



TERMS & CONDITIONS

TERMS AND CONDITIONS (GUESTS)

1. **GENERAL ACKNOWLEDGEMENTS**

- (a) The following terms and conditions apply to all bookings at Tides Byron Estate.
- (b) Your willingness to proceed with your booking at Tides Byron Estate is acceptance of these terms and conditions.
- (c) Please note that the Venue being the lessor of the tenure and property is only a body of engagement for the following:
 - (i) villa accommodation and cleaning;
 - (ii) hall venue hire;
 - (iii) internal hall equipment; and
 - (iv) alcohol services.
- (d) All other services required must be outsourced. Tides Byron Estate can recommend a host of local suppliers, that are not financially accountable to the venue.
- (e) Tides Byron Estate requires events to engage an event co-ordinator for the co-ordination and management of the event.
- (f) Tides Byron Estate cannot be contacted or held responsible for the liaison of, or the co-ordination of the event. This is wholly the responsibility of the assigned event co-ordinator as the event contact.

2. **PAYMENT PLANS**

2.1 **DEPOSITS**

- (a) For villa [or hall] bookings under \$ 10,000.00 AUD:
 - (i) a 50 percent (%) deposit is required at the time of booking to secure the dates; and
 - (ii) the balance of the invoice is due 8 weeks prior to check in.
- (b) For villa or hall bookings over \$10,000.00 AUD:
 - (i) a 25 percent (%) deposit of the booking total amount is required at the time of booking;
 - (ii) a further 25 percent (%) is required 8 weeks from the date of booking; and
 - (iii) the balance of the invoice payment of 50 percent is required 8 weeks prior to check in.

Any invoices exceeding 5 business days unsettled or unpaid will lead to the cancellation of the event. With one letter of advice sent to the booking party this is impending



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2.2 **PAYMENT PLANS (APPLICABLE TO WEDDINGS ONLY)**

- (a) As part of our payment plan system for weddings and events, you will receive from Tides Byron Estate:
 - (i) 5 invoices for weddings over 55 guests; or
4 invoices for weddings under 55 guests,
issued between the time you book and make your holding deposit to when you check into Tides Byron Estate.
- (b) Invoices will be issued at the discretion of Tides Byron Estate, acting reasonably.

2.3 **SECURITY DEPOSIT**

- (a) The following security deposit regime applies in relation to events at Tides Byron Estate, excluding elopements and villa only bookings:
 - (i) Bookings of the hall and villa require a \$1500.00 AUD security deposit to be held on credit card as security for any damage caused to the property, cancellation fees, unplanned miscellaneous expenses, beverage consumption tabs, and any other last-minute requests, including but not limited to:
 - A. extra beds;
 - B. additional laundry; or
 - C. additional linen;
 - (ii) the security deposit will be invoiced and is payable 5 business days prior to check in at Tides Byron Estate.

2.4 **PAYMENT FOR DRINK PACKAGES**

- (a) The Venue will reach out 4 weeks prior to the event with a view to confirm requirements and invoice accordingly. Late payments may result in the late delivery of your preferred quantities.

2.5 **CANCELLATIONS [AND POSTPONEMENTS]**

- (a) All cancellations and change of heart bookings will result in forfeiture of all funds paid to date and must be made in writing. This applies to villa and hall bookings. We strongly recommend domestic travel insurance in the event of cancellation.
- (b) Postponements of the Hall are subject to Venue's discretion and short term availability within 3 months. Villa accommodation tariffs will be forfeited

ELOPEMENTS

2.6 **OUTDOOR DINING AND EQUIPMENT**

The following terms apply in relation to outdoor dining and elopements:



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- (a) Outdoor dining means dining outside in the orchard, outdoor dining is permitted by Tides Byron Estate for elopements and small events.
- (b) Maximum of 45 guests applies for elopements in villa and orchard dining
- (c) Outdoor dining and in villa dining are strictly BYO. Tides Byron Estate is not permitted to supply alcohol for outdoor dining or in villa dining.
- (d) All equipment for outdoor dining must be hired separately.
- (e) Complimentary dining hire arrangements from Tides Byron Estate are only for internal use within the hall and do not apply to outdoor dining.

2.7

NOISE AND CURFEW

- (a) Only acoustic music is allowed outside of the hall, in the orchard or on the lawn.
- (b) A lightly amplified playlist is allowed on a small speaker until 7 pm.
- (c) The Curfew is 10:00 pm for DIY or Managed Villa Elopements.
- (d) Maxi Taxis returning guests to their hotels must be arranged for a 10 pm departure time.

