



HIRING A VENUE AT ARALUEN TO HOST AN EVENT

Araluen Botanic Park's stunning bushland landscape sets a memorable scene for so many events during the year. With a stunning natural backdrop, and cultivated garden spaces the Park hosts music concerts, treasure hunts, civic events, garden festivals and live art exhibitions. We are a popular picturesque location for weddings and live theatre productions.

Araluen is the perfect place to host an event.

If you would like to book a venue please **read the terms and conditions and complete the Event Booking Request Form found at the bottom of this document.**

The booking is not confirmed until you receive written confirmation from Araluen Botanic Park.

---Venue hiring for Weddings---

Please note that different fees and processes apply to hire a venue to host a Wedding at the Park. Please head to the below link to find out more <https://araluenbotanicpark.com.au/garden-weddings/>
Enquiries can be sent to weddings@araluenbotanicpark.com.au

TERMS AND CONDITIONS

1. General

1.1. These T&C apply to all Services provided by ABP.

1.2. By making a Booking, the Hirer agrees to the T&C and the legal relationship between ABP and the Hirer is governed by these T&C.

1.3. Any variation to these T&C may only be made with the written consent of ABP, such consent being at ABP's absolute discretion.

1.4. ABP take no responsibility for the suitability of the Services and or the Equipment for the Hirer's requirements, and it is the Hirer's responsibility to ensure that all Services and or Equipment are suitable for the Hirer's needs.

2. Interpretation

"ABP" means Araluen Botanic Park Foundation (Inc) and its directors, employees, servants, volunteers, agents, representatives and assigns.

"Bond" means the amount payable to ABP for the provision of the Services, which may be retained by ABP in accordance with these T&C.

"Booking" means the agreement between ABP and the Hirer to provide the Services and any Equipment at the Venue for the Event in accordance with these T&C.

"Equipment" means all items provided to the Hirer from ABP.

"Event" means the event held at the Venue.

"Force Majeure Event" means any act of God, war, terrorism, fire, flood, cyclone or any other extreme weather conditions, loss of power, epidemics or pandemics, industrial disputes, slow-downs or other strike activities, riots or civil unrest, acts of government, semi government or other authorities, state and or federal government restrictions, including but not limited to restrictions on travel and gatherings, inability to obtain any necessary licence or consent and delays caused by sub-contractors, suppliers or other third parties (including telecommunications carriers), material shortages or other disruption to ABP's services beyond its control.

"Hirer" means any person, company, corporation or government agency, or its representative who shall engage the Services.

"Park" means all that land known as 'Araluen Botanic Park' located at 362 Croyden Road, Roleystone In the State of Western Australia.

"Price" means the whole amount payable to ABP by the Hirer for the Services and the Equipment, but does not include the Bond.

"Services" means the hire of the Venue and any Equipment for the Event.

"T&C" means these Terms and Conditions.

"Venue" means the location at which the Event will occur, and at which the Equipment will be delivered to and collected from and used.

3. Booking and Payment

3.1. Bookings for ABP's Services will only be accepted through its online booking system. No tentative bookings will be taken.

3.2. Payment must be made as follows:

(a) A deposit of 50% of the Price, together with the Bond, at the time of Booking ; and

(b) The remaining 50% of the Price no less than 60 days prior to the Event.

3.3. Bookings will only be confirmed upon receipt of the 50% deposit and the Bond by ABP.

3.4. Failure by the Hirer to make payment in accordance with these T&C may result in the immediate termination of the Booking.

3.5. Interest is payable on any amounts outstanding by the Hirer at a rate of 10% per month. Any expenses, costs or disbursements incurred by ABP in recovering any outstanding monies from the Hirer, including dishonoured cheques, debt collection agency fees and solicitor's costs, shall be met by the Hirer and be a debt due to ABP.

3.6. Unless otherwise stated, all amounts payable by the Hirer are exclusive of GST.

3.7. The Hirer agrees to pay GST in respect of any goods or services that ABP supplies to the Hirer and or are supplied to ABP on behalf of the Hirer.

