

## WEDDING VENUE TERMS AND CONDITIONS

### 1. Agreement

- 1.1. Parrys Estate agrees to hire the Venue in accordance with the Agreement.
- 1.2. The Client agrees to pay Parrys Estate as consideration for the hiring of the Venue in accordance with the Agreement.
- 1.3. The Agreement comprises the entire agreement between the parties in relation to its subject matter and supersedes and replace any previous agreement or arrangement between the parties in relation to its subject matter.
- 1.4. Parrys Estate may vary these Terms and Conditions from time to time.
- 1.5. The Client must not transfer or assign any of its interests, rights, obligations or benefits under the Agreement.
- 1.6. The Agreement is governed by the laws of Western Australia and the parties submit to the exclusive jurisdiction of the Courts of Western Australia.
- 1.7. If a provision of the Agreement is invalid, illegal or unenforceable it must, to the extent that it is invalid, illegal or unenforceable, be treated as severed from the Agreement, without affecting the validity and enforceability of the remaining provisions.

### 2. Booking Procedure

- 2.1. When the Client requests to hire the Venue, a tentative booking will be made.
- 2.2. Parrys Estate will give the Client the Agreement.
- 2.3. The booking will be held without obligation and will be confirmed only when the following occur within 24 hours of the tentative booking being made:
  - (a) The Agreement is executed by the Client and Parry Beach Breaks and a fully executed copy is received by Parrys Estate; and
  - (b) Parrys Estate has received payment of the Deposit.
- 2.4. Until a booking is confirmed, Parrys Estate may:
  - (a) Hire the Venue to another person; or
  - (b) Decline to hire the Venue to the Client.
- 2.5. Confirmation of the booking is a condition precedent to performance of Parrys Estates obligations under the Agreement.
- 2.6. Upon confirmation of the booking, the rights and obligations of Parry Estate and the Client as specified in the Agreement become binding on the parties.
- 2.7. Parrys Estate reserves the right to refuse to hire the Venue or a Residence without stating any reason.

### 3. Deposit

- 3.1. The Client must pay a Deposit of \$5,000 or the amount specified in the Agreement.
- 3.2. Except as otherwise required by law, the Deposit is not refundable.

### 4. Security Bond

- 4.1. The Client must pay to Parrys Estate a Security Bond of \$2,000.00 or the amount specified in the Agreement, no later than 7 days before the first day of the Event.
- 4.2. The Client must provide Parrys Estate with credit card information no later than 90 days before the first day of the Event for the purpose of recovering any amount owed to Parrys Estate in accordance with this clause.
- 4.3. Parry Estate may deduct from the Security Bond any of the following:
  - (a) Costs or anticipated costs incurred for remedying damage to the Venue, a Residence, or any facilities or equipment as a result of the conduct of the Client or a Guest;

- (b) Costs or anticipated costs incurred for cleaning the Venue, a Residence, or any facilities or equipment that, as a result of the conduct of the Client or a Guest, exceed the costs that Parrys Estate would ordinarily incur for cleaning;
  - (c) Costs or anticipated costs incurred as a result of the Client's failure to comply with the Agreement; or
  - (d) Any liquidated damages payable by the Client.
- 4.4. The Security Bond, or the balance of the Security Bond (if any) after any applicable deductions, will be refunded within seven days of the latter of:
    - (a) The Event;
    - (b) The costs or anticipated costs of remedying damage to, or cleaning of, the Venue having been assessed; or
    - (c) The cancellation of the Event.
  - 4.5. Where the costs or anticipated costs of remedying damage or cleaning, or the amount of any liquidated damages, fee or charge payable by the Client exceed the amount of the Security Bond, the Client authorises Parry Estate to charge the excess amount against any credit card provided by the Client.

### 5. Venue Hire Fee

- 5.1. The Client must pay the Venue Hire Fee in the following manner:
  - (a) An initial payment equal to 50% must be paid no later than 9 months before the first day of the Event;
  - (b) A payment equal to 25% must be paid no later than 6 months before the first day of the Event; and
  - (c) A further payment equal to 25% (or such other amount of the balance of the Venue Hire Fee) must be paid no later than 6 weeks before the first day of the Event.
- 5.2. Payment may be made by cash, bank transfer of credit card.

