

# Terms of agreement

For the purposes of this agreement, "the Client" refers to the signatories to this agreement, their guests and any third parties employed by them; and "the Hotel" refers to Balmoral House, its employees or agents.

## Outside and third party contractors

1. The Client will not bring food or beverages into the premises without the prior approval of the Hotel.
2. The Hotel reserves the right to refuse any external entertainment, services or activities that the Client may have arranged without prior consultation with the Hotel.

## Overnight wedding (with accommodation)

3. Access to bedroom accommodation is available from 3pm on the day of arrival. Room assignments will be made on a "first come, first served" basis, unless other arrangements are made before the event.
4. The Hotel's premises and grounds must be vacated by 11am on the day following the event, unless other arrangements are made before the event.

## Payments

5. The Client agrees to send payment of 50% of the total price of the event and to send a signed copy of this agreement to the Hotel within 30 days of confirming the date of the event. The Client agrees to send the remaining 50% payment plus any agreed additional charges within at least 30 days prior to the date of the event.
6. Any further charges or any variation of charges incurred within 30 days leading up to the event or on the day of the event are to be settled without exception on the day of the event.
7. All payments by the Client to the Hotel will be made without deduction. The Client will notify the Hotel of any disputed amounts within five business days after the event.
8. The Hotel reserves the right to amend the price upon written notice to the Client in order to reflect any change in cost beyond the reasonable control of the Hotel.

## Security and safety

9. The Hotel accepts no responsibility or liability for any loss or damage to property of the Client beyond that provided for in legislation. The Client should note that some rooms cannot be locked and will be responsible for informing their guests of this prior to the event.
10. The Client will comply at all times with all fire, electrical, health and safety regulations (whether statutory or otherwise), the Hotel's rules and regulations, and any reasonable staff requests.
11. If any members of the Client's party behave in a manner that is considered unacceptable, the Hotel reserves the right to remove such party from the premises and may terminate this contract.
12. The Client will ensure that any materials brought into the Hotel (e.g. stage sets) are so far as possible made of non-flammable materials, that fire exits are kept clear at all times, and where a fire exit sign will be obscured, the Client will ensure that appropriate temporary signs are erected.
13. Neither rice nor paper nor any other type of confetti is to be thrown anywhere on the premises.

## Cancellation

14. If an event is cancelled, the Hotel will impose a cancellation charge of up to 50% of the value of the booking at its discretion.
15. If the Hotel is prevented or hindered by an event beyond its control from hosting the Client's event, the Hotel may, at its sole option, and without being liable for any loss or damage suffered by the Client relocate the Event to another hotel in the same locality or terminate the Contract forthwith by giving notice to that effect to the Client.
16. The Hotel reserves the right to cancel the event or terminate the contract if the Client fails to adhere to any of these terms.

## Liability

17. The Client shall indemnify the Hotel and keep it indemnified from and against all claims, actions, damages, liabilities and costs (including professional fees) and the Client shall be responsible for all costs incurred in repairing any damage to the Hotel arising out of the acts or omissions of the Client, save to the extent that any such claim arises as a result of the negligence of the Hotel.
18. The liability of the Hotel if any, under or in connection with the contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited in respect of any event or series of connected events to the price here under.
19. No alteration to this Contract shall be effective unless it is the subject of written notification. The Hotel shall only be bound by any such Notice issued by the Client if the Hotel has signed or otherwise agreed to the Notice.
20. This Contract shall be deemed to be governed by the laws of New South Wales.
21. Attached to this Agreement are copies of the brochures issued by the Hotel setting out the terms and conditions relevant to the specific type of function booked by the Client. The parties agree that the content of these brochures is incorporated in this Agreement, except to the extent that this Agreement includes any different terms or conditions.

## Event details

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**Name** **Signature** **Date**

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**Name** **Signature**

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**For Balmoral House** **Date**

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*Balmoral House*

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