**Acacia Ridge Yarra Valley functions are provided by Valley Vine Events Pty Ltd.**

**This Contract is being entered into with Valley Vine Events Pty Ltd (“Valley Vine Events”) and the**

 **Client** ………………………………………………………………………Date of Wedding…………………….………….

**Venue Hire & Inclusions applicable to weddings/functions from**

**1st January 2024**

**Sunday through to Friday Minimum 100 adults @ $130 per person**

**(minimum spend $13,000 + venue hire $1,500 and on site ceremony if applicable $250)**

**Thursday Minimum 100 adults @ $115 per person**

**(minimum spend $11,500 + venue hire $1,500 and on site ceremony if applicable $250)**

**Saturday night Minimum 120 adults @ $130 per person**

**(minimum spend $15,600 + venue hire $1,500 and on site ceremony if applicable $250)**

**Off peak (1st May to 30th September) as per above however per person price is $115 per person**

**CATERING IS AN ADDITIONAL COST AND IS EXCLUSIVE WITH LOCAVORE CATERING WITH THE EXCEPTION OF CULTURAL CATERING SUCH AS KOSHER, HINDU, HALAL WHERE OUTSIDE CATERING COMPANIES WILL BE ACCOMMODATED.**

Children aged up to 5 years of age are free of charge. Those aged 6 – 17 years will be charged at $50 per person. Suppliers (such as band members, dj). will be charged at $50 per person.

Large weddings/functions 200+ adults please contact for pricing.

**…………………………………………………… ……………………………………………………………….**

**(Full name of partner) (Full name of partner)**

**…………………………………………………… ……………………………………………………………….**

**(mobile phone number) (mobile phone number)**

**…………………………………………………… ………………………………………………………………**

**(email address) (email address)**

**Valley Vine Events Contract page 2**

1. **Inclusions**
2. Exclusive use of Acacia Ridge for 6 hours, including outdoor Marquee, the Barn, and the Miners Hut
3. Conclusion 11pm last drinks 10.30pm
4. 5 hour drink package. First hour will be cocktails and beers (example gin & tonic, mojito, cosmopolitan) thereafter Acacia Ridge’s sparkling, red and white wines, cider, beer, soft drink, tea and coffee. The wine and beer drink package can be extended at an additional cost of $10pp per half hour within your 6 hour venue hire. In addition limited spirits can be supplied by the couple and will be served via our bar during drink service.
5. Event Manger for co-ordination of your function
6. On site ceremony
7. Set up of ceremony and function area, along with the supply of Valley Vine Events tables, chairs, wine barrels, outdoor furniture, umbrellas
8. Signing table and chairs
9. Glassware and RSA staff
10. Easels available for your signage
11. Access available to suppliers from 9 am on the day of your event
12. Catering is an additional cost, a list of our preferred catering suppliers can be found on our website: [www.acaciaridgeyarravalley.com.au](http://www.acaciaridgeyarravalley.com.au)
13. **Deposit**
14. In order to secure your preferred event date, you must provide an initial deposit of $2,000 together with a signed copy of this agreement. We will confirm your booking once payment of the deposit has been made and we receive a signed copy of this agreement. You expressly acknowledge and agree that this deposit is non-refundable and is required to secure your preferred event date (meaning that that we are not able to offer that date to another party). Your deposit also compensates us for the time and resources that we will be dedicating to the administration and planning of your event. The deposit amount is a genuine and reasonable estimate of the costs associated with maintaining this booking.
15. You acknowledge and agree that the deposit is non-refundable and non-transferable. In circumstances where the event proceeds as planned, the final payment will be reduced by the amount of the deposit.

