

Terms and Conditions:

1. Opening Hours

- The Blue Mountains Botanic Garden, Mount Tomah (the Garden) is open 9.30 am– 5.30 pm and is closed on Christmas Day.
- Any function that runs outside of the Garden opening times will be required to pay an after-hours security fee as noted in the rates schedule. All after hour's functions must cease by 10pm and all parties must vacate the Garden by 10.30pm.
- The security fee for an after-hours function on a public holiday is available at a price on application.

2. Booking

- Applicants must be over 18 years of age to book the venue and sign the Terms and Conditions.
- A booking may be secured upon receipt of a non-refundable deposit of \$200 and a completed booking form. A booking confirmation will be provided.
- The balance of your function fee is required one week prior to your function. Your function will not be permitted unless all fees have been paid in full.
- Payments may be made by cash, cheque, credit card (MasterCard, Visa) or direct deposit into our account.
- You are liable for any outstanding charges and/or the repair or replacement value of damage or loss to the property regardless of the amount. This includes the time and effort involved in replacing or repairing any item that has been damaged, lost or stolen. Provision of your credit card details (Visa or Master Card only) serves as your security bond. Your signed booking form remains the property of The Trust for this security bond until we determine your liability ceases.
- If you have made a booking but wish to change the time or site, please contact the Functions & Events Coordinator on 4567 3019 for availability.
- There is no free set up time – applicants should consider set up and pack down time when making a booking.
- The site you have chosen for your ceremony cannot be closed off to the public; however, it is reserved for your use. Signage is erected prior to the booking time to advise members of the public that the area has been reserved.
- Your booking window includes set up and pack down time. Please ensure you include any equipment set up, guest arrival, etc within your booking window.

3. Cancellations

- If you wish to cancel a booking, please contact the Functions & Events Coordinator on 4567 3019.
- All cancellations will incur a \$200 administration fee and the balance of any other monies paid will be reimbursed within 4 weeks.
- As the Garden has no control over weather conditions, no refunds will be given in the event of inclement weather.
- If a venue booking is cancelled because the Garden is closed or, in the reasonable opinion of the Trust, the venue is unusable for any reason, the hirer hereby agrees and acknowledges that the Trust will not be liable for any direct or indirect loss that the hirer may suffer. The hirer hereby releases the Trust, its servants, agents and contractors from any claims, losses, and liabilities which may arise because of a venue booking cancellation.

4. Entry

- Entrance to the Garden is from Bells Line of Road at Mount Tomah. The Garden is well signposted
- Access to Garden areas is pedestrian only and vehicles are not permitted off the main roads of the Garden unless previously arranged. Arrangement can be made with the Functions & Events Coordinator for delivery vehicles or bridal party vehicles

(vintage/classic car, horse etc.) to move under supervision of a Ranger. A fee applies for these services.

5. Equipment

- The Garden has available 8 chairs for guests along with one small signing table, a tablecloth and an additional 2 chairs for the signing of the register.
- Additional equipment can be hired from function hire companies. All equipment being brought into the Garden requires prior permission. The hirer must notify the Garden prior to the event of any suppliers who will be providing goods or services. A copy of their current public liability insurance must be provided to the Garden, along with details of drop off and pick up times. A list of suppliers previously delivering to the Garden can be supplied on request.
- Marquees may be erected on the Formal Lawn only by special arrangement and additional fees are applicable. Marquees are to be erected under Garden staff supervision to protect underground irrigation systems. Flooring is mandatory in all function and catering marquees to protect the turf.
- Lighting is mandatory for all after hours' function on the Formal Lawn to ensure visibility and thereby safety between the hired site and the Visitor Centre toilets.
- Hirers are responsible for the care and control of all externally hired equipment as well as their own property/personal effects. Loss or damage to such items is not covered by the Blue Mountains Botanic Garden, Mount Tomah insurance policy.
- Decorations are not permitted unless prior arrangements have been made.
- Throwing of confetti, glitters, sprays, streamers, poppers or rice is NOT permitted.
- Rose petals and bubbles are permitted.
- No live plant material containing soil is to be used within the Garden. (The Garden holds internationally important plant collections and this requirement is to protect the collections from any risk of transmission of plant diseases).
- Music and public-address systems – pre-recorded music or a small live ensemble is allowed. Discrete use of amplified or live music and wedding ceremony public address systems is permitted. This use must not impinge on other users of the Garden and the Garden reserves the right to instruct that the system be turned off if complaints are received from other patrons. The Formal Garden is the only site in the Garden with an electricity supply. Battery powered PAs may be used as well as generators with silencers.
- All goods brought in by the hirer must be removed from the premises no later than the time specified on the hiring agreement, unless prior arrangement has been made.
- Decorations are welcome however they must all be removed after the function and must not damage the site.
- Smoke machines are NOT allowed.

6. Cleaning

- Hired sites must be left as found and ready for the next user.
- No food or drink should be left on the premises.
- All rubbish is to be taken away with the hirer. Rubbish disposal can be arranged with the Blue Mountains Botanic Garden, Mount Tomah for a fee.
- Ice and hot water are NOT to be tipped on any lawn or garden bed as it damages the Garden. Ice and hot water are to be tipped onto the edge of a roadway or path only; ensuring the safety of all guests and visitors is maintained.

7. Damage

- All damages must be reported to the Blue Mountains Botanic Garden, Tomah on 4567 3000.

- The hirer is responsible for the full replacement cost of any damages or breakages to the venue, its fittings and contents, and the surrounding grounds or any additional cleaning that is required.
- If fire equipment is used in an irresponsible manner, the cost of inspection and replenishing will be the responsibility of the hirer.
- If a fire alarm is activated unnecessarily the hirer will be liable for the fine issued by NSW Fire Brigade.

8. Parking Noise and Surrounding Residents

- The hirer is responsible for the preservation of good order during and following the hire of the facility amongst their guests.
- Vehicles should only be in designated parking areas and STRICTLY not on any grass or planted areas. Hirer will be charged for any damage caused.

9. The applicant agrees:

- under no circumstances to set up in any other areas of the Garden other than the section hired.
- to be responsible for the conduct of any visitor/guest during the hire period and ensure the attendance at the event does not exceed the number of guests advised. The cost of any damage caused by any person during the function will be charged to you as the applicant.
- to ensure that guests leave the facility in an orderly manner with respect to surrounding neighbours. The hirer will be responsible for any damage or inconvenience to any residents during the function and/or when leaving the premises and will be charged accordingly.
- to notify the ranger immediately if there is any threat of trouble.
- to report any accidents or injuries which occur while at the facility during times of hire to the ranger on duty.
- that they will occupy the venue at their own risk and hereby releases, to the fullest extent permitted by law, the Blue Mountains Botanic Garden, Mount Tomah (the Garden), its servants, agents and contractors, and hereby indemnifies the Garden from and against, all claims and all liability which may arise in respect of any accident or damage to property or death of, or injury to, any person of whatsoever nature or kind arising as a result of any act or neglect of an applicant or any of their invitees.
- to ensure that there is no smoking inside any buildings.
- to ensure no pets or animals are on the premises.

10. The Garden holds important plant collections and the Garden reserves the right to renovate its collections and/or garden beds at any time.

11. **Emergency contact** - Please call 4567 3000 or the ranger on 0428 118 563.