

# fig tree

## RESTAURANT

### **The Fig Tree Restaurant**

### **TERMS & CONDITIONS**

1. Byron Bay Weddings coordinate all weddings and events at The Fig Tree Restaurant (Fig Tree).
2. Venue hire includes access to the Fig Tree from 12 noon to 11.00pm on the day of the event. No pre and/or after parties and/or day after celebrations at the Fig Tree or the Fig Tree accommodation.
3. Parking is available for events with fewer than 40 guests.
  - a. All other events must have prior arranged transport.
  - b. There are 6 car spaces reserved for accommodation guests only.
4. The Fig Tree has public liability insurance. We recommend wedding insurance for any unforeseen circumstances or force majeure that may affect your event and the performance of other supplier.
5. The Fig Tree requires a bond of \$2000 as security for any cancellation fees or damage caused by your or your guests to the venue premises, the facilities or the property and any planned or unplanned miscellaneous expenses and additional costs on the day of the event. Your credit card details must be provided so that these costs may be settled on the date of the event. We will inform you of these additional expenses and you hereby authorise us and direct us to debit your credit card for those additional expenses.
6. We request that all breakages and damages to the Fig Tree by the booked party will be reported to the Fig Tree at the time of the occurrence and costs of replacement or repair, covered by you.
7. If any repairs are required during your stay, we will do our best to correct the issue as swiftly as possible, subject to availability of tradespeople and parts. There will be no refund given.
8. The curfew at the Fig Tree is 11.00pm. (10.30pm Sundays.) All guests must be offsite by this time.
9. The appearance of the grounds of the Fig Tree, its garden and the Fig Tree change with the seasons and in response to changing weather patterns. All reasonable care is taken to maintain the grounds to a high standard. The Fig Tree cannot be held responsible for weather conditions, force majeure, the effect of weather and inconvenience and cost associated with damage or delay on the party or the event.

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10. The Fig Tree reserves the right to make necessary renovations and changes to the restaurant and/or accommodation and/or grounds as it sees fit and when necessary.
11. The Fig Tree, the owners and managers accept no responsibility or liability for any loss or damage to any property owned by you or your guests, including any hire goods and equipment which the occupier or his guests may bring on to the premises and all items that are on site.
12. We reserve the absolute right and without notice to you to exclude or remove from the event or premises any person who's behaviour is undesirable or offensive.
13. No use of or adding of nails, hooks, hanging of any item, or plugging in of equipment is permitted without prior approval.
14. The Fig Tree reserves all rights to refuse a booking and refund any payments.

### 15. Music & Noise

The Fig Tree is located in a rural residential area. All care and respect must be shown to the neighbouring properties. Over the years we have developed clear guidelines so that your event is a wonderful celebration and our neighbours' peace and quiet is respected:

- a. All musicians and DJs **must** be pre approved by Byron Bay Weddings in order to perform. All booked musicians must be listed as one of '[Our Tribe](#)' music partners.
- b. We recommend live acoustic music up until dinner and a DJ afterwards.
- c. Drums & wind instruments of any kind are not permitted.
- d. Live bands are limited to a maximum of a 3-piece arrangement.
- e. No BYO AV equipment is permitted. If required it is sourced by BBW. The Fig Tree has surround sound & a wireless microphone. This is for use inside the restaurant & in the pool area.
- f. The ceremony is completely unamplified (aside from vows).
- g. Music performed during canapé and cocktail hour is to take place by the pool, underneath the grapevines
- h. No live music after 7pm.
- i. After 7pm, a DJ or Playlist is permitted inside the restaurant, where dancing will take place.
- j. First dance can be held outside by the pool or inside the restaurant
- k. For music & speeches a 94db limit is set.

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l. Speeches are to be held inside the restaurant. Speeches held after 7pm will be unamplified.

m. All music is to be turned off at 10.30pm (10 pm on Sunday)

The Fig Tree reserves the right to adjust the volume of any music/ speeches played on site during the event to the agreed pre-determined decibel limit.

16. Byron Bay Weddings must approve all external suppliers before being contracted. The suppliers must sign and return to Byron Bay Weddings the Supplier T&Cs at their booking stage (approved suppliers are exempt).

