

1. DEFINITIONS

For the purpose of these terms and conditions, the following definitions apply:

'Event Order' means the form provided to you prior to your event stating all details of your function.

'Business Day' means any day from Monday to Friday inclusive, except public holidays.

1.1 DURATION AND TIMING

1.2 Four hour receptions begin at 6pm & conclude at 10pm.

1.3 Five hour receptions begin at 6pm & conclude at 11pm.

1.4 On site ceremonies commence at 5pm unless otherwise negotiated.

2. BOOKINGS

2.1 Your chosen venue will be held tentatively for seven days; from the date San Martin accepts your booking.

2.2 The confirmation of your booking is required in writing to San Martin, and a deposit payment made (paragraph below) within seven days of making your booking. If a signed copy of this "Terms and Conditions" document and a deposit are not received by San Martin within seven days, the venue will be released, and your booking may be cancelled. Exceptions and extensions may apply at management's discretion.

2.3 The final payment to San Martin is required 14 clear Business Days before your function.

3. TRANSFER BOOKING

3.1 Should you need to change your booking date, the deposit is non-transferrable and non-refundable.

If the original booking date is resold to another wedding couple, your deposit will be transferred to your new booking date.

4. DEPOSITS & PAYMENTS

4.1 A \$2000.00 non-refundable deposit is required within (7) days of booking. The deposit is to be paid with terms and conditions signed and returned before your booking is guaranteed. Tentative bookings without a deposit paid and terms and conditions signed will only be held for a period of (7) days. San Martin reserves the right to release any tentative bookings after the (7) days.

4.2 The following payment schedule applies to all bookings:

4.3 Within 120 days of your booking, 50% of your estimated wedding cost is required to be paid

4.4 14 days prior to your wedding date, 100% of your wedding cost is required to be paid.

5. PAYMENT

5.1 The full payment of your wedding is required at least (14) prior to your wedding date.

Services will not be provided without the final payment being received.

5.2 Any additional charges need to be settled on departure.

5.3 Your credit card details will be held on file for final settlement purposes. There is a 1.5% credit card fee.

You will be notified regarding and charges processed on your credit card for any breakages, damages, or incidentals.

6. WEDDING DETAILS

6.1 You are required to provide San Martin in writing particulars of all venues, beverages, entertainment, technical requirements, room set ups, starting, and finishing times in connection with your wedding. These details are required at least one month before your function.

6.2 The final attendance numbers must be notified to San Martin (21) days prior to your wedding. Any reduction in attendance numbers within (21) prior to your function will be subject to charging at the full contracted amount.

Example: your approximate number of guests is 90 when confirming your booking, paying your deposit, and agreeing to the package's minimum number, which may say 70. Then, (21) days from your wedding, when final numbers are required, only 60 guests can attend the event. You will be then charged for the 70 minimum as listed on your package.

6.3 San Martin is a private Venue open to other guests. All guests are required to observe house rules, trespass, noise (music is to be turned down low after 10.30pm) and general behaviour, particularly at night. Anyone in your party creating nuisance may be asked to leave the premises immediately and will be liable for any damages caused either to other guests or the boat owners.

7. WEDDING CANCELLATION

7.1 All cancellations are required in writing.

7.2 All deposits / payments are non-refundable.

7.6 Notice within 1 month of your wedding date, 100% of the wedding cost will be charged if not already paid.

8. CIRCUMSTANCES BEYOND THE CONTROL OF SAN MARTIN

8.1 If San Martin is unable to provide the facilities or any other arrangements for your wedding or any part thereof, or to otherwise perform the terms of this agreement and San Martin failure is due to circumstances beyond its decision or control, San Martin is not responsible for any costs, damages or expenses that you may suffer or incur.

8.2 San Martin cannot guarantee the same coordinator throughout the planning process. In the result of a co-ordinator ceasing employment a new coordinator will be allocated at our discretion.