### 6. Use of the Estate

- 6.1. The Client acknowledges the Estate is a working farm and eco-sanctuary with conservation practices undertaken on the Estate.
- 6.2. This includes sustainable farming, native bird breeding, native planting and predator proofing. The ecology of the Estate is vulnerable.
- 6.3. The Client agrees to ensure that the Client and Guests respect the property, treat with care the animals, plants, land and structures and not leave rubbish or food anywhere on the Estate.
- 6.4. The Client must ensure that the Client or Guests do not access any part of the Estate beyond the immediate vicinity of the Venue or a Beach House unless accompanied by one of Parry Beach Breaks' officer's, agent's or servant's.

### 7. Use of the Venue

- 7.1. Licence
  - (a) Parrys Estate grants to the Client licence to use and occupy the Venue for the purpose only of the Event and only during the period specified in the Agreement.
  - (b) The Client must not sublicense any part of the Venue.
- 7.2. Early Access
  - (a) The Client may request access to the Venue before the Event. The request must be in writing.
  - (b) Parrys Estate may, at its absolute discretion, provide early access where:
    - (i) The request is in writing;
    - (ii) The request is received no later than seven days before the first day that access is required;
    - (iii) The Venue is not otherwise occupied; and
    - (iv) Parrys Estate is able to provide access to the Venue without undue inconvenience.
- 7.3. Set-up.
  - (a) The Client is responsible for the styling of the Event, including the supply and arrangement of equipment or decorations at the Venue.
  - (b) No later than one month before the Event, the Client must provide Parry Beach Breaks with a detailed floor plan showing the intended arrangement of furniture.
  - (c) Parrys Estate will set the tables and decorations on the tables in accordance with the floor plan.
  - (d) Parrys Estate is responsible only for the set-up of equipment supplied by Parrys Estate.

- (e) The Client is responsible for the set-up of equipment supplied otherwise than by Parrys Estate.
- (f) The client must provide to Parrys Estate expected delivery times of equipment being delivered to the Estate by a supplier.
- (g) Parrys Estate will arrange delivered equipment in accordance with the floor plan, except for speciality items such as champagne towers, photo booths and hired audio, video or audio-visual equipment.
- (h) The Client is responsible for the allocation of guests to seats.
- (i) Parry Estate is responsible for the disposal of rubbish during and after the Event.

#### 7.4. Conduct at the Venue

- (a) The Client must ensure that:
  - (i) The Event is conducted in a proper, orderly and lawful manner;
  - (ii) The Event is conducted in a safe manner;
  - (iii) Any lawful directions given by Parrys Estate or its officers, agents or servants are complied with;
  - (iv) Any signs or markings regulating the use of the Venue or any facilities, equipment or surrounding land are complied with;
  - (v) Any policies or procedures regulating the use of the Venue or any facilities, equipment or surrounding land are complied with;
  - (vi) The number of persons at the Venue or a part of the Venue do not exceed the maximum number of persons permitted at the Venue or part of the Venue;
  - (vii) A pet or other animal is not kept at the Venue or elsewhere at the Estate;
  - (viii) The Client or Guests do not wear clothing that displays text, a picture or a logo that is offensive, indecent, obscene or prohibited by law (for example, colours or insignia signifying membership of an outlaw motorcycle club);
  - (ix) The Client or Guests do not enter the Venue before the scheduled time for the Event;
  - (x) The Client or Guests do not bring to the Venue, or consume, any food other than that supplied at the Venue;
  - (xi) The Client or Guests do not enter the kitchen, cool room or any other part of the Venue intended to be accessed only by Parrys Estate, its officers, agents or servants;
  - (xii) The Client or Guests do not do or omit to do anything that may result in a contravention of any law, licence or permit, or a condition of any licence or permit, held by Parrys Estate
  - (xiii) The Client or Guests do not do or omit to do anything that may result in the suspension or cancellation of any licence or permit held by Parrys Estate
- (b) The Client must, upon request by Parrys Estate, supply a written statement or program of the Event or any part of the Event.
- (c) Parrys Estate may:
  - (i) Exercise control of, audio, visual or audio-visual equipment being used at the Venue; or
  - (ii) Close the Venue and remove all Guests where the Agreement is not complied with.

#### 7.5. Departure

- (a) As soon as practicable after the Venue is no longer to be used, the Client must ensure that:
  - (i) any candles are extinguished; and
  - (ii) all gifts and other property are removed from the Venue.

