

INDAH ISLAND

HAMPTONS FARM ESTATE ACCOMMODATION VENUE TERMS & CONDITIONS

Hamptons Farm Estate is owned and operated by **Indah Island Pty Ltd (ACN 619 256 852) as trustee for The Indah Island Trust trading as either Indah Island or Indah Island & Co ABN 30 853 174 585** and includes its successors and assigns or any person acting on behalf of and with the express authority of Indah Island (hereafter “our”, “we”, “us”, “our Estate”).

These are the terms and conditions under which you (hereafter ‘the Client’ ‘you’, ‘you’ or ‘your’) agree to use the goods and services supplied by us. This agreement expressly supersedes prior agreements or arrangements with you.

These terms and conditions consist of:

- i. The Accommodation Venue Terms and Conditions
- ii. Schedule One, that outlines the package options;
- iii. The “Booking Form”, outlining your chosen package and details including chosen date of event; and
- iv. Hamptons Farm Estate Accommodation Terms and Conditions, as they vary from time to time.

The above documents will be referred to hereafter as “the Terms”.

The Terms below are important because they set out your rights and obligations when using these Goods and Services on your chosen date (hereafter ‘Your Booking’). Please read these terms carefully before booking with us or using our Estate.

On the basis that we do not take “tentative bookings” therefore the Booking Date/s and price quoted will not be confirmed until the Booking Fee is paid in cleared funds to our account and a signed set of these Terms and Conditions are received.

1. THE SERVICES

- 1.1. We offer our accommodation by way of package, which is outlined in the Schedule.

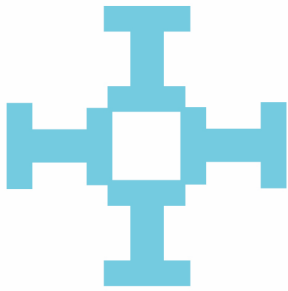
- 1.2. Confirmation of the Booking offered will be agreed between the parties and expressed in the Booking Sheet and finalised invoice provided to you.

2. BOOKING FEE

- 2.1. To book with us, a Booking Fee of 25% of the chosen Package price (including accommodation options) is required to secure your Booking Date (**the Booking Fee**’).
- 2.2. A Booking Fee is required for all bookings and is non-refundable and non-transferable (except where otherwise outlined within the Terms). The purpose of the Booking Fee is to not only secure our Estate and our Goods and Services on the specific day, but to pay for costs and expenses to ensure our Estate is maintained in preparation of your Booking Date.
- 2.3. The Booking Fee has been set as liquidated damages as a genuine estimate of loss suffered in the event that you cancel with us and our Services, regardless of whether we are able to re-book an event in its place. By paying the Booking Fee, you acknowledge and accept that the Booking Fee is not refundable and not transferable unless specified in these Terms.

3. PRICING

- 3.1. All parties executing these Terms will be jointly and severally liable for all payments owing to us. Where a third party is making payment for the Goods and Services, we may require that third party to execute a further agreement.
- 3.2. You should be aware that the prices quoted for the Package contained in the Schedule, may change due to unforeseen circumstances not present at the time of taking your Booking. This includes where your initial expectations have exceeded what was expressed at the time of taking the Booking or you have asked us to provide additional services not contemplated at the time of making your Booking.



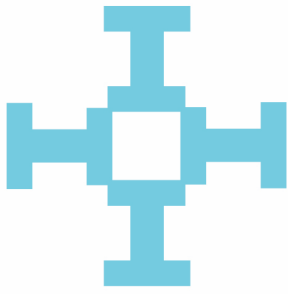
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- 3.3. You are required to pay for the Goods and Services as follows:
- 3.3.1. The Booking Fee as outlined in Clause 2 being 25% of the Package Price;
- 3.3.2. A Progress Payment of a further 37.5% of the Package Price, due five (5) months prior to your Booking Date;
- 3.3.3. A Further Progress Payment of a further 37.5% (remaining balance) of the Package Price and any payment for Additional Services incurred at that stage, due one (1) month prior to your Booking Date;
- 3.3.4. A security bond in the amount of \$2,000.00 by way of a credit card or cash, is to be provided to us 28 days prior to your Booking Date (**'the Bond'**); and
- 3.3.5. A sundry payment for any additional guests or expenses not included in the Booking but incurred leading up to, and on, the Booking Date (**'the Sundry Payment'**).
- 3.4. For all payments we will provide you with an invoice for the Services in advance. Any payments made to us will be made via direct deposit or credit card. When paying by credit card, a merchant fee applies on all credit card transactions.
- 3.5. All prices are GST inclusive and are current at the time of quotation. All packages and Additional Services may be subject to a price increase at any time before the payment of the Booking Fee.
- 3.6. Public Holidays will incur a 15% surcharge of the booking Fee and Estate Hire Fee. We may offer weddings or events on Easter, Christmas & New Year's Eve weekends.
- 3.7. We reserve the right not to provide the Goods and Services if the payments are not made by you in accordance with these Terms.
- 3.8. We may terminate the agreement between the parties where you are in breach of the Terms, including but not limited to the non-payment of invoices. Where we terminate the agreement for breach, you will be responsible for all Fees and disbursements incurred or accrued prior to termination.
- 3.9. We reserve the right to cancel the Booking at any time prior to the Booking Date, in extenuating circumstances, and with no liability other than to repay any amount of the Price paid in advance of the cancellation less the non-refundable Booking Fee.

