



# TERMS & CONDITIONS

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## 1.0 DEFINITIONS

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In these Terms and Conditions unless the context indicates otherwise:

- a) Booking Form means any booking form submitted by You to us including our online MyGabbinbar booking form;
- b) Event means the event specified in the Booking Form or the date agreed upon by You and us;
- c) Event Date means the date specified in the Booking Form or the date agreed upon by You and us;
- d) Event Services means the services specified in the event package in the Booking Form or the services agreed upon by You and us;
- e) Force Majeure means any cause or circumstance beyond Gabbinbar's reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lock-outs, labour disputes, fires, floods, acts of god or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by an government or any semi-government authorities or embargoes;
- f) Gabbinbar or we/us means Prethink Pty Ltd ACN 151 648 814;
- g) Liquor Licensing Legislation means the Liquor Act 1992 (Qld), the Liquor Regulation 2002 (Qld) and any accompanying regulations or legislation;
- h) Premises means the premises located at 344 Ramsay Street, Toowoomba;
- i) Total Estimated Cost means the total estimated cost of the Event Services but not the Booking Fee, as advised by us to You;
- j) You/your means the client obtaining the Event Services; and
- k) Booking Fee means the cost for us to confirm your Event Date at Gabbinbar. It is charged separately to the Total Cost of your Event.

## 2.0 PROVISION OF SERVICES

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Subject to these Terms and Conditions, Gabbinbar:

- a) grants to you a license and authority to use the Premises on the Event Date; and
- b) agrees to provide the Event Services to you;
- c) for the purpose of presenting the Event.

These terms and conditions do not create a tenancy or any other relationship between Gabbinbar and you other than that of licensee and licensor.

You must not on-hire any part of the Premises.

## 3.0 TENTATIVE BOOKINGS / BOOKING FEE

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You acknowledge that due to Gabbinbar's popularity as a pre-eminent venue in Queensland, a tentative booking will be held for five (5) days only. The booking is not considered confirmed until Gabbinbar has received your Booking Fee (as specified in clause 4.1 below) and Booking Form. If your Booking Form and Booking Fee is not received within five (5) days your tentative booking will expire and your date will be available to be booked by others. Once we have received your Booking Form and Booking Fee, we will send you a receipt and confirmation of your booking.

## 4.0 PAYMENT

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All payments below include 10% GST.

Payment by Visa or Mastercard attracts a one point five percent (1.5%) additional surcharge. Payment by direct Fee into our bank account does not attract an additional fee.

### 4.1 BOOKING FEE

On returning the booking form (within five (5) days of tentative booking) a non-refundable booking fee of two thousand five hundred dollars (\$2,500) (the Booking Fee) must be received by Gabbinbar.

### 4.2 6 MONTH PROGRESS PAYMENT

At least six (6) months before your Event a tax invoice will be sent to you from Gabbinbar for twenty-five percent (25%) of the Total Estimated Cost of your booking (the Progress Payment). Payment for this invoice must be received by Gabbinbar six (6) months prior to your Event. This payment is strictly non-refundable.

If twenty-five percent (25%) of the Total Estimated Cost of your booking is not received six months (6) before your Event your booking will expire, your date will be available to be booked by others and you will forfeit your Booking Fee.

### 4.3 3 MONTH PROGRESS PAYMENT

At least three (3) months before your Event a tax invoice will be sent to you from Gabbinbar for twenty-five percent (25%) of the Total Estimated Cost of your booking (the Progress Payment) less the Progress Payment amount already paid. Payment for this invoice must be received by Gabbinbar three (3) months prior to your Event. This payment is strictly non-refundable.

If fifty percent (50%) of the Total Estimated Cost of your booking is not received three months (3) before your Event your booking will expire, your date will be available to be booked by others and you will forfeit any Progress Payments and your Booking Fee.

### 4.4 14 DAY FINAL PAYMENT

By fourteen days (14) before your Event a tax invoice will be sent to you from Gabbinbar for one hundred percent (100%) of the Total Estimated Cost of your booking, plus any additional amounts which have been agreed between you and Gabbinbar for services (for example, the cost of additional guests above the number specified in the Booking Form) (the Final Payment) less the Progress Payment amounts already paid. Payment for this invoice must be received by Gabbinbar fourteen days (14) prior to your Event. This payment is strictly non-refundable.