### 8. Use of a Residence

#### 8.1. Licence

- (a) Parrys Estate grants to the Client licence to use and occupy a Residence for the purpose only of the Event and only during the period specified in the Agreement.
- (b) The Client must not sublicense any part of a Residence.

#### 8.2. Allocation of Residences

- (a) Where more than one Residence is specified in the Agreement, no later than two months before the Event, the Client must provide Parrys Estate with:
  - (i) The number of guests intending to occupy each Residence and
  - (ii) The full name and contact information of at least one guest intending to occupy each Residence.

#### 8.3. Maximum Capacity

- (a) The maximum number of Guests permitted to occupy or be present in a Residence is six.
- (b) For the avoidance of doubt, where more than one Residence is specified in the Agreement, Guests occupying one Residence may not be present at another Residence if it would result in the maximum capacity of that other Residence being exceeded.
- (c) The Client may request permission for additional Guests to be present at a Residence for the purpose of a party, gathering or another occasion. The request must be in writing.
- (d) Parrys Estate may, at its absolute discretion, give permission where:
  - (i) The request is in writing;
  - (ii) The request is received within a reasonable period before the party, gathering or other occasion;
  - (iii) The gathering is for no more than 24 Guests;
  - (iv) The Client acknowledges that additional cleaning costs may be payable by the Client where costs exceed those which are ordinarily incurred by Parrys Estate in cleaning a Residence.
- (e) Parrys Estate is entitled to, and the Client must pay, \$1,500.00 by way of liquidated damages where the maximum number of Guests in a Residence is exceeded.
- (f) An Approved Supplier is not included when calculating the maximum number of Guests permitted to occupy or be present in a Residence.

#### 8.4. Housekeeping

- (a) Parrys Estate is responsible for providing all linen, including bed sheets and towels.
- (b) The Client or a Guest must not remove any glasses and or crockery from a Residence.

#### 8.5. Children

- (a) A child intending to sleep in a porta cot is not included when calculating the maximum number of Guests permitted to occupy or be present in a Residence
- (b) However, there must be no more than two children in a Residence that are to sleep in a porta cot.

#### 8.6. Early Access

- (a) The Client may request access to a Residence before the Event. The request must be in writing.
- (b) Parrys Estate may, at its absolute discretion, provide access where:
  - (i) The request is in writing;
  - (ii) The request is received no later than seven days before the first day that access is required;
  - (iii) A Residence is not otherwise occupied; and
  - (iv) Parrys Estate is able to provide access without undue inconvenience.

#### 8.7. Arrival

- (a) The Client and Guests may check-in to a Residence no earlier than 3:00pm.

#### 8.8. Conduct at a Residence

- (a) The Client must ensure that:
  - (i) Activities at a Residence are carried out in a proper, orderly and lawful manner;
  - (ii) Activities at a Residence are carried out in a safe manner;
  - (iii) Any lawful directions given by Parrys Estate its officers, agents or servants are complied with;
  - (iv) Any signs or markings regulating the use of a Residence or any facilities, equipment or surrounding land are complied with;
  - (v) Any policies or procedures regulating the use of a Residence or any facilities, equipment or surrounding land are complied with;
  - (vi) A party is not held at a Residence;

- (vii) The number of Guests at a Residence does not exceed the maximum number of Guests permitted at the Residence;
- (viii) A pet or other animal is not kept at a Residence;
- (ix) A candle or other open flame decorative device is not used at a Residence;
- (x) The Client or Guests do not do or omit to do anything that may result in a contravention of any law, licence or permit, or a condition of any licence or permit, held by Parrys Estate
- (xi) The Client or Guests do not do or omit to do anything that may result in the suspension or cancellation of any licence or permit held by Parrys Estate.

(b) Parrys Estate may:

- (i) Remove, or direct the Client to remove, from a Residence any Guests present in excess of the maximum capacity for the Residence;
- (ii) Exercise control of, audio, visual or audio-visual equipment being used at a Residence; or
- (iii) Close the Residence and remove all Guests where the Agreement is not complied with.