**Valley Vine Events Pty Ltd (ABN: 17615579630)**

**BSB 063 594**

**Account 10390364**

**Valley Vine Events Contract page 3**

1. **Additional Payment**
2. Further to the initial deposit, an additional payment of $4,000 is required six months prior to your wedding date. You will be issued with an invoice six months prior to the date of your event.
3. **Payment Terms**
4. Final guest numbers must be confirmed 4 weeks prior to the date of your event.
5. You are required to pay the balance of your fee to us in full 4 weeks prior to the date of your event. No refunds will be made for guest reductions after this date.
6. Valley Vine Events may cancel the event by giving written notice of cancellation if the Client does not make a payment by the due date.
7. You acknowledge that, if any payment is not received by Valley Vine Events within 21 days of its due date, Valley Vine Events may appoint a debt collector on Valley Vine Events’ behalf to retrieve the overdue payments.
8. **Postponement and Cancellation**
9. If the Client wishes to cancel or transfer (or postpone) their event, a notice of cancellation or transfer must be given by the Client to Valley Vine Events in writing. Unfortunately, when a client cancels without giving adequate notice, it prevents another client from being served. As such the terms of Valley Vine Event’s cancellation and transfer policy set out in this clause 5 will be applied in fairness to both Valley Vine Events’ business and the clients who would otherwise have wanted to book an event.
10. If the client provides a notice of transfer (or postponement) to Valley Vine Events:
	* The Client acknowledges and agrees that the event date will only be moved by Valley Vine Events if the proposed new event date can be accommodated by Valley Vine Events.
	* Valley Vine Events will use reasonable endeavours to procure another event of comparable value for the same event date as the client’s original event and if re-booked will refund or transfer the initial deposit (less a $1,000 administration fee) to the Client.
	* Any further amounts already paid by the Client to Valley Vine Events in addition to the original deposit will be reallocated to the new event date.
	* If you are unable to proceed with your function date due to reasons outside of your control i.e. Covid 19 and government restrictions your deposit will be transferred to a new suitable date

**Valley Vine Events Contract page 4**

1. The Client acknowledges and agrees that, unless waived by Valley Vine Events (in its sole discretion), if the event is cancelled, Valley Vine Events will be entitled to the following amounts from the Client as compensation for the cancellation:
	* If the relevant cancellation occurs 12 months or more prior to the date of the Event:
		+ all monies paid to Valley Vine Events (other than the Deposit) will be refunded to the Client;
	* If the relevant cancellation occurs between 6 months and 12 months prior to the date of the Event:
		+ Valley Vine Events is entitled to an amount equal to 50% of the minimum amount. The Client acknowledges and agrees that this amount is a genuine pre-estimate of the loss which Valley Vine Events will suffer as a result of the Client’s cancellation;
	* If the relevant cancellation occurs between 6 months and 7 days prior to the date of the Event:
		+ Valley Vine Events is entitled to an amount equal to 75% of the minimum amount. The Client acknowledges and agrees that this amount is a genuine pre-estimate of the loss which Valley Vine Events will suffer as a result of the Client’s cancellation; and
	* If the relevant cancellation occurs less than 7 days prior to the date of the Event:
		+ Valley Vine Events is entitled to an amount equal to 100% of the minimum amount. The Client acknowledges and agrees that this amount is a genuine pre-estimate of the loss which Valley Vine Events will suffer as a result of the Client’s cancellation.
2. If the Client seeks to cancel its event, Valley Vine Events will use all reasonable endeavours to find an alternate client for the date of the client’s cancelled event, thereby reducing the loss which Valley Vine Events may otherwise suffer as a result of the Client’s cancellation. Any amount which Valley Vine Events can successfully recoup by way of booking an alternative event with a different client will be refunded to the Client.
3. The parties acknowledge and agree that clause 5 applies both to circumstances where the Client cancels its event and where Valley Vine Events cancels the event for non-payment pursuant to clause 4(c).
4. **Client responsibilities and acknowledgement**
5. The Client will provide to their catering suppliers any dietary requirements (allergies). Valley Vine Events cannot guarantee the effect of cross-contamination due to suppliers providing the goods or services to the event. The Client, their guests and agents will indemnify Valley Vine Events against any damage caused by the production of the goods by the Client’s suppliers.

**Valley Vine Events Contract page 5**

1. Valley Vine Events requires valid credit card information 4 weeks prior to your event. The credit card will be charged for any damages incurred. The Client will be held financially responsible for themselves along with any guests and suppliers attending the function for any damage sustained during the course of the function and the preparation throughout.
2. Valley Vine Events on behalf of Acacia Ridge Pty Ltd shall not be responsible for the consequences of misconduct, negligence, error, omission or forgetfulness of the Client (or invitee) whatsoever, however arising. We reserve the right to exclude or eject any person for misconduct from the function or the premises without liability. It is understood that the Client shall indemnify, and keep indemnified Valley Vine Events Pty Ltd on behalf of Acacia Ridge from and against all and any action claims, demands, losses, damages, costs and expenses for which Valley Vine Events on behalf of Acacia Ridge shall or may become liable in respect of, or arising from the death of, or injury to any person or loss of, or damage to, the property of any person arising from, or out of any misconduct, negligence, error, omission or forgetfulness on the part of the Client (or any invitee of the Client). Notwithstanding the Client shall indemnify and keep indemnified Valley Vine Events on behalf of Acacia Ridge whatsoever, however arising.
3. The Client shall indemnify Valley Vine Events against any loss or damage to Valley Vine Events’ property or equipment, or injury to Valley Vine Events’ staff caused by an act or omission of the Client, its guests, invitees, service providers or agents.
4. Valley Vine Events is not responsible for and the Client shall indemnify Valley Vine Events against any loss or damage to property or equipment of the Client, its guests, invitees, service providers, agents or contractors left at Valley Vine Events prior to, during or after the Event.
5. The Client must, at its expense, obtain all necessary permits and consents required for the conduct of the event (if they are not already held by Valley Vine Events).
6. Valley Vine Events reserves the right to prohibit any activity deemed offensive or for which a permit or consent is required, and such permit or consent is not obtained by the Client. The Client acknowledges and agrees that such prohibition will not amount to a breach of this agreement by Valley Vine Events.
7. The Client shall indemnify Valley Vine Events in respect of any and all losses incurred as a consequence of any failure by the Client to obtain a required permit or consent.
8. Valley Vine Events reserves the right to exclude or eject any guest from the event or from the premises without refund to the Client.
9. CARPARK: Please note that we have a strict 11pm departure from our carpark for the bridal party and guests. We ask this to be done in a quiet and timely manner, should the carpark not be cleared by 11:15pm a penalty of $1,000 will be incurred.

