

# Cruden Farm

## Terms and Conditions

### 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. "The Client" means the party whose name(s) appear on this form.
- 1.2. "The Site" means the area within Cruden Farm, to be used by the Client.
- 1.3. "The Fee" means the total Venue hire incurred by the Client.
- 1.4. "Catering" means any hospitality service provided by Cruden Farm.
- 1.5. "The Event" means the activity to be staged at Cruden Farm.

### 2. BASIS OF AGREEMENT

- 2.1. Cruden Farm shall not be liable for loss of profit or consequential damages under any circumstances, whether based on breach of contract, warranty or otherwise.

### 3. COMPLIANCE WITH LAW & REGULATIONS AND INSURANCE

- 3.1. The Client must comply with and observe laws and regulations applicable to its activities onsite including, and without limitation: environmental, health and safety laws and regulations.
- 3.2. The Client shall not do anything to invalidate or affect any insurance coverage.
- 3.3. Cruden Farm holds general Public Risk Policy Insurance, but it is the Client's responsibility to obtain its own Public and Liability insurance for the Event. Public Liability Insurance with a limit of indemnity at no less than \$10 million is compulsory for all suppliers, contractors and subcontractors. It is the Client's responsibility to receive a certificate of currency for insurance from all suppliers, contractors and subcontractors.
- 3.4. Cruden Farm is accessible to the public and will remain so (unless by prior arrangement), so the Client must remain mindful of other visitors to the property.
- 3.5. Cruden Farm features several water bodies and it is the Client's responsibility to ensure that members of the public do not interact with the lakes and dams. Any event that will possibly involve children must provide qualified Life Guards to protect the public from entering any of the water bodies. Two lifeguards per lake/dam are required to be in situ for the duration of The Event.

### 4. BOOKINGS, PAYMENT AND CONFIRMATION

- 4.1. Cruden Farm may in its absolute discretion accept or reject any application for Venue hire.
- 4.2. Cruden Farm will endeavour to ensure all facilities offered are available.
- 4.3. If there are concerns about safety, conservation or weather conditions, Cruden Farm may withdraw the use of any facility or service.
- 4.4. On signing of a letter of agreement, 50% of the total Venue Fee will be payable to confirm a booking, unless otherwise agreed to in the letter of agreement.
- 4.5. Tentative bookings will not be held for longer than 14 days post the booking being made, unless the Venue hire deposit has been paid in full. If the Fee is not received within 14 days, Cruden Farm reserves the right to allocate the date to another client.
- 4.6. If catering is being provided by Cruden Farm, confirmation of numbers is required two weeks prior to the event and reconfirmation 3 business days in advance. If the Client wishes to increase numbers within this period, Cruden Farm will endeavour to cater for the increase in numbers, which will be charged accordingly. However, Cruden Farm will not provide refunds for a decrease in attendees if notified less than 3 business days before the Event.
- 4.7. The balance of the Venue hire fee and any additional charges (if applicable) will be invoiced 6 weeks prior to the event and are payable no less than 4 weeks prior to the Event unless otherwise agreed in the letter of agreement. Access to Cruden Farm will not be granted until all monies owing have been paid.
- 4.8. If the Client does not fulfil the payment obligations, Cruden Farm will cancel the booking.

### 5. ADDITIONAL FEES AND CHARGES

- 5.1. During an Event staged outside of normal operating hours (8am to 5pm), or where alcohol is served, Security Officer(s) are required to be present. The Security Officer(s) will be provided by a supplier approved by Cruden Farm and will be present for the duration of the Event. Booking and payment of the Security Officer(s) will be the Client's responsibility.
- 5.2. Any additional arrangements requiring in-house services must be organised in advance and are offered under the same Terms and Conditions.

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- 5.3. Arrangements involving external service providers must abide by this form's Terms and Conditions.
- 5.4. The Client will incur a surcharge for any activities that occur outside of the pre-agreed Event times.
- 5.5. Prices are quoted at current rates and are subject to alteration - Cruden Farm reserves the right to alter its prices.
- 5.6. Events held on Public Holidays will incur a surcharge of 40%.

## 6. CANCELLATION

- 6.1. If a Client, having signed the letter of agreement, cancels a booking within:
  - 6.1.1.1. Ten (10) working days or less, 100% of the Venue/Event Hire fee will be payable.
  - 6.1.1.2. Twenty (20) working days or less, 50% of the total fee will be payable.
  - 6.1.1.3. Over twenty-one (21) working days, the fee will be waived.
- 6.2. If Cruden Farm cancels the Event, Cruden Farm will be liable to refund prepaid monies to the Client in full. Cruden Farm will not be held liable for any other cost, expense or loss incurred by the Client.
- 6.3. If the Event is cancelled due to a cause beyond Cruden Farm's control, it shall not be liable for any cost, expense or loss incurred by the Client.
- 6.4. If a Client breaches any of the Terms in this agreement, Cruden Farm has the right to cancel the booking.

