



Conditions of Hire

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The owners of Fernbank Farm hire out Fernbank Farm subject to the acceptance and confirmation of your booking on the following conditions.

Please read carefully, initial and tick each condition at the dot point.

- No date is guaranteed until a \$1500 holding deposit has been received. This can be charged to your credit card or paid via EFT to our nominated account.
- If the deposit is not received by the end of a 10 day period, the date will be released back into the system.
- All bookings must be confirmed with this deposit and further payments can be made at your discretion. Full payment must be finalised at least 30 days prior to arrival. No booking is confirmed until the deposit and/or a credit card authorisation is received.
- If the entire balance is not paid 14 days prior to the date of hire, the booking will be cancelled and all funds forfeited.
- Receipt of your deposit signifies acceptance of these terms & conditions.

Cancellations

- In the event of cancellation greater than or equal to 6 months prior to the date of hire, a full reimbursement (less \$150 administration fee) will be given.
- For cancellations made between 3 and 6 months prior to the date of hire, 50% of the deposit will be forfeited and all other monies refunded.
- For cancellations made less than 3 months prior to the date of hire, **all funds** will be forfeited.
- No refunds will apply under any circumstances if cancellations occur under 90 days.
- Any change to a booking will be treated as a cancellation and re-booking.
- Bookings are not transferable.
- The Manager of the farm may cancel bookings at the Manager's discretion for any reasons whatsoever. On cancellation by the Manager, a full refund is payable. This right would only be exercised if a dispute occurred that could not be resolved to the satisfaction of all parties.

Other

All wedding events must include accommodation

- Once a quotation has been submitted and agreed, cancellation of accommodation will not be accepted. If discussions with management result in an agreement to alter accommodation numbers or nights of occupation the original charge still applies. If additional nights are required, these nights will be at the rate of \$800 per house per night
- The accommodation at Fernbank is a set price per house, per night, and our conditions are that a minimum two night stay applies.
- The rate per house, per night is \$800 regardless of numbers of guests occupying the house.
- A two night stay utilizing both houses is priced at \$3,200 plus GST.
- Maximum guest numbers are 8 Adults in the Heritage House, and 10 Adults in the Cottage. Children are by special arrangement and fold up beds can be provided. Any additional adults must be paid for and by arrangement with Management.





Conditions of Hire

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- As Health Inspections can be carried out without notice, the kitchen must be kept clean and tidy at all times.
- Smoking is not permitted except in the designated smoking areas outside. No illegal drugs are permitted at the Farm and the Hiring Party must ensure the responsible consumption of alcohol by the Hiring Party and guests of the Hiring Party (collectively Guests) at all times, including the non-supply of alcohol to minors.
- The maximum guest capacity is 100 for all weddings. Numbers should be discussed with Management and any additional numbers by consultation and approval of Management.
- Guests must only use the Farm according to the permitted use as stipulated by the Manager.
- Guests are not permitted to bring animals onto the property without the permission of management. Flora and fauna and the surrounding environs on the Farm are not to be disturbed.
- Excessive noise, as determined by the Manager in their absolute discretion is prohibited at any time especially in the evenings after 10pm.
- Guests must take all reasonable care will all farm facilities and any damage caused during the term of the booking will be the responsibility of the Hiring Party. Candles may only be used in a protective container.
- Permitted guests use the farm as licensees only and the owners retain possession of the Farm at all times. The Manager and other staff may enter all parts of the property for the purpose of inspection and to carry out other tasks, but will not unreasonably interfere with the activities of the guests.
- Guests must use the property in conformity with all laws regulations and Farm rules and comply with all requests of the Manager and other staff as relating to the use of the facilities.
- The Hiring Party must provide their own catering staff including chefs, food and drink waiters and kitchen hands. The Hiring Party must preferably select from one of the farm's approved caterers list.
- Security Bond: Credit Card details are required at check in for the purposes of any Damage.
- Any breakages or damage must be paid for and to assist with this a signed credit card authorisation form will be held and debited to cover breakages, damage and security costs as determined by the Manager. Should the Manager deem, in their absolute discretion, that Guests are getting out of control at any time, security guards may be called and the Hiring Party will be required to cover this cost. In addition, the Manager may terminate the hire agreement and remove guests from the property and the Hiring Party will not be entitled to a refund.
- The arrival and departure times will be individually negotiated, but please note that all day guests must leave the property in an orderly manner by no later than 12 midnight.
- Equipment hire companies may deliver the day prior to the wedding and must pick up on the Monday after. The Manager may agree to other arrangements upon request.
- If any property is left behind, the Manager may at the sole risk and expense of the Hiring Party, remove, store or otherwise dispose of that property.
- The Hiring Party should familiarise their group with the safety information on fire and wildlife and agrees to assume the fire warden role during their stay.
- Use of the tennis, pool and spa facilities is only for overnight guest and not day visitors and not during the time of the wedding function.
- Your wedding event is given a time span of 7 hours only from the time it commences to the time it concludes. Additional fees will apply if our staff are required for longer periods in order to maintain service to the event. Please note that last drinks must be called no later than 10.15pm. All bar facilities must close at 10.30pm when music must cease. All off site guests must have vacated the property by no later than 12 midnight. If buses service the event for guest departure, the buses must be arranged for no later than 10.45pm.
- Unless prior arrangements have been made with the Manager, the front gate will be locked each evening at 11pm and not be available for vehicle access until the following day at 9am.
- No children are permitted for safety reasons unless prior approval has been granted by the manager, and they must at all times be supervised by an adult.
- Hire of the farm must include 10% GST.





