

# THE COVE JERVIS BAY - WEDDING BOOKING FORM AND AGREEMENT

NOTE: Please Sign and Date All Pages in the bottom left Corner

Name: \_\_\_\_\_

Email \_\_\_\_\_

Todays Date: \_\_\_\_\_ Wedding Dates: \_\_\_\_\_

Phone \_\_\_\_\_

Thank you for booking your event with us.  
We look forward to planning your special day with you.

To confirm your booking please complete this form and return to The Cove team along with your deposit. Your booking is only considered confirmed when you receive written notification from The Cove.

CIRCLE YOUR OPTION BELOW AND ADD THE RATES TO THE "PRICE COLUMN"

PRICE

(A WEEKEND IS FRI/SAT AND MIDWEEK IS EITHER MON/TUE OR WED/THUR)

|                                     |           |         |
|-------------------------------------|-----------|---------|
|                                     |           | \$      |
| <b><u>PEAK: SEPTEMBER - MAY</u></b> |           |         |
| 2 NIGHT WEEKEND                     | \$40,000  |         |
| 2 NIGHT MIDWEEK                     | \$27,000  |         |
| <b><u>WINTER: JUNE - AUGUST</u></b> |           |         |
| 2 NIGHT WEEKEND                     | \$25,000  |         |
| 2 NIGHT MIDWEEK                     | \$20,000  |         |
| <b><u>ADD ONS:</u></b>              |           |         |
| EXTRA BREAKFAST:                    | \$2500    |         |
| GRAZING TABLE WELCOME NIGHT:        | \$3000    |         |
| PHOTO BOOTH:                        | \$1200    |         |
| GELATO BIKE - 4 HOURS               | \$1500    |         |
| <b><u>EXCLUSIONS:</u></b>           |           |         |
| PUBLIC & SCHOOL HOLIDAYS            | GET QUOTE |         |
| LONG WEEKENDS                       | GET QUOTE |         |
| TOTAL                               |           | \$      |
| DEPOSIT DUE                         |           | \$2,000 |

## **EVENT DETAILS::**

Checkin date: \_\_\_\_\_

Checkout date: \_\_\_\_\_

Date of wedding ceremony/reception: \_\_\_\_\_

Expected number of guests: \_\_\_\_\_

Cocktail or Seated event: \_\_\_\_\_

## **CUSTOMER DETAILS:**

Partner One Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Birth Day & Month: \_\_\_\_\_

Partner Two Name: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Birth Day & Month: \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_

## SECURITY CREDIT CARD

We require a credit card as security for your booking. These details are for security purposes only, all payments for your Booking via CC please contact our office – 02 4441 2018.

By providing your card details below, you warrant that you are the authorised cardholder or have the permission and authority of the authorised card holder and agree that this credit card will be used as additional security for your obligations as hirer of our Venue and acknowledge and agree that this credit card may be charged by The Cove without notice, in accordance with the enclosed Terms and Conditions. If the \$3000 security bond is not received by direct transfer 7 days prior to the event, The Cove will deduct this from this card plus the surcharge.

Card number \_\_\_\_\_

Expiry date: \_\_\_\_\_

CCV security: \_\_\_\_\_

Card type: \_\_\_\_\_

Cardholder name: \_\_\_\_\_

A credit card surcharge of 2.6% applies to all VISA and MASTECARD and 2.9% for AMEX.

Signature of cardholder: \_\_\_\_\_ Date: \_\_\_\_\_

## SIGNATURE OF CUSTOMER

By executing this document, you acknowledge that you have read, understood and agree to this Agreement.

Signature of Customer : \_\_\_\_\_

Print Name: \_\_\_\_\_

### For weddings:

Partner One signature: \_\_\_\_\_

Partner Two signature: \_\_\_\_\_

Your booking is confirmed when this form is completed, signed and sent back to us along with the \$2000 deposit and you receive written confirmation from us that we are accepting your booking and your dates are now reserved. You can process the payments into the following bank account:

