



# Terms and Conditions

## 1.0 DEFINITIONS

In these Terms and Conditions unless the context indicates otherwise:

- a) Booking Form means any booking form submitted by You to us;
- b) Event means the wedding on the date agreed upon by You and us;
- c) Event Date means the date agreed upon by You and us;
- d) Event Services means the services specified in the event package in the booking confirmation or the services agreed upon by You and us
- e) Force Majeure means any cause or circumstance beyond Montrose House reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lock-outs, labour disputes, fires, floods, acts of god or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by a government or any semi- government authorities or embargoes;
- f) Montrose House means Montrose House Operations Pty Ltd ABN: 55637751547
- g) Premises means the premises located at 11 Ormond Street, Sutton Forest NSW 2577;
- h) Total Estimated Cost means the total estimated cost of the Event Services, as advised by us to You;
- i) You/your means the client obtaining the Event Services;

## 2.0 PROVISION OF SERVICES

Subject to these Terms and Conditions, Montrose House:

- a) grants to you a license and authority to use the Premises on the Event Date; and
- b) agrees to provide the Event Services to you for the purpose of presenting the Event.

These terms and conditions do not create a tenancy or any other relationship between Montrose House and you other than that of licensee and licensor.

You must not on-hire any part of the Premises.

## 3.0 TENTATIVE BOOKINGS/DEPOSIT

You acknowledge a tentative booking will be held for five (5) days only. The booking is not considered confirmed until Montrose House has received your Deposit (as specified in clause 4.1 below). If your Deposit is not received within five (5) days your tentative booking will expire and your date will be available to be booked by others. Once we have received your deposit, we will send you a receipt and confirmation of your booking.

## 4.0 PAYMENT



The total Event Fee is payable in 4 installments as set out below.  
The Event Fee and all payments below include 10% GST.  
All payments to be made by direct transfer into our bank account.

#### **4.1 DEPOSIT**

On returning the contract (within five (5) days of tentative booking) a non-refundable deposit (25% of Total Fee) must be received by Montrose House.

#### **4.2 6 MONTH PROGRESS PAYMENT**

At least six (6) months before your Event a tax invoice will be sent to you from Montrose House for twenty-five percent (25%) of the Total Estimated Cost of your booking (the Progress Payment 1). Payment for this invoice must be received by Montrose House six (6) months prior to your Event. This payment is strictly non-refundable.

If fifty percent (50%) of the Total Estimated Cost of your booking is not received six months (6) before your Event your booking will expire, your date will be available to be booked by others and you will forfeit your Deposit.

#### **4.3 3 MONTH PROGRESS PAYMENT**

At least three (3) months before your Event a tax invoice will be sent to you from Montrose House for twenty-five percent (25%) of the Total Estimated Cost of your booking (the Progress Payment 2). Payment for this invoice must be received by Montrose House three (3) months prior to your Event. This payment is strictly non-refundable.

If seventy five percent (75%) of the Total Estimated Cost of your booking is not received three months (3) before your Event your booking will expire, your date will be available to be booked by others and you will forfeit any Progress Payments and your Deposit.

#### **4.4 14 DAY FINAL PAYMENT**

By fourteen days (14) before your Event a tax invoice will be sent to you from Montrose House for one hundred percent (100%) of the Total Estimated Cost of your booking, plus Catering Charges, Beverage Package and any additional amounts which have been agreed between you and Montrose House for services (for example: table cloths, styling options, extra food and beverage options) (the Final Payment) less the Progress Payment amounts and Deposit already paid. Payment for this invoice must be received by Montrose House fourteen days (14) prior to your Event. This payment is strictly non-refundable.

If the costs specified in this clause 4.4 are not received fourteen days (14) before your Event your booking will expire, your date will be available to be booked by others and you will forfeit your Deposit and Progress Payments.

#### **5.0 BAR/DRINKS**



Montrose House is a licensed venue. Drinks of any kind are not permitted to be brought onto the estate. As a licensed venue, Montrose House complies with all legal requirements in regards to the service of alcohol. You and your guests are not permitted to bring alcohol onto the premises.

The cost of the drinks package will be included in your Total Estimated Costs for the Event and must be paid for in accordance with clause 4 above. Charges are based on a set amount per head for 6.5 hours (e.g. 4pm to 10.30pm) and we provide a continuous service of drinks during that time.

## **6.0 CANCELLATION**

If you cancel your tentative booking before Montrose House has received the Deposit you will not be liable for any costs, however, your booking will expire and your Event Date will be able to be booked by others.

If you cancel your confirmed booking after the Deposit has been received by Montrose House you will forfeit the Deposit and your booking will expire and your Event Date will be able to be booked by others.