9. CONDUCT OF THE WEDDING

9.1 Your wedding must be conducted in an orderly and lawful manner.

9.2 San Martin may terminate your wedding if San Martin reasonably believes that your wedding is not being conducted in an orderly and lawful manner.

9.3 San Martin has no responsibility to you for any costs, damages, or expenses that you may incur in relation to San Martin termination of your wedding.

9.4 San Martin may exclude or remove any persons or possessions from your wedding or from the Marina premises. 10.5 No food (except wedding cakes) or beverages of any kind, other than those provided by San Martin, will be permitted at the wedding venue.

9.5 This Venue practices principles of responsible service of alcohol. The Venue reserves the right to refuse service and/or exclude any guest from the function or from the premises if the client is aggressive, destructive, or intoxicated.

10. LOSS AND DAMAGE

10.1 You are responsible for all loss and damage to the property of San Martin (including the Marina Premises and any fixtures, furnishings, or goods on or off the Marina) caused by or arising from any act or omission by you, your guests or any other persons attending your wedding or present in the Marina.

10.2 San Martin will take the most extreme care, but no responsibility will be taken for any loss or damage to merchandise, decorations, cakes, or any personal property prior to, during or after weddings.

10.3 You must ensure that nothing is nailed, screwed, or adhered in any way to any wall, door or other part of the building unless prior permission is granted by San Martin.

11. DIETARY REQUIREMENTS

11.1 We are happy to organise special meals for guests with dietary requirements and we ask for notification of these dietary requirements at the scheduled 21 days meeting.

12. FOOD TASTING

12.1 We are able to offer food tastings, please refer to your Wedding package.

13. CHILDREN'S MEALS

13.1 We offer chicken nuggets and chips for kids under 12 years old and the price is \$30 for children aged 5 to 12 and \$15 for kids under 4. Teenagers (13-17) are served the same meals as adult guests. Please note no alcohol is to be served to these minors.

14. SUPPLIERS MEALS

14.1 We offer a \$35.00 meal served with a complimentary beverage for any supplier (photographer, videographer, photobooth attendant etc.). Please advise if these are required when stating your final numbers, 21 days prior to your wedding. If you have a DJ included in your wedding package, San Martin will provide him with a meal.

15. BAR & BEVERAGES

15.1 No drinks of any kind are to be brought into our ceremony and receptions venues.

15.2 RSA laws apply and will be honoured as is our duty under NSW Licensing Laws.

15.3 No minors will be served.

15.4 Drinks prices are fixed 21 days prior to your wedding. Bar tab or cash bar options will be available during or after the bar tab or package duration.

16. MUSIC and ENTERTAINMENT

16.1 Live music is limited to no more than a four-piece band. A live soloist or duo is also acceptable. A DJ can be hired for your reception or you can simply play a playlist through our PA system. Whilst we understand that you are wanting music at your reception, San Martin reserves the right to monitor sound levels as needed.

17. BOATS, TRANSPORT & HELICOPTERS

17.1 Please discuss this with your wedding coordinator at least 1 month prior to your wedding.

18. CHANGES TO EQUIPMENT

18.1 San Martin makes equipment, furniture available to you, however some advertised equipment might be unusable due to repair or replacement. In these cases, San Martin will provide suitable alternative substitute equipment.

19. SURCHARGES

19.1 A surcharge of \$750 per hour is applicable if a wedding continues longer than 5 hours on Public Holidays.

19.2 Please discuss with your wedding coordinator if you would like to extend the reception venue hire, as San Martin would not be able to arrange this on the day.

19.3 A 20% surcharge is applicable to the total food and beverage account for wedding held on Public Holidays.

20. EXTERNAL SUPPLIERS

20.1 Where goods or services are supplied from an external supplier additional terms and conditions may apply, such as additional deposits, earlier confirmation of final numbers or cancellation fees. You are responsible for any fees that may apply in relation to the supplier's terms and conditions.

20.2 San Martin acts as an agent for external suppliers, such as Photography and Videography, Decorators, Cake Supplier, and others, therefore the suppliers hold all responsibility for their services.

