

INDAH ISLAND

HAMPTONS FARM ESTATE 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 Venue”).

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 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 Goods and Services.

On the basis that we do not take “tentative bookings” therefore the Booking Date, Package 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. Further, upon accepting these Terms and Conditions, you agree to abide by any rules relating to the Venue, including the Hamptons Farm Estates Accommodation Terms and Conditions, as they vary from time to time.

1. THE SERVICES

1.1. We offer our Goods and Services by way of package, which is outlined in the Schedule.

1.2. Confirmation of the particular service(s) 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**’).

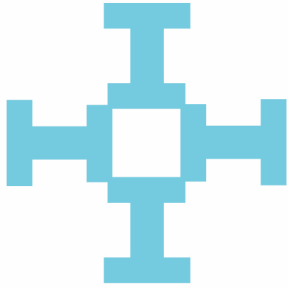
2.2. A Booking Fee is required for all bookings and is non-refundable and non-transferable (except where otherwise outlined within the Terms). The purpose of the Booking Fee is to not only secure our Venue and our Goods and Services on the specific day, but to pay for costs and expenses to ensure our Venue 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

Each of you, as the Couple, 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.

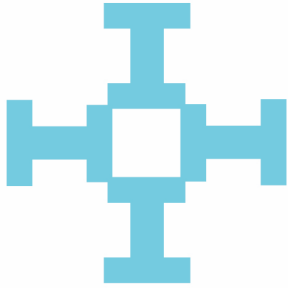
3.1. You should be aware that the prices quoted for the Package contained in the Schedule (**the Package Price**’), may change due to unforeseen circumstances not present at the time of taking your Booking. This includes where your initial expectations have exceeded what was expressed at the time of 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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- 3.2. You are required to pay for the Goods and Services as follows:
- 3.2.1. The Booking Fee as outlined in Clause 2 being 25% of the Package Price;
 - 3.2.2. A Progress Payment of a further 37.5% of the Package Price, due five (5) months prior to your Booking Date;
 - 3.2.3. 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;
 - 3.2.4. A security bond in the amount of \$10,000.00 by way of a credit card or cash, is to be provided to us 28 days prior to your Booking Date (**'the Bond'**); and
 - 3.2.5. 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'**).
- 3.3. 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.
- 3.4. 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.
- 3.5. Public Holidays will incur a 15% surcharge of the Booking Fee and Venue Hire Fee. We may offer weddings or events on Easter, Christmas & New Year's Eve weekends.
- 3.6. We reserve the right not to provide the Goods and Services if the payments are not made by you in accordance with these Terms.
- 3.7. 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.
- 3.8. 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 including the Booking Fee.
- #### 4. POSTPONEMENTS AND CANCELLATIONS
- 4.1. You may cancel this agreement at any time, by notifying the Venue 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 accordance with Clause 4.1 and your Booking will be treated as a new one.
 - (iv) 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.



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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. MENU/FOOD

- 5.1. No food can be brought onto the property unless we have approved you doing so in writing.
- 5.2. We work with a number of preferred caterers and will direct you to these caterers from which to choose. It is expected that you will be required to enter into terms and conditions with the vendor and it is your responsibility to fully understand the rights and obligations of that contractual arrangement. We cannot and will not give you advice on these contractual arrangements and you must take the opportunity to obtain independent advice, whether legal or otherwise, in relation to these contractual arrangements.
- 5.3. It is important that you understand that we are not responsible for the payment of invoices for any vendors that you engage with, whether through our introductions or otherwise.

5.4. Where our preferred caterers are not chosen as the caterers for your Booking Date, you must choose one that carries all necessary licenses, approvals and insurance required and furnish the same, in order to provide the Goods and Services. They must conduct themselves in a professional manner whilst at our Venue.

5.5. In the event that we have permitted the use of an external caterer, you will be required to organise, hire, set up, and pack down crockery, cutlery and glassware. We may make these available for hire to you at an extra Fee. Where the external caterer fails to clean up and take any discarded food, beverages or other related items away, we reserve the right to charge you an additional Cleaning Fee of **\$1,100.00**.

5.6. All handling of food, including the cutting of the cake, must be completed by persons with a food handlers' certificate and relevant insurance.

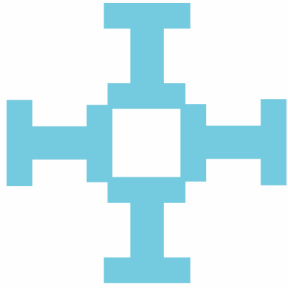
5.7. You acknowledge that if you need to change the date or any other aspect of your planned event, you may risk any monies paid to the vendor and those payments are your responsibility as the contracted party.

