

Darlington Estate  
**Functions** Terms and  
Conditions

## 1. Introduction

These terms and conditions outline the rules and regulations for functions celebrated at Darlington Estate. By booking Darlington Estate as your events venue, you agree that you have carefully read and will strictly comply with these terms and conditions.

## 2. Bookings and Tentative Dates

All tentative dates not confirmed within 10 days will be made available for alternative bookings. To confirm your booking, a non-refundable deposit of \$500 is required within 10 days. This deposit is taken off the total account at the end of your event and is not an additional charge.

Upon payment of your deposit, you are hereby agreeing to the terms and conditions listed within this document for your event at Darlington Estate. These terms and conditions are available upon request as per your event order.

## 3. Final Numbers

Final numbers and menu selection must be confirmed at least **30 days prior** to your function. This is the minimum number of guests for which you will be charged. Any additional numbers will be charged accordingly on the day.

## 4. Minimum Spend

The minimum spend amounts to occupy our entire restaurant is outlined in our Functions Guide for private events held in the Main Hall. In the event minimum spend is not achieved, the balance between the minimum spend and the actual spend will be charged to your account. The final decision and charge will be subject to management approval.

## 5. Menu

Darlington Estate offers a variety of choices for our functions.

Should your party size be 20 or less, you may opt to order from our seasonal a la carte menu (changes monthly, new menu released on the final day of the month prior). However, we will require pre-orders for this option for efficient and seamless food service on the day. *(Note: Steaks ordered on this option will all be made with the same wellness).*

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Alternatively, you may select one of our pre-existing function package menus.

Should your party size be greater than 20 however, you will only have the choice of one of one of our pre-existing function package menus.

## **6. Cancellation Fees**

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

Darlington Estate charges the following cancellation fees:

- Notice with less than 60 days is 50% of the deposit retained, or deposit carried over to a future available date.
- Notice with less than 30 days is 100% of the deposit retained, or deposit carried over to a future available date.

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.

## **7. Payment Structure**

A short time after receiving your deposit payment, an invoice will be generated on your total spending. Payments can commence at any time after 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

## **8. Dietary Requirements**

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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 celebration cakes

### **9. Cakes**

Our staff at Darlington Estate will not handle or assemble your celebration cakes. 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 provide a cake knife or server, you must bring your own, or select it as part of your cake package with your cake provider.

### **10. Tea/Coffee**

A plunger coffee and tea station can be arranged for your guests during dessert service at additional cost of \$3.50 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 English Breakfast tea and black coffee brewed in a percolator, full cream and skim milks, and sugar and stevia. Alternative milks can be arranged at an additional cost.

### **11. Client Responsibility**

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Packing away of all large and/or fragile items must be done at the conclusion of the function by a vendor/host/guest.

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 host and the vendor.

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

### **10.1 Cleaning Fees**

As we are in a natural bush setting, confetti are 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.

### **12. Event Set-Up**

Set up MUST be on the day 2 hours before 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.

It is your personal responsibility to organise the drop-off times of your hired items with your vendors.

Darlington Estate accepts no responsibility for any late deliveries by external vendors.

### **11.1 Hanging Installations**

All fixed floral and or electrical installations must be pre-advised, and the method of affixing agreed to.

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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.

### **11.2 Courtesy Favours**

Darlington Estate offers courtesy favours such as placing down your menus, bonbonnieres and place cards. We will require these items to be delivered at least 2 hours before your event and place cards to be arranged in order based on tables. Should you require us to perform these favours with place cards not in order, there will be an additional fee of \$150 charged.

### **11.3 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.

## **13. 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.

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

#### **14. Entertainment and Photography**

Darlington Estate has a sound system; you can play your own music via a smart device throughout the course of your function at no cost (only applicable for privately booked events in Main Hall).

Alternatively, you may wish to hire an external DJ or musician or photographer. Approval must be given by Darlington Estate for all entertainment. We do reserve the right to refuse any entertainment that we deem to be inappropriate.

Our Noise Policy strictly applies to external sound entertainers.

#### **15. Drink Packages**

If applicable, our drink packages commence at a pre-arranged time. There is a strict start and end time, and this will be adhered to. Guests will not be permitted to 'stockpile' drinks such as ordering bottles of wine close to the time when the package ends.

Announcement of last drink 15 minutes or less before the package ends / bar closes either by your DJ or MC, is not permitted. This causes a rush and stress for both your guests and staff and does not leave for a memorable experience.

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.

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### **16. Outside Alcohol and Smoking**

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.

There is a designated smokers corner at the estate, no smoking should take place anywhere else on the grounds. We do not take littering of buds lightly. Should cigarette buds be found in a non-smoking area after your wedding, a fee may be charged.

### **17. 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 however, 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 events 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:

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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 should your event conclude at midnight.
10. Live bands with drum kits, brass instruments, electric guitars etc must play in the indoor area.