



TERMS AND CONDITIONS (GUESTS)

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 on the day stylist for the running of your wedding on the day. This separate to the inhouse planner.
- (f) Remote the co-ordination and management of the event for floor plans, questions, contractor liaison will be provided as an inclusion of the Venue Hire for up to 10 hours.
- (g) Should guest engagement for the remote planner exceed 10 hours a fee of \$75 per hour plus gst will be charged by part thereof or an hour increment.
- (h) Tides Byron Estate cannot be contacted by SMS or telephone unless by prior arrangement via our Tour Booking App on our Brochure
- (i) All couples agree to use Tides Approved Caterers only and advise the venue should this not be possible. This is to ensure proper use of its kitchen and consistent quality – reliability.

PAYMENT PLANS

2.1 **DEPOSITS**

- (a) For villa [or hall] bookings under \$ 10,000.00 AUD

a 50 percent (%) deposit is required at the time of booking to secure the dates; and

- (i) 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.
 - (iv) It is agreed under these terms that 100 percent of the payment plan will be pursued by the venue and payable in the event of cancellation

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

PAYMENT PLANS (APPLICABLE TO WEDDINGS ONLY)

- (c) 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.
- (d) Invoices will be issued at the discretion of Tides Byron Estate, acting reasonably.

2.2 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.
 - D. The Villa is limited to 18 pax; over this amount will result in a \$1550 plus gst for Septic Pumps, Water Cartage and Rubbish disposal services by prior notification.
 - (ii) the security deposit will be invoiced and is payable 5 business days prior to check in at Tides Byron Estate.

3. Recoveries incur a \$1550 Fee for Septic pumps, extra rubbish disposal and water cartage

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.

(b) Hall Hire Includes pack down labour, insurance, cleaning, and linen laundering even if you use your own or your designer's linen. This rate is per head to not discriminate between large and small wedding guest numbers.

3.2 **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 OUTDOOR DINING AND EQUIPMENT

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

- (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 apply for elopements in villa and orchard dining. 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.
- (c) All equipment for outdoor dining must be hired separately. Use of Ceremony Furniture is complimentary for all weddings however we ask that it be returned to its original position on the other side of the Figtree fully covered from the elements after use. Failure to do so will result in a \$275 fee.
- (d) Complimentary dining hire arrangements from Tides Byron Estate are only for internal use within the hall and do not apply to outdoor dining.
- (e) Ceremony benches for up to 50 guests are available free of charge from the 1 st January 2025.

3.4 **Stylists ON THE DAY ROLES AND REQUIREMENT**

The Venue requires a minimum of services to be entailed in their quote. If they are unable to do these; an outsource company will be employed in their place and the fee will be deducted from the invoice or beforehand.

The setting up of all dining tables and cocktail furniture with Tides issue equipment

- (a) Extra hire equipment must be removed by 9 am the following day. Tides supplies all cutlery, crockery, glassware, and plates to the confirmed numbers.
- (b) On the day designers must place all Bridal paraphernalia on the tables as per Bridal party requests.
- (c) This includes and is not limited to the placing of all plates, cutlery, crockery, and glassware as per guest instructions.
- (d)

- (e) Day designers must ensure that all guests arrive and leave by bus except for Residential Guests. Failure to offer and ensure with manpower to do this will result in a security contractor being booked for this purpose.
- (f) Ensure the right-hand side of the carpark is clear of vehicles for the buses to adequately turnaround
- (g) Confirm final numbers to the Venue.
- (h) Ensure all other vendors are punctual and in attendance.
- (i) Confirm Staff meals are available as per this contract for Tides staff.
- (j) The Co Ordinator is not allowed behind the bar or in the Coolroom at all as this inhibits service. Five staff physically behind the bar is always the maximum to avoid trip hazards.
- (k) The elected ON THE Day Stylists require prior approval by the Venue.

ON THE DAY STYLIST will not leave before the end of the function should they not have back up staff that can remain 9 pm.

- (l) Stylists will be always attainable and alert the venue when they leave.
- (m) Fire exits will not be used for storage - use of the container is provided during the wedding. Tides Management will indicate where on the day.
- (n) Stylists will not sit down in the Hall during the wedding and request assistance from the Venue staff. Tides reserves the right to remove contractors that are rude or uncooperative.
- (o) Tides staff will not be relied upon to assist with tablespace set up as they have cellar duties and tours every wedding day unless by prior arrangement. A fee of \$440 will be billed for this.
- (p) Floral debris will be swept or vacuumed upon the ceremony completion. Tides staff will vacuum and mop a maximum of twice per wedding.
- (q) **A relative or a Celebrant cannot be the designer nor a person attending the wedding. Should any of these tasks not be included in the on the day designer quote; they are unsuitable to work at Tides**
- (r) **Access will be granted to our bridal parties the day before between 2pm and 3 pm or subject to availability. Access to the Hall will not be granted without a Tides member of staff present or on the day designer present due to our Liquor Licensing Laws. (ILGA)**
- (s) **Please advise the venue should floor service staff be required on behalf of the caterer which is not included in the Beverage package 4 (four) weeks prior to check in**
- (t) **Security is required for all groups over 100. This will be billed at \$85 per hour plus gst from 6pm – 11.45 pm.**