6. ALCOHOL / LIQUOR LICENSING

6.1. We are not a licensed venue. The liquor license is held by the approved vendor who is engaged specifically to provide beverage goods and service ('the Beverage Provider').

6.2. As such, the terms regarding the purchase of alcohol will be agreed with the Beverage Provider and yourself. We do *not* offer BYO alcohol outside of the alcohol available from the Beverage Provider. Should guests be seen to be consuming or bringing in beverages not offered by the Beverage Provider, they may be asked to leave the premises. We also reserve the right to remove and discard any alcohol brought into our Venue.

6.3. We uphold the principals of "Responsible Service of Alcohol" and reserve the right to remove any person suspected of being under 18 years of age, or anyone showing signs of intoxication or aggression or signs of other drug use. This is



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irrespective of whether the Beverage Provider has chosen to continue to serve this person.

6.4. We reserve the right to refuse entry to our Venue to any of your guests, invitees or vendors if the person is, or appears to be to a reasonable person, intoxicated or under the influence of other substances. We reserve the right to ask such guests, invitees or vendors to leave our Venue.

6.5. Where the liquor licencing laws are breached by guests and a fine is incurred by our Venue by a breach of a guest, you agree to indemnify us for any loss suffered as a result of this breach, including but not limited to any fines incurred by regulatory bodies.

6.6. No service of alcohol will be subject to the vendors liquor license however service must end one (1) hour prior to the "vacate time" determined by the package you've chosen.

6.7. You are responsible for ensuring that our Venue is vacated promptly (by all your guests, invitees and vendors), by 12.30 am on the morning after the Booking Date. We reserve the right to charge an additional Fee of **\$2,500.00** should our Venue not be vacated by this time.

7. ACCOMODATION

7.1. Where your chosen Package includes accommodation, you will be bound by the terms and conditions contained within our Hamptons Farm Estate Accommodation Terms and Conditions.

8. SMOKING AND USE OF FIRE

8.1. Guests, invitees and vendors are unable to smoke cigarettes, e-cigarettes, and the like in the Venue, 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.

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

8.3. Given the Venue'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 16, 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.

8.4. Where candles are being used at our Venue 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 16, 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.

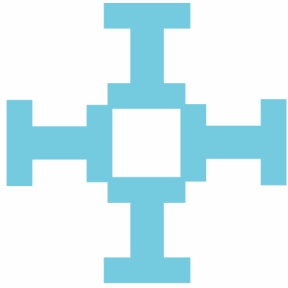
9. USE OF VENDORS OR CONTRACTORS

9.1. You are required to have an event planner or coordinator for your Booking. We do not provide these Services and will not be expected to set up or pack down your event.

9.2. You are required to inform us of all vendors or contractors engaged by you to perform services for or on the Booking Date. The following details must be disclosed to us at latest sixty (60) days prior to the Booking Date and including;

- i) Business name;
- ii) Contact number;
- iii) Expected arrival time; and
- iv) General nature of items being used or brought into our Venue.
- v) Copies of licenses, insurances & safety management plans

9.3. It is your responsibility to ensure all other vendors or contractors that will be in the same location as the goods and services provided have the necessary insurance should any loss, damage or expense be suffered by us.



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- 9.4. We reserve the right to refuse a Vendor or ask a Vendor to leave our Venue, where we determine that the Vendor is not abiding by laws, regulations and by-laws and government or regulatory orders applying to the Booking and our Venue.
- 9.5. All vendors are subject to the same terms and conditions contained below and you are required to inform all vendors that they are required to abide by these terms.
- 9.6. We reserve the right to control volume levels of entertainment at all times or cancel entertainment if requests on volume levels are ignored. Music must cease from 11.30 pm on the Booking Date.
- 9.7. We will not store items prior to the Booking Date unless agreed prior to the Booking Date and we are not liable for any damages that may occur to the previously agreed upon stored items.
- 9.8. All sound, electrical and lighting requirements, signs, banners and decorations connected with the Booking must be approved by us before the Booking Date.