8.9. Departure

- (a) A Residence must be vacated no later than 10:00am.
- (b) The Client must ensure that a Residence is secured and keys are returned to the lock box located in the carport.
- (c) The Client must ensure that a Residence is left in a clean and tidy condition and that all glassware, crockery and cutlery is washed and polished.
- (d) The Client must ensure that all refuse is removed from a Residence and deposited in a designated rubbish bin located in the carport.

8.10. Other Residences

- (a) Where a Guest hires a residence in connection with or for the purpose of attending the Event, the Client's obligations under the Agreement extend to that other beach house as if it were a Residence specified in the Agreement.
- (b) For the purpose of performing its obligations under this clause, the Client is authorised, as Parrys Estates agent, to give any lawful directions to Guests in a beach house to which this clause applies.

**9. Suppliers**

- 9.1. The Client may engage an Approved Supplier to supply goods or services in connection with the Event.
- 9.2. The Client must not cause or permit a supplier that is not an Approved Supplier to be present at the Estate.
- 9.3. No later than three months before the Event, the Client must provide Parrys Estate with the following information in respect to each supplier that will be present at the Estate:
  - (a) The supplier's name and contact information.
  - (b) If the supplier is not an Approved Supplier, confirmation that the Supplier is willing to become an Approved Supplier before the Event.
- 9.4. The Client may request permission to engage a supplier that is not, and is not willing to become, an Approved Supplier. The request must be in writing.
- 9.5. Parrys Estate may, at its absolute discretion, give permission to engage the supplier where:
  - (a) The request is in writing;
  - (b) The request is received no later than three months before the first day of the Event; and
  - (c) The Client agrees to any special terms and conditions required by Parrys Estate relating to the Supplier.
- 9.6. Where special terms and conditions are agreed to by the Client, those terms and conditions are taken to form part of the Agreement.
- 9.7. Where a supplier is required to deliver goods or equipment to the Venue, the Client must ensure that the Client or its agent is present at the time of delivery.
- 9.8. Parrys Estate is entitled to, and the Client must pay, \$1,000.00 by way of liquidated damages where:
  - (a) The Client causes or permits a supplier that is not an Approved Supplier to be present at the Estate in connection with the Event; or
  - (b) The Client is not present when a supplier delivers goods or equipment to the Estate.

**10. Alcohol**

- 10.1. Parrys Estate operates under a licence issued under the *Liquor Control Act 1988*.
- 10.2. Parrys Estate or any supplier engaged by the Client to serve alcohol is prohibited from serving alcohol to a Guest who:
  - (a) Appears to be under 18 years of age;
  - (b) Appears to be drunk;
  - (c) Is behaving, or has behaved, in an offensive, violent, quarrelsome, disorderly or indecent manner;
  - (d) Is, or is known to be, or is an associate of, a reputed thief, prostitute, or supplier of unlawful drugs; or
  - (e) Is, or appears to be, a person whose presence, or to whom the provision of service, will cause Parrys Estate to contravene any law (for example, a person issued with a barring notice).
- 10.3. The Client must ensure that a Guest:
  - (a) Who is under 18 years of age does not possess or consume alcohol at the Estate;
  - (b) Who appears to be drunk does not possess or consume alcohol at the Estate and is properly supervised and cared for to ensure the health and safety of the Guest;
  - (c) Does not behave in an offensive, violent, quarrelsome, disorderly or indecent manner;
  - (d) Is not a person whose presence, or to whom the provision of service, will cause Parry Beach Breaks to contravene any law (for example, a person issued with a barring notice).
- 10.4. The only kinds of alcohol permitted to be supplied at the Event are beer, wine and cider.
- 10.5. To preserve Parrys Estate image and reputation, canned alcoholic beverages are not permitted to be supplied at the Venue.
- 10.6. The Client may request permission for other kinds of alcohol to be supplied at the Event (for example, spirits and cocktails). The request must be in writing.
- 10.7. Parrys Estate may, at its absolute discretion, agree to the supply of another kind of alcohol where:
  - (a) The request is in writing;
  - (b) The request is received no later than 90 before the first day of the Event; and
  - (c) The Client agrees to any special terms and conditions required by Parry Beach Breaks relating to the supply of alcohol or the conduct of the Event.
- 10.8. In accordance with Parrys Estate obligations under its liquor licence, spirits may only be supplied for a period no longer than one hour during the Event.
- 10.9. Where special terms and conditions are agreed to by the Client, those special terms and conditions are taken to form part of the Agreement.
- 10.10. In respect of a Guest to whom Parrys Estate or a supplier is prohibited from serving alcohol, Parrys Estate may:
  - (a) Refuse to serve to alcohol to the Guest;
  - (b) Refuse the Guest entry to the Venue, a Residence, or the Estate;
  - (c) Require the Guest to leave the Venue, a Residence, or the Estate; or
  - (d) Remove the Guest from the Venue, a Residence, or the Estate.
- 10.11. Where, in the opinion of Parrys Estate or its officers, agents or servants, an Event is not being carried out in a proper, orderly and lawful manner, Parrys Estate may, at its absolute discretion, do any or all of the following:
  - (a) Request the attendance of police or other emergency services;
  - (b) Engage the services of a security or crowd control agent;
  - (c) Cease the supply of alcohol to Guests;
  - (d) Close the Venue or a Beach House; or
  - (e) Cancel the Event.