4. POSTPONEMENTS AND CANCELLATIONS

- 4.1. You may cancel this agreement at any time, by notifying the Estate in writing and by doing so, you forfeit the Non-Refundable Booking Fee and any monies paid to date. Cancellation does not affect your obligation to pay for Services already provided.
- 4.2. In the event that you wish to postpone your Booking, and we are able to find another Client to take your original Booking Date, and their booking is of the same, or higher value, the following will apply:
- (i) Where you wish for a new Booking Date to occur within six (6) months of the original date, we will credit all your paid monies (including the Booking Fee) to the new Booking.
- (ii) Where you wish for a new Booking to occur within twelve (12) months of the original date, we will credit all the paid monies but for the Booking Fee and a further Non- Refundable Booking Fee must be paid; and
- (iii) In the event that you wish to postpone your Booking to a date beyond twelve (12) months, this will be treated as a cancellation in



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(iv) accordance with Clause 4.1 and your Booking will be treated as a new one. For the avoidance of doubt, the credit in clauses 4.2 (i) & 4.2 (ii) will only occur once we have secured another Client to take your original Booking Date, to the same value or more.

4.3. In the event that you wish to postpone your Booking, and we cannot find another Client to take your original Booking Date, the following will apply:

- (i) Where you wish for a new Booking Date to occur within six (6) months of the original date, we will retain your Non-Refundable Booking Fee and we will credit all other paid monies but for the Booking Fee. You will be required to pay a further Non-Refundable Booking Fee.
- (ii) Where you wish for a new Booking to occur beyond six (6) months of the original date, this will be treated as a cancellation in accordance with Clause 4.1 and your Booking will be treated as a new one.

4.4. Pursuant to the terms in 4.2 and 4.3, where you attempt to postpone your Booking within the six (6) month period to a date not available due to another Booking, we will provide a credit toward the total monies paid to us on the condition you rebook within six (6) to twelve (12) months from the original Booking Date however you will be required to pay a further Non-Refundable Booking Fee.

5. SMOKING AND USE OF FIRE

5.1. You and your Guests are unable to smoke cigarettes, e-cigarettes, and the like in the Estate, house, studio or in the carpark or ceremony sites. In the interest of public safety, those who wish to smoke must do so in the designated area only.

5.2. Management reserves the right to charge a Cleaning Fee of **\$1,100.00** where these smoking regulations are ignored, and significant cleaning is required to remove the cigarette butts from the premise and carpark areas.

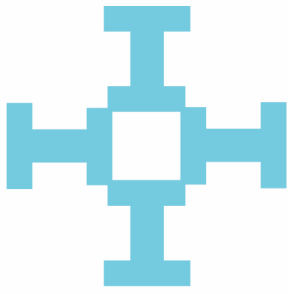
5.3. Given the Estate's location, you acknowledge that the lighting of fire, or use of items with naked flames, is strictly prohibited. Without restricting the applicability of Clause 8, you will hold us harmless, indemnify and keep indemnified us from any fines or prosecution in the event either you or your guests breach any law such as but not limited to fire restrictions or fire damage, crop or property damage. You will be liable for any direct, indirect or consequential loss suffered including being liable for the payment in order to rectify any damaged property so as to be placed back to its original state plus any payment of any fines, damages or charges incurred by us on a full indemnity basis.

5.4. Where candles are being used at our Estate on the Booking Date, all candles must be non-flame based to avoid fire risk and candle wax stains and spillage. In the circumstance where this is not adhered to and candle wax is spilt on the floors and tables, without limiting Clause 8, a separate Cleaning Fee of \$1,100.00 will be charged to you, in order to return the floors and tables into their original state.