Conditions of Hire

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- I have read and understand the conditions relating to the hiring of the farm. I agree to abide by these conditions to ensure that all guests do the same. I accept full responsibility as the Hiring Party for the group and guarantee that the above guidelines will be followed.
- I agree to meet the cost of any breakages or damage caused by guests.
- The terms and conditions of hire have been agreed to by the bride and groom and it is their duty to inform on site guests of all terms and conditions. Offsite guests who dispute the terms of hire will be referred to their hosts for clarification.
- **I understand that rates are subject to change if bookings are made over 12 months in advance.**

I understand that any breach of these conditions may result in additional costs being debited to your credit card at the complete discretion of the Manager and Guests being asked to leave the farm and the hire being terminated.

- I agree to be solely responsible for the safety and health of all persons coming onto the site and using its facilities at the request of the Hiring Party or wedding organizers or for the purpose of the wedding and release the Owners, Managers and other Farm staff to the fullest extent permitted by law from all claims and demands of any kind and from all liability which may arise in respect of any death, accident, damage or injury occurring to any person or property in or about the property.
- The Hiring Party indemnifies, and agrees to keep indemnified the Owners, Manager and other Staff from and against all suits, claims, demands, actions, damages, costs, losses and expenses for any loss, damage or injury sustained by reason of or in relation to the wedding or the group's stay at and use of the Farm.
- Despite the conditions of hire contained above, the Hiring Party will not be held liable by the owners for any breach, injury or damage that is solely caused by the act or omission of guests not associated with the Hiring Party and their group.
- I nominate the contact person below to uphold these conditions of hire on the day of the wedding and to be the liaison person with the manager and catering staff, but acknowledge that I retail full responsibility for ensuring compliance with these conditions of hire.

Name.....

Date of Wedding

Signature.....

Date.....

Name of contact person for wedding day





Permitted Use of Premises

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On your booking form, the purpose of your stay has been specified. This purpose has been agreed by Fernbank Farm, and the nature of your stay or event has been fully clarified. Our desire is to provide a safe space for you and your group with as little interference or staff interaction as you desire.

There are however a few basic guidelines that must be adhered to and these guidelines were included in the signed Conditions of Hire document.

To reiterate:

- There is no interference with natural flora or fauna.
- **Cigarette butts are to be disposed of in the ash trays provided and no illegal drugs are to be brought onto the property.**
- No unauthorised or unprotected fires are to be lit for obvious fire safety reasons.
- No children are permitted on the site without the prior approval from Management.
- Excessive noise is prohibited particularly after 10.30pm in the evenings.
- You will be liable for any damage to the property by your guests during your stay.
- There will be no vehicle access after 10.30pm until the following morning unless prior arrangements have been made with management, or in the case of emergency.
- Any activity or behaviour that contradicts these guidelines is out of line with the permitted use of the Farm. Should any member of your group not adhere to these guidelines, your hire will be immediately terminated and no refunds granted.

Alcohol Policy:

Fernbank Farm does not hold a NSW Liquor Licence and we are committed to the safety of all guests. We have a number of policies which are upheld vigorously:

- Fernbank Farm staff cannot sell, provide or serve guests with alcohol.
- The hirer resumes responsibility for their group's responsible consumption of alcohol including not serving alcohol to minors or anyone who is or appears to be intoxicated. Alcohol must be served in a manner which respects its potential as a drug which affects health and safety.
- The hirer will ensure that adequate supplies of non-alcoholic beverages are available for guest's consumption including plenty of water.
- The hirer will ensure that adequate quantities of food are made available at functions where alcohol is served and we recommend that alcohol should not be served for longer than 30 minutes before substantial food is served.
- **We recommend that the service of alcoholic beverages should cease at least an hour before the designated time for close of function. At this time, non-alcoholic beverages should be made available.**
- The hirer will ensure that there are allocated drivers or alternative transport arrangements for guests who have consumed alcohol and intend on traveling.
- The hirer agrees to pay for any damage incurred at Fernbank during the hire period by their guests.
- Fernbank Management will liaise with the hirer or nominated event contact regarding any alcohol consumption concerns and reserves the right to terminate the hire and call in security guards (at the hirer's expense) should things get out of control.
- If your caterer is preparing to sell and supply liquor at Fernbank property, please ensure they have the appropriate Caterer's or Function Liquor Licence.