**11. Smoking**

- 11.1. Except at a designated smoking area, the smoking of any tobacco product is prohibited at the Estate.
- 11.2. Parrys Estate is entitled to, and the Client must pay, \$500.00 by way of liquidated damages where this clause is not complied with.

## **12. Children**

- 12.1. The Client must ensure that a Guest that is a child is personally supervised by an adult at all times while the Guest is present at the Estate.

## **13. Lost Property**

- 13.1. Parrys Estate, its officers, agents and servants are not responsible to the Client or any other person for damage to or the loss, theft or removal of any property brought to, or left at, the Estate.

## **14. Parking**

- 14.1. The Client must ensure that a motor vehicle or bicycle is not parked or left in a place or in a manner that obstructs entry to, exit from, or the use of, the Venue, a Residence or the Estate.
- 14.2. Parrys Estate and its officers, agents or servants are not responsible to the Client or any other person for damage to or the loss, theft or removal of any motor vehicle or bicycle.

## **15. Decorations and Signage**

- 15.1. The Client must not cause or permit a decoration, sign or any other thing to be nailed, screwed, stapled or adhered to a wall, door or other surface at the Estate without the written approval of Parrys Estate.
- 15.2. An approved decoration, sign or other thing must be secured in a way that does not cause damage and or endanger the health or safety of any person.
- 15.3. The Client must ensure that sparklers, fireworks, confetti, rose petals or rice are not used at the Event.
- 15.4. The Client may request that sparklers, fireworks, biodegradable confetti, rose petals or rice be permitted at the Event. The request must be in writing.
- 15.5. Parrys Estate may, at its absolute discretion, provide approval where:
  - (a) The request is in writing;
  - (b) The request is received no later than one month before the first day of the Event; and
  - (c) The Client agrees to pay a fee of \$500.00.
- 15.6. Parrys Estate is entitled to, and the Client must pay, \$500.00 by way of liquidated damages where this clause is not complied with.

## **16. Prohibited Items**

- 16.1. The Client must ensure that the Client or a Guest does not bring to, or possess at, the Estate a Prohibited Item.
- 16.2. Parrys Estate may direct, remove, or cause the Client to remove, a Prohibited Item, or a Guest who is found in possession of a Prohibited Item, from the Estate.

## **17. Photography**

- 17.1. The Client agrees that Parrys Estate may carry out photography or videorecording at the Event and use any photographs or video recordings for advertising or any other purposes.
- 17.2. The Client agrees that Parrys Estate may use, free of any fees, charges or royalties, any photographs or video recordings taken by or on behalf of the Client for advertising or any other purposes.
- 17.3. This clause survives termination.

## **18. Variations**

- 18.1. The Client may request that the date of the Event be varied.
- 18.2. Parrys Estate will vary the date of the Event where:
  - (a) The request is in writing;
  - (b) The request is received:
    - (i) no later than one year before the first day of the Event; or
    - (ii) is received within one year of the first day of the Event the balance paid will be forfeited and the client will need to pay the cost for new date.
  - (c) the Venue is available on the requested date.
- 18.3. In the case of a request received no later than one year before the first day of the Event, where the ordinary fee for the hire of the Venue on the requested date exceeds the Venue Hire Fee, the Venue Hire Fee is varied accordingly and the Client must pay the new Venue Hire Fee, or the balance of it, no later than 90 days before the first day (as varied) of the Event.
- 18.4. In the case of a request received within one year the first day of the Event, the Client must pay the Variation Fee (balance paid plus cost of new dates) no later than 90 days before the first day (as varied) of the Event.

