



Solterra & Vine

Restaurant and Events Terms and Conditions

Welcome to Solterra & Vine. We appreciate you choosing our estate for your dining or event experience. To ensure the safety and comfort of all guests, we ask that you read and understand our terms and conditions below. By entering the property or making a booking, you agree to be bound by these terms.

Solterra & Vine reserves the right to amend these Terms and Conditions at any time without notice. The version published on our website (www.solterravine.com.au) at any given time is the current and prevailing version, superseding all prior oral or written versions. It is your responsibility to ensure you are referring to the most recent version prior to your event or arrival at our property.

1. Definitions and Interpretations

1.1. Definitions

- 1.1.1. **Agreement** means the agreement between You and Us, constituted by these Terms and Conditions and any specific event booking confirmations.
- 1.1.2. **Booking** means a confirmed reservation for dining or a private event.
- 1.1.3. **Claim** means a claim, action, proceeding, judgment or demand made or brought by or against a person, however arising and whether present, unascertained, future or contingent.
- 1.1.4. **Conditions** means these holiday accommodation terms and conditions.
- 1.1.5. **Consumer Guarantees** means the guarantees set out in Division 1, Part 3-2 of the Australian Consumer Law.
- 1.1.6. **Liability or Loss** means any liability, loss, cost, expense, damage, or penalty, however arising.



- 1.1.7. **Price** means the price payable for any menu item or event.
- 1.1.8. **Property** means the Solterra & Vine estate located at 46 Hermitage Road, Maiden Gully VIC 3551, Australia.
- 1.1.9. **We, Us or Our** means Xscape Hospitality Pty Ltd t/a Solterra & Vine (ACN 693 279 426) or Regional Escapes Pty Ltd t/a Regional Escapes (ACN 651 579 574) or Xscape Realty Pty Ltd t/a regionalXscapes (ACN 686 072 159) or all (as the case may be).
- 1.1.10. **You or Your** means the guest or the person making the Booking.

1.2. Interpretation

- 1.2.1. In this agreement, unless the context requires otherwise:
 - 1.2.1.1. the singular includes the plural and vice versa;
 - 1.2.1.2. the words "in writing" include any communication sent by post or email;
 - 1.2.1.3. the word "person" includes a natural person and any body or entity whether incorporated or not;
 - 1.2.1.4. a mention of anything after include, includes or including, does not limit what else might be included;
 - 1.2.1.5. a reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re enacted or replaced from time to time;
 - 1.2.1.6. a reference to a group of persons or things is a reference to any two or more of them jointly and to each of them separately;
 - 1.2.1.7. an agreement, representation, warranty or indemnity by two or more persons binds them jointly and each of them separately;
 - 1.2.1.8. an agreement, representation, warranty or indemnity in favour of two or more persons is for the benefit of them jointly and each of them separately
 - 1.2.1.9. no provision of this agreement will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the agreement or the inclusion of the provision in the agreement;



- 1.2.1.10. all monetary amounts are in Australian dollars, unless otherwise stated and a reference to payment means payment in Australian dollars;

- 1.3. The Conditions are legally binding between the Agent and the Client.

2. General

- 2.1. You acknowledge and agree that;
 - 2.1.1. **Age Requirement** You must be 18 years of age or over to make a Booking or purchase alcohol on the Property.
 - 2.1.2. **Binding Agreement** These Conditions are legally binding between Solterra & Vine and You.

3. Dining and Property Access

- 3.1. Menu items and prices are subject to change. All printed menus and prices within the restaurant at the time of your booking prevail over any other digital version of the menu.
- 3.2. **Dietary Requirements** Please advise us of all specific dietary requirements or preferences at the time of booking or at least 14 days prior to an event.
- 3.3. **Allergies** Our kitchen is a shared space where cross-contamination of allergens may occur. While we offer gluten-free and nut-free options, we cannot 100% guarantee that any item is completely free of trace allergens. Your safety is our priority. Please consult with our staff for more detailed ingredient information.
- 3.4. **Surcharges** A 10% surcharge applies on all menu items on Sundays and 15% surcharge applies on all Public Holidays.

4. Event Bookings

- 4.1. **Exclusivity** Private event hire grants exclusive use of specific spaces (e.g., Private Function Room or Main Dining Room) or the entire venue for "The Big Event."
- 4.2. **Duration** Standard hire times are 3 hours for Social Events (Breakfast:



8:30am–11:30am; Lunch: 12pm–3pm), 4 hours for Private Evening Events (6pm–10pm), 6.5 hours (4pm–10:30pm) for whole venue hire evening events and 10 hours (12:30pm–10:30pm) for whole venue hire from midday private events. All events allow half an hour either side event for guest arrival and departure. .

- 4.3. **Minimum Spend** Minimum spend requirements apply to event bookings. This spend covers all spend on food and beverage.
- 4.4. **Venue Hire Fee** Venue hire fee is not included in the minimum spend and covers staffing for the day and prior to the event and exclusive use rights.

5. Price and Payment

- 5.1. **Deposit** A 25% deposit is required to secure any event booking.
- 5.2. **Final Payment** Final guest numbers and the balance of payment are due 30 days prior to events being hosted in the function room or main dining hall. For whole venue events final guest numbers and balance of payment are due 60 days prior to event.