4 Cancellation & Refunds

4.1. In the event of cancellation by the Hirer:

(a) For all Bookings cancelled, 20% of the Price will be forfeited to ABP;

(b) For Bookings cancelled within 7 days of the Event, 100% of the Price will be forfeited to ABP.

4.2. If the Event is rendered impossible by reason of Force Majeure, ABP may, at its absolute discretion, offer the Hirer a refund of a portion of or all monies paid to ABP, offer a credit for such monies and or vary the Booking to allow the Services to be provided as varied. In the circumstances where the Booking is varied by ABP the Hirer shall not have any claim against ABP.

5. Available Dates & Times

5.1. The Park is available for Events all year round during standard operating hours (opening hours may vary with the seasons) excluding major Public Holidays and the period between early to mid August to mid to late October.

6. Bond

6.1. A Bond is required to be paid in accordance with clause 3.2(b) for all Bookings.

6.2. The amount of the Bond is at the absolute discretion of ABP and will be determined at the time of Booking.

6.3. Should the Venue or the Equipment be damaged, rubbish or mess is left behind, or guests do not leave by the Event finishing time, the Bond will be retained by ABP.

6.4. Subject to the Hirer's compliance with these T&C, the Bond, minus any expenses or costs deducted by ABP, will be refunded to the Hirer within 7 days after the Event.

7. Weather

7.1. ABP is a garden open to the elements. In the event of inclement weather ABP reserves the right to cancel the Booking / Event with immediate effect.

7.2. ABP is unable to provide a backup Venue or refund in the case of inclement weather.

7.3. ABP reserves the right to make changes to the Booking in the case of inclement weather, at its absolute discretion, including but not limited to, a change of the Venue and or a change of the Event date and time. ABP will use its best endeavours to notify the Hirer of any changes as soon as possible. In the circumstances ABP Is not liable or responsible for any expenses, costs or loss incurred due to any changes made by ABP to the Booking.

8. Noise Levels

8.1. ABP is a public place and noise can adversely impact the Event, other Park patrons and local neighbours.

8.2. ABP does not permit excess noise at the Venue. The Hirer acknowledges that it will ensure that minimum noise is adhered to and it will not disturb the peace and quiet of other Park patrons and local neighbours.

8.3. The Hirer acknowledges that any use of amplification equipment will be subject to ABP's direction and in compliance with any requirements of ABP, at its absolute discretion.

9. Equipment

9.1. All Equipment is and remains the property of ABP at all times.

9.2. By accepting delivery of the Equipment at the Venue the Hirer acknowledges that the Equipment is in clean condition, in satisfactory working order, is fit for purpose and is of the quality and specifications as ordered.

9.3. Upon delivery of the Equipment to the Venue the Hirer is responsible for the Equipment and shall maintain it in good condition.

9.4. The Hirer shall not affix any fixture or make any alteration to the Equipment without the prior consent of ABP.

9.5. The Hirer shall make the Equipment available for collection by ABP at the Event finish time.

9.6. ABP shall not be liable for any loss or damage arising out of the misuse or abuse of the Equipment by the Hirer and the Hirer agrees to keep ABP indemnified in respect thereof.

9.7. The Hirer will pay the cost of any damage to or loss of the Equipment and authorises ABP to deduct such monies from the Bond.

9.8. The Hirer is unable to supply its own equipment without prior written consent of ABP, at its absolute discretion, and unless it holds the relevant insurance policy, including but not limited to a Personal Liability insurance policy up to \$10 million. A copy of the certificate of currency must be provided to ABP upon request.

10. ABP' Liability

10.1. The Hirer releases, waives, discharges and indemnifies ABP from any and all claims and actions which may be made by the Hirer or any third party, or on the Hirer's or any third party's behalf, for loss in any way related to the Booking, the Services, the Event and or the Equipment, including but not limited to property loss or damage, bodily injury or death.

