



FUNCTION BOOKING AGREEMENT and TERMS AND CONDITIONS 2023 -
2025

BETWEEN DARLINGTON ESTATE AND [EVENT NAME]

Tentative Bookings

Tentative bookings will be held by Darlington Estate for a period of **not more than seven days** from your written request to hold a date. If no contact is made from you after the seven days, the date will be released again.

Function Deposit

Should you go decide to proceed with a booking, a **non-refundable deposit of \$500** is required to be paid to secure your date (or the amount agreed with Management). By submitting the deposit, you are agreeing to the terms and conditions form provided to you.

This deposit is deducted from the final payment and is not an additional charge.

Cancellation Fees

In the unfortunate event of a cancellation, written notice is required.

Darlington Estate charges the following cancellation fees:

Notice with more than 90 days is the forfeiting on the deposit.

Notice with less than 90 days is 50% of the minimum spend.

Notice with less than 60 days is 75% of the minimum spend.

Notice with less than 30 days is 100% of the minimum spend.

A change of date or postponement of an event will be treated as a cancellation (see COVID-19 exception below); and above-mentioned fees apply.

These may be waived or amended with the discretion of Darlington Estate.

Conditions Pertaining to COVID-19

In specific response to weddings being affected by COVID-19 restrictions, for example issues with venue guest numbers, lockdown periods, and air travel for interstate and international guests, Darlington Estate agrees to postpone (if requested) the date to a future, similar (in terms of date, pricing, and guest number) date in conjunction with the requirements of the function. A 30-day notice is required to avoid any loss of monies being transferred to the new date. Less than 30 days may incur a small fee for costs.

If you wish to cancel the event completely, the fees listed above will apply in the case of the COVID-19 pandemic and any future pandemics.

Venue Fee

A **venue fee of \$950** only applies to private functions in the main hall when the minimum spend is not hit.

A venue hire fee nor minimum spend is not applicable to functions held in our Gazebo or Conservatory areas.

To secure a complete private area of either the Gazebo or Conservatory, a venue hire fee of **\$200** can be made. Darlington Estate reserves the right to share these areas with other patrons if no venue hire fee is made.

Safety Measures & Accessibility

Darlington Estate is a rustic venue with several different areas and surfaces. Some of these surfaces are uneven. We have placed several warning notices about the uneven surfaces around the venue.

You may wish to alert your guests to the rustic nature of the venue and the flooring in order that they wear appropriate footwear and take care when they are walking around the venue.

All visits to the winery for florist, photography or second viewings must be by appointment only.

If you have guests who require **special needs** and access into the venue and toilets, it is imperative that you raise this up during your enquiry with our team member. This way we can ensure that special care and measures will be taken to accommodate these guests. Important and useful instructions will be provided to you at this time too.

Darlington Estate is an old establishment but has ample accessibility features to comfortably accommodate our guests with special needs however, Darlington Estate does not take on any responsibility or blame for potential inconveniences if we were not given ample notice ahead of time.

Latest Guest Departure Times

Guests must depart by 4.30 pm for functions held in the afternoon.

Guests must depart by 11.30 pm for functions held in the evenings. There are no exceptions to both these timings.

*All functions hosted a day before a public holiday must finish by **10.30 p.m.**

Provisions

What do we provide?

For a **seated dinner functions**, we provide chairs, tables, linen tablecloths, linen napkins, crockery and cutlery, glassware, and printed menus on plain A4 paper.

For a **cocktail functions** we can provide cross back chairs and trestle tables, with optional tablecloths. A gift table and a cake table or wine barrel is also included, plus a speech barrel. You will also enjoy the full complement of our dedicated service staff. Free parking is available on the Estate. Fairy lights are also included by default. A cocktail function may decide to hire tall tables, extra wine barrels, stools, and soft furnishings.

Delivery and collection of all hired furniture must be done by appointment on the day and on immediate conclusion of the event.

What DON'T we provide?

It is your responsibility to arrange

- a florist
- DJ/musicians
- an on-the-day decorator to lay out your tabletop items and gift table items, plus other decorative effects
- cake, cake knife and server
- seating plan & place names (staff can place the menus and place cards as a complimentary service)
- vases, candles, tea lights, gift table items
- microphone, audio equipment (at an additional cost)

These are to be delivered and set up on the day of your function by your stylist; we will provide access to do this 2-hours prior to your guest arrival. Additional time may be available upon request. All contractors must be insured with public liability provisions, have requisite industry qualifications if working at height or with electrical items.

