



Raeburn Orchards Terms & Conditions

Please carefully read all Raeburn Orchards Function Terms and Conditions.

These are agreed to when the booking form is signed by the client/event host and are not negotiable and such terms and conditions incorporate and include, to the extent necessary, and for clarification, the entire provisions of the Booking Form publication.

Raeburn Orchards

You, the client/event host are entering into a contract with the registered proprietors of, and trading under the name of Raeburn Orchards.

To secure your booking

Raeburn Orchards does not accept tentative bookings. In order to secure your booking and the date of your function, we require you to sign and return the booking terms and conditions, function booking form and the non-refundable deposit. Once processed Raeburn Orchards will confirm the date of your function.

Orchard Fruit

Whilst access is provided to the orchard for photos or the like, the taking and consumption of any fruit or produce, whether from a tree, vine, off the ground or otherwise, is prohibited.

Alcohol

As the events are classified as private events on a private property, no liquor licence is required by you the client/event host, due to liquor not being purchased from Raeburn Orchards. It should however be noted that you the client/event host, are to engage in the responsible service of alcohol as no security is provided by Raeburn Orchards governing or controlling the conduct of you/the event host or your guests at any time.

Deliveries and Clean-up

Please advise the functions liaison officer of any deliveries to the venue. Function set-up availability will be provided by function liaison officer upon booking. All pickups of stored items must be completed by 10am the following morning of the function. Any equipment, marquees, event furniture or similar brought to site by the event planners, host or function manager is the responsibility of that person and/or company. No responsibility will be taken for items left at Raeburn Orchards overnight.

Function schedule and responsibilities

The function will commence and conclude at the agreed scheduled times. Any extension of time either before or after the allocated time, may be granted at an additional fee of \$200 per hour or part thereof. Clients/event hosts and their guests are required to conduct themselves in an orderly manner and in full compliance with these Raeburn Orchards terms and conditions. Unsafe and/or unacceptable behaviour by a client/event host or a guest will not be tolerated, and Raeburn Orchards reserves the right (such extending to its authorised servants or agents) to bring to an end or cease any function and to furthermore evict any person or individual not complying with Raeburn Orchards terms and conditions, including their obligation to behave in an orderly manner. Any abusive or threatening behaviour by any client/event host or guest, will not be tolerated at any time or in any circumstances, whether that behaviour does or does not involve Raeburn Orchards or its servants or agents. Such behaviour will be grounds for removal of any person from the event and/or Raeburn Orchards

Raeburn Orchards is located on a working farm and there is to be no orchard access once photos are completed. While we have a commitment to keep the orchard area a safe place please be aware that each and every visitor is responsible for their own safety.

The grounds must be completely vacated by 12:30am including the car park, with additional charges of \$200 per hour or part thereof after this time.

To respect our neighbours and the City of Armadale conditions, Raeburn Orchards reserves the right to control music levels at all times. All DJ's and live music must be set up within the designated function areas.

Please also be aware that Raeburn Orchards is constantly upgrading its venue, however all reasonable efforts will be made to minimise the impact (if any) on your function.

Raeburn Orchards does not accept any responsibility for inclement weather – a function will be expected to proceed rain, hail or shine. It will be the responsibility of the client/event host to be prepared for all weather conditions, including rain and inclement weather. Liability for payment of a booking is thus not conditional upon suitable weather for any event.

Damages

Any damage to the Raeburn Orchard property, which extends to and includes the orchard, facilities, equipment, fittings or surroundings caused by the client/event host and guests will be the responsibility of the client/event host, and upon the cost to make good or rectify any such loss or damage being provided in writing by Raeburn Orchards to the client/event host, for payment shall then be made within 7 days of receipt thereof.

A refundable bond of \$500 is required at the time of final payment and will be returned within 7 days post the event.

Should a client/event host or any guests suffer personal injury or suffer any loss or damage as a result of an event, or otherwise in respect of being at Raeburn Orchards, including the designated areas for an event, Raeburn Orchards accepts no liability for such loss or damage and the client/event host shall be solely liable for any such loss or damage.

Limitation of liability

By accepting these terms and conditions you agree to fully indemnify Raeburn Orchards, its management, staff and all related entities, for all liability, loss, injury or damages to any person or property that may be suffered as a result of claims, demands, costs, or judgements arising from your event.

Raeburn Orchards will not be liable for any loss or damage to the property of the event holder due to fire, robbery, accidents or any cause whatsoever that may arise from use and occupancy of the site. Raeburn Orchards assumes no liability for any damages or losses resulting from or relating to the failure of the event holder to comply with the provisions of this agreement.

You must ensure that all of your suppliers (if any) hold public liability insurance that extends to and includes their conduct and any activities or attendance upon Raeburn Orchards, and you must, if requested by Raeburn Orchards, arrange to provide a certificate of cover to Raeburn Orchards.

This signed Terms & Conditions page must be returned with the Booking Form to confirm your booking.

I have read and understood all Raeburn Orchards Terms and Conditions as stated in the preceding pages

Full Name (client/event host): _____

Signature: _____

Date: _____