Permitted Use of Premises

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Fire Safety at Fernbank Farm:

As part of your signed conditions of hire, your group leader has agreed to assume the role of Fire Warden during your stay. In the event of fire, we ask that this Fire Warden be calm, confident and in charge of getting the group to the Emergency Evacuation Point and contacting the Manager immediately. Please be aware that smoke rises. It is best to stay low to the ground and cover your nose and mouth with a damp face cloth. Fire extinguishers are located inside the entry doors and the kitchen. These are only to be used in the case of emergency and only if the fire is contained to a small area and you have sufficient fire training to know which type of extinguisher to use and how.

Smoke alarms are located throughout the residence. If the house is smokey, exit the house and proceed to the safest point which is preferably the swimming pool or dam area. Never go back inside a burning house. Notify the Manager who will call 000 for the Fire Department.

For your safety, we have provided some basic burn first aid.

Management of burning clothing:

If your clothes catch on fire, do not run. This flames the fire.

Stop immediately and drop to the ground.

If possible, roll and wrap yourself in a blanket, coat or rug as long as it is not made of synthetic material.

Roll until the flame is smothered.

Basic burn first aid:

Follow the correct CPR procedures.

Hold burn area under cold running water until it returns to normal temperature. This could be for a period of 20 minutes.

Remove any jewellery and rings and carefully store and document.

Remove clothing from burnt area, unless stuck, when you should leave in place.

Cover the burnt area with a **NON ADHERENT** burn dressing, aluminium foil, plastic wrap or wet clean dressing.

Wildlife at Fernbank:

There is natural wildlife on the property. Beautiful birds can be observed, goannas, snakes, lizards and wallabies form part of the natural landscape.

• Snakes

If you come across a snake, it will usually try to get out of your way, so let it do so. In the rare event of a bite, do **NOT** wash the bite area as the venom on the skin can help identify the snake.

Record the time of the bite.

Do **NOT** take off jeans or other clothing but **CUT** off **ALL** fabric on effected limb as the bandage must not go over clothing.

Movement will make the venom travel more quickly through the system. Stay still.

The bitten person **MUST NOT** walk to get help if possible. Someone else should get help and a vehicle will be brought to the victim.

Please see first aid procedures outlined shortly.

• Leeches

Leeches live in damp areas on the property and are attracted to body warmth and movement. They find their way into socks and jeans and latch onto the skin and begin sucking. They are not dangerous, however, it is best to get rid of them. Don't ever pull the leech off. Leave it, and sprinkle it with salt (they curl up and drop off). Wash the area and apply a dressing until the bleeding stops.

The area may become itchy. Try not to scratch the wound. If you pull the leech off, the anticoagulant remains where they were attached and you will continue to bleed.





Permitted Use of Premises

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• Insects

Insect bites may cause an allergic reaction. Bees sting, and the sting should be removed and a cold compress applied. If you are allergic to bees, seek medical aid immediately or administer your EpiPen if available. An antihistamine lotion or tablets may help mild reactions.

Pressure immobilization bandages are also recommended.

• Spiders

Spider bites are extremely rare, however, the three most dangerous species (funnel web, red-backs and white tailed spiders) may be seen on the property despite active pest control.

If a bite does occur from a funnel-web spider, please follow the first aid procedure outlined.

First Aid procedure for Snake or Spider bites:

1. If the spider is still attached, immediately remove, being careful not to sustain further bites.
2. The bitten person should be reassured and must **LIE DOWN** and remain **STILL**.
3. The bite wound should not be tampered with in any way. If the bite is on a limb, apply a firm, broad bandage not less than 7.5cm (crepe, heavy crepe or pressure immobilization bandage) starting just above the toes or fingers and going up as far as possible on the limb.
4. Ensure the patient does not move.
5. The bitten limb should be immobilized using a splint.
6. If there is any impairment of vital functions such as respiration, airway, circulation, heart function, these must be the priority.
7. Do not give any food to the mouth. No alcohol. No sedatives outside hospital. Clear fluid to prevent dehydration can be given but only if considerable delay before medical intervention, and only if the patient is conscious.
8. **DO NOT WASH THE BITE AS THE VENOM WILL ASSIST IN IDENTIFYING THE SPIDER OR SNAKE.**
9. An ambulance must be called.
10. If it is **SAFE** to do so, the spider can be placed in a sealed container for identification by the medical facility.

If a bite occurs from a red-back spider, follow this procedure:

1. Rest the victim.
2. Apply cold/compress to the area to lessen the pain.
3. Seek medical aid promptly.

If a bite occurs from a white tailed or other spider, follow this procedure:

1. Wash with soap and water.
2. Apply cold pack or compress to relieve the pain and discomfort.
3. Seek medical aid if severe symptoms develop.