Account Name: Booderee Property Pty Ltd BSB#: 062 148 Account#: 1062 0838

**Please sign and date all pages in the bottom left corner**

## Terms and Conditions

### General

#### 1. Definitions:

- a. **Agreement** means these terms and conditions and the Form.
- b. **Bond** means the bond of \$3,000 payable to The Cove by you as security for your compliance with this Agreement.
- c. **Customer/You** means you, the customer named in the Form.
- d. **Deposit** means the initial deposit of \$2,000 towards your booking Fee.
- e. **Event** means the Customer's event to be held at the Venue as described in the Form.
- f. **Fees** means the fees payable to us for your Event and use of the Venue as set out in this Agreement.
- g. **Force Majeure Event** means an act of God, fire, lightning, earthquake, explosions, pandemic, flood, power shortage or outage, subsidence, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock-outs or other industrial disputes of any kind not relating solely to The Cove, any order of any regulatory authority (including in respect of any risk of bush fire, border and road closures) and any other event which is not within the reasonable control of The Cove.
- h. **Form** means the Booking Form which is part of this Agreement.
- i. **Hire Period** means the period from 4pm on the Arrival date to 10am on the Departure date as specified on the Form (or any other extended times in which you arrive earlier or depart later).
- j. **Security Credit Card** means the Customer's credit card used as security for the booking, the details of which are provided on the Form.
- k. **The Cove/Us/We** means Booderee Property Pty Ltd ATF The Massive Inc Trust (ABN 36652504073)
- l. **Venue** means the cove, Ellmoos Road, Jervis Bay Territory ACT 2540.

#### 2. Hire

- a. The Venue is available for hire subject to the terms of this Agreement.
- b. The Cove reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Customer.
- c. The Cove must be fully informed of the full purpose for which the Venue is to be used at the time any booking is made.

#### 3. Reservations

Except at the discretion of The Cove, reservations and tentative bookings do not constitute any commitment by us to host your Event at our Venue.

#### 4. Confirmed Bookings / Deposit

- a. For your reservation to be a confirmed booking, the Form must be signed and returned together with the Deposit and confirmation sent by us to you in writing confirming your event. The Deposit may be paid by cash, credit card or EFT. The Deposit is non-refundable unless we cancel your booking due to a Force Majeure Event.
- b. Provision of the signed Form and Deposit to us confirms acceptance of this Agreement by the Customer.
- c. The Cove may disregard any booking that is not confirmed within the terms of this Agreement and reserves the right to re-let unconfirmed bookings.
- d. Where you fail to sign and return the Form and The Cove allows your booking to proceed you will be deemed to have accepted and be bound by these Terms and Conditions.

#### 5. Cancellation of a Booking

- a. If the Customer cancels a booking after it has been confirmed, written notification is required and all Fees, including the Deposit paid to The Cove at the time of cancellation are forfeited.

- b. In the event the Customer cancels the booking any time prior to the Hire Period or during the Hire Period, the Customer will be liable to pay all Fees associated with the Event and The Cove is authorised to deduct such remaining Fees from the Bond and/or Customer's Security Credit Card.

#### 6. Changes to Booking

- a. Except at the discretion of The Cove, a Customer wishing to transfer a confirmed booking to an alternate date or select different add-ons remains liable for all Fees paid and all Fees due.
- b. The Cove will use reasonable endeavours to accommodate any changes to a Booking that are requested at least 12 months prior to your Event however where you request a date change and The Cove is unable to secure an alternate booking or a booking of equal value for that Hire Period then you shall be liable for the full Fees or shortfall in Fees (in the event a lower value booking is secured).

#### 7. Inclusions

You will be granted the exclusive right to use the Venue including all inclusions set out in Schedule 1 during the Hire Period and on the terms of this Agreement.

#### 8. Event

- a. To ensure the success of your Event, you will be required to provide detailed information about your Event (i.e. running order and timings) to The Cove including a run sheet with all supplier/vendor:
  - i. Names (company and contact);
  - ii. Contact numbers; and
  - iii. Public Liability insurance policy numbers.
- b. The following points must be announced to all guests at the Event by your master of ceremony or other nominated person:
  - i. Exit points and bushfire evacuation route;
  - ii. That music will cease at 10.30pm (or 9.30pm on weekdays and Sundays);
  - iii. The shuttle bus schedule;
  - iv. The location of the collection point for shuttle buses, taxis and other vehicles;
  - v. That the last bus will leave at 11:15pm;
  - vi. That gates will be locked at 11:30pm;
  - vii. That guests must not gather at the entrance to the Venue;
  - viii. That guests must show courtesy to neighbours and keep noise to a minimum when leaving the Venue;
  - ix. That guests must retire to their accommodation by 11.30pm and not congregate at communal spaces on the Venue.
- c. The Customer is responsible for ensuring the Event runs within the allowed timeframes and for ensuring guests occupy and vacate the Venue within the times scheduled. Utilisation of space outside the times included in the Form will be at the sole discretion of The Cove and subject to a further fee.
- d. Due to wear and tear on the Venue we charge \$20 per person over max accommodation numbers. The maximum number of guests allowed is 150 persons. You must seek our written approval for any Event over max accommodation number. This does not include service providers.