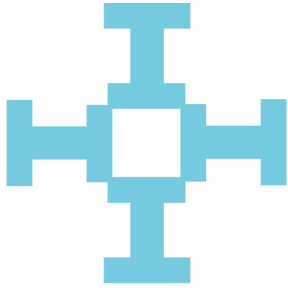
10. DAMAGES, REPAIRS AND CLEANING

- 10.1. 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.
- 10.2. Where the Venue 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 replace the item. It is at our sole discretion as to whether to repair or replace.
- 10.3. General and normal cleaning is included in the costs outlined in the Schedule and 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.

11. SPECIAL TERMS AND RESPONSIBILITIES OF THE CLIENT

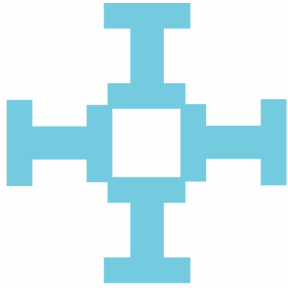
- 11.1. Adults and Children are required to wear footwear at all times.
- 11.2. Guests must park vehicles in the designated areas only. Where vehicles are parked in non-allocated areas, we reserve the right to claim any damage to the venue grounds suffered as a result.
- 11.3. You are responsible for ensuring that you, the guests and vendors do not enter restricted areas, such as the residential space on the property and pool area, unless booked as part of your event. No member of the Couple, guest or vendor is able to enter any areas marked, 'no entry', 'private residence', or the like.
- 11.4. You are responsible for ensuring that children are not placed at risk upon entering or leaving our Venue, 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.
- 11.5. We reserve the right to intervene with activities in and throughout our Venue on the Booking Date that are subjectively considered illegal, noisy, offensive or dangerous.
- 11.6. You must use your best endeavours to ensure that you, your guests, vendors and/or any contractors, do not do any of the following:
- 11.6.1. damage or attempt to damage any part of our Venue or its installations, fittings or fixtures;
- 11.6.2. damage, touch, lean against, sit on, move, cover, obscure or endanger any heritage items or displays in our Venue;
- 11.6.3. attach any sign, decoration or other item to any part of our Venue;



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- 11.6.4. interfere with or alter any of the irrigation, electrical, security, lighting or sound systems in our Venue;
- 11.6.5. invite or permit into our Venue more than the expected number of guests specified in the Schedule;
- 11.6.6. enter areas of our Venue other than the area specified in the Schedule, except for the areas designated as the route for entry to and exit from our Venue or for use of toilet facilities;
- 11.6.7. create excessive noise or vibration in any part of our Venue;
- 11.6.8. bring into our Venue any flammable materials, or light or maintain a naked flame except in a manner approved by us in writing;
- 11.6.9. take or consume any food or drink outside our Venue, except into any areas specifically designated by our Venue for that purpose;
- 11.6.10. use our Venue for any purpose except the Booking as described in the invoice.
- 11.6.11. do, say or display anything defamatory, offensive or of a pornographic nature;
- 11.6.12. remove or damage any fixtures, fittings or accessories from the premises;
- 11.6.13. 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.
- 11.7. You are able to use real, natural flower petals for your event. However, we do not permit the use of confetti, rice, smoke machines, fireworks or related pyrotechnics or similar items in any part of our Venue. You acknowledge that should you wish to use any kind of special effects such as "smoke bombs", you are required to inform us so that we can ensure that local fire authorities are informed. You acknowledge that if there is a fire ban or extreme heat conditions, or during a fire restricted period you cannot use special effects or any fire related applications whatsoever. Without limiting Clause 16, a cleaning fee of **\$1,200.00** may apply if this clause is breached.
- 11.8. Rehearsals in your nominated ceremony space are available by appointment, depending on our availability.
- ## 12. DELIVERY AND PICK-UP OF EQUIPMENT
- 12.1. All deliveries for the Booking must be arranged with and approved by us prior to delivery.
- 12.2. Payment for any delivery of goods must be made by you in advance to the delivery.
- 12.3. No assistance for moving in or out of equipment will be provided by us as this is your sole responsibility and that of your vendors.
- 12.4. You must, at the end of the Booking:
- 12.4.1. ensure the removal of all personal items at the Conclusion of the Event, or with our written permission, no later than 11.00 am on the morning after the Booking Date.
- 12.4.2. leave our Venue in a reasonably clean and tidy condition.
- 12.5. Failure to remove any goods or materials brought into our Venue by or on behalf of you will result in a **\$1,100.00** Disposal Fee.
- 12.6. You must comply with all directions of our management and staff whilst in our Venue.
- 12.7. You may only permit your contractors (such as operators of electrical, lighting or sound systems and any providers of music or other entertainment) to provide services at the Booking if they have first been approved in writing by us to attend.
- ## 13. SETUP



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13.1. It is your responsibility to arrange the set-up of our Venue suitable to your needs and requirements. In the event that hanging installations are planned, such Vendor must have necessary licenses, insurance or approvals necessary.