If you are hiring external tablecloths and linen instead of using ours, they must be delivered at least **48 hours** before your function.

Payment Structure

A short time after receiving your deposit payment, an invoice will be generated on your minimum spend. Payments can commence at any time from receiving this invoice.

All credit cards, except Diners Card are accepted. They will incur a surcharge of 1.5%.

American Express card payments incur a surcharge of 3%.

Bank account details:

Corner House Trust

National Australia Bank

BSB: 086-006

Account: 325761684

Guest Attendance and Confirmed Details

Final numbers of guests and dietaries are to be advised **14 days** in writing prior to the function. This number is required for catering purposes and will be the minimum number for which we charge. We suggest that you try and fill the spots of guests who cancel as no refunds will be given, or transfer the cost to a bar tab.

An invoice will be generated on final numbers at this stage and full payment is expected immediately. You are expected to supply any dietary requirements and menu choices at this time along with your seating plan.

Menus

ALL menus that are sent to print **MUST** be pre-approved by Darlington Estate. For an alternate drop menu there can be **no pre-ordering** by guests.

- The hosts selection of Entrée, Main and Dessert are the meals served with variations for allergies and intolerances only. Example, if a vegetarian meal is not one of the two main dishes that have been selected by the wedding couple for their guests, then vegetarians and vegan meals is chef's choice on the day. Menus are not required for cocktail functions.

We cater for dietary requirements only with prior information. It is the responsibility of the guest to inform you of any dietary requirements including allergies. If we are informed on the day of any requirement, we may not be able to accommodate the guest's request.

- Details must be confirmed (**14**) days prior to the event.
- Darlington Estate endeavours to accommodate special dietary requirements for guests who have food allergies and intolerances. While every effort will be made by our committed team of chefs, guests are responsible for their own actions in regard to food whilst at Darlington Estate.

Dietary Requirements

Whilst Darlington Estate will endeavour to accommodate requests for special meals for customers who have food allergies and intolerances (seated dinner receptions only), we cannot guarantee completely

allergy-free meals. This is due to potential trace allergens in the working environment and supplied ingredients. Darlington Estate will cater for any guests with special dietary requirements, i.e., vegetarian, vegan, gluten and/or lactose free, allergies or religious requirements at no extra charge.

If your function has guests with dietary requirements, you must provide a seating plan with place cards for every guest.

Please note:

- Individual dietary requirements or allergies are not catered for with cocktail/canape menus
- We do not cater for buffet style weddings
- We do not permit external food suppliers other than wedding cake

Children

Children's meals (age 2-10 years) are available for **\$20pp**. This cost does not include beverages.

There will be an additional charge if you wish for kids to be allowed unlimited soft drinks throughout the evening alongside your drinks package.

Please see our Function Guide for the menu. All children attending must have the same meal.

Cocktail receptions can discuss children's food requirements with Darlington Estate directly.

Due to health & safety regulations and public liability concerns, all children must be always supervised by a responsible adult. Guests who continually allow their child/ren to cause disturbances or pose a risk will be asked to remove their child/ren from the venue. Children must not be left unattended in vehicles on the premises.

BYO Cake

Our staff at Darlington Estate will not handle or assemble your own cake. Cake makers must deliver the cake directly to the table or barrel and Darlington Estate cannot be held responsible for any damage caused to the cake whilst in situ. Refrigeration, storage, or removal of leftover cake is not the responsibility of Darlington Estate.

Darlington Estate does not charge a standard cakeage fee if a guest member handles the cake themselves by cutting it on their own and plating up on platters (provided by us).

However, should you wish for us to professionally cut and plate up your cake on platters for guests to self-serve, you will be charged **\$1.50** per guest.

Should you wish for us to professionally cut and plate up your cake on individual plates, you will be charged **\$4.50** per guest.

Darlington Estate does not generally provide a cake knife or server, you must bring your own, or select it as part of your cake package with your cake provider.