NOISE AND CURFEW

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

4. USE OF DRONES IS PROHIBITED OUTSIDE OF DIRECTLY ABOVE THE FIGTREE AND OUR PROPERTY. FINES OF \$1500 WILL APPLY IF YOUR PHOTOGRAPHERS IS SEEN FILMING OVER NEIGHBOURING PROPERTIES

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 excluding Children and Non-Drinkers**
 - (ii) **55 adults midweek weekend excluding Children and Non-Drinkers**

Tides Byron Estate allows for up to 5 percent (%) total of the guest list to be non-drinkers above these minimum numbers for:

- (iii) groups over 80 on Friday and Saturday; and
- (iv) groups over 55 mid-week or off peak.

HALL ACCESS (NOT APPLICABLE TO VILLA ELOPEMENTS)

4.2 **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 is 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.
- (f) **ACCESS DURING SERVICE**
- (g) 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.
- (h) Glassware is not allowed outside of the hall at any time.

STAFFING (NOT APPLICABLE TO VILLA ELOPEMENTS)

5. **GENERAL**

- (a) The minimum spends on the bar to cover full staffing, hire of glassware, use of bar, disposal of rubbish, which is not charged separately, is \$109 plus gst per person for a 6-hour service period.

- (b) The Venue for Weddings under 80 will provide a Floor Manager, glasswasher and one bar tender. For weddings over 80 an extra bar tender will be provided as included in the package.
- (c) Fees will be charged at 80 guests on a weekend or 55 guests and mid-week. These fees includes all glassware, bar equipment, rubbish disposal and staffing.
- (d) Cocktails pre ordered attract a 50 percent (%) discount.

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 \$39.50 plus gst 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.

Floor Service and Trayed Drinks service should be covered by your caterer will an NSW Responsible Service of Alcohol Accreditation. QLD Caterers do not have this. The following staffing will need to be hired via Tides at \$55 per hour plus gst

- (f) **3 extra staff are required to for events of 80 guests on the floor additionally**
- (g) **4 extra staff are required up 100 guests. AND one more per 25 guests**

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.

- (h) Should you require Tides Byron Estate to arrange staff in place of the caterer, the following costs apply:

As start time of 3 pm to 12 pm in all cases per staff member

- (i) Each staff member is charged at \$55.00 per hour plus gst

5.2 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.

5.3

- (a) **EQUIPMENT HIRE FOR EVENTS**
- (b) Champagne bars at the Tree are only covered under our Figtree Works Package.
- (c) Figtree ceremonies include 12 white benches for 50 guests from thee 1 st January
- (d) Cocktail Furniture inclusions can be found on our brochure

NOISE ABATEMENT

- (e) 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.
- (f) 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.
- (g) The Hall has outstanding acoustic integrity, and bands are permissible at Tides Byron Estate with the doors closed.
- (h) Music in the hall is to be turned off at 11:00pm.
- (i) All guests at any event at Tides Byron Estate Hall shall be inside the hall by 6:00 pm following pre-dinner drinks.
- (j) 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.

VILLA USES

Any damage to the villa; including and not limited to stains, removal, breakage or assisting in the failure of its integrity and structure will result in a full recovery by means of withholding 100 percent of the bond,

A charge of \$350 plus gst labour will be automatically applied to remove any stains from towels and upholstery to cover labour, machinery hire and chemicals

Photos will be made to substantiate the claims against a bond.

In addition, for irretrievable towels \$85 per towel, \$175 per single duvet or sheet, \$350 per Kind duvet or Sheet will be charged for fake tan soiled irretrievable towels. Breakages of decorative items and their replacement value will be assessed on a per item basis as deemed reasonable by the venue and guest.

All our towels and sheets are made bespoke offshore in bulk.

Late check outs without prior notice will incur a \$550.00 plus gst extra labour fee.

For Hall only wedding, bookings please understand that it is fact that the villa will or maybe occupied by another group. In proceeding you acknowledge this fact.

For villa only bookings, please note that there may be a wedding in the Hall.

For Hall Weddings, A venue planner will be appointed for up to 10 hours planning per wedding for remote planning only.

Should this be exceeded, it will be charged at \$75.00 plus gst per part or whole hour thereafter from the 1st of August

ACKNOWLEDGEMENTS for all Occupancy

- (k) 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.
- (l) I acknowledge that the villa, hall, and property will be left in a respectably clean and acceptable condition following the event.
- (m) 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.
- (n) 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.
- (o) I accept that a minimum spends of \$85 per person based on Min Hill numbers will be charged irrespective of final numbers being at a lessor than expected.
- (p) 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.
- (q) I have read and acknowledge all the above terms and conditions.
- (r) 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.
- (s) I accept that a fee of \$7.90 pp plus gst will be paid for Hall Set up, pack down, Hall cleaning and Linen laundering even if we use our own linen or that of a designer
- (t) We acknowledge at Floor staff will be required with an NSW RSA at a ratio of 1 – 30 guests from 3.30 – 9.30 at a rate of \$55.00 per staff member plus gst

NAME OF RESPONSIBLE BOOKING PARTY: _____

DATE OF SIGNED CONTRACT _____

SIGNATURE OF BOOKING PARTY: _____



Suppliers and Guest Acknowledgement

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

5.4 ON THE DAY DESIGNERS CONTRACTOR ROLES AND REQUIRMENT

The Venue requires a minimum of services to be entailed in their quote. If they are unable to do these; an outsource company will be employed in their place and the fee will be deducted from the voice or beforehand at a fee of \$440.