13.2. Unless otherwise arranged with the Venue in advance "bump in" will be no earlier than 8.00 am on the Booking Date, unless with our prior written approval. You must then "bump out" the following day between 8.00 am and 12.00 pm.

14. DECORATIONS

14.1. It is your responsibility to arrange for decoration of our Venue.

14.2. We do not currently offer Styling Services, and therefore, unless with prior written approval, will be unable to assist with, but not limited to, the placement of name tags, menus, flowers, table centrepieces, chair sashes, backdrops, or any other item that is of a decorative nature.

14.3. We are happy to allow you to decorate our Venue to your liking (subject to our approval and these Terms and Conditions) however it is imperative to maintain safety in doing so.

14.4. We have the sole discretion to allow or disallow certain decorations at our Venue, and where instructions are not followed, we reserve our rights to remove any disallowed decorations.

15. INTELLECTUAL PROPERTY

15.1. You acknowledge that we may take images and/or video of you using our Venue on the Booking Date. You hereby irrevocably waive all copyright rights (including moral rights) in any such images and agree to provide us a royalty free nonexclusive licence to use any such images for our marketing purposes.

15.2. By accepting these terms, you confirm that you have given permission, and sought the permission from your guests and vendors, for us to take images and videos.

15.3. Any photographs, videos or sound recordings taken by you must be for personal use only and must be taken legally. Any use, reuse or

production for commercial purposes without our express written consent is strictly prohibited.

16. LIMITATION OF LIABILITY

16.1. All guests or invitees enter our Venue entirely at their own risk.

16.2. 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 Venue shall be limited to the amount paid to us by you.

16.3. 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.

16.4. You should consider whether wedding insurance is appropriate and upon obtaining that insurance, ensure that you fully understand the coverage of that wedding insurance and its applicability to these Terms.

16.5. You hereby indemnify our Venue 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:

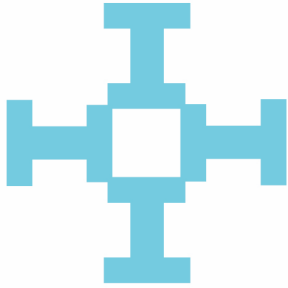
16.5.1. any breach of this Agreement by you;

16.5.2. the hire and use of or access to any part of our Venue;

16.5.3. any breach of the Hamptons Farm Estate Accommodation Terms and Conditions;

16.5.4. alteration by us of the Package or Additional Services;

16.5.5. any actions of your employees, staff, contractors, agents, and invitees, including but not limited to; damage to items and



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equipment of vendors or surrounding farmlands and property.

existing government restrictions continue, be extended or amended, or any further restrictions are implemented which:

16.6. We accept absolutely no responsibility for personal effects, equipment or any other items supplied by you.

16.7. 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.

17. FORCE MAJEURE

17.1. The Venue 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 Venue'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').

17.2. If a genuine force majeure circumstance occurs and means that the performance of the Venue'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.

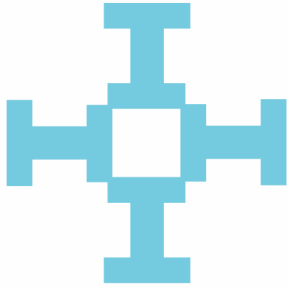
17.3. This clause does not apply in circumstances where an event outside of the Venue's control occurs but the circumstances still make the Booking possible (notwithstanding inconvenience or hardship). Both parties acknowledge and agree that Australia is currently in the midst of the world-wide COVID-19 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 venue. 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

(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.

17.4. If you cancel the booking or vary the booking because the alleged event outside of the Venue's



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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 Venue 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.

17.5. In genuine force majeure circumstances, the Venue 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 Venue will credit any amount paid already for a date that can be mutually agreed.

17.6. If you choose to book again and an event beyond the Venue's control is reasonably foreseeable, based on Government guidance, then the booking is done so at your own risk and the Venue is not liable for any loss suffered as a result of the failure of your second booking to proceed. The Venue is under no obligation to provide a further date as a result of any cancellation or postponement.

18. AMENDMENTS

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.

19. 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.