3.

BOOKING MINIMUMS FOR THE HALL

- (a) To book the hall for an event, Tides Byron Estate requires a minimum attendance of: these are the base payment amounts for all beverage packages.
 - (i) 80 adults on the weekend in the Spring and Autumn months;
 - (ii) 55 adults midweek or in Summer and Winter months.
- (b) Tides Byron Estate allows for up to 5 percent (%) total of the guest list to be non-drinkers above these minimum numbers for:
 - (i) groups over 80 on Friday and Saturday; and
 - (ii) groups over 55 mid-week or off peak.

4.

HALL ACCESS (NOT APPLICABLE TO VILLA ELOPEMENTS)

4.1

GENERAL

- (a) Access to the hall is available at any time on the date of your booked event. Please discuss timing with Tides Byron Estate to arrange.
- (b) Tides Byron Estate encourages guests to access the hall, subject to availability, on the day before your booking commences.
- (c) Check in times are strictly enforced to allow sufficient time for cleaning and maintenance checks.
- (d) Check in time is 3:00 pm unless by prior arrangement.
- (e) Check out is at 10:00 am unless by prior arrangement.



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5. **ACCESS DURING SERVICE**

- (a) Guests may use the two way entry-exit side door system under staff supervision to leave the hall during service (after 7:00pm). Ashtrays are provided in the disabled car park.
- (b) Glassware is not allowed outside of the hall at any time.

STAFFING (NOT APPLICABLE TO VILLA ELOPEMENTS)

6. **GENERAL**

- (a) The minimum spend on the bar to cover full staffing, hire of glassware, use of bar, disposal of rubbish from the catering and bar and cleaning of the hall, which is not charged separately, is \$85 plus gst per person for a 6 hour service period.
- (b) The dinner package is not interchangeable with a ceremony package and starts at 5 pm for 80 guests or over on weekends or 55 guests and over mid week of low season. This includes all glassware, bar equipment and staffing however cocktails are available for consumption at 4 pm in combination with a ceremony package from the dinner package.
- (c) Cocktails pre ordered attract a 50 percent (%)discount.
- (d) BYO and Bar Tabs are strictly not permissible at Tides Byron Estate for bookings including the hall, including Champagne Towers, excluding elopements and villa dining).
- (e) Non-drinkers are eligible for off package arrangements at \$29.90 per person and/or unto 5 percent of the total attendance after the minimum numbers are respected on a free flow package for up to 8 hours.

7. **FOOD TRUCKS IN THE HALL AND CATERERS THAT DO NOT STAY FOR THE ENTIRE SERVICE UNTIL CLOSE (NOT APPLICABLE TO VILLA ELOPEMENTS)**

- (a) 3 extra staff are required to for events of under 90 guests.
- (b) 4 extra staff are required over 100 guests.
- (c) The requirement of additional staff is for safety, continued service, and glass retrieval for the hall. Should your caterer not be able to offer this service, we will employ staff in their place.
- (d) Should you require Tides Byron Estate to arrange staff in place of the caterer, the following costs apply:
 - (i) 3 staff members is \$990+GST for a 6-hour shift minimum up to 100 guests;
and
 - (ii) 4 staff members is \$1320 +GST for over 100 guests.
- (e) Bar staff are not available to serve tables unless by prior arrangement with the confirmation of extra staff. This is a non-negotiable RSA and service standard of our property.



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8. **EQUIPMENT HIRE FOR EVENTS**

- (a) Ceremonies conducted under the fig tree require all seating to be hired.
- (b) Champagne bars/towers at the tree and hall include \$330+GST setup and packdown fee.
- (c) Tides Byron Estate have a range of linens for use, should you elect to use the Tides Byron Estate linens, a laundry charge of:
 - (i) \$45 plus gst per tablecloth; and
 - (ii) \$1.75 plus gst per napkin,is applicable and can be deducted from the security deposit.
- (d) Please note that for ceremony packages, no furniture or inclusions are extended beyond the hall.
- (e) Any additional outdoor seating and furniture must be hired.