## 7. SITE ACCESS

- 7.1. Access to Cruden Farm for the purpose of event installation/dismantling is via the private entry on McClelland Road, between the hours of 8am and 5pm, or by alternative pre-agreed arrangement.
- 7.2. Public access is to be offered via Cranhaven Road, with cars to be parked in the paddocks near that entry point. The Client must provide car parking coordinators during the Event as follows:
  - 7.2.1.1. Events with 100 - 500 attendees will require three (3) attendants
  - 7.2.1.2. Events with 500- 1000 attendees will require five (5) attendants
  - 7.2.1.3. Events expecting over 1,000 participants will require ten (10) attendants.Cruden Farm staff will train the Event's car parking coordinators on the day.
- 7.3. Event staff and volunteers are to enter the property via the private entry on McClelland Drive, where a separate car parking area will be available.
- 7.4. Early access is limited specifically to vehicles required for installation or dismantling, unless by prior written agreement.
- 7.5. No vehicles are permitted under any circumstances to drive on the manicured lawns.
- 7.6. Access to the site is only permitted for the period of the Event (unless agreed in advance).
- 7.7. Access to the site is limited to the number of attendees noted on this form. Cruden Farm reserves the right to turn away people over and above that number.
- 7.8. No cars are permitted to remain parked on site overnight and an impoundment fee of \$800 per car will be charged. Abandoned vehicles will be towed off site at cost to the Client.

## 8. SUPPLIERS, CONTRACTORS AND SUB-CONTRACTORS

- 8.1. Cruden Farm has preferred suppliers for most Event requirements. If a Client wishes to use alternative suppliers, approval must be sought from Cruden Farm no less than ten (10) working days prior to the Event.
- 8.2. The Client is responsible for the actions and behaviour of its suppliers, contractors and sub-contractors.
- 8.3. The Client is required to provide Cruden Farm with the number and names of suppliers, contractors, sub-contractors involved and their expected time of arrival.
- 8.4. Sub-contractors are required to contact Cruden Farm to discuss all logistics, setup, dismantling and property access requirements.
- 8.5. All arrangements with suppliers must be provided to Cruden Farm no less than ten (10) working days prior to the Event.

## 9. SERVING OF ALCOHOL

- 9.1. The following conditions apply if any alcohol is served during an Event at Cruden Farm.
- 9.2. You must contact Consumer Affairs (ph. 1300 65 03 67 or [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)) to determine if a temporary Liquor License is required. If so, a copy of the appropriate Liquor License is required from all suppliers, contractors or sub-contractors and must be received 30 days prior to the event.
- 9.3. Anyone serving alcohol at Cruden Farm must be trained in RSA regardless of the circumstances regarding the Event.

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## 10. INFRASTRUCTURE, CONSERVATION AND CLEANING

- 10.1. Cruden Farm must approve all installation of equipment, marquees and any other constructions.
- 10.2. Furniture and contents belonging to Cruden Farm may only be moved by Cruden Farm staff and agreed to in advance of the Event.
- 10.3. The Client must take full responsibility for any damage caused to any building, walls, floors, fixtures and furniture, underground services, plant material or other fixed or movable items that result from the Event or by the Client's agents, invitees, employees, caterers or associates. Such damage will be rectified at the Client's expense.
- 10.4. At the conclusion of the Event, the Client is responsible for leaving Cruden Farm clean, free of any rubbish and any Client related materials. It is the Client's responsibility to provide an appropriate number of refuse bins on the property and to organise their removal post Event. Any leftover rubbish or materials will be disposed of and cleaned at the Client's expense.
- 10.5. At the conclusion of the Event, Cruden Farm personnel will oversee the pack-down to ensure that Cruden Farm property is not mistakenly removed. Prior to leaving the site, a Cruden Farm team member and a Client representative will make a final inspection of all areas used and, in the event of any damage, produce a written report to be signed by both parties.
- 10.6. The throwing of confetti and rice is prohibited anywhere on Cruden Farm. The throwing of fresh flower petals is permitted.
- 10.7. Food and drink are not permitted beyond the location of the Event.
- 10.8. Cruden Farm is strictly a non-smoking environment. It is the Client's responsibility to inform his/her guests that smoking is not permitted.
- 10.9. The use of smoke machines, candles or other naked flames is strictly prohibited.
- 10.10. To protect the health of lawns, rubber backed picnic rugs cannot be used anywhere on Cruden Farm