#### 9. Use of Equipment

- a. All equipment supplied by The Cove at the Venue remains the property of The Cove.
- b. The Cove gives no warranties or guarantees as to the state of repair or suitability of any equipment.
- c. The Customer must take all reasonable care with the equipment and must maintain the equipment in good condition during the Hire Period (fair wear and tear excepted).

- d. The Customer must return all equipment clean, dry and free from any marks, blemishes and wax to its original location and storage position in the Venue.
    - e. The Customer is responsible for the cleaning, repair or replacement cost (as nominated by us) of any stained, dirty, damaged or lost equipment.
  10. **Payment of Fees**
    - a. You must pay the \$2,000 Deposit in accordance with clause 4.a
    - b. You must pay a minimum of \$1,000 per month thereafter (with any further payments required to comply with clauses 4.c and 4.d.
    - c. 60% of the Fees for your Event must be paid no later than 6 months prior to the Event by either cash, credit card, EFT or bank cheque.
    - d. The remaining 40% of the Fees for your Event must be paid no later than 3 months prior to your Event by either cash, credit card, EFT or bank cheque.
    - e. In addition to the above payments you are required to pay a \$3,000 bond at least 7 days prior to your Event.
    - f. Payments made by credit card will incur a 2.6% surcharge for visa and mastecard and 2.9% for AMEX.
    - g. A copy of the remittance must be emailed to [service@thecove.com.au](mailto:service@thecove.com.au) after each payment made.
    - h. The reference of your surname is to be used in all payments made
    - i. Failure to remit the specified amount of Fees may result in the booking being cancelled.
  11. **Damage and Your Security Credit Card**
    - a. The Customer is liable for any loss, damage or injury suffered by The Cove, its employees, contractors and/or agents and any loss or damage caused to the Venue, our equipment, furniture, fixtures, fittings, systems, decorations or other property to the extent that such loss, damage or injury is caused or contributed to by the Customer and/or any of its employees, contractors or guests in connection with the Event.
    - b. The Customer indemnifies The Cove, its employees, contractors and/or agents in respect of any liability, loss, claim or proceeding arising under any statute or at common law in respect of injury, loss or damage to property, real or personal, including cash, or in respect of personal injury to, or death of, any person arising out of or in connection with the Event where the injury, loss or damage arises out of or in connection with the Event and is caused by any act or omission, or any breach of this Agreement by the Customer, its employees, contractors or guests.
    - c. Should damage result in the Venue not being able to be let for a period after your stay, you will be responsible for paying the lost revenue while it is un-rentable.
    - d. Without limiting any other provision of this Agreement, the Customer acknowledges and agrees that The Cove may apply part or all of the Bond and/or charge the Security Credit Card for such amount as is required to cover any loss, damage, costs, claims, expenses and liabilities incurred as a result of any action, inaction or any breach of this Agreement on the part of the Customer, its employees, contractors or guests.
    - e. The authority granted by you to The Cove in clause 11.d is not limited by the amount of the Bond but is a full and unlimited indemnity.
    - f. The Bond will be refunded to you (less any deductions made in accordance with this Agreement) within 21 days of The Cove inspecting the Venue following your Event. For the avoidance of doubt, the Customer is liable for the actions of each of its invitees.
  12. **National Park Fees**

