



Wedding and Special Events Terms and Conditions

Reservations for short term holiday accommodation, weddings and special events at

Villa Talia - WATTLE GROVE | TASMANIA 68 Airds Road, Wattle Grove, TAS 7109

Villa Talia - FRANKLIN | TASMANIA 17 Heriots Rise, Franklin, TAS 7113

Both villas are managed by Island Charters Group Pty Ltd (ABN: 46626604206), dba Villa Talia ("Villa Talia").

Our Wedding and Special Events Terms and Conditions have been set to ensure that all guests enjoy a safe and relaxing experience. Weddings and special events (collectively, "Events" or individually, an "Event") are permitted at select properties only and prior notice and permission from Villa Talia is mandatory. Please take the time to read through these Terms and Conditions carefully as they contain important information relating to your Event.

For clarification purposes, an Event is any time you exceed the maximum occupancy at a property, even temporarily. These Terms and Conditions apply in addition to the general property rules and requirements that can be found in the property Compendium.

1. BOOKINGS/PAYMENTS

Event bookings must be secured via a 50% payment of estimated invoice as a deposit at the time of booking. The estimated invoice will be provided by Villa Talia. If the deposit is not received within 30 days of receipt of invoice, we reserve the right to accept new bookings without further notice. By paying a deposit you have read and agreed to our terms and conditions.

Remaining balance is required at least 30 days prior to the Event. If the balance is not received within 48 hours of such due date, your booking will be cancelled.

You may pay any amount outstanding that are due to us by cash, cheque, direct deposit or credit card (bankcard, Visa and Mastercard only). A merchant fee of 2.4% is charged for all debit and credit card transactions. All prices are GST inclusive. All prices stipulated shall

be adhered to. Any fees or extras are listed separately and are subject to change without notice.

We will not charge you an upfront bond prior to the Event. However, valid credit card details must be provided in advance. If there is any damage to the venue, thefts, additional guests, mini-bar expenses or other incidentals, the credit card on file will be charged accordingly with or without notice.

2. CANCELLATIONS

If you cancel an Event booking in writing more than 90 days prior to the date of the Event, any deposit paid will be refunded to you, provided, however, credit card merchant fees are non-refundable. Cancellations made less than 30 days prior to the Event will not be eligible for a refund of the deposit. Villa Talia recommends that you secure comprehensive holiday cancellation and protection insurance with a reputable and licensed insurance company to cater for any unforeseeable circumstances which may arise including accident, ill health, travel restrictions, etc.

Villa Talia will make every effort to ensure the property is available as booked however we reserve the right to make alterations to bookings due to unforeseen circumstances. Villa Talia reserves the right to cancel bookings due to extreme weather such as high winds and fire, change of ownership or any other unforeseeable circumstances. Customers will be notified as soon as practicable if such conditions occur and a full refund, rescheduling of the booking, or changing to another villa, if available, will be offered.

3. ACCOMMODATION BOOKING

Event fees include accommodation for up to 4 guests for the first 2 nights of the Event. You agree that the accommodation is booked only for the number of people stated in the booking confirmation. Should you wish to have extra guests, please arrange beforehand with us. Any additional guests will be charged at the applicable nightly rate. You give Villa Talia the authority to charge the credit card on file for any additional guests.

4. CHECK-IN/CHECK-OUT

The villa is available from 2:00pm on the day of arrival and is to be vacated by 10:00am on the day of departure. These check-in and check-out times apply to Events, as we need time to clean and prepare the premises.

We'll do our best to arrange early check-in or late check-out, depending on availability. The only way to absolutely ensure early check-in or late check-out is to book an extra day.

We'll email you important check-in information including a PIN code for the front door a few days before the Event.

5. EVENT DETAILS

5.1 CONFETTI + SPARKLERS

The use of sparklers is only permitted outdoors and on days/times of year that local RFS Regulations allow (low fire danger days). Out of respect for the environment, Villa Talia does not permit the use of confetti, metal scatters, glitter, rice or similar items. An

acceptable alternative would be rose petals, but must be removed at the end of the Event. Failure to comply will result in additional cleaning charges.

5.2 BUILDING

You must ensure that nothing is nailed, screwed or adhered in any way to any wall, door, fixture or other part of the property unless prior written permission is granted by Villa Talia. If any furniture has been moved during the Event, it is to be returned to its original position upon departure.

5.3 BEHAVIOUR

All guests are required to observe the property rules, trespass, noise (music is to be turned down low after 9.00pm) and general behaviour, particularly at night. Anyone in your party creating nuisance may be asked to leave the property immediately and will be liable for any damages caused either to other guests, third parties, or Villa Talia.

5.4 EXTERNAL ITEMS

Any guest belongings and Event utilities that have not been collected after the Event will be disposed of within ten (10) days. All items must be removed from the premises no later than 10am on the day of check-out.