21. ITEMS NOT COLLECTED

21.1 Any items that have not been collected after the event will be disposed of within (7) days.

22. SAN MARTIN WAIVERS RESPONSIBILITY FOR:

22.1 Theft, damage, or loss of any goods brought onto SAN MARTIN Premises

22.2 Any introduction of food to the wedding and the effect of thereafter.

23. SUBSTITUTION OF WEDDING VENUES

23.1 San Martin may assign you to another area or room for your wedding in the event that the area or room originally designated for your wedding is unavailable for any reason or San Martin believes the area of San Martin originally designated for your function is deemed inappropriate.

23.2 Options for wet weather ceremony venue change will be Shed Restaurant, depending totally on which is available on the wedding day. The decision to move the ceremony venue in the event of wet weather is the responsibility of the bride and groom based on advice from San Martin. However, San Martin reserves the right to overrule the bride and groom's decision if necessary. The decision must be made no later than 8.00am on the day of your wedding.

24. CONFETTI, PETALS & BUBBLES

- 24.1 All confetti are prohibited.
- 24.2 Bubbles and petals are the exception, please discuss this with your wedding coordinator prior to the event.
- 24.3 No metal cut sprinkles, crystals, glitter allowed (including on tables for your reception).

25. RECORDING OF YOUR WEDDING

- 25.1 San Martin reserves the right to use any image or video taken from the event, for the purpose of any legitimate advertising or marketing activities for San Martin to use in any media type including internet, newspaper, and television.

26. PRICE VARIATIONS

- 26.1 Whilst every effort is made to maintain prices as printed or quoted, they may be subject to increase without notice to cover unforeseen price rises. Please note: each package is increased on January 1 each year.
- 26.2 If your wedding date is changed to the next year for any reason, the new wedding package prices and venue hire fees will apply.

27. SMOKING

- 27.1 In accordance with the NSW Health and Hygiene laws, smoking is not permitted within the Marina.

28. EARLY ARRIVAL OF GUESTS

- 28.1 San Martin weddings begin strictly at the organised time on your Wedding Checklist Agreement. It is the responsibility of the host to make sure guests don't arrive earlier as we will not be ready to serve your guests.

29. NO LIABILITY

- 29.1 To the fullest extent permitted by law, San Martin and its employees, agents or contractors, will not be liable to you or any guests, invitees and/or any other persons who attend the function 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 your use of San Martin's property and/or the function however caused, however liability is asserted (including, but not limited to, in tort (including in negligence), in contract and/or under statute and/or general law) and irrespective of whether you have been advised of, or otherwise might have anticipated the possibility of, any loss or damage.

30. WARRANTIES

- 30.1 Except as provided in this contract, all express and implied warranties under statute or general law as to merchantability, description, quality, suitability or fitness of the services rendered by San Martin for any purpose or otherwise are expressly excluded to the fullest extent permitted by the applicable law.

30.2 All other conditions and warranties, statutory or otherwise and whether express or implied, are hereby excluded to the fullest extent permitted by the applicable law, and no guarantee, other than that expressly herein contained and the statutory guarantees that cannot be excluded or limited under the applicable law, apply to the services rendered by San Martin to which the applicable guarantee relates, or any accessory or part thereof.

31. INDEMNITY

- 31.1 You are liable for any damage sustained to San Martin, its employees, agents or contractors and/or its premises and contents that is caused by you, your guests, invitees or other persons attending the function, while in any area at the San Martin premises. You indemnify San Martin 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 function. 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.

Please read these terms & conditions carefully. If you do not understand any of the terms & conditions or have any questions, please discuss them with our Wedding Co-ordinator. In paying the booking deposit, these terms and conditions are binding upon the client. Please contact us if you're unsure about these terms and conditions or need any further clarification.

San Martin is owned and operated by Denarke Pty Ltd ATF Martha Cove No.3 Vineyard Trust ABN 50 973 343 084 trading as d'Albora Marinas.