6. Event Cancellation Policy

6.1. Function Room and Main Dining Room Cancellation

- 6.1.1. **Over 30 days notice** Refund of deposit minus a \$150 administration fee.
- 6.1.2. **15–30 days notice** Retention of the initial 25% deposit.
- 6.1.3. **0–15 days notice** Retention of the full booking fee/minimum spend.

6.2. Whole Venue Cancellation

- 6.2.1. **Over 180 days notice** Refund of deposit minus a \$350 administration fee.
- 6.2.2. **60–180 days notice** Retention of the initial 25% deposit.
- 6.2.3. **0–60 days notice** Retention of the full booking fee/minimum spend less 50% refund on any booked accommodation that is able to be rebooked. Refunds will not be issued until 15 days after the intended date of event to allow time to reconcile any booked accommodation and determine the due refund amount. Any refund amount is at our sole discretion.



7. Use of Property and Conduct

- 7.1. You are responsible for the conduct of all your invitees on the Property.
- 7.2. No illegal or anti-social activity is permitted on or around the Property.
- 7.3. Excessive noise is not permitted. Noise monitoring devices may be in use to ensure compliance with local regulations.
- 7.4. Smoking is prohibited inside the restaurant. Cigarette butts must be disposed of properly in designated areas.
- 7.5. You are welcome to bring your own cake. We offer a self-serve option at no extra charge.
- 7.6. BYO beverages are strictly not available.

8. Liability and Indemnity

- 8.1. **Indemnity** You must indemnify Us against any Claim or Liability incurred in connection with a breach of this Agreement, negligent acts, or wilful misconduct by You or Your invitees.
- 8.2. **Limitation of Liability** Except for Consumer Guarantees, Our liability for loss or damage is limited to a refund of the Price paid or the re-supply of services.

9. Risk

- 9.1. Subject to the operation of the Consumer Guarantees, You acknowledge and agree Your entry and occupation of the Property (and that of any of Your invitees) is at Your sole risk. Specifically:
 - 9.1.1. We are not responsible for personal injury suffered by You or your invitees suffer at the Property
 - 9.1.2. We are not responsible for any damage to, or theft of, Your or your invitees property located on the Property during your occupation, or left on the Property following Your occupation of the Property.
 - 9.1.3. You are responsible for any damage You or Your invitees cause to the Property or its contents, and
 - 9.1.4. You are responsible for any personal injury suffered by any person by



reason of Your conduct during your occupation of the Property.

9.2. Property Suitability for your needs:

- 9.2.1. Should the Property not meet your expectations, refunds/compensation will NOT be considered once your booking/event has commenced, or after you leave the Property.
- 9.2.2. You are welcome to come and inspect the Property prior to Your Booking or Event to consider if the property is suitable for Your needs.

10. Privacy

- 10.1. You authorise Us to collect and store Your personal information in accordance with Our Privacy Policy, available on our website to download, for service and marketing purposes.

11. Complaints and Dispute Resolution

- 11.1. **General Policy** Solterra & Vine is committed to "True Hospitality." We value Your feedback and take all complaints seriously. We aim to resolve any issues quickly and fairly.
- 11.2. **Immediate Notification (On-Site)** To ensure the best possible experience, We request that any concerns regarding food quality, service, or the Property be raised with the Manager **at the time of the incident** or during the Booking. This provides Us with the immediate opportunity to investigate and rectify the issue (e.g., replacing a meal or addressing a maintenance concern) while You are still on the Property.
- 11.3. **Formal Complaints Process** If an issue is not resolved to Your satisfaction on-site, You must submit a formal complaint in writing to hello@solterravine.com.au within **7 days** of Your visit or event. Please include:
 - 11.3.1. Your booking name and date of visit.
 - 11.3.2. A detailed description of the issue.
 - 11.3.3. Any supporting evidence (e.g., photos or receipts).
 - 11.3.4. Your desired resolution.



- 11.4. **Our Response Timeline** We will acknowledge receipt of your complaint within **2 Business Days** and aim to provide a full response or resolution within **10 Business Days**.
- 11.5. **Australian Consumer Law** Nothing in these Terms and Conditions; including this Complaints Clause; excludes, restricts, or modifies any guarantee, right, or remedy available to you under the **Australian Consumer Law (ACL)**. If our services fail to meet a Consumer Guarantee (e.g., they are not provided with due care and skill), you are entitled to a remedy as prescribed by law.
- 11.6. **Limitation of Liability** Subject to your rights under the ACL, Solterra & Vine's liability for any complaint is limited to:
- 11.6.1. The re-supply of the service (e.g., a return visit or replacement meal); or
 - 11.6.2. A refund of the price paid for the specific service that was the subject of the complaint. We are not liable for any "consequential loss" (e.g., travel costs or emotional distress) resulting from a service issue.

12. Further General Conditions

- 12.1. This Agreement shall be governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts operating in that state.
- 12.2. You warrant that this Agreement creates binding and valid legal obligations.
- 12.3. We reserve the right to amend these Terms and Conditions at any time.
- 12.4. To the maximum extent permitted by law and excluding the Consumer Guarantees, all terms, conditions and warranties that would be implied into this Agreement or in connection with the supply of the Our services under law, statute, custom or international convention are excluded.
- 12.5. You warrant that You have read and understood this Agreement and has had an opportunity to obtain legal advice before executing them.