



THE REDWOODS TREEHOUSE

Terms and Conditions

REDWOODS TREEHOUSE TERMS & CONDITIONS OF HIRE

Sports Marketing Limited ("Experience Group") operates the Redwoods Treehouse ("the Venue") as an agent. Experience Group provides the Venue for private Functions. The following terms and conditions apply to the hireage of the Venue.

1. Definitions

- Client:** the person/entity who confirms the booking in writing and who is, therefore, ultimately responsible for the payment of all charges incurred. For the avoidance of doubt, the Client also includes all employees, contractors, agents and guests of the Client (for which the Client is responsible);
- Coach:** means the Experience Group coach used to transport the Client to the Venue and back to the arranged pick up location;
- Function:** means the event or occasion for which the Client wishes to hire the Venue;
- Hire Fee:** means the aggregate of the Venue Fee, the Coach Fee and the Catering Fee (as relevant pursuant to clause 6) plus GST;
- and
- Venue:** means the Redwoods Treehouse, situated at State Highway 1, Warkworth.

2. Bookings

- 2.1 The Client acknowledges and represents that the person confirming the booking has the power and authority to bind the Client.
- 2.2 The Client on confirming the booking, either verbally or in writing (including the execution of these terms and conditions), agrees to be bound by and shall comply with these terms and conditions and any other requirements and conditions as may be otherwise required by Experience Group.
- 2.3 In order to secure a booking, the Client shall be required to provide Experience Group with an imprint of its credit card.
- 2.4 Experience Group reserves the right to refuse any booking at its discretion.

3. General

- 3.1 Experience Group will not be liable to the Client for any loss, damage or injury they may suffer at the Function.
- 3.2 The maximum limit of 30 people (plus Venue staff) at any one time must not be exceeded.
- 3.3 No Functions are to be advertised in print or on the internet, radio or television without the permission of Experience Group.
- 3.4 These terms and conditions constitute the sole and exclusive agreement between Experience Group and the Client. The Client acknowledges that no other warranties, representations, written or verbal, have been made that are not reflected herein.

4. Client's Obligations

- 4.1 The Client agrees to:
- Pay all monies due and owing when specified;
 - Be responsible for, and to ensure, the good behaviour of all attendees of the Function at all times while on the Coach or at the Venue;
 - Exercise responsibility in respect of the amount of alcohol consumed, age of attendees and in the dangers of drinking and driving;
 - Ensure that no damage or soilage occurs to the Venue, the Coach and any property of Experience

- Group or its employees, contractors and agents;
- Ensure that nothing is fixed to the floors or any other interior or exterior of the Venue by means of nails, screws, drawing pins or any other means unless agreed in writing by Experience Group prior to the Function;
- Ensure that no internet, radio or television broadcasts or recordings of any kind whatsoever are made for the Function at the Venue without the prior written consent of Experience Group;
- Not bring any food or alcoholic beverages into the Function, unless previously agreed to by Experience Group in writing;
- Ensure compliance with the no-smoking policy of the Venue and the Coach;
- Maintain public liability insurance for the Function with a reputable insurer which provides cover for any loss, damage costs or expenses for which the Client may become liable under these terms and conditions; and
- Comply with the requirements of any competent local or statutory authority or with the laws or other rules and regulations of any other relevant authority.

5. Enjoyment of Others

- 5.1 The Venue staff retain the right to refuse service of alcohol to attendees in accordance with the terms of the liquor licence (e.g. under-age or intoxicated attendees) and also retain the right to require any person to leave the Venue if that person:
- Engages in conduct which unreasonably interferes with other persons enjoyment of the Function and/or the Venue;
 - Breaches any laws, by-laws, orders or other rules applicable to the Venue or the Function;
 - Is intoxicated; or
 - Is not observing the Client's obligations hereunder.
- 5.2 If a person fails to leave the Venue after being requested to do so then the Client's right to remain at the Function and the Venue shall automatically be revoked. For the avoidance of doubt, should a taxi be required to remove the offending person the Client will be liable for the cost of said taxi.

6. Price and Payment

- 6.1 Full payment of the Hire Fee must be settled with Experience Group before access will be given to the Venue. Full payment includes payment of the Hire Fee and bond.
- 6.2 The following fees are to be charged as an aggregate Hire Fee (plus GST):
- Venue Fee: \$2,000 per Function (up to a maximum of 12 hours at the Venue);
 - Coach Fee: \$500 for hire of the Coach which includes transport to the Venue and return to the agreed pick up spot. For the avoidance of doubt, the Coach Fee includes the provision of a driver and petrol; and
 - Catering Fee: An amount agreed between the parties in writing which the Client is to select from a list of catering options (for canapés or set dinner) provided by Experience Group. For the avoidance of doubt, the Catering Fee includes the provision of staff to work at the Function and the reasonable cost of cleaning the Venue (where no damage or soilage has been suffered) but excludes beverages (which will be invoiced or charged to the Client's credit card on a consumption basis).
- 6.3 If payment of any amounts all monies due and owing



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not paid when specified then, without to any other remedies it may have, Experience Group may charge interest for late payment on any amounts due at the rate of 2% monthly calculated on a basis. Default interest shall be payable on demand and shall accrue both before and after judgment.