5.5 PERSONAL RESPONSIBILITY

You agree to be fully responsible for theft, damage or loss of any goods brought onto the property and/or any introduction of food to the event and the effect of thereafter. Villa Talia shall not be held responsible for the same.

5.6 LOSS AND DAMAGE TO THE PROPERTY

You are responsible for all loss and damage to the property (including the building and any fixtures, furnishings, landscaping or goods) caused by or arising from any act or omission by you, your guests or any other persons attending your Event.

5.7 CLEANING/DAMAGES

The property shall be left in a similar state to its condition on arrival. Extra bin(s) can be provided on request only at the property. Any excessive cleaning required, or garbage removal will incur additional charges. Breakages or damages will be charged to the credit card on file.

5.8 PARKING

Parking is limited, and vehicles must be parked in designated parking areas only and not on the grass or lawns. Vehicles (including motorbikes) are not permitted to drive off designated roads e.g. onto lawns, paddocks, fields, bush tracks or fire trails. No alternative accommodation of any kind is permitted on the premises. This includes, but is not limited to, motorhomes, camper-trailers, caravans, tents or swags. Vehicles that provide accommodation cannot be used instead of, or in addition to, beds provided at the property.

5.9 ALCOHOL

Villa Talia may arrange for the sale of alcoholic beverages for Events that do not exceed 20 adult guests in total. You may arrange for your guests to bring their own beverages to consume at the Event, however, you must ensure compliance with applicable liquor laws and regulations at all times.

6. NOISE and DISTURBANCES

Excessive noise is prohibited and may result in eviction without refund. Event guests must respect the property owners, neighbours and local laws and regulations at all times.

Strict noise regulations are in place. Bands and amplified music/sounds must cease by 9pm. Soft noise only is permitted after this time but must in no way affect the neighbours. Any reports of excessive noise/disturbances will incur a call out fee by the property manager and may result in the police being called to attend. Additional charges may then apply.

At no time will you or any guests to the property commit any act or permit its employees, agents or invitees to commit any act that is unlawful, illegal, offensive. Nor can any such act breach any statutes, by-law, orders, regulations or other provisions having the force of the law.

To ensure the safety of all guests, Villa Talia asks that the guest ensures that their function displays, equipment, goods or materials do not obstruct the exits of the venue.

7. MAINTENANCE

For reasons of safety we reserve the right to enter the property to repair any fault.

8. INTERNET

There is high-speed internet provided at each villa, however, this service is intended only for guests staying at the property. Internet capacity may accommodate up to 20 devices only, and Villa Talia cannot guarantee quality or uninterrupted service as this is outside of our control.

9. LIABILITY

The person named as the Client/Guest shall be responsible in full for all costs and charges as a result of the agreed booking.

Villa Talia does not accept liability for changes made due to renovation, alteration and refurbishing of a property. We endeavour to keep our website updated at all times to accurately reflect the state of our properties though some changes in the property may exist at the time of your arrival.

To the fullest extent permitted by law, Villa Talia and its employees, agents or contractors, will not be liable to you or any guests, invitees and/or any other persons who attend the Event for any loss and/or damage of any nature howsoever caused or any damages, including, but not limited to, any special, consequential, incidental, exemplary, punitive and/or indirect damages arising from, in respect of or in any way related to the Event however caused, however liability is asserted and irrespective of whether you have been advised of, or otherwise might have anticipated the possibility of, any loss or damage.

Except as provided herein, all express and implied warranties under statute or general law as to merchantability, description, quality, suitability, or fitness of the services rendered by us for any purpose or otherwise are expressly excluded to the fullest extent permitted by law. All other conditions, warranties, statutory or otherwise and whether express or implied, are hereby excluded to the fullest extent permitted by law, and no guarantee, other than that expressly contained herein and the statutory guarantees that cannot be excluded or

limited under law, applies to the services rendered by Villa Talia to which the applicable guarantee relates, or any accessory or part thereof.

10. DISCLAIMER

All property descriptions are made in good faith, and Villa Talia shall not be held responsible for any alleged misrepresentation.

11. GENERAL

11.1 SERVICES

A complimentary light housekeeping service is included in the tariff for all bookings 4 nights and over. Additional services are available on request and will incur a service charge.

11.2 BABY EQUIPMENT

Port-a-cots and highchairs are available for rental. Please contact us to arrange prior to arrival.

11.3 BED CONFIGURATION

Beds will be made up to suit the group configuration provided when you book. If you would like specific bedding arrangements, please notify Villa Talia at least 72 hours prior to your arrival.

11.4 REMOTES

Loss of remotes will be charged to at the discretion of Villa Talia. A replacement cost of \$500 for each remote will be charged.