Entry fees will be payable at the entrance to Booderee National Park on your arrival. Fines apply from the park if these are not paid.
  13. **Set ups/Contractors**
    - a. Any service providers you invite onto the Venue must provide valid certificates of currency for public liability insurance before they will be granted access to the Venue. You are responsible for ensuring these are provided to The Cove 14 days prior to the Event.
    - b. Decorations must not be nailed, screwed, blue tacked or adhered in any way to any surface. All decorations must be approved by us prior to the Event.
    - c. You are welcome to use existing hooks on our walls or ceiling as advised by us. We can hang such items on your behalf at an additional Fee. We accept no liability whatsoever should you or your employees, contractors or invitees hang items.
    - d. All external contractors and hire equipment must be advised to The Cove no later than 14 days prior to your Event and are subject to approval by us. We can apply time limits or restrictions on the arrival and conduct of contractors.
    - e. All equipment brought onto the Venue must be electrically tagged and tested according to the requirements under the WHS laws. The Customer will be asked to remove any equipment that is not tagged and tested.
    - f. The Cove may supply water to caterers where requested by you however gives no guarantee as to the availability of water or suitability of any water provided.
  14. **Deliveries, Storage & Removal**
    - a. No deliveries may be made to the Venue outside of the Hire Period.
    - b. The Cove will not accept any responsibility for damage or loss of goods left at the Venue prior to, during, or after the Hire Period.
    - c. All goods must be removed at the conclusion of your Hire Period, any goods left without prior arrangement will be deemed abandoned.
  15. **Performing Rights Association License**

The Customer or its contractors must arrange a current Australasian Performing Rights Association License (APRA) licence if an Event includes the public performance of either live or recorded music.
  16. **Marquee**
    - a. **Marquees require prior approval in writing from our team.** You will be required to pay a fee of \$1,000 to The Cove for any marquee installed on the Venue.
    - b. You will need to arrange a generator for power to your marquee. All marquees must include flooring (at your cost) to protect the grass at the Venue unless otherwise agreed in writing by us.
    - c. All marquees must be removed before the end of the hire period
  17. **Vehicles and Parking**
    - a. Due to limited parking you must comply with the following vehicle allowances: 33 total at any time being:
      - i. Glamping tents, 1 and 2 bedroom cabins = 1 carpark per site
      - ii. 3 bedroom cabins = 2 carparks
      - iii. Funhouse = 7 carparks.
    - b. Any additional cars must be parked elsewhere such as Vincentia Marketplace. We can help arrange a shuttle at your cost for guests. Any additional cars will be turned back.
  18. You and your invitees (including service providers) must only drive vehicles on the roads and paths provided (unless otherwise agreed in writing by The Cove).
  19. The Cove reserves the right to charge you \$150 for each incident in breach of this clause 17
  18. **Accommodation**
    - a. Guests may only stay in the accommodation provided by The Cove as follows:
      - i. 1 bedroom cabin – maximum of 2 persons.
      - ii. 2 bedroom beach cabins – maximum of 4
      - iii. 2 bedroom boat cabins – maximum of 4
      - iv. 3 bedroom cabins – maximum of 6 persons.
      - v. Funhouse – maximum of 23 persons.
      - vi. Glamping tent – maximum of 4 persons.

Signature \_\_\_\_\_

- b. You will be charged \$150 per person per night for each person found staying overnight after the fact (including within the accommodation, in tents and in cars) above the cabin and tents maximums
    - c. Any persons not staying at the Venue within the allowable limits must leave the Venue by 11.30pm each night. There may be no more than 150 guests whether staying or not. The Cove may charge a fine of \$100 per guest per hour that remains past 11.30pm.
19. **Music and Sound**
  - a. Strict noise restrictions apply therefore compliance with this clause 19 is a fundamental term of this Agreement.
  - b. The Cove will provide an onsite speaker and sound system for use for your Event which is set to an approved noise level. This level must not be changed.
  - c. There are strictly no drums, subwoofers allowed at The Cove.
  - d. You must seek written consent for a band by supplying us with details of the band and instruments used. We are not obliged to approve bands for events and weddings and reserve the right to refuse.
  - e. Where music or noise can be heard beyond the boundary of the Venue, we reserve the right to turn down the speakers and music and direct guests to lower their voices.
  - f. All music must be stopped and turned off by 10.30pm on Saturdays and 10:00pm on all other nights without exception.
20. **Inspections**