- (a) I agree to work with the Tides inhouse Remote planner and communicate only by email or by booking a time online to discuss over the phone.
- (b) The setting up of all dining tables and cocktail furniture and its removal prior to 9 am the following day. All cutlery, crockery, glassware, and plates will be made available.
- (c) It is the On the Day Designers responsibility to place all Bridal paraphernalia on the tables. This includes and is not limited to the placing of all plates, cutlery, crockery, and glassware as per guest instructions.
- (d) Ensure that all guests arrive and leave by bus except for Residential Guests.
- (e) Ensure the right-hand side of the carpark is clear of vehicles for the buses to turnaround.
- (f) Issue the in-house planner with an up to date running sheet should there be changes the venue is not aware of
- (g) Confirm final numbers to the Venue.
- (h) Ensure all other vendors are punctual and in attendance.
- (i) Confirm Staff meals for Tides staff.
- (j) The Co Ordinator is not allowed behind the bar or in the Coolroom as this inhibits service.
- (k) The Day Planner or Designer's permission to work at Tides is subject to the Venue's approval for reasons of safety and smooth running.

- (l) A relative, friend or celebrant cannot be the planner nor a person attending the wedding. Should any of these tasks not be included in the planning quote; they are unsuitable to work at Tides
- (m) Access is Always granted to our bridal parties during business hours the day before subject to availability and Tides supervision in the Hall.
- (n) All contractors must park in the Orchard or on the right-hand side of the carpark.

CATERING AND CO-ORDINATORS (NOT APPLICABLE TO VILLA ELOPEMENTS)

The caterer will be responsible for quoting for full-service dinner and table service and related labour and staffing costs.

- (o) Tides Byron Estate is devoid and has indemnity against from issues arising with from outsourced suppliers, accidents, or injury on the Estate.
- (p) All On the day Co-coordinators and caterers must be pre-approved by Tides Estate Byron Management.
- (q) As stated in clause 1.1(h) a professional on the day designer 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.
- (r) It is the caterer's responsibility to ensure the Kitchen is left clean.
- (s) 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 8 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.
- (t) All suppliers are to use the disabled car park as their loading dock.
- (u) The code to enter the side kitchen door for staff is available upon request and signing.
- (v) Locum caterer(s) and coordinator(s) will only use the lockers in the Staff Amenities area.
- (w) Contract catering staff are not permitted at any time to smoke, consume goods, or drink in a public area or use public toilets.
- (x) The commercial kitchen and oven must be mopped with bleach by the caterers.
- (y) The light circuit must be selected to 'ALL OFF' on the keypad prior to leaving the building.
- (z) 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.
- (aa) Contractor staff are prohibited from drinking alcohol onsite.

ALCOHOL AND LIQUOR LICENCE

- (bb) All Responsible Service of Alcohol laws will be strictly adhered to at all events held at Tides Byron Estate.
- (cc) 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.
- (dd) The Bar will call last drinks at 11:00pm.

- (ee) You agree to accept the liability for any consequences stemming from untoward guest behaviour.
- (ff) Tides Byron Estate reserve the right to refuse service to guests in accordance with Responsible Service and Liquor Laws.
- (gg) Tides Byron Estate reserve the right and without prior notice to exclude or remove persons from the event whose behaviour is offensive or abusive.
- (hh) All locum catering staff must have a valid RSA to work in the licensed hall.
- (ii) For the safety of all staff and guests, events with over 100 adults require security personnel. Security personnel can be organised by Tides Byron Estate.

TRANSPORT

- (jj) 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.
- (kk) Only residential guests are allowed to park in the area beyond the boom gate. Tides Byron Estate Management will provide them with access codes.

5.5 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

- (a) **UPDATES AND EXCEPTIONS**
- (b) 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.
- (c) 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.
- (d) 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.

TERMS AND CONDITIONS (SUPPLIERS)

- (e) 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 because 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, landslides, 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.

ACKNOWLEDGEMENTS

- (c) I acknowledge that I will work with any Security Consultants at the venue as mandated for groups of more than 100 guests at Tides Byron Estate.
- (d) I acknowledge that the hall and property will be left in a respectably clean and acceptable condition following the event.
- (e) 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.
- (f) 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.
- (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 CONTRACTOR ON BEHALF OF BOOKING PARTY:

DATE _____

SIGNATURE:

