



*Terms and Conditions*

## *Definitions*

In these Terms and Conditions unless the context indicates otherwise:

- i. Booking Form means any booking form submitted by You to us;
- ii. Event means the event specified in the Booking Form or the event agreed upon by You and us;
- iii. Event Date means the date specified in the Booking Form or the date agreed upon by You and us;
- iv. Event Services means the services of providing You use of Premises for the Event on the Event Date and such other services specified as such in the Wedding Brief or the services agreed upon by You and us;
- v. Force Majeure means any cause or circumstances beyond Somerleys reasonable control, including but not limited to, any strikes, lock outs, labor disputes, fires, floods, acts of God or public enemy, malicious or accidental damage, pandemic, delays in transport, breakdowns in machinery or restrictions or prohibitions by any government or any semi government authority or embargoes;
- vi. Somerleys or Somerley House or we/us means Nadine O'Brien Investments Pty Ltd ABN 111 433 295;
- vii. Premises means the premises located at 7207 Illawarra Highway Sutton Forest NSW 2577;
- viii. Venue Cost means the total cost of the Event Services;
- ix. Wedding Brief means the brief outlining the details of the Event including event times, venue requirements, guest numbers and seating arrangements and other relevant event details agreed by you and Somerleys prior to the Event.

## *Provision of Services*

Subject to the Terms and Conditions, Somerleys:

- i. grants to you a license and authority to use the Premises on the Event Date; and
- ii. agrees to provide the Event Services to you;
- iii. for the purpose of presenting the Event.

These terms and conditions do not create a tenancy or any other relationship between Somerleys and you other than that of licensee and licensor.

## *Payment*

All payments below include 10% GST. Payment by Visa or MasterCard attracts additional standard bank fees. Payment direct into our bank account does not attract an additional fee.

## *Deposit*

On returning the Booking Form a non-refundable booking fee of two thousand dollars (\$2000) (the **Booking Fee**) must be received by Somerleys. Payment of the Booking Fee is acknowledgement you accept these terms and conditions.

## *Final Payment*

A tax invoice will be sent to you for one hundred percent (100%) of the Venue Cost of your booking, plus any additional amounts, which may have been agreed between you and Somerleys for services less the Booking Fee. Somerleys must receive payment in full for this invoice in full one month prior to your Event. This payment is strictly non-refundable. If the costs specified in this clause are not received in full one month before your Event, your booking will expire, your date will be available to be booked by others and you will forfeit your Booking Fee.

## *Cancellation*

If you cancel your confirmed booking after the Booking Fee has been received by Somerleys you will forfeit the Booking Fee and your booking will expire and your Event Date will be able to be booked by others. Although we will try to accommodate changes, any agreement to a change of Event Date is subject to our absolute discretion and must be confirmed by us in writing.

## *Event Duration*

Event timing and durations will be specified in the Wedding Brief and must be strictly adhered to. Variations to these event duration times can only be granted in writing from Somerleys. An Event at Somerley House must not exceed a maximum duration of 7 hours. For example, an Event commencing at 3.30pm must conclude by 10.30pm. No Event can conclude after 11pm. Additional fees will be charged if the Event exceeds the agreed times set out in the Wedding Brief. All music and drinks will conclude 10 minutes prior to the conclusion of the Event.

## *Event Setup and Access*

We are unable to provide you access to the Premises prior to the day of your Event for setup. However, we encourage you to arrange a time to drop off any equipment or decorations before the day of the Event. These items can be collected after the day of your Event by prior arrangement.

## *Changes to the Pricing and Available Facilities*

Prices are indicative only and may change. While every endeavor is made to maintain prices as printed, these may be subject to reasonable increase due to unforeseen factors. In the unfortunate event that this occurs these fees only will be on charged to you. Somerley House is heritage listed and a significant portion of the Venue Costs goes towards maintaining The Garden Room and the gardens. We run a regular maintenance program and we do our best to avoid this having any impact on your Event. However, from time to time some facilities and places in the garden may be unusable due to maintenance, repair or improvement. Somerleys makes equipment and furniture available to you, however some advertised equipment might be unusable due to repair or replacement. In these cases, Somerleys will use reasonable endeavors to provide suitable alternative substitute services but will not be liable if not able to provide such services.

## *Security Bond*

You agree to a security bond of two thousand dollars (\$2,000) (the **Security Bond**). This will only be used by Somerleys to cover any loss or damage or extra cleaning incurred in the course of holding your Event or in consequence of the actions of any guest prior to, during or after the Event. Your credit card number will be provided to us in the Wedding Brief as the Security Bond. If the Security Bond is insufficient to pay for such loss or damage, you will be responsible for any short fall.