9. **NOISE ABATEMENT**

- (a) Under the terms of our Liquor License and Neighbourhood Accord, speeches and announcements made through a PA system are only permissible within the hall. There will be no amplification of music, toasts, or speeches outside the event hall at any time.
- (b) Use of a small speaker is permitted outside the hall for Acoustic Music and announcements. All musicians and/or DJs booked for events at Tides Byron Estate are required to sign a compliance agreement with Tides Byron Estate with conditions of decibel levels. Hall glass doors must be closed throughout the duration of the event for acoustic and air-conditioning. containment.
- (c) The Hall has outstanding acoustic integrity and bands are permissible at Tides Byron Estate with the doors closed.
- (d) Music in the hall is to be turned off at 11:00pm.
- (e) All guests at any event at Tides Byron Estate hall shall be inside the hall by 7:00 pm following pre-dinner drinks.
- (f) Once all guests are in the hall after pre-dinner drinks, all doors will be closed to ensure. acoustic regulations are met, and room temperature is maintained, these conditions apply to events that do not include pre-dinner drinks.



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10. **ACKNOWLEDGEMENTS for all Occupancy**

- (a) I acknowledge that I will work with any Security Consultants at the venue as mandated for groups of more than 120 guests at Tides Byron Estate.
- (b) I acknowledge that the villa, hall and property will be left in a respectably clean and acceptable condition following the event.
- (c) I agree that any additional kitchen or hall cleaning fees will be deducted from the security deposit levied against event mismanagement or lack of hygienic practices associated with Environmental Health Laws in place in NSW.
- (d) I agree to ensure all soiled linen will be placed in the bins provided and the cost of soiled linens will be applied to the security deposit.
- (e) I accept that a minimum spend of \$85 per person based on Min Hill numbers will be charged irrespective of final numbers being at a lessor than expected.
- (f) I accept that any issues arising including and not limited to damage, untoward staining, incurred extra labour, loss or missing equipment will be deducted by the venue from the bond.
- (g) I have read and acknowledge all the above terms and conditions.
- (h) I acknowledge that Tides Byron Estate reserves the right to amend its Terms and Conditions at any time in line with Government Liquor Licensing Laws and any increase in supplier tariffs will be applied.

NAME OF RESPONSIBLE BOOKING PARTY : _____

DATE OF SIGNED CONTRACT _____

SIGNATURE OF BOOKING PARTY : _____



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Suppliers and Guest Acknowledgement

Supplier to Sign and return to the Venue On Behalf of the Guest prior to Engagement of Services

CATERING AND CO-ORDINATORS (NOT APPLICABLE TO VILLA ELOPEMENTS) or Food Truck Catering

1. The caterer will be responsible for quoting for full-service dinner and table service and related labour and staffing costs.
 - (a) Tides Byron Estate is devoid and has indemnity against from issues arising with from outsourced suppliers, accidents, or injury on the Estate.
 - (b) All-day Co-coordinators and caterers must be pre-approved by Tides Estate Byron Management.
 - (c) The Venue does not offer a Planning service. As stated in clause 1(f) a professional co-ordinator / planner must be engaged for events. Guests that are planners attending the wedding do not qualify as a professional coordinator and must be deemed eligible and approved by the venue.
 - (d) It is the caterer's responsibility to ensure the Kitchen is left clean.
 - (e) As part of the venue hire commercial kitchen contract; the caterer is required to provide a basic staff meal to a minimum of 4 bar staff and a maximum of 6 at each event. In return the caterer will not be charged for garbage disposal or LGP Gas. Please advise at the time of booking if this is not suitable or an invoice will be sent for the Gas and Garbage provisional use outlined in these terms.
 - (f) All suppliers are to use the disabled car park as their loading dock.
 - (g) The code to enter the side kitchen door for staff is available upon request and signing.
 - (h) Locum caterer(s) and coordinator(s) will only use the lockers in the Staff Amenities area.
 - (i) Contract catering staff are not permitted at any time to smoke, consume goods or drink in a public area or use public toilets.
 - (j) The commercial kitchen and oven must be mopped with bleach by the caterers.
 - (k) The light circuit must be selected to 'ALL OFF' on the keypad prior to leaving the building.
 - (l) Failure to carry out post-event clean-up to the Tides Byron Estate standard, acting reasonably, will result in a charge to the guest for the labour required to properly exit-clean the Hall and its amenities.
 - (m) Contractor staff are prohibited from drinking alcohol onsite



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2. ALCOHOL AND LIQUOR LICENCE