If the costs specified in this clause 4.4 are not received fourteen days (14) before your Event your booking will expire, your date will be available to be booked by others and you will forfeit your Booking Fee and Progress Payments.

## 5.0 BAR/DRINKS

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Gabbinbar is a licensed venue. Drinks of any kind are not permitted to be brought onto the Gabbinbar estate unless you have arranged BYO drinks service in accordance with clause 5.1 below.

The provision of drinks including tea and coffee, juice, soft drink and alcohol must be arranged with Gabbinbar and are separately charged for.

The cost of any bar tab or drinks package will be included in your Total Estimated Costs for the Event and must be paid for in accordance with clause 4 above.

Unlimited tea and coffee is available to your guests once they enter the Conservatory. The cost of this service is included at no additional charge if you choose a 'drinks package' referred to in clause 5.1. If you choose a 'bar tab' or guests purchase their own drinks in accordance with clauses 5.2 you will be charged for tea and coffee on a per cup used charge rate.

There are two options with drinks:

### 5.1 DRINKS PACKAGE

You choose a set amount per head for a specified number of hours and we provide a continuous service of drinks during that time.

As a licensed venue, Gabbinbar complies with all legal requirements in regards to the service of alcohol. You and your guests are not permitted to bring alcohol onto the premises.

### 5.2 BAR TAB

We provide a price list of drinks before your Event and you choose to cover all or part of the cost of drinks during the function.

There are two options for drinks tabs:

- a. Unlimited tab – you cover the costs of all drinks consumed at the Event. A minimum one thousand \$1,000 bar tab is charged. If you choose to have an unlimited bar tab you will need to provide us with an active credit card so we can take a 'pre-authorisation' prior to the Event. We will deduct the cost of additional drinks from your credit card at the conclusion of your Event.
- b. Limited tab – you cover the costs of the drinks up to a dollar limit set by you. Once this limit is reached we will contact you (or your designated contact) whereby you can increase the limit or choose your guests to purchase their own drinks. A minimum one thousand \$1,000 bar tab is charged.

## 6.0 CANCELLATION

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If you cancel your tentative booking before Gabbinbar has received the Booking Fee you will not be liable for any costs, however, your booking will expire and your Event Date will be able to be booked by others.

If you cancel your confirmed booking after the Booking Fee has been received by Gabbinbar you will forfeit the Booking Fee and your booking will expire and your Event Date will be able to be booked by others.

If you cancel your booking after any Progress Payments have been received by Gabbinbar you will forfeit the Booking Fee and all Progress Payments made, your booking will expire and your Event date will be able to be booked by others.

If you cancel your booking after the Final Payment has been received by Gabbinbar you will forfeit the Booking Fee, all Progress Payments and Final Payment and your booking will expire and your date will be able to be booked by others.

A change of date of your Event will be considered the same as a cancellation, due to the date-specific nature of Gabbinbar's business activities.

## 7.0 MINIMUM NUMBERS

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There is no minimum numbers for an Event at Gabbinbar unless you are advised as such in the marketing material and/or quotation we provide you.

## 8.0 FINAL NUMBERS

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You must advise Gabbinbar of the final number of people attending the Event at least three weeks prior to the Event Date. Once your final numbers have been confirmed, Gabbinbar will make reasonable efforts to cater for additional numbers, however approval from Gabbinbar will be required before we agree that we can cater for those additional people.

Please note Gabbinbar will cater for and charge for the confirmed number, even if fewer people attend, as Gabbinbar incurs their costs based on the confirmed number of people which you provide. After final numbers have been confirmed Gabbinbar is unable to offer a refund if you reduce your number of people.

## 9.0 EVENT DURATION

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The following event durations must be strictly adhered to. Variations to these event duration times can only be granted in writing from Gabbinbar.

An Event at Gabbinbar is not permitted to commence before 8am or finish later than 12midnight – including time for guests to arrive and depart the carpark.

All music and amplified sound must stop by 11pm. The bar will close at 11pm, unless confirmed in writing.

## 10.0 EVENT SETUP AND EARLY ACCESS TO THE VENUE

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We are unable to give you access to the venue prior to your day of booking for setup; however, we encourage you to arrange a time to drop off any equipment or decorations before the day of the Event. These items can be collected after the day of your Event by prior arrangement.

## 11.0 CHANGES TO ADVERTISED PRICING, MENUS OR AVAILABLE FACILITIES

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Food, drinks, equipment and chair menus are indicative only and may change.