6. DAMAGES, REPAIRS AND CLEANING

6.1. You are financially responsible for any repairs for damage to equipment or property, theft or extra cleaning costs which may become necessary due to the damage or other matters caused by guests or your invitees whether accidental or otherwise.

6.2. Where the Estate is returned in the condition it was provided to you, you will be refunded the Bond 7 days from the checkout date. Where items are damaged or lost, and the Bond is not sufficient to cover the loss or damage to the item, you will be liable for any costs above and beyond the Bond amount in order to repair or



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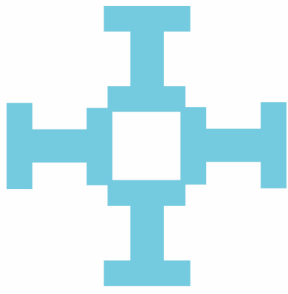
replace the item. It is at our sole discretion as to whether to repair or replace.

- 6.3. General and normal cleaning is included in the costs outlined in the Booking Sheet, however extra charges may be payable if the Booking has created cleaning needs above and beyond the normal standard of cleaning (to be determined at our sole discretion). The damage will be assessed for any major stains, bodily fluids, spillages and the cost associated to clean the area will be charged to you.

7. SPECIAL TERMS AND RESPONSIBILITIES OF THE CLIENT

- 7.1. Adults and Children are required to wear footwear at all times.
- 7.2. Guests must park vehicles in the designated areas only. Where vehicles are parked in non-allocated areas, we reserve the right to claim any damage to the Estate grounds suffered as a result.
- 7.3. You are responsible for ensuring that you, the guests and vendors do not enter restricted areas, such as the residential space on the property unless booked as part of your event. You or any guest or vendor must not enter any areas marked, 'no entry', 'private residence', or the like.
- 7.4. You are responsible for ensuring that children are not placed at risk upon entering or leaving our Estate, including access to, and the use of, our pool facilities. You shall at all times remain solely responsible for the behaviour and safety of all guests using our pool facilities and equipment during the period of your stay.
- 7.5. We reserve the right to intervene with activities in and throughout our Estate on the Booking Date that are subjectively considered illegal, noisy, offensive or dangerous.
- 7.6. You must use your best endeavours to ensure that you, your guests, vendors do not do any of the following:

- 7.6.1. damage or attempt to damage any part of our Estate or its installations, fittings or fixtures;
- 7.6.2. damage, touch, lean against, sit on, move, cover, obscure or endanger any heritage items or displays in our Estate;
- 7.6.3. attach any sign, decoration or other item to any part of our Estate;
- 7.6.4. interfere with or alter any of the irrigation, electrical, security, lighting or sound systems in our Estate;
- 7.6.5. invite or permit into our Estate more than the expected number of guests specified in the Schedule;
- 7.6.6. enter areas of our Estate other than the area specified in the Schedule, except for the areas designated as the route for entry to and exit from our Estate or for use of toilet facilities;
- 7.6.7. create excessive noise or vibration in any part of our Estate;
- 7.6.8. bring into our Estate any flammable materials, or light or maintain a naked flame except in a manner approved by us in writing;
- 7.6.9. take or consume any food or drink outside our Estate, except into any areas specifically designated by our Estate for that purpose;
- 7.6.10. use our Estate for any purpose except the Booking as described in the invoice.



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- 7.6.11. do, say or display anything defamatory, offensive or of a pornographic nature;
- 7.6.12. remove or damage any fixtures, fittings or accessories from the premises;
- 7.6.13. Conduct yourselves, or encourage your guests to, in an antisocial manner (including "hooning" in vehicles) or any activities which may cause damage to the grounds, rural lands, crops or property.

8. LIMITATION OF LIABILITY

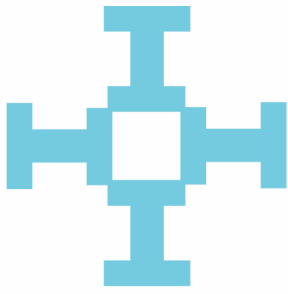
- 8.1. All guests or invitees enter our Estate entirely at their own risk.
- 8.2. To the extent permitted by the law, and regardless of any other clause of these Terms, our liability (which for the purposes of this clause includes its related entities, employees, directors, agents and contractors) to you for any reason related to, or in connection with, the performance of or provision of the Goods and Services at our Estate shall be limited to the amount paid to us by you.
- 8.3. You warrant that you have checked that your vendors and/or contractors have the appropriate insurance in order to provide the Goods and Services for the Booking.
- 8.4. You hereby indemnify our Estate and our employees, volunteers, contractors and agents against and release them from any loss (including legal costs and expenses on a "solicitor and client" basis) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose directly or indirectly from or in connection with:
 - 8.4.1. any breach of this Agreement by you;

- 8.4.2. the hire and use of or access to any part of our Estate;
- 8.4.3. any breach of the Accommodation and Housekeeping Rules;
- 8.4.4. alteration by us of the Package or Additional Services;
- 8.4.5. any actions of your employees, staff, contractors, agents, and invitees, including but not limited to; damage to items and equipment of vendors or surrounding farmlands and property.