If you cancel your confirmed booking after the 3 months and/or 6 months progress payments have been received by Montrose House you will forfeit the Deposit and the Progress Payments and your booking will expire and your Event Date will be able to be booked by others.

If you cancel your booking after Final Payment has been received by Montrose House you will forfeit the Deposit and the Progress Payments and Final Payment and your booking will expire and your date will be able to be booked by others.

A change of date of your Event is only possible in exceptional circumstances such as a medical condition and entirely at the discretion of Montrose House. If a change of date is granted this will **not** be considered the same as a cancellation, and you are able to select another available date (at the discretion of Montrose House) at revised package costs (if applicable) for that date.

## **7.0 MINIMUM NUMBERS**

The minimum number of guests for an Event at Montrose House is 50 for Fridays and Saturday only. The maximum number of guests including bride and groom is 130.

## **8.0 FINAL NUMBERS**

You must advise Montrose House of the final number of people attending the Event at least two weeks prior to the Event Date.



Montrose House is unable to offer a refund if you reduce your number of people. If the guest number drops below 50 for Fridays and Saturdays, the food and beverage packages will have to be paid for 50 guests regardless.

#### **9.0 EVENT DURATION**

The following event durations must be strictly adhered to. The event must not exceed 8 hours from 30 minutes prior to the ceremony time with the arrival of the guests. An Event at Montrose House is not permitted to commence before 10am or finish later than 11pm. Guests must arrive and depart not more than 30 minutes prior to commencement of the ceremony or conclusion of the event.

#### **10.0 CHANGES TO ADVERTISED PRICING, MENUS OR AVAILABLE FACILITIES**

Cutlery, crockery, equipment and chair menus are indicative only and may change.

While every endeavor is made to maintain prices as printed, these may be subject to reasonable increase due to reasonably unforeseen factors. In the unfortunate event that this occurs these fees will be on-charged to you.

Montrose House is heritage listed and a significant portion of your wedding costs goes towards maintaining the Homestead and gardens. We run a regular maintenance program and we do our best to avoid this having any impact on your Event, however, from time to time some advertised facilities and places in the garden may be unusable due to maintenance, repair or improvement. Montrose House makes equipment and furniture available to you; however, some advertised equipment might be unusable due to repair or replacement. In these cases, Montrose House will endeavor to provide suitable alternative substitute equipment.



### **11.0 CONDUCT AT AN EVENT**

You agree to begin your Event at the scheduled time and agree to have all guests, invitees and other persons vacate Montrose House shortly after the conclusion, the latest being 11pm. The bar will close at 10.30pm or half an hour before the conclusion of the event whichever is earlier. Entertainment must finish by 10.50pm and the Finale must be completed by 11pm.

You and your guests must conduct yourselves in an orderly manner and in full compliance with applicable laws. You must use all reasonable endeavours to ensure no disturbances or nuisances will be caused to any guests, visitors or neighbours of Montrose House.

Management reserves the right and will remove any guest from the Event whose behaviour is objectionable or undesirable.

### **12.0 ENTERTAINMENT AND NOISE RESTRICTIONS**

Due to the location of Montrose House all music/entertainment must cease no later than 10.50pm. This is a Council requirement.

Amplified music outside the Hall or in the grounds is not permitted, except through our garden sound system and only before 6pm.

Amplified music within the Hall is only permitted using the Montrose House sound system. All musicians and DJs must use the Montrose House amplifier and speakers. Management record sound levels and reserve the right to turn or shut down any amplified music at any time to comply with licensing requirements.

The management reserves the right to control the quality, style and volume of any entertainment booked. All entertainment in every form must be discussed and approved prior to your Event.

### **13.0 VENUE ACCESS, EQUIPMENT, DELIVERIES, EVENT SETUP, EARLY ACCESS TO THE VENUE AND CLEAN-UP**

Montrose House will be open the day prior to the scheduled Event for drop-off and deliveries only with a suitable time to be arranged in advance with the venue. These items can be collected the night of your Event.

Clean-up is included in the venue hire fee and all decorations and equipment can be collected the night of the event before 11.30pm. Large items can be placed in storage to be collected the day after your Event before 10am.

Montrose House is happy to dispose of any floral decorations installed during the event. Any floral arrangements wishing to be retained, have to be collected and taken away on the night at the end of the event.

Montrose House does not accept responsibility for damage, or loss of, any client's property left in the premises prior to, during or after a function.



#### **14.0 USE OF THE RETREAT**

##### **only available/ applicable for weddings from January 2025.**

Montrose House grants the use of the Retreat from 8:00am on the day of the Event to 3.30pm (or the ceremony start-time if earlier) for weddings held on a Friday and/or Saturday. The Retreat is to be used for the purpose of getting ready for your wedding (e.g. hair, make-up) with a maximum number of guests of 12 people. The Retreat is to be left in a neat and tidy condition with all personal items removed and the space vacated prior to ceremony start.