- 18.5. The Client may request a variation to the facilities, equipment or services to be provided by Parry Beach Breaks in connection with the Event. The request must be in writing.

- 18.6. Parrys Estate will make the variation where:

- (a) The request is in writing;
- (b) The request is received no later than 90 days before the first day of the Event;
- (c) The facilities, equipment or services are available on the requested date; and
- (d) Parrys Estate can accommodate the variation without undue inconvenience.

- 18.7. Where the facilities, equipment or services are varied and the provision of those facilities, equipment or services would, if they had been specified in the Agreement at the time of booking, resulted in a higher venue hire fee, the Venue Hire Fee is varied accordingly and the Client must pay the new Venue Hire Fee, or the balance of it, no later than 90 days before the first day of the Event.

- 18.8. Despite anything to the contrary in the Agreement, Parrys Estate may, at its absolute discretion, decline make any variation if it is of the opinion that it is not in its commercial interests to do so.

## **19. Cancellation by Client**

- 19.1. The Client may cancel the Event by notice in writing to Parrys Estate.
- 19.2. Where the Event is cancelled under this clause:
  - (a) Parrys Estates obligations under the Agreement are discharged; and
  - (b) Parrys Estate is entitled to, and the Client must pay, the following by way of liquidated damages:
    - (i) Where cancellation occurs no later than one year before the first day of the Event, the amount of the Deposit; or
    - (ii) Where cancellation occurs within one year of the first day of the Event, the amount of the Venue Hire Fee.
- 19.3. For the avoidance of doubt, Parrys Estate may be entitled to other damages or liquidated damages where the Client cancels the Event.
- 19.4. Cancellation under this clause acts as a termination of the Agreement by the Client.
- 19.5. This clause survives termination.

## **20. Cancellation by Parrys Estate**

- 20.1. Without limiting the other ways in which Parrys Estate may cancel the Event, Parrys Estate may cancel the Event where:
  - (a) Due to unforeseen circumstances Parrys Estate is unable to perform its obligations under the Agreement; or
  - (b) Parrys Estate believes on reasonable grounds that the Client will not comply with its obligations under the Agreement.
- 20.2. Where the Event is cancelled under this clause:
  - (a) Parrys Estates obligations under the Agreement are discharged; and
  - (b) Parrys Estate will, within seven days of the cancellation, refund to the Client all moneys paid to Parrys Estate by the Client.
- 20.3. Except as otherwise required by law, Parrys Estate will not be liable for any consequential losses incurred by the Client where the Event is cancelled due to the act or omission of a person other than Parrys Estate or to some other cause beyond Parrys Estates control.
- 20.4. Cancellation under this clause acts as a termination of the Agreement.
- 20.5. This clause survives termination.

## **21. Cancellation due to Cancellation Incident**

- 21.1. Parrys Estate may cancel the Event upon the happening of a Cancellation Incident.
- 21.2. Where the Event is cancelled under this clause:
  - (a) Parrys Estates obligations under the Agreement are discharged;
  - (b) Parrys Beach Breaks is entitled to, and the Client must pay, the following by way of liquidated damages:
    - (i) Where cancellation occurs no later than one year before the first day of the Event, the amount of the Deposit; or

(ii) Where cancellation occurs within one year of the first day of the Event, the amount of the Venue Hire Fee;

(c) Where the Event is cancelled under this clause during the Event, the Client and all Guests must immediately leave the Estate.

(d) The Client's obligations under the Agreement continue as if the Event had been not been cancelled (for example, the Client remains obligated to leave the Venue and Residence in a clean and tidy condition).

21.3. For the avoidance of doubt, Parrys Estate may be entitled to other damages or liquidated damages where the Event is cancelled under this clause.

21.4. Cancellation under this clause acts as a termination of the Agreement.

21.5. This clause survives termination.

## **22. Coronavirus (COVID-19)**

22.1. The Client must ensure that the Client and Guests comply with any directions or orders given under the *Emergency Management Act 2005* or *Public Health Act 2016*.

22.2. The Client is responsible for providing its own personal protective equipment, including hand sanitiser, respirators or disposable gloves.

