



Terms and Conditions

References

Araluen Golf Resort "AGR"

Araluen Club House - All public buildings located on the Araluen Golf Resort

Client - The authorized person and deemed to be the organizer

Event - Any Event, Function or Wedding

1. Tentative Booking

- a. We are happy to tentatively hold a date for a client for up to 7 days, without obligation
- b. Thereafter the inquiry and date reservation will lapse without further correspondence
- c. An inquiry made via our online booking form does not constitute a reservation

2. Confirming Event Date

- a. Once an event date has been requested, the client is required to fill in the AGR Booking Form which is to be signed and returned to secure the booking.
- b. The client will receive an invoice for a deposit of \$500.
- c. The deposit is payable within (7) days in order to secure the booking
- d. If the Deposit and Confirmation form is not received, the tentative date will be released without further correspondence
- e. If we receive an inquiry for the same date, we will attempt to contact the first Client to offer first option to confirm within 48 hours. If the Client does not confirm with payment and the completed form "AGR" reserves the right to accept the other booking without further correspondence

3. Payments

- a. An initial deposit of \$500 is required to secure your date, payable (7) days from invoice date
- b. On signing the Event contract your room hire component falls due and will be invoiced with payment due in (30) days from invoice date
- c. (30) days prior to the Event venue hire charges become due payable within (5) days from invoice
- d. (10) days prior to your Event date, and in line with your final catering numbers, your Food & Beverage selection is payable within (3) days of invoice.
- e. Your final account is due at the conclusion of the Event and to be settled with the service team, using the Credit Card as supplied or your elected alternate payment method

4. Credit Card

- a. On signing the Booking Form a valid credit card must be provided with an expiry date which expires after your Event date
- b. The credit card is held on file and will be used to settle any outstanding balances at the conclusion of your Event, if an alternate method is not provided
- c. By signing the Event order, you agree to this credit card being charged
- d. This includes charges applied post your Event in relation to Points (9-10-11-12-17-18-27)

5. Cancellations

- a. All cancellations must be received via email to functions@araluenresort.com.au
- b. Deposits CXL
 - i. Your initial \$500 deposit can be refunded up to (270) days prior for Weddings & (90) days prior to any other Event
 - ii. Deposits are forfeited thereafter
 - iii. Room Hire is nonrefundable inside (30) days
 - iv. Food and Beverage Catering are nonrefundable inside (10) days

6. Run Sheets

- a. All details excluding final numbers must be confirmed (30) days prior to the Event

7. Final Numbers Catering

- a. Final numbers are due no later than (10) days prior to the Event
- b. No changes to final catering numbers will be considered inside (7) days
- c. Any requests to increase catering numbers are at the sole discretion of the caterer and will be chargeable at the time of acceptance

8. Critical Dates

- a. The client agrees to abide by the dates as set out in Points (2,3,5,6,7)
- b. The client acknowledges and accepts that if they fail to supply the required information or make payment when due the "AGR" may elect to cancel the Event and shall retain all monies as paid

9. Damages

- a. The client will be financially responsible for any damage caused at "AGR", including property, grounds and golf carts
- b. This includes any damages sustained to "AGR" by the client, their guests, their sub-contractors and persons associated with their Event
- c. The appropriate charges shall be determined by the post function/ceremony evaluation of the premises, property and grounds
- d. In the event that the damage is sustained, charges will be debited against the credit card as supplied Point (4) The client accepts and acknowledges those charges
- e. "AGR" will supply photographic evidence of any damages billed if requested by the Client

10. Decorations

- a. Confetti, glitter, rice, powder, dried flower petals are not permitted inside the club house or its building surrounds or the wider golf estate.
- b. Fresh Rose Flower petals can be used in the wider golf estate
- c. A cleaning fee will be applicable in the event unauthorized use of such items are found. A \$200 fee per hour of cleaning time shall apply

11. Smoking

- a. Is not permitted inside the club house or in the smoke free designated areas around the club house.
- b. A \$200 fee per hour of cleaning time shall apply for non-adherence

12. Fixtures and Fittings

- a. No tent pegs, star pickets, or any similar objects can be used within the "AGR" grounds
- b. No nails, screws or stuck on hanging devices can be used on any wall/window/door within the building
- c. Damage repairs shall be billed at materials at cost +\$200 per labour hour to remedy