- 8.5. We accept absolutely no responsibility for personal effects, equipment or any other items supplied by you.
- 8.6. If any provision in these Terms and Conditions are found to be unenforceable for reasons of invalidity or illegality, the remaining provisions shall not be affected in any way whatsoever.

9. FORCE MAJEURE

- 9.1. The Estate will not be liable or responsible for any failure to perform, or the delay in performance of, any of its obligations under the Agreement that is caused by any act or event beyond the Estate's control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by suppliers (known as 'force majeure circumstances').
- 9.2. If a genuine force majeure circumstance occurs and means that the performance of the Estate's obligations under the Agreement is impossible, we will contact you as soon as reasonably possible to notify you and our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of that force majeure circumstance.
- 9.3. This clause does not apply in circumstances where an event outside of the Estate's control occurs but the circumstances still make the Booking possible (notwithstanding



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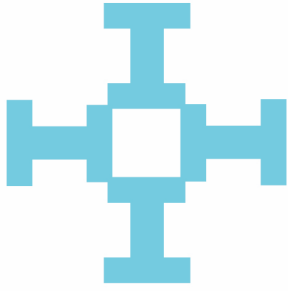
inconvenience or hardship). Both parties acknowledge and agree that Australia is currently in the midst of the world-wide COVID-19 crisis, and in an attempt to reduce person-to-person transmission of the virus, Federal and State Governments may implement certain social and economic restrictions that may prevent the operation(s) of our Estate. As such parties cannot rely upon general restrictions imposed as a result of the COVID-19 crisis as constituting a Force Majeure Event for the purposes of this agreement unless those restrictions make the performance of the contract completely impossible. Should the existing government restrictions continue, be extended or amended, or any further restrictions are implemented which:

- (i) In our reasonable opinion, make it legally impossible for your Booking to take place on the agreed date, then the parties must negotiate in good faith a postponement of the Booking to another mutually agreed and equivalent date (with regards to the below noted package price and minimum spend) with matching terms; should the event be due to take place with 72 hours' notice or less, then a further fee may apply. Resultingly the parties must negotiate in good faith a postponement of the Booking and remaining funds to another mutually agreed and equivalent date with matching terms (with regards to the below noted package price and minimum spend).
- (ii) Allow for the Booking to take place but with a limit on the maximum number of guests attending, then the parties must negotiate in good faith a variation to the maximum number of guests attending the Booking to comply with the government restrictions; or

- (iii) Allow for the Booking to take place but with variations to the terms of the Booking, including but not limited to, room, start/finish times, bump in/out times, guest numbers, room set-up, seating, entertainment, and food & beverage services, then the parties must negotiate in good faith any changes to the terms of the Booking which are necessary to comply with the government restrictions and allow the revised Booking to take place.

- 9.4. If you cancel the booking or vary the booking because the alleged event outside of the Estate's control causes mere inconvenience or changes the Booking in a manner that does not suit you, any fees and charges that are deemed non-refundable remain so and the Estate is only obliged to use its reasonable endeavours to provide an alternative date. Otherwise, Clause 4 will apply as it would be considered termination at your initiative.
- 9.5. In genuine force majeure circumstances, the Estate will endeavour to arrange a new date for the Booking with you after the event outside of its control is over. Parties must use all reasonable endeavours to mutually agree on a new date. In force majeure circumstances, where an alternative date can be provided which has resulted from a force majeure event, the Estate will credit any amount paid already for a date that can be mutually agreed.
- 9.6. If you choose to book again and an event beyond the Estate's control is reasonably foreseeable, based on Government guidance, then the booking is done so at your own risk and the Estate is not liable for any loss suffered as a result of the failure of your second booking to proceed. The Estate is under no obligation to provide a further date as a result of any cancellation or postponement.

10. AMENDMENTS



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Any variations subsequently agreed verbally between the parties and us will form part of these Terms and Conditions once in writing and emailed by us to you.

11. GOVERNING LAW AND JURISDICTION

These terms and conditions, their subject matter and their formation, are governed by the laws of Western Australia, Australia. You and we both agree that the courts in Western Australia, Australia will have exclusive jurisdiction.