## *Conduct at an Event*

You agree to begin your Event at the commencement time and agree to have all guests, invitees and other persons vacate Somerley House at the closing time specified in the Wedding Brief. Unless prior package extension or room hire arrangements have been made, the service and venue will close at the closing time as set out in the Wedding Brief. All guests must conduct themselves in an orderly manner in full compliance with applicable laws. You must use all reasonable endeavours to ensure no disturbances or nuisances will be caused by any guests to neighbours of Somerley House. Management reserves the right to remove any guest from the Event whose behavior is objectionable or undesirable.

## *Entertainment and Noise*

All music/entertainment must cease no later than 10 minutes prior to scheduled end of the Event. This is a council requirement. Amplified music inside The Garden Room is to be kept to a reasonable level. Amplified music in the grounds is not permitted without prior consent. Management reserves the right to turn off or shut down any amplified music at any time to comply with Council regulations.

## *Venue Access, Equipment and Deliveries*

Somerleys will not be open prior to the Event commencement time, unless prior arrangements have been made with management for delivery of flowers, music providers etc. Please make prior arrangements with us for any items to be delivered for your Event, and storage will be arranged. Somerleys does not accept responsibility for damage, or loss of, any client's property left in the premises prior to, during or after a function.

## *Responsible Service of Alcohol*

It is illegal to serve alcohol to:

- i. An intoxicated person;
- ii. Disorderly patrons; or
- iii. Patrons under 18 years of age.

In accordance with the relevant legislation, Somerleys reserves the right to refuse service and/or exclude or eject any guest from the Event or from the premises if the guest is intoxicated, unruly, aggressive or destructive.

## *Loss or Damage*

You shall be responsible for any loss or damage to the Premises (including fittings and equipment) and any injury to any guest, or contractor engaged by you or your agents prior to, during or after the function of Event. You shall be responsible for loss, theft or damage to the Premises or the property of any guest or contractor engaged by you or your agents, left on the Premises prior to, during or after the function and shall indemnify Somerleys in respect of such loss, theft or damage.

## *Smoking Policy*

Smoking is restricted to outdoor areas. By law no one is permitted to smoke within 6 metres of building entrances. Smokers must use the ashtrays provided. Failure to do so may result in an excess cleaning fee being deducted from the Security Bee.

## *Force Majeure*

Somerleys will not be liable for any loss incurred by you as a result of any required alterations or cancellations of any or all of the Event Services due to an event of Force Majeure. During the continuance of an event of Force Majeure, Somerleys obligations under these conditions will be suspended.

## *BYO Food/Alcohol*

No outside alcohol or food is permitted except the wedding cake and infant supplies.

## *Recording of your Event*

Somerleys reserves the right to use any image, photograph or video from the Event, for the purpose of any legitimate advertising or marketing activities for Somerleys for use in any media type. For security reasons, Somerleys has a number of cameras throughout the Premises, which are monitored and recorded.

## *Theming and Creative*

At Somerleys we pride ourselves on providing a standard above other venues and we take great care in ensuring that all theming and creative installations provided by you are in keeping with the exclusive quality of Somerleys. All decorations and any creative theming must be pre approved by management of Somerleys.

The following are not permitted at Somerley House:

- i. Confetti
- ii. Fake rose petals
- iii. Streamers, party poppers or flutter guns
- iv. Images or signage attached to any part of the buildings
- v. Sky lanterns

If any of the above is used by you or your guest we will charge a cleaning fee against the security deposit.

## *Other Suppliers*

Subject to these Terms and Conditions, Somerleys is responsible for providing the Event Services only. You acknowledge that you or your agents will engage with other suppliers to provide the other services required for your Event including but not limited to food, beverages, transport, photography, flowers and music. We will act reasonably in liaising with those suppliers in relation to the Event but you agree that you will not in any way hold us responsible for the acts or omissions of those suppliers.

## *Changes to Terms and Conditions*

Somerleys reserves the right to make reasonable changes to these terms and conditions if required at any stage and will provide you with written notice of any changes to these terms and condition.

## *General Terms*

If a provision in these terms and conditions is wholly or partly invalid or unenforceable, that provision or the part of it that is invalid or enforceable must, to that extent be treated as deleted from these terms. This does not affect the validity or enforceability of the remaining provisions. Somerleys may assign or otherwise deal with the benefit of any contract made pursuant to these terms.

All contracts made between you and Somerleys shall be governed by and construed in accordance with the laws of the State of NSW. You agree to submit to the non-exclusive jurisdiction of the NSW courts for all purposes of or in connection with such contracts.