22.3. If the bride or groom are unable to attend the Event as a result of a direction or order given under the *Emergency Management Act 2005* or *Public Health Act 2016* (or a corresponding law in another jurisdiction) the date of the Event may be varied as agreed between the Client and Parry Beach Breaks.

22.4. Parrys Estate will not vary the date of the Event merely because an intended guest is unable to attend the Event as a result of a direction or order given under the *Emergency Management Act 2005* or *Public Health Act 2016* (or a corresponding law in another jurisdiction) or any other reason connected with COVID-19.

22.5. In the event of a confirmed outbreak of COVID-19 at the Event, Parrys Estate will advise the Client. It is the Client's responsibility to advise Guests.

## **23. Force Majeure**

23.1. Where as a result of a Force Majeure Event, Parrys Estate is unable to perform its obligations under the Agreement, Parrys Estate may cancel the Event.

23.2. Where the Event is cancelled under this clause:

(a) Parrys Estate obligations under the Agreement are discharged; and

(b) Parrys Estate will, within seven days of the cancellation, refund to the Client all moneys paid to Parrys Estate by the Client.

23.3. Except as otherwise required by law, Parrys Estate is not liable to the Client for any delay or failure to perform its obligations under the Agreement where such failure or delay is due to a Force Majeure Event.

23.4. Cancellation under this clause acts as a termination of the Agreement.

23.5. This clause survives termination.

## **24. Client's Liability**

24.1. The Client is liable for any loss or damage, including consequential loss, incurred by Parrys Estate caused by the act or omission of the Client or a Guest, including a failure to comply with the Agreement.

24.2. This clause survives termination.

## **25. Parrys Estates Liability**

25.1. All express or implied guarantees, warranties or representations relating to any services supplied or intended to be supplied by Parrys Estate, not expressly stated are excluded from the Agreement to the maximum extent permitted by law.

25.2. The Client acknowledges that the Client and Guests enter the Estate at their own risk.

25.3. Subject to any liability arising from Parrys Estate own negligent acts or omissions, Parrys Estate its officers, agents and servants are not liable to the Client in respect of any loss or damage the Client may incur from attending the Event, including any failure or omission on the part of a third-party and the Client releases Parrys Estate, its officers, agents and servants from any such liability.

25.4. Save for any liability which by law cannot be limited, Parrys Estate its officer's, agent's and servant's liability (if any) to the Client under and in relation to the Event, whether in

contract or tort (including negligence) is limited in aggregate to a sum equal to the Venue Hire Fee received by Parrys Estate from the Client.

25.5. The Client is liable for and shall indemnify, defend and hold harmless Parrys Estate, its officers, agents and servants from and against all actions, suits, losses, damages, charges, claims, costs, penalties, fines, demands and expenses (on a full indemnity basis), including without limitation legal and other professional fees, that Parrys Estate, its officers, agents and servants may sustain whether directly or indirectly, that are made by any person (including the Client or a guest), in connection with, arising or alleged to arise from, wholly or in part any accident, injury or death of any person or damage to the property of any person any damage (other than fair wear and tear) to the Estate, Venue or a Residence, or the facilities or equipment at the Estate, Venue or a Residence, caused directly or indirectly by any act or omission of the Client or a Guest, or breach of any law by the Client or Guest relevant to the Event.

25.6. Nothing in the Agreement excludes, restricts or modifies any right, remedy, guarantee, warranty or other term or condition, implied or incorporated by law that cannot be lawfully excluded or limited.

25.7. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of good and services in certain circumstances.

25.8. This clause survives termination.

## **26. Privacy**

26.1. Parrys Estate collects personal information to administer and facilitate the hire of the Venue and Residence and the operation of the Estate.

26.2. The personal information provided to Parry Beach Breaks is collected, used and disclosed in accordance with Parrys Estates privacy policy.

26.3. Parrys Estate may share personal information with third parties such as contractors engaged by Parrys Estate to carry out functions and activities on Parrys Estates behalf, including direct marketing, and otherwise in accordance with Parrys Estates privacy policy.

26.4. Personal information is not generally disclosed overseas. Parrys Estates privacy policy contains information about how to access and request the correction of personal information and provides information about how a complaint will be dealt with by Parrys Estate.

26.5. If a person does not wish to receive promotional material from Parrys Estate, they must advise Parry Beach Breaks by email or telephone or via the specific opt-out procedures in the relevant communication.