#### **15.0 RESPONSIBLE SERVICE OF ALCOHOL**

Alcohol is not permitted to be brought onto the premises (unless by prior arrangement) and must be served by licensed caterers only.

It is illegal to serve alcohol to:

- a) an intoxicated person;
- b) disorderly patrons; or
- c) patrons under 18 years of age.

In accordance with Liquor Licensing Legislation, Montrose House reserves the right to refuse service and/or exclude or eject any guest from the function or from the premises if the client is intoxicated, unruly, aggressive or destructive.

#### **16.0 LOSS OR DAMAGES**

You shall be responsible for any loss or damage to the Hired Facilities or Premises (including fittings and equipment) and any injury to a staff member caused by any guest of or contractor engaged by you or your agents prior to, during or after the function or Event.

You shall also be responsible for loss, theft or damage to their property and or the property of any guest or contractor engaged by you or your agent, left on the Premises prior to, during or after the function and shall indemnify Montrose House in respect of any such loss, theft or damage.

#### **17.0 SECURITY BOND**

Before your Event a security bond will be pre-authorized from your credit card (the Security Bond) or deposited by You via bank transfer. This will only be used by Montrose House to cover any additional, last minute expenditure requested by you or any loss or damage incurred as a consequence or in the course of holding your Event or in consequence of the actions of any guest prior to, during or after the function (including but not limited to any damaged furniture, broken glassware or crockery).

If the Security Bond is insufficient to pay for such loss or damage, you will be responsible for any short-fall.



### **18.0 SMOKING POLICY**

Smoking is restricted to a designated outdoor area. By law no one is permitted to smoke within 6 meters of building entrances.

Smokers must use ashtrays provided by Montrose House. Failure to do so may result in an excess cleaning fee.

### **19.0 FORCE MAJEURE**

Montrose House will not be liable for any loss incurred by you as a result of any required alterations or cancellation of any or all of the Event Services or to observe any of these terms due to an event of Force Majeure. During the continuance of an event of Force Majeure Montrose House's obligations under these conditions will be suspended.

### **20.0 FOOD**

No outside food (including but not limited to chocolate fountains, cheese platters and dessert bars) is permitted except the wedding cake and infant supplies. All food must be supplied and served by the Montrose House Catering Partner.

### **21.0 RECORDING OF YOUR EVENT**

Montrose House reserves the right to use any image, photograph or video taken from the Event, taken by Montrose House for the purpose of any legitimate advertising or marketing activities for Montrose House for use in any media type including but not limited to television, internet, newspaper or other print mediums. For security reasons, Montrose House has a number of cameras throughout the gardens, which are monitored and recorded.

### **22.0 THEMING AND CREATIVE**

At Montrose House we pride ourselves on providing a very high standard and we take great care in making sure all theming and creative installations provided by you are in keeping with the quality of Montrose House. All decorations and any creative theming must be pre-approved by Montrose House.

The following is **not** permitted at Montrose House:

- a) Confetti - even biodegradable!
- b) Fake rose petals in gardens
- c) Streamers, party poppers or flutter guns
- d) Images or signage attached to any part of the building
- e) Sky lanterns, smoke machines or naked flame (other than decorative candles in glass jars)

If any of the above are used at Montrose House by you or your guests we will charge a cleaning fee.



The following **is** permitted outside:

- a) Rose Petals (fresh, dried or freeze-dried)
- b) Dried flowers or leaves such as pot-pourri
- c) Sparklers during night time photographs (limited to 20), but **NOT** the finale
- d) Dry ice and cold pyro machines, but must be set-up and operated at all times by a specialist, insured service provider.

All floral and light decorations must be installed by professional and insured vendors.

Fairy Lights inside the reception space to be fitted by Montrose House only.

Do It Yourself (DIY) florals and lighting are not permitted.

### **23.0 CHANGES TO THESE TERMS AND CONDITIONS**

Montrose House reserves the right to make reasonable changes to these terms and conditions if required at any stage and will provide you with written notice of any changes to these terms and conditions.

### **24.0 GENERAL TERMS**

If a provision in these terms and conditions is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these terms. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.

Montrose House may assign or otherwise deal with the benefit of any contract made pursuant to these terms provided they obtain your consent to the assignment.

All contracts made between you and Montrose House shall be governed by and construed in accordance with the laws of the State of New South Wales. You agree to submit to the non-exclusive jurisdiction of NSW courts for all purposes of or in connection with such contracts.