We may conduct property inspections, wedding inspections and client tours during the Hire Period. This will be done with minimum impact to you and we will not inspect the Venue once your ceremony starts and through to the end of your reception. We will not conduct tours inside of accommodation while in use.
21. **Sale**

You acknowledge and agree that in the event of a sale of the Venue, should the prospective purchaser not be agreeable to recognising prior bookings then we may terminate this Agreement and refund any fees paid by you to The Cove for the cancelled booking in full. The Cove shall hold no liability for your costs of making alternate arrangements. You shall make no claim against The Cove for a termination under clause 21 and release The Cove from liability in full.
22. **Call Out Fee**

You must pay a call out fee of \$500 to The Cove as a result of us having to attend the Venue because of third party noise complaints about noise coming from the Venue, or requests by you for jammed locks, lost keys, reset access pads and any other request by you that requires our or a third parties attendance at the Venue.
23. **Repairs**

You acknowledge that given the location of the Venue, where repairs are required to any equipment or appliances, it may take some time to effect repairs and although The Cove will endeavour to provide replacement equipment or appliances they are under no obligation to do so and you shall not be entitled to any refund or reduction on the Fees.
24. **Future Construction**
  - a. The Venue is a work in progress and is constantly being upgraded and developed. We cannot guarantee exact time lines, inclusions or exclusions.
  - b. We will take every care to minimise the look of incomplete construction and ensure the property is tidy for your Event and Hire Period.
25. **Guests**
  - a. Taxis and other transport services are limited therefore where there are more than 10 guests not staying at the Venue that are in attendance at the Event, you are responsible for arranging a shuttle bus to collect them from the designated collection area at the Venue and transport them from the Venue.
  - b. No guests may wait outside the venue for transport after 8pm nor make any loud noise at, near or around the entrance to the Venue. The Cove reserves the right to fine you \$2,000 for violations of this clause 25.
26. **Children**

The Venue includes a number of hazards. Any children under the age of 12 must be supervised at all times.
27. **Security**

You are responsible for the security of the Venue including all items within the Venue during the Hire Period. In the event of any equipment being stolen from the venue, the hirer shall notify The Cove in writing stating the full circumstances of the theft and the time the police were notified.
28. **Hire Period**

The time of arrival and departure in the Hire Period is strictly enforced as we often have back to back bookings. An hourly fee of \$500 may be charged at our discretion for any late departures after 10am on the Departure date unless otherwise agreed in writing with us.
29. **Animals**

No pets are allowed on the Venue or within the Booderee National Park without exception.
30. **Watercraft**
  - a. The Customer understands and acknowledge that any kayaks, stand up paddle boards or other watercrafts (**Watercraft**) provided at the Venue is provided "as is" and without warranties. The Customer further understands and acknowledges that the use of Watercraft can be a hazardous activity that entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to self, to property, or to third parties. The Customer understands that such risks cannot be eliminated by The Cove without jeopardising the essential qualities of this activity. The risks include, without limitation, falling, collision with other marine craft, striking obstructions such as rocks or other persons, equipment failure, and weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration).
  - b. THE CUSTOMER KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUMES ALL RISKS RELATED TO THE OPERATION AND POSSESSION OF THE WATERCRAFT, INCLUDING, WITHOUT LIMITATION ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY WHICH MAY RESULT FROM THE OPERATION OF THE KAYAK OR POSSESSION OF THE KAYAK EVEN IF SUCH LOSS OR DAMAGE IS DUE TO ANY NEGLIGENCE OF THE COVE, THEIR AGENTS, EMPLOYEES, OFFICERS, PARTNERS, MEMBERS, SUCCESSORS AND/OR ASSIGNS. THE CUSTOMER AGREES TO HOLD THE COVE HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE.
  - c. The Customer agrees to indemnify and hold harmless The Cove and their subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including legal fees) arising from, related to, or in any way connected with, or resulting from The Customer's participation in this activity or use of the Watercraft, including the possession, use, operation, or return of the Watercraft, and including any such claims which allege negligent acts or omissions on the part of The Cove.
31. **Description**

The description and images of the Venue are provided on our website in good faith but without any warranty. The Venue is

Signature \_\_\_\_\_

susceptible to change over time as items or structures may be added, removed or replaced. The Cove will use reasonable endeavours to maintain consistency with the description however you acknowledge and agree that you make this booking knowing the Venue may vary from time to time.