13. Prohibited Hire

- a. Smoke machines and dry ice machines are not permitted

14. Candles & Naked Flames

- a. Are not permitted within the building at any time
- b. Are not permitted on the verandas except as approved between 1st May and 30th September each year
- c. Are not permitted on course at any time
- d. Total fire bans supersede the above points

15. Golf Cart

- a. Only valid motor license holders can operate golf carts
- b. Carts must be prebooked
- c. The Client accepts the Terms & Conditions of Cart Hire
- d. Carts must remain on designated path ways and must not block golfers at any stage

16. Golfers

- a. Golfers shall always have right of way

17. Room Decorations

- a. Unless the client has pre-arranged the hire of staff from "AGR", the set up and pack down of decorations, including all table top items is the responsibility of the client
- b. The client is responsible for the removal, off site of all rubbish generated from room decorations
- c. Fees shall be chargeable for any rubbish as left behind at \$200 per hour

18. Beverage

- a. BYO is NOT permitted
- b. A minimum spend of \$30 per person is chargeable regardless of package or consumption type
- c. Any shortfall in minimum spend shall be charged to the credit as held on file and noted in Point (4)
- d. No self service
- e. Our Menu pricing is for "at bar" service only
- f. Fees shall apply for services that are requested over an above "at bar" and be shown on the Event order
- g. All Beverage service will conclude at 11.30pm

19. Caterers

- a. "AGR" works with preferred caterers
- b. Fees charged for your menu will include the laying of your tables - Crockery Cutlery and Condiments
- c. The menu fee will also include the service staff to deliver your preferred menu option and style
- d. The fee includes the hire of tables and equipment for buffet and or event stations required to present and deliver the food menu
- e. The fees include the cleaning of the items as above

20. Dietaries

- a. Must be disclosed at the time of booking and final numbers with dietaries must be clearly noted including the delivery location & person/s

21. Outside Food

- a. No outside food shall be permitted

22. Wedding & Celebration Cakes

- b. If "AGR" Equipment or Staff are required to store/ cut and or serve, then fees shall apply and be nominated on the Event order

23. Room Hire

- a. The room hire fees includes the hire of tables and chairs for your Event being drawn from the onsite equipment as shown at the time of booking
- b. Any other equipment required shall be at the clients' cost and arrangement
- c. The fee includes the setup and pack down of the assets as disclosed on the Event Order

24. Hire Period

- a. The hire fee is for the period as exclusively shown on the Event order
- b. The client has access to venue from 9am on the day of the event and must be bumped out by 9am the following day. Unless discussed and approved with Event Manager for earlier access. Charges may be applicable for early access.
- c. The area is considered exclusive
- d. Additional fees will apply to accommodate set up and pack down if requested at the time of hire and shown on the Event order

25. Suppliers

- a. "AGR" works with a number of suppliers that are pre-approved
- b. The list can be found on our web site under the function
- c. The list is constantly being updated
- d. Suppliers have access from 9am on the day of the event and must be bumped out by 9am the following day. Unless discussed and approved with Event Manager for earlier access. Charges may be applicable for early access.
- e. Suppliers not on the list are deemed to be sub-contractors, as such
 - i. Their supply/timing setup and pack down must be nominated on the Event order
 - ii. The delivery setup, pack down and collection must occur during our operating hours
 - iii. Setup needs and suppliers required for the event must be pre-approved by "AGR"
 - iv. "AGR" disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages and costs you or your agents might incur during your Event
 - v. May not store items onsite, outside of your Event timing without approval and fees payable

26. Noise Restrictions

- a. "AGR" reserves the right to control the volume of any music or noise emitted from the Event
- b. All music must cease at 11.30pm

27. Removal of Property

- a. The client is responsible for the removal of all gifts, equipment, decorations and other items brought onto the premises or grounds
- b. All items are to be removed prior to completion of the Event unless prior arrangements have been agreed on the Event order
- c. Any items that need to be disposed of ie florals, needs to be advised on the Event Order.
- d. In the event that staff are required to stay/return to the premises, post function, for the purpose of removing items/equipment brought in, a fee will be invoiced and payable at \$200 per hour required
- e. "AGR" take no responsibility for items brought onto/left overnight on the premises.
- f. Whilst all care will be taken, no damage to or loss will be attributable to "AGR"