7. Bond

7.1 The Client is to pay a bond equal to 10% of the Hire Fee upon making a booking.

7.2 The bond will be refunded in full or in part upon the satisfaction of Experience Group that:

- a. The Function was not cancelled by the Client;
- b. There is no damage or soilage to the Venue and the Coach (soilage incurs a \$150 soilage fee per incident in the sole discretion of Experience Group);
- c. Any equipment and decorations brought by the Client is removed from the Venue; and
- d. Full payment of the Hire Fee and any applicable costs/soilage fee has been received by Experience Group.

7.2 Experience Group may deduct costs and soilage fees from, or withhold the entire bond in order to cover any obligations that the Client has failed to observe, and to cover any replacement, repair or cleaning of any or all property that is damaged, stolen, destroyed or soiled.

7.3 In the event that any costs, replacements, repairs and soilage fees exceeds the bond, such excess shall remain payable by the Client to Experience Group and Experience Group reserves the right to charge such excess to the Client's credit card.

7.4 If costs or damage are discovered after the bond has been released to the Client, Experience Group will invoice the Client for the costs and/or damage that needs repair or replacement, and the Client agrees to pay all such costs on demand.

8. Cancellation

8.1 Where the Client cancels the Function, the following cancellation provisions will apply. Where cancellation occurs:

- a. Three months prior to the date of the Function, the full bond amount is payable to Experience Group;
- b. One month prior to the date of the Function, the Venue Fee is payable to Experience Group; or
- c. One week prior to the date of the Function, the full Hire Fee is payable to Experience Group.

8.2 Notice of cancellation by the Client shall not take effect until it is received in writing by Experience Group. If notice is not received on a working day then the notice will only take effect on the next working day thereafter.

8.3 Experience Group reserves the right to cancel a Client's booking should payment of the Hire Fee and the bond, as specified at the time of the booking, not be received within ten days of the booking.

8.4 Experience Group reserves the right to cancel a Client's booking if it comes to Experience Group's attention that the Venue is double booked. In the event of a double booking Experience Group shall work on a first in first served basis, whereby the Client who booked first will be entitled to the use of the Venue (subject to its prompt payment of the Hire Fee). Where possible Experience Group shall advise the Client as soon as possible of such cancellation. Experience Group shall refund in full all payments made by the Client for that booking so cancelled.

Group from and indemnifies and holds Experience Group harmless against, any and all costs, damages and expenses, which are incurred by the Client, its agents, employees, invitees and/or guests and which arise in connection with the Venue, the Coach, the Function or a double booking.

9.2 By accepting these terms and conditions, the Client indemnifies Experience Group against any loss, claim, damage, costs or expenses suffered by or made against them however and by whomsoever caused (including but not limited to the negligence of the Client) arising from the Function, the Venue or the Coach or late payment of any monies due and owing subject only to the extent to which such loss, claim, damage, costs or expenses arise wholly or in part from negligence on the part of the Experience Group.

9.3 Experience Group will not be liable for any loss or damages arising, including but not limited to loss of income, profits, interest, opportunity or loss of market, and whether such losses may be direct, or special, or indirect or consequential, and whether or not Experience Group had knowledge that such damages may be incurred.

10. Force Majeure and Weather Interruption

10.1 Experience Group may cancel, interrupt or stop the Function due to circumstances beyond its control.

10.2 Experience Group is not liable for failure to provide the Venue where such failure or delay is caused by strike, combination of workmen, lockout, difficulty in procuring components or materials, shortage of labour, lack of skilled labour, delays in transit, failure or delay by you in performing any of your obligations hereunder, failure or delays by suppliers or subcontractors, failure, delay or inability to obtain any necessary authorisation, legislative, departmental or other prohibition or restrictions, fire, flood, hostilities, commotions or other causes whatsoever (whether similar in nature or not to the foregoing) beyond Experience Group's reasonable control.

10.3 The parties acknowledge that the Venue will not be suitable for the Function during inclement weather. Accordingly, where a Function has to be postponed due to inclement weather (in the sole discretion of Experience Group) Experience Group will endeavour to provide the Client with an alternate date for the Function to be postponed to as soon after the original booking as possible. For the avoidance of doubt, if a Client cancels the Function due to inclement weather (and Experience Group, in its sole discretion, does not agree that the weather is inclement) and the Client will not agree to a postponement date then clause 8.1 will apply to such a cancellation by the Client.

10.4 Notwithstanding anything to the contrary in these terms and conditions, if Experience Group postpones the Function due to inclement weather and should no postponement date offered by Experience Group be suitable to the Client (acting reasonably) then the Client agrees to forfeit the bond (which will be payable to Experience Group), however, Experience Group agrees to refund the Hire Fee to the Client (if received).

Client Name: _____

Authorised Signature: _____

Date: _____

9. Disclaimers and Indemnity

9.1 The Client hereby waives and releases Experience