Although should you require, Darlington Estate can provide a cake knife on the day if advance notice is given.

Tea/Coffee

A plunger coffee and tea station can be arranged for your guests during dessert service at additional cost of \$3.30 per cup for each guest. We do require a minimum of order of 25 cups to be pre-ordered for this station. The station consists of self-serve tea and black coffee with a hot water urn, a selection of teas, and full cream and skim milks. Alternative milks can be arranged at an additional cost.

Darlington Estate prepares sufficient tea and coffee for the number of cups purchased. We recommend organising enough cups for over 75% of your guest count to accommodate more guests.

Event Set-Up

Set up **MUST** be on the day 2 hours before the start time of your event (or by specific alternative arrangement), and pack down at the conclusion of the event. Additional time is strictly by prior agreement and may incur a fee. Florists must clean up any debris they make and dispose of away from the premises.

Decorations must be approved by the functions manager in writing. Confetti and glitter are not permitted and will result in a cleaning fee charged.

Hanging Installations

All fixed floral and or electrical installations must be pre-advised, and the method of affixing agreed to. Floral, electric lights or any hanging installations must be done by a professional with insurance, industry permits and their own ladders and equipment. Any installation requires a detailed plan pre-submitted for approval, including method of hanging and materials used. Darlington Estate does not store any items used by vendors to set up the venue. Darlington Estate does not accept any responsibility for items missing or broken.

A vendor that causes damage to the property will be notified to you, and the cost of repair borne by you.

All installations must be removed on the night, unless by prior approval. Please arrange a quote from your vendor for this.

Please note that pampas grass is not permitted at this venue.

Display and Signage

Nothing shall be nailed, stapled, screwed, or adhered to any door, wall, ceiling, fixture or surface at Darlington Estate. Permission must be sought to hang anything. Please make sure your florist is aware of this and liaises with Darlington Estate regarding the full details of their services.

Vendors

You are expected to provide the names and contact details of all suppliers who will be delivering a service for you at Darlington Estate. The vendor is required to provide a comprehensive description of the work they are contracted to do.

Drop off and pick up times are pre-arranged. Collection at midnight of all decorative items/hired chairs/flowers is expected unless a prior arrangement is made. All items not picked up within 48 hours will be disposed of.

Run Sheet (if applicable)

It is your responsibility to ensure that your photographer and DJ's (if any) run sheets are the same as the venue run sheet. Any changes must be communicated to the venue to be approved.

Vendor Meetings

Meetings you arrange with vendors must be offsite unless prior arrangement has been made with Darlington Estate.

Please note Darlington Estate has a private residence on the grounds so viewings in the vineyard with your photographer are strictly by appointment only.

Dance Floor

Darlington Estate does not provide portable dance floors. Dance floors can be hired from an outside vendor, but it is not essential. If the day of your function is forecast rain, or if there is even a slight chance of rain, your hired dance floor will be set up inside and this is **non-negotiable**.

Set up and Pack Away

It is your responsibility to organise a Vendor, if needed, to set up your event space. Set up times are strictly on the same day of the event on the day at a time agreed upon by Darlington Estate (default is 2 hours prior to guest arrival).

Pack away of all large items must be done at the conclusion of the function by yourself or your vendor.

Darlington Estate accepts no responsibility for any loss, damage or breakage to any item left overnight. Darlington Estate do not 'sign off' on items, the contract for all hiring and services provided are between the couple and the vendor.

It is your responsibility to advise Vendors that pick up of their items must be done at the same time of guest departure, or a pre-arranged time, and there is NO handling by Darlington Estate unless by prior arrangement and a fee charged.

Cleaning Fees

As we are a natural bush setting, confetti is restricted to small amounts of natural leaf confetti, such as gum leaves. Flower petals, streamers, glitter, rice, or confetti cannons are strictly prohibited at Darlington Estate. If this rule is breached, then a fee of **\$300 is charged**.

A rare event, but important enough to remind you nonetheless that should we be required to clean up after a guest if they vomit, then a fee of \$300 is charged.

Transport

Guests requiring a taxi are advised to pre-book in advance. All guests must have left the premises by 11.30pm.

Darlington Estate is an approximate 35-minute drive from Perth CBD and Crown Towers Perth.