**32. Rubbish Removal**

- a. The Cove provides a limited number of bins for rubbish.
- b. You are responsible for ensuring all rubbish is placed within the bins provided. Where the rubbish bins are full you are responsible for removing the excess rubbish from the Venue.
- c. The costs to collect and remove excess rubbish (including any rubbish that does not fit within the bins provided) from the Venue will be charged to you. We can arrange one trailer full of rubbish to be removed for \$300. All other rubbish removal will be charged at hourly rates of \$45 plus transport and tip fees.
- d. Your caterers, vendors or yourselves must clean up all food and drink served before midnight on the same day as the event. There can be no bottles, plates, catering, cutlery, crockery, glasses etc left out overnight in the interest of safety for the local wildlife.

**33. Departure and Cleaning**

- a. The premises and grounds are to be left in a clean and tidy condition. The property must be left secure with all doors and windows locked and keys returned to reception. There is a \$150 charge for each unreturned key.
- b. No furniture, plants, objects or otherwise are to be re-arranged or moved from their positions in the Venue including anything within the accommodation spaces. A fee of \$1,000 shall apply if any items have been moved from their original positions.
- c. All dishes, glasses, pots and pans etc. must be washed and put back into cupboards with the dishwasher emptied if applicable. A charge of \$200 per cabin will automatically apply for a failure to comply with this clause 33.c regardless of the number of dishes not cleaned or put away.
- d. If a BBQ is provided it must be cleaned thoroughly on departure or a cleaning fee of \$200 will apply.
- e. Where any other extra cleaning is required it will be charged and calculated on the number of hours required over and above the normal cleans, at a rate of \$45 plus GST per hour.

**34. Directions and induction**

- a. We have the right to require the Customer, any guest or invitee or person engaged by the Customer to carry out reasonable directions and inductions in relation to the use of the Venue.
- b. In the event of an emergency, the Customer and guests will follow the directions of Venue staff to evacuate the Venue if instructed to do so.

**35. Observance of Laws**

The Customer and its guests shall in all respects observe and comply with the provisions of all relevant State or Federal legislation, in particular liquor licensing laws.

**36. Conduct of Event**

- a. The Customer shall conduct and manage the Event in a proper, orderly and lawful manner and shall not permit any act, matter or thing which may injure the reputation of The Cove or the Venue.
- b. We reserve the right to halt or cease an Event if an incident occurs or it is deemed unsafe to continue. The Venue reserve the right to remove a person/s without liability if behaviour is not considered appropriate.

**37. Smoking**

In the interest of public health, and in line with Government Regulations, the Venue is a smoke free Venue however a permitted smoking area can be set up if requested by a Customer prior to the Event. We reserve the right to charge a \$1,000 fee for any smoking on the Venue outside of any permitted smoking area.

**38. Prohibitions**

- a. Confetti (with the exception of organic flower petals), confetti substitute or glitter are not permitted in any area of the Venue. A cleaning fee will apply if these are used.

- b. The use of special effects, including hazers, smoke and dry ice machines, are prohibited in all areas of the Venue at all times unless approved by us in writing prior to your Event.
- c. Except with the prior approval of the Venue, the use of candles and candelabra are prohibited in the Venue.
- d. No flammable liquids or other dangerous substances shall be brought into the Venue.
- e. No live ammunition, gun powder or fireworks used for special effects shall be brought into the Venue.
- f. No items or decorations shall be placed on any stairway or hand-rail or in front of any exit or fire escape.

**39. Liability**

- a. To the extent permitted by law, we do not accept liability for any latent defects in the Venue and we will not be liable to you for any liabilities, loss, damage or injury arising from or connected to the use by the Customer, its employees, contractors or guests of the Venue. Use of the Venue is at the Customer's own risk.
- b. To the extent permitted by law, our liability in connection with this Agreement and the Venue is limited to the Fee.
- c. Should you discover a breakage or default that is not caused by you or your invitees please advise The Cove manager immediately to enable us to consider who is liable. If you fail to do so you will be held liable.
- d. In addition to any other releases, exclusions and warranties in this Agreement, to the full extent permitted by law, you (including your heirs, successors, executors, administrators, agents and assigns) agree to waive, release and indemnify The Cove in respect of any losses, damages, claims, injuries, liabilities, costs, charges or expenses whatsoever in connection, directly or indirectly, with this Agreement and your use of the Venue, including without limitation those arising under statute, tort, contract, common law or equity (including for The Cove's negligence).

