

## TERMS + CONDITIONS

Your booking with Nashvin Pty Ltd (trading as Cottontail Wines) is subject to the following terms and conditions;

*PLEASE NOTE: a booking form, venue hire payment and signed terms + conditions must be completed to secure the date for all weddings.*

### PROVISIONAL BOOKINGS

1.1 A booking will be held for a period of seven days only, after which time the booking can be released by Cottontail Wines and the room made available to other interested parties. It is your responsibility to contact Cottontail Wines to ensure security of booking.

### PUBLIC HOLIDAYS

1.2 A minimum surcharge of 15% will apply to any days gazetted as a Public Holiday in New South Wales. Any prices quoted for Functions or Events are subject to the Public Holiday Surcharge.

### BOOKING

1.3 Upon confirmation of booking the client must agree with the company a guaranteed minimum number of guests and menu choice.

1.4. If the client requests a change of date for their event, it will be subject to availability with Cottontail Wines and a fee of \$500.00 or the difference between any venue hire price increase will be incurred for the client.

### PRICE/PAYMENT

2.1 Cottontail Wines will require the client to pay the total venue hire fee on confirmation of booking. This fee is non-refundable. A fee of \$550.00 will be added for any Sunday bookings noting a 9:30pm guest departure time.

2.2 A payment request for the total charge of an event will be issued by the company for the total balance payable, which must be settled by the client within seven (7) days prior to the event. Should the payment request be outstanding more than seven (7) days from the date of the request or remain outstanding on the date of the event, Cottontail Wines may treat the confirmed booking as being cancelled by the client. Cottontail Wines reserves the right to retain any payments previously made by the client in relation to the specific event.

2.3 Any payment request or invoice issued by Cottontail Wines will be payable within seven days of receipt. All payment requests and invoices must be paid in full without any set off whatsoever.

2.4 Cottontail Wines reserves the right to charge interest at the rate of 0.75% per month on all overdue amounts.

### CANCELLATION/CHANGE OF DATE

3.1 In the event that Cottontail Wines receives written notice cancelling the confirmed booking from the client, the client shall pay to Cottontail Wines a cancellation fee calculated as follows:

3.1.1 The venue hire fee is non-refundable per clause 2.1.

3.1.2 The total charge outstanding if notice of cancellation is received by Cottontail Wines less than 14 days prior to the commencement of the event.

3.1.3 50% of the total charge outstanding if notice of cancellation is received by Cottontail Wines between 28 days and 14 days prior to the commencement of the event.

3.1.4 30% of the total charge outstanding if notice of cancellation is received by Cottontail Wines between 56 days and 28 days prior to the commencement of the event.

3.1.5 Cottontail Wines reserves the right to retain any payments made prior to 56 days to the commencement of the event.

3.2 In the event that the client reduces the number of guests to below the agreed guaranteed minimum, then cancellation charges to the value of the reduction shall apply as detailed in clause 3.1.

3.3 In the event that the client cancels a booking that the company has made on its behalf, for entertainment, car hire, accommodation, equipment or otherwise, all cancellation charges shall be met by the client.

3.4 In the event that the client requests a change of date, it is subject to approval by Cottontail Wines. Any price increases between the original confirmation of event date and the request of date change, the client will pay the difference.

## FINAL NUMBERS

4.1 The client must notify Cottontail Wines, in writing, of its estimated final numbers to the nearest ten (10) guests fourteen (14) days before the commencement of the event; and

4.2 Final numbers of guests must be given seven (7) working days before commencement of the event. If this is not done, the client will be charged for the last number the company received, the guaranteed minimum or the actual number of guests whichever is greater.

4.3 Cottontail Wines cannot guarantee to supply service to the numbers of guests arriving at an event in excess of those agreed as guaranteed minimum numbers.

4.4 Cottontail Wines requires a minimum total spend of \$5000.00 including venue hire, food, and drinks to hire the venue from 9am till 11:45pm. Sunday is 9am till 9:30pm. Please note, our wedding packages are for 8 hours.

## COMPLIANCE

5.1 The client shall be responsible for the orderly conduct of the event and shall ensure that nothing shall be done which may constitute a breach of the law or in any way cause a nuisance or be an infringement of or occasion or render possible forfeiture or endorsement of any license for the sale of alcohol or for music and dancing. Failure to do so shall entitle Cottontail Wines to require the offending individual(s) to leave the event and shall constitute a breach of these Terms and Conditions Of Trading.

## DAMAGE

6.1 The client will be responsible for any damage to the property of Cottontail Wines caused by it or its guests during the event. The clients valid credit card number and expiry date are to be given at the time of booking and updated if needed. All damages will be charged to this credit card with a 1% surcharge for all EFTPOS payments and 1.5% surcharge for all AMEX payments.

6.2 Glitter, confetti, rice, and similar materials are prohibited and a cleaning charge of \$150.00 will apply for any ceremony debris if Cottontail Wines must clean it up.

6.3 A one-time cleaning fee of \$150.00 will be charged to the client seven (7) days before the event and will not be refunded if the premises is left in an unacceptable state or excessive cleaning is required upon departure.

6.4 Any damage fees will be charged at the conclusion of the client's event. For any external bought equipment, the client agrees to cover the full cost of replacement when purchased after the client's event date.

## INDEMNITY

7.1 The client shall indemnify Cottontail Wines and its directors, officers and employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs, or expenses (to include legal expenses on a solicitor and own client basis) including but not limited to, loss or goodwill, loss of profit and loss of opportunity suffered by the company directly and indirectly as a result of any breach of these terms and conditions of trading and/or the negligence of wilful default of the client or any of its guests.

## GENERAL

8.1 Cottontail Wines may rescind its contract with the client if it is prevented, hindered, or delayed from performing any of its obligations under the contract by a Force Majeure Event.

8.2 Cottontail Wines is available from 9am on the day of the client's function until 11:45pm.

8.3 Any delivery or collection of goods must be prearranged with Cottontail Wines. Cottontail Wines must be notified of any external changes made to the premises and will need written consent from Cottontail Wines before making such changes.

8.4 Cottontail Wines is available for the booked date only to the client and external contractors associated with the client's event unless prearranged. i.e. wedding decorations can be set up between 9am and 12pm on the date of the client's event and must be taken away by 11:30pm on the same date, no exceptions. Any private property left outside (i.e. guest cars or hired arbour) must be picked up by 10am the following day, no exceptions.

8.5 Cottontail Wines reserves the right to make changes to food menus and beverage menus up to one month in advance to the date of the event due to unforeseen produce complications or extreme alcohol price increases.

#### EXTERNAL CONTRACTORS

9.1 Cottontails Wines reserves the right to include external service providers (i.e., entertainment, DJ, photographers, decorators) as the client's responsibility. Cottontail Wines is not responsible for the behaviour or co-ordination of these peoples and they must agree to the same Terms And Conditions Of Trading to attend Cottontail Wines.

9.2 Clients must ensure that all external contractors hired have all necessary license and approvals to undertake the relevant activity. Clients must also obtain Cottontail Wines written consent before any third-party goods, equipment or food/beverage items are brought onto its premises.

#### PHOTOGRAPHY

9.3 Cottontail Wines gives the client access to its grounds for photography use (keeping a 10-meter perimeter around any private housing). Cottontail Wines reserved the right to request a minimum of 6 photos taken showing our venue or property grounds are supplied for our use (external contractors are not included). This may include any marketing or social media requirements. A \$300.00 photography deposit is required and will be refunded once photos are received.

Date of Event \_\_\_\_\_

*We agree to adhere to the terms and conditions outlined,*

Agreement Date \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Agreement Date \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_