 (if applicable)

Full name: _____

Signature: _____ Date: _____