**Valley Vine Events Contract page 6**

1. **Insurance and liability**
2. Fire Danger – Code Red Catastrophic Days. Should your event fall on a Code Red your event may be cancelled if the continuation of your function will jeopardise the safety and security of participants, guests, staff and property. You may wish to consider taking out Wedding Insurance.
3. Any delay or failure on the part of Valley Vine Events to perform its obligations under this agreement wholly or in part will be excused if and to the extent that it is caused by an event that is not within the reasonable control of Valley Vine Events and which, by its nature, could not have been foreseen by Valley Vine Events or, if it could have been foreseen, was unavoidable, provided that written notice of the delay or failure be given to the Client with reasonably full particulars, including anticipated duration of any delay.
4. If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this agreement.
5. In the event that Valley Vine Events fails to comply with the obligations of this agreement, for any reason, including but not limited to events outside of Valley Vine Events’ control or Valley Vine Events’ own negligence, Valley Vine Events’ liability will, to the extent permitted by law, be limited to a refund of all payments made by the Client.
6. **Other Items**
7. During the period of pre and post function preparations and final collection of items, Valley Vine Events will not be held responsible for any loss or damage to items on the property.
8. The additional hiring of equipment is the responsibility of the Client, including all breakages and lost equipment, Valley Vine Events will not be responsible for breakages and/or loss of equipment. All additional equipment hired in must be removed the evening of the function or alternatively prior to 8am the following day.
9. Staff members hold a Responsible Serving of Alcohol certificate and have strict instructions not to serve alcoholic beverages to guests in a state of intoxication and have the right to refuse service. Aggressive, abusive behaviour will not be tolerated and may result in the removal of the individual(s) and/or early termination of the function.
10. We request that all guests respect our neighbouring properties and depart in a timely manner avoiding excessive noise. Please ensure that transport has been pre booked.
11. If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this agreement.

**Valley Vine Events Contract page 7**

1. Subject to the Australian Consumer Law, the Client is not entitled to any additional compensation or relief outside of the amount paid for services, including but not limited to emotional damages or any other equitable remedy, and the Client waives any claim of action seeking damages above and beyond a refund of the amount the Client paid to Valley Vine Events for its services.
2. Valley Vine Event’s services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, the Client is entitled:
	1. to cancel its agreement with Valley Vine Events; and
	2. to a refund for the unused portion, or to compensation for its reduced value.

The Client is also entitled to be compensated for any other reasonably foreseeable loss or damage.

1. If the failure does not amount to a major failure, the Client is entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel this agreement and obtain a refund for the unused portion of the agreement.
2. The Client will hold harmless and indemnify Valley Vine Events against any and all claims and actions arising out of this agreement, the services, or the Client’s event, including, without limitation, expenses, judgements, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suite, action, loss or damage arising or resulting from Valley Vine Events’ actions under this agreement. Where prohibited by law, this indemnification does not include indemnification of Valley Vine Events against a claim by the negligence or wilful default of Valley Vine Events.
3. The Client acknowledges and agrees that it is solely responsible for any loss, liability, damage or cost that Valley Vine Events may suffer as a result of an act or omission of the Client or any of the Client’s guests, invitees, service providers or agents.

**This Contract is being entered into with Valley Vine Events Pty Ltd and the Client**

**Acceptance**

**By signing this Contract you are agreeing to the Terms and Conditions set out within this**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ …………………………………………**

**(Print Name) Signature Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ …………………………………………**

**(Print Name) Signature Date**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Valley Vine Events Pty Ltd.**