- (a) All Responsible Service of Alcohol laws will be strictly adhered to at all events held at Tides Byron Estate.
- (b) In keeping with the Responsible Service and Liquor License Accord, all guests that are not in residence at the villa must arrive by bus to the event hall and depart by bus or taxi by 11.30 pm at the latest.
- (c) The Bar will call last drinks at 11:00pm.
- (d) You agree to accept the liability for any consequences stemming from untoward guest behaviour.
- (e) Tides Byron Estate reserve the right to refuse service to guests in accordance with Responsible Service and Liquor Laws.
- (f) Tides Byron Estate reserve the right and without prior notice to exclude or remove persons from the event whose behaviour is offensive or abusive.
- (g) All locum catering staff must have a valid RSA to work in the licensed hall.
- (h) For the safety of all staff and guests, events with over 120 adults require security personnel. Security personnel can be organised by Tides Byron Estate.

3. TRANSPORT

- (a) Transport for all outside guests to the hall (except for caterers, trades and services) will be arranged by the Event Co-Ordinator via buses leaving no later than 11:20 pm.
- (b) Only residential guests are allowed to park in the area beyond the boom gate. Tides Byron Estate Management will provide them with access codes.
- (c) Cars that arrive without prior approval will be turned away in accordance with the Environmental Health and Neighbourhood Accord ruling by the Environmental Court in October 2018.



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4. **UPDATES AND EXCEPTIONS**

- (a) Tides Byron Estate reserves the right to update the Terms and Conditions and apply unforeseen costs due to a force majeure event, supplier cost increases such as liquor delivery and fuel levies, or rising costs if bookings are made more than 12 months in advance.
- (b) Organisers and Participants of organised events at Tides Byron Estate give permission to the Owner and its Agent(s) to use, without liability or remuneration, any video, photograph or photographic image taken while participating in the organised events, or while Organisers or Participants are in the common areas, public spaces, grounds, buildings, or offices of Tides Byron Estate.
- (c) The use of any video, photograph or photographic image will be for, but in no way limited to, the purpose of marketing or promotion in advertising or promotional materials, including social media in all forms, for Tides Byron Estate. I have read and acknowledge all the above terms and conditions.

5. **TERMS AND CONDITIONS (SUPPLIERS)**

- (a) On behalf of our joint client and as a contracted Supplier of Services and/or Event Co-Ordinator for events at Tides Byron Estate; I hereby acknowledge and consent to the following Terms and Conditions as already agreed to by our Joint Client.

6. **LIABILITY**

- (a) You indemnify Tides Byron Estate from and against any claim, action, suit, damages, costs, personal injury, loss, expense or liability of any kind however suffered or incurred, in respect of any loss of life, personal injury, loss or damage to property or other loss whatsoever arising as a result of:
 - (i) any breach of this agreement by you or your guests;
 - (ii) any breach of the law by you or your guests; and
 - (iii) any negligent or wrongful act or omission by you or your guests
- (b) except to the extent that such loss of life, injury, loss of or damage to property or other loss is caused by the negligence or wrongful act or omission by Tides Byron Estate.

7. **FORCE MAJEURE**

- (a) A Force Majeure event includes any event or circumstances which is in the nature of force majeure including but not limited to fire, flood, storm, accidents, plague, pandemics, land slides, earthquake, riots, explosions, hostilities, war, labour disputes and industrial actions which prevent a party from complying with its obligations under this agreement and which that party did not cause and cannot control of influence.
- (b) Tides Estate Byron will not be responsible or liable for any force majeure events.



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8. **ACKNOWLEDGEMENTS**

- (a) I acknowledge that I will work with any Security Consultants at the venue as mandated for groups of more than 50 guests at Tides Byron Estate.
- (b) I acknowledge that the hall and property will be left in a respectably clean and acceptable condition following the event.
- (c) I agree that any additional kitchen or hall cleaning fees will be deducted from the security deposit levied against event mismanagement or lack of hygienic practices associated with Environmental Health Laws in place in NSW.
- (d) I agree to ensure all soiled linen will be placed in the bins provided and the cost of soiled linens will be applied to the security deposit.
- (e) I have read and acknowledge all the above terms and conditions.
- (f) I acknowledge that Tides Byron Estate reserves the right to amend its Terms and Conditions at any time in line with Government Liquor Licensing Laws and any increase in supplier tariffs will be applied.

NAME OF CONTRACTOR ON BEHALF OF BOOKING PARTY :

DATE _____

SIGNATURE : _____



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[Insert Tides logo]