



THIS AGREEMENT dated <day> day of <month> 2020

BETWEEN

Stanley Park Pty Limited of 77 Fullerton Cove Road, Fullerton Cove, New South Wales ("SP")

AND

<Name> of <address> ("Client")

RECITALS

- A.** Stanley Park is a private estate available for use by the Client under the terms of this agreement.
- B.** The Client acknowledges they are responsible for all guests adhering to the terms and conditions as set out under this agreement.
- C.** The Client is responsible and liable for any breach and subsequent loss or damage caused or occasioned by them or any other guest under this agreement.
- D.** The Client agrees to indemnify and be held responsible for any loss, damage or claims against SP however so arising from any failure to comply with the terms under this agreement.
- E.** Bookings will be confirmed by the issuing of a 'booking confirmation' subsequent to execution of this agreement and receipt of a holding deposit under the terms and conditions herein.

OPERATIVE PART

1. Definitions and Interpretation

In this document:

- (a) "Client" means the signatory to this agreement with SP;
- (b) "SP" means Stanley Park Pty Limited;
- (c) "Grounds" means the fenced grounds of the property known as 77 Fullerton Cove Road, Fullerton Cove New South Wales excluding the Homestead and Barn.

- (d) "Homestead" means the historic 1897 homestead with additions and improvements.
- (e) "Barn" means the purpose built function building situated on the north side of the Homestead.
- (f) "Dairy" means the timber building situated on the south side of the Barn.
- (g) "Function Amenities" means the block of four toilets in the timber building on the east side of the Barn
- (h) "Material Breach" means a breach of a term or condition of this agreement which may result in the termination of the agreement by SP and the immediate eviction of all guests together with damages becoming payable for any loss or damage caused by the breach. In the event this occurs, the Client will not be entitled to a refund of any monies paid including the Security Deposit.
- (i) "Payment Amount" means the amount paid by the Client for the use of the Property;

2. The Property

The Property under the terms of this agreement means either [*cross out whichever options are inapplicable*]:-

- (a) Homestead and Barn and Grounds
- (b) Homestead and Grounds
- (c) Barn and Grounds
- (d) Grounds.

3. Period of Use

- 3.1 The Property may be used by the Client commencing **<date>** ("Commencement Date") and terminating on **<date>** ("Termination Date").
- 3.2 Entry is at 12:00pm on the Commencement Date and exit is at 12:00pm on the Termination Date unless otherwise agreed in writing with SP.
- 3.3 Late exits will attract a charge of \$500 per hour or part thereof unless otherwise agreed in writing with SP.
- 3.4 SP will consider Client requests for date alterations subsequent to booking confirmation being issued. Alterations will be considered subject to the availability of the Property and the payment of any rate difference that may be applicable.

4. Catering Package (Cross out if not used)

- 4.1 The following Catering service will be provided by SP and Amanda Douglass
Catering:

- (a) Grazing platters followed by a cocktail menu or table buffets
- (b) Crockery, cutlery, glassware
- (c) Wait Staff
- (d) Bar staff

5. Payment

- 5.1 The Payment Amount is <\$amount> including GST.
- 5.2 A holding deposit of 30% of the Payment Amount is payable at the time of booking.
- 5.3 The balance must be paid no later than 4 weeks prior to the Commencement Date.
- 5.4 Should the Client fail to pay the balance and the Security Deposit within the time stated SP will deem the booking cancelled and will rely upon the cancellation terms provided herein.
- 5.5 Direct deposit is the preferred method of payment (Account Name: Stanley Park, BSB: 082514, Account Number: 128205742, Ref: Name). Bank cheque and cash are also accepted.

6. Security Deposit

- 6.1 A credit card security deposit of \$3,000.00 must be received by SP fourteen (14) days prior to the Commencement Date ("Security Deposit").
- 6.2 The Client agrees that SP may deduct any amount necessary from the Security Deposit to reimburse SP for the full cost of repair or replacement of any damage or loss to the Property caused during the period of use, or for damages in relation to any breach of the terms or conditions of this agreement, or for any additional fees and charges pursuant to this agreement.
- 6.3 Should a deduction be made from the Security Deposit, SP will notify the Client of the reason and amount deducted. The Client acknowledges that SP will have full discretion as to the amount deducted.
- 6.4 In the event that no deduction is made, the Security Deposit will be refunded, subject to this clause, within ten (10) working days from the Termination Date to an account nominated by the Client.

7. Cancellation

- 7.1 All cancellations must be in writing and will incur a fee of 30% of the Payment Amount ("Cancellation Fee").
- 7.2 If notification of cancellation is received by SP more than 6 months prior to the Commencement Date SP will refund all monies paid with the exception of the Cancellation Fee.

- 7.3 If notification of cancellation is received by SP within 6 months of the Commencement Date and a replacement booking is made for the entire cancelled period SP will refund all monies paid with the exception of the Cancellation Fee. If the Property is not re-booked the Client will be liable for the entire Payment Amount.