**40. Insurance**

The Customer must ensure that any property, scenery, decorations, equipment and the like that is brought into the Venue for the purposes of the Event have been insured by either the Customer or the supplier.

**41. Force Majeure**

If The Cove is rendered unable wholly or in part by a Force Majeure Event to carry out its obligations then this shall not affect the operation of the terms and conditions of this Agreement, and the risk of frustration is to be borne by the Customer.

**42. Severability of Terms and Governing Law**

If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in force. The terms of this Agreement are governed by the laws of the Australian Capital Territory and the Courts of the Australian Capital Territory shall have exclusive jurisdiction to entertain any action in respect of the Agreement.

THANK YOU

– SEE YOU  
SOON!



[hello@thecovejervisbay.com.au](mailto:hello@thecovejervisbay.com.au)

Signature \_\_\_\_\_

## SCHEDULE 1 - INCLUSIONS



### ACCOMMODATION

- Accommodation in all 13 cabins
- Accommodation in all 8 glamping tents
- Accommodation in 7 bedroom Fun Shack
- Use of cabins exclusively
- Use of Glamping tents exclusively
- Use of Fun Shack exclusively
- Cleaning of all accommodation
- Linens and towels in all accommodation

### CABINS

- There are 13 cabins; 1 one-bedroom (max. 2 guests), 6 two-bedroom boat cabins (max. 4 guests), 3 two-bedroom beach cabins (max. 4 guests) and 3x 3 three-bedroom surf cabins (max. 6 guests). (The layout is subject to change with future refurbishment and renovations)
- All linens and towels provided

### GLAMPING

- The glamping field has 8 tents, each tent has a king size bed and a daybed
- Shared camp kitchen with; microwave, kettle, toaster, BBQ, fridge, crockery and more essentials
- Shared amenities block with; three toilets, three showers, outdoor bath

### CEREMONY

- Use of the grounds to hold your ceremony. Please confirm with us location & get approval. for your ceremony plans

### BREAKFAST BUFFET

We will put on a continental breakfast buffet with fresh BBQed bacon and egg rolls for all in-house guests (extra \$30 per person for each non-staying guest) at the BBQ pavilion including; assorted juices, breads, jams and spreads, pastries and croissants, fresh fruit, cold meats, cheese, crackers, nuts, salmon, dill, ricotta cheese, bacon and eggs rolls, cereals and milk.

### ACTIVITIES

- Village green Games garden
- Kayaks and Stand Up Paddle Boards free of use for guests (Note please see clause 30 in respect of your acknowledgment of use)

### GLAMPING

- The glamping field has 8 tents, each tent has a king size bed and a daybed
- Shared camp kitchen with; microwave, kettle, toaster, BBQ, fridge, crockery and more essentials
- Shared amenities block with; three toilets, three showers, outdoor bath

### GLAM ROOM

- Use of the glam room to get ready on the day of your wedding.

### YOGA

One free morning yoga class on the beach or grass

### GUEST HAMPERS

Cute little hampers of wine, chocolate, biscuits etc placed in each cabin with a note written by our team but from you i.e. "Thanks so much for coming to our wedding getaway, we are so glad you're here. xx"

### WEDDING HALL

It includes a 150 sqm building, bathrooms, chairs, tables, cool room, lights and catering space (no catering equipment) with capacity for up to 150 people.

Signature \_\_\_\_\_

**Note:** The Cove is continually improving the Venue and new structures and facilities may become available in the future, these will not be automatically included in your Booking however The Cove may make these available to you for free or for an extra fee.

THE COVE STAFF ONLY:

DATE CONTRACT RECEIVED: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

RATE CHECKED AND APPROVED BY: \_\_\_\_\_

DATES AVAILABLE AND APPROVED: \_\_\_\_\_

DATE DEPOSIT RECEIVED: \_\_\_\_\_

ENTERED INTO LH: \_\_\_\_\_

CONFIRMATION SENT: \_\_\_\_\_