28. Code of Conduct

- a. The client and all persons in associated with the Event shall conduct themselves in an orderly law-abiding manner
- b. "AGR" reserve the right to refuse service of alcohol to any person at their discretion
- c. AGR" is committed to the responsible serving of alcohol in order to provide a safe and friendly environment for our guests and staff
- d. Our staff are RSA trained and the final decision in respect to RSA issues is theirs together with the venue managers and owners
- e. We also seek your assistance in achieving our aim to provide the best possible experience for you and your guests
- f. We reserve the right to close down the function if behavior of guests becomes unacceptable. The client is not entitled to any form of refund in this instance
- g. All guests are encouraged to use safe transport to and from the Event
- h. All guests are asked to respect our neighbors and are encouraged to leave the premises in a manner that does not affect the amenity of the area

29. Payment Types & Policy

- a. Accounts can be settled using Cash, EFTPOS, Direct Deposit or Credit Card
- b. If paying by direct deposit a bank remittance email is required.

30. Credit Card Fees

- a. Payment by Credit Card will incur the following surcharges: +1.5% of the total Event Order

31. Public Holidays

- a. If your Event is to be held on a public holiday the rates quoted on the Event order will include a Public Holiday Levy
- b. If your Event is moved to a Public Holiday after the Event order and invoices are prepared, a revised Event order and invoice will be forward for payment within (3) days noting the increase in cost
- c. Should Bump in or Bump out dates fall on a Public Holidays additional charges will apply

32. Pricing

- a. All pricing displayed on our website and in our promotional material is correct at the time of publication
- b. Pricing is not confirmed until the Event order has been prepared and presented with invoice for payment
- c. Any substantive changes to your Event order may incur additional charges, and shall be displayed on your revised Event order and invoice for payment, per the Payments Point (3)

33. Room Move

- a. "AGR" reserves the right, without penalty to move your Event to another room in the case that the room as at the time of booking becomes unavailable
- b. The client will not be charged for any increase in cost associated with this move
- c. The client will be eligible for a credit for any decrease in room hire fees associated with this move
- d. The client may not claim for damages against "AGR" associated with this Room Move

34. Unforeseen circumstances "AGR" preference

- a. Should any unforeseen circumstances or accidents such as earthquake, fire, flood or pandemic prevent or interrupt your Event, "AGR" shall not be liable
- b. In the event "AGR" is required to cancel, every effort will be taken to notify you as far in advance as possible
- c. Alternate dates will be offered and deemed to be a new contract
- d. The client will be eligible for a full refund less costs incurred

35. Images

- a. If the client or photographer shares images directly with "AGR", "AGR" can share and use at their discretion.
- b. Shared images and video footage can be used in promotional material and social media posts. Any social media posts "AGR" will tag and promote suppliers involved in the event.

36. COVID

- a. In the event State Government imposes restrictions they materially affect the delivery and or suitability of the Event, the Client may wish to amend and or cancel all or part of their function in which case "AGR" will adopt a reasonable approach
- b. "AGR" reasonable approach will as a minimum ensure costs incurred have be fully covered
- c. The hirer is responsible for ensuring all guests abide by the State and or Federal government mandates
- d. The hirer acknowledges that access to "AGR" premises and facilities is based on the person/s being compliant with relevant mandates which may be amended from time to time
- e. The hirer & "AGR" are jointly responsible for ensuring current conditions are being adhered too
- f. The hirer indemnifies AGR against any fines or action that maybe imposed by Law in the event any guest, contractor, supplier associated with the event fails to follow reasonable and or legal instructions from "AGR" in the safe and legal management of the event.
- g. Any cancellations due to restrictions around Covid the same cancellation policy will apply, please refer to point 5.

37. Acknowledgment and Acceptance

- a. In lieu of a signature, the payment of a deposit, in any amount, is acknowledgment and acceptance of the terms and conditions, hereinabove
- b. Acceptance occurs on the date of deposit