10.2. ABP shall not in any event be liable for contingent, consequential, indirect, special and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice) and strict liability or otherwise.

10.3. The Hirer's release, waiver, discharge and indemnity:

(a) Applies notwithstanding that any such claim, action or loss may come about, either wholly or in part, due to the negligence of or breach of a contractual term by ABP;

(b) Is intended to be as broad and inclusive as permitted by the law of the State of Western Australia; and

(c) Does not exclude, restrict or modify the application of the Competition and Consumer Act 2010 (Cth), as amended from time to time.

11. Araluen Botanic Park Guidelines

11.1. By making a Booking and or having an Event at the Park, the Hirer is agreeing to and must abide by the Park's guidelines which can be found at:<https://www.araluenbotanicpark.com.au/visit-araluen/park-guidelines/>.

12. Non Merger

12.1. The covenants, agreements and obligations contained in these T&C will not merge or terminate upon the termination of the Booking or these T&C and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

13. Severance

13.1. If any provision of these T&C is wholly or partly invalid, unenforceable, illegal, void or voidable, these T&C must be construed as if that provision or part of a provision had been severed from these T&C and the parties remain bound by all of the provisions and part provisions remaining after severance.

14. Governing Laws

14.1. These T&C and the Booking will be governed and construed in accordance with the laws of the State of Western Australia and the parties submit to the jurisdiction of the Courts of Western Australia for determination of any dispute claim or demand arising out of these T&C and or the Booking.

EVENT BOOKING REQUEST FORM

(do not use this form for weddings)

CONTACT DETAILS:

Contact name: _____

Company (if any): _____

Address: _____

Suburb: _____

Post code: _____

Email: _____

Telephone: _____

Mobile: _____

Are you an Araluen Member? Yes No

Date of Application: _____

EVENT DETAILS:

Event Date: _____

Event Start Time: _____ Event Finish Time: _____

Event Set Up Time: from _____ to _____

Event Pack Down Time: from _____ to _____

Total Number of Hours you require the venue for: _____

Your Preferred Venue (see map at the bottom):

- Amphitheatre
- Bennet's Lawn
- Stinton Creek
- Roundhouse Lawn
- Rose Garden Gazebo
- Mary Hargreaves Pergola

Purpose and description of the Event (please provide as many details as possible)

Estimated number of guests: _____

Do you require power for this event? Yes No

Do you intend bringing any suppliers (i.e. caterers) into the Park? If yes, please describe (any approved suppliers will be required to fill in a contractor's handbook and provide relevant documentation.)

Do you intend bringing any furniture into the Park? If yes, please describe. (external structures such as marquees must be provided by an approved supplier. Please note that it might not always be possible to set up a marquee in your preferred location.)

Do you intend to bring any decorations? If yes, please describe (All decorations must be free standing.)

Do you need to, or have you, notified any relevant agencies concerning this event?

Yes No

If so, who? (Please attach any documentation)

Does the event require Park Management Officer (Ranger) assistance?

Yes No

Are you charging a fee for attendees to attend this Event?

Yes No

Fees

Private events (wedding excluded) with less than 100 guests incur a \$50 per hour fee to hire one of our garden locations plus \$12 per adult and \$8 per child attending. A bond of \$250 applies.

Power and other items can be provided at additional fees, which will depend on the duration of the event.

Other types of events (i.e. commercial events) may incur different fees according to the area, the type of event, the number of participants and other requirements.

Please submit your Booking request and a Team member will contact you to confirm the price.

Fees and charges are reviewed annually and are subject to change without notice.
 The booking is not confirmed until you receive written confirmation from Araluen Botanic Park.

I have read and understood the terms and conditions and agree to abide by these if my request is successful.

Full Name: _____

Signature: _____ Date: _____

Locations available for hiring:

- Stinton Creek Lawn
- Bennet's Lawn
- Rose Garden Gazebo
- Mary Hargreaves Pergola
- Roundhouse Lawn
- Amphitheatre