11.5 REMOVAL OF FOOTWEAR INDOORS

You agree that you, your guests and any other persons attending the Event remove all footwear prior to entering any indoor areas of the property.

11.6 SMOKING

Smoking is not permitted in any indoor facility. Designated outdoor smoking areas are available for use by guests. Any persons found in violation of this will be asked to leave the property immediately.

11.7 FORCE MAJEURE

In this clause, an "Event of Force Majeure" means any act, event or cause not reasonably within the control of the parties and which, by the exercise of reasonable diligence, a party is unable to prevent or overcome including, but not limited to, acts of God, strikes, lockouts, and other industrial disturbances, acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections or riots, public health pandemics and/or epidemics (including, but not limited to, the coronavirus), lockdowns ordered by the government or any governmental authority, landslides, subsidence, lightning, earthquakes, fires, storms or storm warning, extreme weather, crevasses, floods or washouts, civil disturbances, explosions, inability of any party to obtain necessary materials, supplies, rights of way or permits after the exercise of reasonable diligence or any action or restraint by any governmental authority (so long as the party claiming relief has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such action or restraint, and as long as such action or restraint is not the result of a failure by

the claiming party to comply with the applicable law). Notwithstanding anything to the contrary herein:

- (a) Neither party shall be liable for any default, failure or delay in performance of any of its obligations herein if and to the extent that such default, failure or delay is caused, either directly or indirectly, by an Event of Force Majeure, and without the fault or negligence of the party so who has so defaulted, failed or delayed.
- (b) In the event an Event of Force Majeure occurs:
 - i. Any amounts paid to Villa Talia are non-refundable.
 - ii. If the Event is unable to proceed by reason of an Event of Force Majeure ("Non-proceeding Event"), you agree to reimburse us for any out of pocket expenses and disbursements which we have incurred in relation to your Non-proceeding Event. We may deduct any such out of pocket expenses and disbursements from any amounts paid.
 - iii. You may re-book your Event with us on a mutually agreed date that is within 12 months of the date of the Non-proceeding Event ("Re-booked Event"). Both you and us agree to negotiate in good faith for the purpose of arranging a mutually acceptable new date and price for your Re-booked Event.
 - iv. 100% of any amounts paid (less any amounts deducted by us) will be credited to the applicable costs of the Re-booked Event.

11.8 CONFIDENTIALITY

You give us permission to confirm details about your Event with your listed suppliers e.g. musicians, photographers, florists, etc. so that we can confirm access, set up, pack down, etc. You give us permission to confirm details e.g. start and finish times, etc. with guests who call us in the lead up to the Event. Aside from the signatories below, other people who are allowed to discuss and make changes to the Event are to be notified to us in advance in writing. Unless expressly agreed otherwise, you also give us permission to use your wedding photos supplied by yourself or your suppliers following the Event, for use on social media and advertising purposes. We will never sell-on your information to third parties.

11.9 INDEMNITY

You are liable for any damage sustained to the property, its employees, agents or contractors and/or its premises and contents that is caused by you, your guests, invitees or other persons attending the Event. You indemnify Villa Talia against, any loss and/or damage that is caused directly and/or indirectly by the conduct of you, your guests, invitees and/or other persons attending the Event. This includes, but is not limited to, any loss and/or damage that is caused (directly and/or indirectly) because of any failure by you, your guests, invitees and/or other persons attending the function to observe any legislative regulatory, license or authorisation.

11.10 GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions and any related arrangement thereto shall be governed by the laws of Tasmania. Each party irrevocably submits to the jurisdiction of the courts of Tasmania.

I have read and agree to the above Wedding and Special Events Terms and Conditions.

Client/Guest Print Name _____

Signature _____

Date _____

Client/Guest Print Name _____

Signature _____

Date _____

You are required to provide Villa Talia in writing particulars of the event. These details are required at least three (3) months before your wedding/event.

This includes the following:

INFORMATION REQUIRED FOR THE WEDDING/EVENT

Please Select Villa

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Villa Talia - WATTLE GROVE | TASMANIA

68 Airds Road, Wattle Grove, TAS 7109

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Villa Talia - FRANKLIN | TASMANIA

17 Heriots Rise, Franklin, TAS 7113

Bride (full-name):

Groom (full-name):

Address:

Home phone:

Mobile:

Email:

Wedding day/date:

Ceremony time/location:

Reception time/location:

Expected no. guests:

Event Organiser:

Caterer:

Photographer:

Celebrant:

Event hire companies:

Transportation:

Entertainment:

Notes:

CONFIRMATION OF GUEST NUMBERS

For Planning and Emergency Procedures — Final guest attendance numbers must be notified to Villa Talia in writing, a minimum of 2 weeks prior to your wedding/event.

Please scan and email back to stay@villatalia.com.au at the time of deposit payment.