

# Terms and Conditions

## Weddings at Wilson Botanic Park Berwick

### Terms and conditions of hire

#### 1. Application

Bookings will be reviewed after receipt of full payment and completed booking form. Confirmation of your booking will be received in the form of an email once your application has been approved.

All hiring fees are inclusive of a 10 per cent GST. GST does not apply to security bonds. Applications can be made:

By email	<a href="mailto:wbbp@casey.vic.gov.au">wbbp@casey.vic.gov.au</a>
In person	Wilson Botanic Park Berwick 668 Princes Highway Berwick
By fax	9769 5726
By post	Wilson Botanic Park Berwick PO Box 1000 Narre Warren VIC 3805

#### 2. Security Bond

Security Bond will be charged for weddings. It is payable one month prior to the wedding date. If any damage to the gardens or rubbish is left on site, management reserves the right to deduct from the security bond up to the full amount for damages/clean-up fees.

Security Bond return where paid electronically will be via direct deposit or a cheque, within a four week period from the conclusion of the booking.

It is required that the hirer/s conduct the function in a responsible manner and with full compliance of the Wilson Botanic Park Berwick regulations and all statutory requirements.

#### 3. Alterations/cancellations

Amendments to the booking are required in writing.

If alteration is received four weeks prior to the booked date, and is moved to a date within six months of original hire date - there will be no administration fee charged.

If alteration is received 4 weeks prior to the booked date, and if booking is moved to a date from six to 12 months of the original hire date - there will be a 25 per cent administration fee charged.

Amendments made to the booking less than four (4) weeks prior to the booked date will be treated as a cancellation.

Amendments made to move the booking further out than 12 months from original hire date will be treated as a cancellation.

Hire fees are non-refundable due to cancellation.

If a booking is cancelled due to inclement weather it will be treated as a cancellation.

## **5. Time limitations**

Bookings are for the time specified on the confirmation email and/or photography permit. Locations must be vacated by the confirmed times. Booking times include setting up and cleaning up after your function.

## **6. Park staff**

As part of the site hire agreement, hirers and participants must comply with reasonable directions of park staff or Security Officers.

Staff members have the authority to terminate a booking at any time when compliance of these terms and conditions are not met. Furthermore, the hirer shall forfeit the entire security bond.

## **7. Guidelines for use**

### **Equipment**

A number of white chairs, ornamental signing table and chairs, trestle tables and café tables are available for use at your function. Equipment required must be noted on your booking form.

Wilson Botanic Park Berwick will set up and pack up equipment. This forms part of your two hour ceremony booking.

### **Third party providers**

If you are bringing any third party supplier on a copy of their public liability insurance must be provided to the site upon booking and a minimum of one week prior to booking. The third party hirer is required to set up and pack up within the two hours' time allocated to your ceremony booking.

### **Rubbish/cleaning**

The hirer/s is responsible for the removal of all rubbish and decorations associated with their function and must ensure the site is cleaned and left in its original condition.

### **Structures**

Structures including shade structures/umbrellas and marquees are welcome, however must have written consent from Park staff. All temporary structures must be secured by weights only.

### **Decorations**

Decorations must be outlined in the booking form. Staff will ensure that these can be accommodated at the site. Only blue tac is to be used to put decorations onto structures both internally and externally.

No confetti, rice or fake flower petals are to be used in the park. Bubbles and rose petals are welcome.

All decorations need to be removed at the conclusion of the booking.

## **8. Smoking**

Whilst smoking is permitted outdoors in the park, please ensure that all cigarette butts and packaging is disposed of appropriately. No smoking is allowed inside or within 10 metres of all building structures.

## **9. Vehicle Access**

There is no vehicle access to the Park with the exception of a wedding vehicle. Wilson Botanic Park Berwick staff will take your party supplies up to the area of your hire. One trip is allocated per booking.

Cars must remain on paths. Stretch limousines over nine metres are not permitted in Wilson Botanic Park Berwick.

Horse Drawn carriages are permitted. Please speak to park staff for more information. A wheelchair is available upon request.

## **10. Alcohol**

Council's Local Laws do not allow the consumption of alcohol in public places. Unless written exemption is granted.

Alternatively, a liquor licence is required if you wish to sell, supply or bring your own alcohol for consumption at the park. Visit The Victorian Commission for Gambling and Liquor Regulation website to apply online or download an application form.

## **11. Permission to occupy**

The hirer is only entitled to the reserved use of the nominated location/s of Wilson Botanic Park Berwick on the date/time specified in their confirmation email.

Wilson Botanic Park Berwick management reserves the right to hold other events in the Park, which may coincide with your booked date.

No section of the hired location/s shall be sub-let, contract transferred or re-assigned without the written consent from Wilson Botanic Park Berwick management.

Wilson Botanic Park Berwick management has the authority to request further details of the hirer and/or function pending approval.

## **12. Indemnity and insurance**

### **Theft, loss and damage**

Any loss of or damage to equipment (including, but not limited to, decorations and personal belongings) are the responsibility of the hirer and/or hirer's agents and guests. The City of Casey nor its staff shall be liable for theft, loss or damage sustained by the hirer or any person, firm or corporation entrusting to or supplying any equipment, item or service to the hirer, by reason of any such equipment, item or service being damaged, lost or stolen.

### **Indemnity**

The hirer/s agrees to indemnify and to keep indemnified, the City of Casey Council, its servants and agents, and each of them from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the hirer/s performance or purported performance of its obligations under this agreement and be directly related to the negligent acts, errors or omission of the hirer/s.

The hirer/s liability to indemnify the City of Casey Council shall be reduced proportionally to the extent that any act or omission of the City of Casey, its servants or agents, contributed to the loss or liability.

## **Insurance**

Public Liability Insurance which will cover the hirer against damages and injuries to their guests and other users of the Park if they are proven negligent can be made available (at a cost of \$25) through City of Casey. Public Liability Insurance may be deemed necessary by WBPB Officer in accordance with risk assessment; or Public Liability Insurance can be requested by the client.

A copy of the certificate of currency for all insurance purchased will be made available from the City of Casey upon request.

## **13. Disputes**

In the event of any dispute or difference arising as to the interpretation of these conditions, or of any matter contained therein the decision of the City of Casey's Chief Executive Officer or his nominated representative thereon shall be final and conclusive.

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### **Contact City of Casey**

03 9705 5200

**NRS:** 133 677 (for the deaf, hearing or speech impaired)

**TIS:** 131 450 (Translating and Interpreting Service)

caseycc@casey.vic.gov.au

**casey.vic.gov.au**

 facebook.com/CityOfCasey

 @CityOfCasey

PO Box 1000  
Narre Warren VIC 3805

### **Customer Service Centres**

#### **Cranbourne**

Cranbourne Park Shopping Centre

#### **Narre Warren**

Magid Drive

#### **Narre Warren South**

Amberly Park Shopping Centre