17. The Fig Tree does not allow any drone photography/videography, fireworks displays, wishing lanterns or helium balloons to be released.

18. You indemnify Fig Tree from and against any claim, action, suit, damages, costs, personal injury, loss, expense or liability of any kind however suffered or incurred, in respect of any loss of life, personal injury, loss or damage to property or other loss whatsoever arising as a result of:

a. Any breach of this agreement by you or your guests;

b. Any breach of the law by you or your guests; and

c. Any negligent or wrongful act or omission by you or your guests

d. EXCEPT to the extent that such loss of life, injury, loss of or damage to property or other loss is caused by the negligence or wrongful act or omission by the fig tree.

19. The care of minors at The Fig Tree is the responsibility of the booked party. We recommend employing a childcare service.

20. Force Majeure event includes any event or circumstances which is in the nature of force majeure including but not limited to fire, flood, storm, accidents, plague, earthquake, riots, explosions, hostilities, labour disputes and industrial actions which prevent a party from complying with its obligations under this agreement and which that party did not cause and cannot control of influence.

21. Outdoor lighting and furniture bookings cannot be refunded in the case of wet weather.

**Disclaimer:** The Fig Tree does not accept liability for loss, damage, injury, delay, additional expense or inconvenience caused directly or indirectly by events at The Fig Tree.

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### **The Fig Tree Restaurant Accommodation (The Dairy & Sunrise House)**

The Dairy has three bedrooms, suitable for 6 persons

Sunrise House has four bedrooms, suitable for 8 persons

Check in is at 2.00pm on the day of arrival

Check out is at 10.00am on the day of departure. Late check-out will incur a \$150 late check-out fee.

No pre and/or after parties and/or day after celebrations unless arranged in writing by The Fig Tree.

### **Booking & Confirmation**

1. A deposit of \$2000 is required to be paid to The Fig Tree to hold a date
2. Before confirmation of a booking is given, a copy of the signed and completed Fig Tree Terms & Conditions must be received by The Fig Tree
3. The Fig Tree will email you to confirm your booking in writing

### **Deposits & Payments are to be paid to:**

#### **For The Fig Tree Restaurant & The Dairy Accommodation:**

Account Name: The Fig Tree

BSB: 082 522

Account Number: 844 854 946

Remitter Name: (couple's first names and date of booking) e.g. jackjill010119

### **Payment**

The remaining balance is payable in two instalments:

1. 50% of the due balance 90 (ninety) days / 3 (three) months prior to the scheduled event
2. The remaining balance is payable 14 (fourteen) days / 2 (two) weeks prior to the scheduled event

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### **Cancellations**

1. Cancellations and requests for transfers of date must be received in writing
2. If a booking is cancelled more than 12 months prior to the booked date, a refund is given less an administration fee of \$500.
3. If a booking is cancelled within 12 months of the booked date, there is no refund & 50% of the balance payment is due.
4. If a date is to be transferred, the following conditions apply.
  - a. More than 12 months (365 days) prior to the original booked date, there will be a \$500 administration charge and the booking will be transferred.
  - b. All other transfers of bookings the deposit is forfeited.

Please take care to do your due diligence and ask all necessary questions and confirm dates, times and details with all parties before you make your booking.

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### **SIGNED AGREEMENT between The Fig Tree Restaurant and You.**

The person signing this document shall be financially responsible for all charges, liability and any monies owed to us.

My signature below indicates that I have read and accepted all the above Terms & Conditions.

Booking Name: (Bride/Groom) \_\_\_\_\_

Booking Name: (Bride/Groom) \_\_\_\_\_

Date of Booking: \_\_\_\_\_

Date of Accommodation Booking: \_\_\_\_\_

Mobile: (Bride/Groom) \_\_\_\_\_

Mobile: (Bride/Groom) \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Email:(Bride/Groom) \_\_\_\_\_

Email: (Bride/Groom) \_\_\_\_\_

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

Suburb & Postcode: \_\_\_\_\_

Country: \_\_\_\_\_

*Credit Card Details are held on file as security in case of any additional expenses or costs incurred as per the T&Cs:*

Card Type: \_\_\_\_\_

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

Credit Card Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Security Bond Amount: \$2000

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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