8. General Use of the Property

- 8.1 The Client agrees to take all due reasonable and proper care of the Property.
- 8.2 The Client is liable for any loss or damage to the Property that is caused during the period of use and agrees to reimburse SP for the full cost of repair or replacement to the Property, including its furniture, chattels, fixtures and grounds.
- 8.3 Naked flame including candles and incense is strictly prohibited inside the Homestead.
- 8.4 Smoking is strictly prohibited inside and within ten metres of the Barn and the Homestead and the Dairy and the Function Amenities. Should any trace of smoking be detected inside the Barn or the Homestead or the Dairy or the Function Amenities it will be considered a Material Breach of this agreement and the Client will not be entitled to a refund of the Security Deposit. Should the Client wish to smoke outside the Client warrants that it will take care to ensure all smoking takes place in the designated areas and all butts are disposed of in bins provided.
- 8.5 The lighting of any fire or any fireworks including sparklers is strictly prohibited at the Property. A breach of this clause will be considered a Material Breach of this agreement.
- 8.6 Pets are strictly prohibited on the Property without the prior written consent of SP. If pets are found anywhere on the Property it will be considered a Material Breach of this agreement.
- 8.7 The Property is set within a rural setting on the banks of Fullerton Cove. The Client acknowledges that wildlife, some of which can be dangerous is sometimes present in and around the Property. These include venomous snakes, water birds, rats and foxes. The Client warrants that it must be vigilant particularly during the summer months, ensuring that appropriate footwear and clothing is worn.
- 8.8 The Client warrants that it will supervise children in the appropriate manner at all times at the Property. SP will not be responsible or liable for any damage or injury suffered to, by or in connection with children, including if children are not properly supervised by responsible adults.

9. Functions and Events

- 9.1 General

- (a) Functions and events must be approved in writing by SP prior to booking. Special consideration will be given to the nature of the function or event including the payment of extra charges or the addition of special conditions that must be agreed to by SP and the Client prior to confirmation of the booking.
- (b) Bucks parties, hen's nights, schoolies parties or pre and post wedding parties, and like revelries are strictly prohibited on the Property at all times and will be considered a Material Breach of this agreement.
- (c) The Client agrees that the total number of guests attending a function or event at the Property is limited to a maximum of 150 guests without the prior written consent of SP. In the event that more than 150 guests attend a function or event without prior written consent it will be considered a Material Breach of this agreement.
- (d) The Client agrees to provide their own outdoor lighting, hired marquee(s), catering, decorating, music, sound equipment and speakers for their function or event.
- (e) Camping, including in tents, campervans and caravans, is not permitted on the Property.

9.2 Marquees

- (a) Marquees must be erected either on the grass on the north side of the paved parking area north of the Homestead or on the grass on the south side of the large Morton Bay fig tree beside the Homestead. Marquees are not permitted to be erected in any other location of the Property.
- (b) Marquees must be hired from event hire companies approved by SP. Marquees purchased by the Client are not acceptable.
- (c) Marquees must not be erected more than 48 hours before the function and must be taken down within 48 hours after the function. In the event that a marquee is not removed within 48 hours after the function, the Client will be charged equivalent to one extra night rental for each day or part thereof that the marquees remain on the Property.
- (d) The Client is responsible for ensuring that marquees do not damage the grass areas on the Property.

9.3 Suppliers

- (a) All third party suppliers including but not limited to caterers, marquees and entertainment must be approved by SP. SP may refuse a particular supplier access to the Property for any reason.
- (b) SP must be advised of the list of proposed third party suppliers as soon as possible for approval.
- (c) Should any third parties not approved by SP be admitted onto the Property without the consent of SP it will be considered a Material Breach of this agreement.

- (d) The Client is to ensure that all suppliers consult SP management for setup requirements and a schedule of all deliveries is required 48 hours prior to the event.
- (e) The Client is liable for any damage or loss to the Property that may be caused by third parties engaged by the Client.
- (f) All third party suppliers must be fully insured.

9.4 Catering

- (a) For functions or events where the total number of guests exceeds 40 guests the Client must use a registered professional catering business.
- (b) The kitchen facilities of the Homestead and the items contained therein are not to be used for functions or events.

9.5 Homestead

- (a) A maximum of 15 guests are permitted to stay overnight in the Homestead. A breach of this clause will be considered a Material Breach of this agreement and the Client will not be entitled to a refund of the Security Deposit.
- (b) The Client will not permit guests who are attending a Function or Event access to the Homestead at any time unless they have prior written consent from SP.
- (c) The Client must provide all their own furniture, cutlery and glassware for functions that take place in the Barn and on the Grounds. Any chattels contained in the Homestead including but not limited to furniture, cutlery and glassware may not be used for functions or events.

9.6 Noise

- (a) The Client warrants that all due care will be taken not to disturb the neighbours of the Property with excessive noise, including upon guests' arrival and departure from the Property.
- (b) The Client warrants that all undue noise in relation to the function including music and entertainment will cease by 11.00pm with all guests vacating the Property by 12 midnight. Failure to do so will incur additional charges of \$500 per hour or part thereof.
- (c) Use of the Property, which in the absolute discretion of SP, causes nuisance or annoyance to neighbours will be considered a Material Breach of this agreement.