A bus hire & charter is recommended to transport your guests back to their main place of accommodation or city centre upon the conclusion of your event from Darlington Estate.

Our recommended bus hire company is:

Thomson Coachlines

www.thomsoncoachlines.com.au

coach@thommo.net

(08) 9493 6199

(08) 9459 9177 (Fax)

ALCOHOL CONSUMPTION

Darlington Estate Wines

All Darlington Estate Wines are subject to availability, and management reserves the right to substitute any wines when necessary.

Responsible Service of Alcohol

Any guest showing signs of intoxication will be refused service whether a drinks package is in place or not.

Drink Packages

Our drink packages commence at a pre-arranged time. During this time, only bar service is offered for all drinks. Only bottles of wine and carafes of water can be served on the tables if requested. There is a strict start and end time, and this will be adhered to. Guests will not be permitted to 'stockpile' drinks for when the package ends or is close to ending.

Darlington Estate reserves the right to decline any drink order from guests if staff deems it to be either excessive stockpiling, or if the guest appears intoxicated.

What is in the drinks package?

- Darlington Estate Sparkling Wine
- Selection of Darlington Estate White
- Selection of Darlington Estate Red
- Mountain Goat Tap Beer and Cider
- A selection of soft drink

Alcohol consumed outside of the package must be any of the following and your preferred option advised in advance:

- Cash Bar where guests buy their own.
- Bar Tab with Credit Card details provided before the event.

Please note: All guests over the age of 18 will be included in any drink packages. We do not make exceptions for adults who make a personal choice for any reason to not drink alcohol.

Outside Alcohol

All alcohol is supplied by Darlington Estate. There is a strictly no BYO provision, which includes spirits, alcohol bonbonnières and gifts (other than take home gifts).

We are licensed within our restaurant and gardens, but there are restrictions according to boundaries approved by Racing, Gaming and Liquor. The vineyard area is a strictly no smoking, and no alcohol area.

NOISE POLICY AND HAZARDS

Smoking, sparklers, and naked flames

Darlington Estate is in a high-risk area in relation to bush fires. Sparklers and naked flames are Strictly Prohibited in any external location between October and April in accordance with DFES and any changes they make depending on weather conditions (Darlington Estate reserve the right to extend these times at their own discretion). Candles on the interior of the property may be used on tabletops. They must be properly enclosed inside glass hurricane vases with a difference of 5cm from height of flame to top of glass, and no wax must be able to leak.

Permission to use sparklers between May and September must be approved by Management.

We have a designated outdoor smoking area with butt buckets provided. Please use them. If guests are seen acting in a dangerous manner, they will be asked to leave the premises.

Music

Darlington Estate is a popular functions venue located in the Perth Hills.

We have a large acreage, but we do have neighbours on three sides. Not only do we pride ourselves on being one of the premium venues in WA, we also like to be good neighbours. When DJs, Bands or musicians play, we have the following rules:

The following is information that your music provider (DJ and/or live musicians) needs to be sent prior to your event.

Darlington Estate Noise Policy

1. The decibel reading at our gate must not exceed 55 decibels at all times. DJ's and bands are expected to do a soundcheck to ensure this.
2. No sub woofers allowed.
3. Bass to be turned very low at all times.
4. Speakers to be set up facing the restaurant building, not towards the bush.
5. Speakers to be tilted forward to direct the sound towards the ground, as much as possible.
6. Volume of speakers to be set to a reasonable level.
7. Darlington Estate staff will monitor noise levels throughout the evening. If it is deemed too loud, you will be asked to turn it down.
8. If you do not reduce the volume to the level requested, we reserve the right to turn the music off.
9. Music MUST be turned off at 11.30pm, no later, no exceptions.
10. Live bands with drum kits, brass instruments, electric guitars etc must play in the indoor area.

We need written confirmation from you - email is fine, that you have received and understood, and a copy of this email has been given to your DJ/Musician. Your understanding concerning this matter is greatly appreciated.

Vineyard Photography

Please see separate 'Vineyard Photography Terms and Conditions' document for you and your photographer to sign.

You are required to read and initial ALL pages and by signing this document you are agreeing to all the above Terms and Conditions.

Print Name	Signature	Date
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Print Name	Signature	Date
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