## 11. HIRED EQUIPMENT

- 11.1. Any Cruden Farm equipment that has been used must be returned to Cruden Farm in its original.
- 11.2. The use of any equipment other than items that are the property of Cruden Farm must be agreed to at least ten (10) working days prior to the Event.
- 11.3. Deliveries of externally provided equipment must be coordinated via the Cruden Farm Office (9789 1676) or the Farm Manager, Andrew Gobel - (0402 038 610) Delivery personnel must contact Cruden Farm prior to arrival.
- 11.4. Any electrical equipment including lighting, sound systems, etc., must be tested and tagged by a qualified electrician prior to being connected to any power points on the site.
- 11.5. Power at Cruden Farm is limited so the hire of (SILENT) generators may be required. It is the Client's responsibility to organise generator hire, delivery and removal.
- 11.6. If additional toilets are required, re-stocking the paper and cleaning the hired toilets is the Client's responsibility.
- 11.7. The placement of marquees, or any other structures requiring ground pegging must be agreed to no less than ten (10) working days prior to the Event.
- 11.8. Any damage caused by pegging of marquees or other equipment or structures into the ground to cables, pipes or irrigation systems will be the financial responsibility of the Client.
- 11.9. Cruden Farm is not liable for the safety of any externally provided equipment.

## 12. PHOTOGRAPHY

- 12.1. All arrangements with photographers must be advised no less than ten (10) working days prior to the Event to ensure that appropriate site access is available.
- 12.2. Areas to be used for photography must be agreed to prior to the Event and exclusive use requests, need to be provided no less than ten (10) working days prior to the Event.

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## 13. CAPACITY AND LIMITATION OF LIABILITY

### 13.1. Capacity

13.1.1. Cruden Custodian executes this agreement only as the custodian, nominee or agent acting on behalf of the Trustees of the Trust and the Trustees enter into and perform this [deed/agreement] and any transaction contemplated by it only as trustees of the Trust.

13.1.2. For the avoidance of doubt, Cruden Custodian is not a party to, and is not liable under any circumstances to any party under this agreement.

### 13.2. Trustees' limitation of liability 1.

13.2.1. A liability of the Trustees (including for negligence) arising under or in connection with this [deed/agreement] or any transaction contemplated by it is limited and can be enforced against the Trustees only to the extent to which it can be satisfied out of property of the Trust, and the Trustees need not pay or otherwise satisfy any such liability out of other property.

13.2.2. A party to this agreement may not exercise or enforce against the Trustees any right or remedy with respect to, or seek by any other means to have a liability satisfied out of, any property of the Trustees other than Trust property and may not sue the Trustees in any capacity other than as trustees of the Trust.

### 13.3. Definitions in Clause 13

13.3.1. Cruden Custodian means Cruden Custodian Limited ACN 165 992 790;

13.3.2. Trustees means the trustees of the Trust or any of them, including any replacement trustee from time to time; and

13.3.3. Trust means the Keith and Elisabeth Murdoch Trust ABN 30 707 020 388.

## 14. LIABILITY

14.1. Cruden Farm will not be liable for any loss or expense sustained by the Client as a result of fire, water, storms, strikes, riots, damage, theft, acts of God.

14.2. The Client will indemnify and keep indemnified Cruden Farm from all liability, damages, costs, losses, expenses, claims, actions or demands incurred by the Client. Cruden Farm takes no responsibility for the loss, theft or damage of any article belonging to the Client, their guests, suppliers, contractors or subcontractors.

14.3. If the Fire Brigade is required to attend the Event (including during set up and pack down periods) due to fire, the perceived risk of fire, or the perceived risk to the safety of any person on the property, the Client will be responsible to pay any fees charged by the Fire Brigade.

## 15. SUB-LETTING

15.1. The Client is not permitted to assign or transfer his/her interests in this Agreement without the express written permission of Cruden Farm.

## 16. EMERGENCY PLAN AND COMMUNITY AWARENESS

16.1. Using Cruden Farm's Emergency Plan the Client will document a chain of command for the Event. This will include the nomination of Wardens to direct the public and participants in case of emergency.

16.2. The Client will adequately brief volunteers and other event staff of emergency evacuation procedures, location of first aid and any other emergency services.

16.3. If the Event is held after hours or has in excess of 200 attendees, it is the Client's responsibility to ensure:

16.3.1. All emergency services are notified by the Client at least two weeks prior to the Event

16.3.2. Local residents are notified about the Event at least two weeks prior to the Event taking place.