## **27. Interpretation**

27.1. In the Agreement, unless the contrary intention appears, the following expressions have the following meanings:

**Agreement** means the agreement entered into by the parties and recorded in a document titled 'Wedding Venue Hire Agreement' and includes these Terms and Conditions.

**Approved Supplier** means a supplier that is a party to an agreement (that is in force) between Parry Beach Breaks and the supplier for the purpose of supplying services at the Estate on a regular basis.

**Residence** means each residence specified in the Agreement.

**Cancellation Incident** means any of the following:

(a) A failure to pay the Deposit, Security Bond, Venue Hire Fee or Variation Fee when required;

(b) The cancellation of the Event as a result of the Event not being carried out in a proper, orderly and lawful manner.

**Client** means the client as specified in the Agreement.

**Deposit** means the deposit mentioned in clause 3.1.

**Equipment** includes furniture, homewares and lighting.

**Estate** means the whole of the land situated at 88 Astartea Glade Parryville, and for the avoidance of doubt, includes the Venue and a Residence.

**Event** means the wedding being performed at the Venue, and includes the ceremony, reception, and the period during which a Residence is hired in connection with the wedding.

**Force Majeure Event** means, to the extent the event or its consequence was not caused or contributed to by party claiming the Force Majeure Event, any event which is

beyond the control of a party, including one or more, or a combination, of the following:

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- (a) Lightning, natural disasters, cyclones, earthquakes and tsunamis;
- (b) Civil riots (other than immediately before, during or after the event which involve the client or a guest in connection with their attendance at the event), rebellions, revolutions, insurrections, military and usurped power, act of sabotage, act of public enemy and war (declared or undeclared), civil war or terrorism (or proximate threat thereof);
- (c) Nuclear or biological contamination, ionising radiation or contamination by radioactivity;
- (d) Epidemic or pandemic;
- (e) Fire or explosion;
- (f) Interruption of any public utility, including water, gas or electricity;
- (g) A requirement of law, which (either separately or together) directly causes Parrys Estate or the Client to be unable to comply with all or a material part of its obligations in accordance with the Agreement.

**Guest** means any person (other than Parrys Estate its officers, agents and servants, or an Approved Supplier) present at the Estate for the purpose of the Event.

**Month** means a calendar month.

**Off Season** means the period each year that is not Peak Season.

**Parrys Estate** means A McHugh and D.A Williams (a partnership) trading as "Parry Beach Breaks".

**Peak Season** means the period from 1 October one year to 1 May the following year.

**Prohibited Item** means any of the following:

- (a) A weapon prohibited by law;
- (b) A drug prohibited by law;
- (c) Pampas grass or other noxious weed (including in floral arrangements);
- (d) A canned alcoholic beverage;
- (e) A motorcycle designed to be used off-road;
- (f) A remote-controlled pilotless aircraft or small flying device (e.g. a drone);
- (g) Any other thing that parry beach breaks makes aware to the client (including by the use of a sign) is prohibited at the Estate or a part of the Estate.

**Security Bond** means the security bond mentioned in clause 4.1.

**Variation Fee** means a fee equal to 25% (where the first date of the Event was during the Off Season) or 50% (where the first date of the Event was during the Peak Season) of the Venue Hire Fee.

**Venue** means the venue specified in the Agreement.

**Venue Hire Fee** means the amount specified in the Agreement as the Venue Hire Fee.

**Year** means a calendar year.

27.2. Any references:

- (a) to the singular includes the plural and vice versa;
- (b) to any gender includes all genders;
- (c) to persons includes all bodies and associations both incorporated and unincorporated;
- (d) to any legislation or regulation includes all amending and succeeding legislation and regulations;
- (e) to the word 'including' is construed without limitation;
- (f) to a clause means a clause in the Agreement; and
- (g) to paragraph headings are for reference purposes only.

27.3. Unless expressly indicated otherwise all amounts referred to are inclusive of GST.

27.4. Anything that must be given in writing may be sent by email.

27.5. In the event of any dispute or difference arising as to the interpretation of the Agreement or as to any matter or thing contained in the Agreement, the decision of Parrys Estate after consultation with the Client, is final and conclusive.

27.6. Where there is an inconsistency between these Terms and Conditions and the Agreement, the latter prevails.