9.7 Water and Electricity

- (a) The Property has a regular electricity supply. The Client acknowledges that the electricity supply at the Property is not capable of handling additional power requirements.

- (b) The Client agrees that SP takes no responsibility and is not liable in any way for the impact of any power outage which may occur at the Property.

9.8 Bands and DJs

The Client acknowledges that any band or DJ hired for the function or event must be fully licensed and have been made aware of and comply with all clauses of this Agreement relating to noise.

9.9 Confetti

Only flower petals and other plant matter may be used for confetti. Tinsel, foil, plastic, material, paper and any other materials may not be used as confetti. Cleaning costs may be charged if confetti other than plant matter is used on the Property.

9.10 Property Management

- (a) An SP representative(s) will be present for the duration of any function or event held at the Property.
- (b) SP may also have security personnel present at any function or event.
- (c) SP may use camera and/or video surveillance equipment in strategically located internal and external areas of the Property to monitor movements.
- (d) SP may enter the function at any time without notice and may suspend, terminate or control the function in any way if in the reasonable opinion of SP it is necessary to protect SP's property from damage or to protect any person from injury, harm or risk.

9.11 Alcohol, Drugs and Behaviour

- (a) Alcohol is not self serve and must be served by RSA qualified bar staff who are not wedding guests.
- (b) Alcohol service must cease at or before 11pm.
- (c) Guests are not permitted to bring their own drinks. A breach of this clause will be considered a Material Breach of this agreement and the Client will not be entitled to a refund of the Security Deposit
- (d) Drug use is not permitted on the Property. A breach of this clause will be considered a Material Breach of this agreement and the Client will not be entitled to a refund of the Security Deposit
- (e) Guests may be asked to leave the Property for reasons including but not limited to over intoxication, alcohol being supplied to minors, drug use, threatening behaviour and violence.

9.12 Parking

- (a) Parking is available in the Barn carpark or within another area designated by SP.
- (b) Parking is not permitted in any other areas including the grass areas surrounding the Homestead or outside the entry gates adjacent to the road.
- (c) Driving is not permitted on the grass surrounding the Barn and Homestead and must be limited to paved areas only.
- (d) Large buses and coaches are to use the Barn carpark and are not permitted through the entry gates to the Homestead.

10. Rubbish, Cleaning and Departure

- 10.1 The Client warrants that it will leave the Property in the same state as it was provided to it and that all cleaning will be done prior to departure.
- 10.2 The Client warrants that it will remove all food and refrigerated goods it has brought into the Property and that all crockery, cutlery, dishes and the BBQ will be cleaned and packed away as found.
- 10.3 A skip bin will be provided by SP for all rubbish. The Client warrants that prior to departure it will ensure all rubbish on the Property is placed in the bin provided.
- 10.4 The Client is liable for the full cost of any cleaning or rubbish collection required due to a failure to comply with the conditions under this agreement.
- 10.5 All personal effects must be removed from the Property at exit. Failure to do so will result in a charge of \$500 per hour or part thereof for storage.
- 10.6 The Property must be secured with all windows and doors locked. All appliances must be switched off including lights.
- 10.7 All keys must be returned to SP within 1 hour of vacating the Property. Any loss of accommodation keys will be at the cost of the Client.

11. Liability and Warranties

- 11.1 SP, together with any of its assignees, servants or agents shall not be, subject to statutory limitations, liable to the Client, its guests or assignees or any third parties, for damage, loss, expense or injury howsoever arising in connection with the Client's hire of the Property.
- 11.2 SP accepts no responsibility for any damage or injury to the Client, his/her guests or employees, and damages to, or loss of any of their belongings.
- 11.3 SP is not liable to the Client for any loss or damage as a result of any unforeseen natural occurrences and weather-related incident.
- 11.4 SP does not warrant and is not liable or responsible for the accuracy of any verbal information or statements given by its servants or agents.

12. Miscellaneous

- 12.1 The Client warrants that it will comply with any reasonable direction from SP.
- 12.2 The Client acknowledges it has read and understood this agreement in its entirety. It also acknowledges that it and its guests and third parties associated with any function or event are bound by all of the terms and conditions contained within this agreement.
- 12.3 The Client acknowledges that any breach of a condition under this agreement may result in the immediate termination of the agreement together with damages becoming payable for any loss or damage caused by a breach.
- 12.4 SP may change the terms and conditions in this agreement and will notify the Client as soon as practicable.
- 12.5 Obligations under this agreement affecting more than one party bind them jointly and each of them severally.
- 12.6 Where a force majeure event or a similar circumstance beyond SP's reasonable control prevents or delays SP from performing an obligation in respect of the function and/or under these terms and conditions, that obligation is suspended for so long as the force majeure continues and the delay or failure to perform will not be a breach of this agreement.

13. Jurisdiction

This agreement is governed by the laws of the state of New South Wales, and the parties, submit to the non-exclusive jurisdiction of the courts of that State.

14. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

SIGNED AS AN AGREEMENT

SIGNED by Client

Signature

Signature

Name

Name

EXECUTED for and on behalf of
Stanley Park Pty Ltd ACN 155 412 678

Signature

Name

Signature

Name