While every endeavor is made to maintain prices as printed, these may be subject to reasonable increase due to reasonably unforeseen factors. In the unfortunate event that this occurs these fees will be on-charged to you.

Gabbinbar is heritage listed and a significant portion of your wedding costs goes towards maintaining the Homestead and gardens. We run a regular maintenance program and we do our best to avoid this having any impact on your Event, however, from time to time some advertised facilities and places in the garden may be unusable due to maintenance, repair or improvement.

Gabbinbar makes equipment and furniture available to you; however, some advertised equipment might be unusable due to repair or replacement. In these cases, Gabbinbar will endeavor to provide suitable alternative substitute equipment.

## 12.0 SECURITY BOND

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Before your Event a security bond of one thousand one hundred dollars (\$1,100) will be pre-authorized from your credit card (the Security Bond). This will only be used by Gabbinbar to cover any additional, last minute expenditure requested by you or any loss or damage incurred as a consequence or in the course of holding your Event or in consequence of the actions of any guest prior to, during or after the function (including but not limited to perfume being stolen by a guest).

If the Security Bond is insufficient to pay for such loss or damage, you will be responsible for any short-fall.

## 13.0 CONDUCT AT AN EVENT

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You agree to begin your Event at the scheduled time and agree to have all guests, invitees and other persons vacate Gabbinbar at the closing time. Unless prior package extension or room hire arrangements have been made, the bar will close at 11pm. Entertainment must also finish at this time.

You and your guests must conduct yourselves in an orderly manner and in full compliance with applicable laws. You must use all reasonable endeavours to ensure no disturbances or nuisances will be caused to any guests, visitors or neighbours of Gabbinbar.

Management reserves the right and will remove any guest from the Event whose behaviour is objectionable or undesirable.

## 14.0 ENTERTAINMENT AND NOISE RESTRICTIONS

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Due to the residential location of Gabbinbar all music/entertainment must cease no later than 11pm. This is a Council requirement.

Amplified music outside the Homestead or in the grounds is not permitted, except through our garden sound system.

Amplified music within the Homestead must not exceed 90db and the Conservatory doors must be shut after 10pm, whilst amplified music is playing.

Management record sound levels and reserve the right to turn or shut down any amplified music at any time to comply with Toowoomba Regional Council and Liquor Licensing Legislation.

The management reserves the right to control the quality, style and volume of any entertainment booked. All entertainment in every form must be discussed and approved by prior to your Event. We reserve the right to refuse approval of entertainment in any form prior to the Event if it does not conform to our guidelines.

## 15.0 VENUE ACCESS, EQUIPMENT AND DELIVERIES

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Gabbinbar will not be open prior to the scheduled Event commencement time, unless prior arrangements have been made with management. Please make prior arrangements with us for any items to be delivered for your Event, and storage will be arranged.

Gabbinbar does not accept responsibility for damage, or loss of, any client's property left in the premises prior to, during or after a function.

## 16.0 RESPONSIBLE SERVICE OF ALCOHOL

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Alcohol is not permitted to be brought onto the premises unless by prior arrangement.

It is illegal to serve alcohol to:

- a) an intoxicated person;
- b) disorderly patrons; or
- c) patrons under 18 years of age.

In accordance with Liquor Licensing Legislation Gabbinbar reserves the right to refuse service and/or exclude or eject any guest from the function or from the premises if the client is intoxicated, unruly, aggressive or destructive.

## 17.0 LOSS OR DAMAGES

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You shall be responsible for any loss or damage to the Hired Facilities or Premises (including fittings and equipment) and any injury to a staff member caused by any guest of or contractor engaged by you or your agents prior to, during or after the function or Event.

You shall also be responsible for loss, theft or damage to their property and or the property of any guest or contractor engaged by you or your agent, left on the Premises prior to, during or after the function and shall indemnify Gabbinbar in respect of any such loss, theft or damage.

## 18.0 SMOKING POLICY

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Smoking is restricted to outdoor areas. By law no one is permitted to smoke within 6 meters of building entrances.

Smokers must use ashtrays provided by Gabbinbar. Failure to do so may result in an excess cleaning fee being deducted from the security Fee.



## 19.0 FORCE MAJEURE

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Gabbinbar will not be liable for any loss incurred by you as a result of any required alternations or cancellation of any or all of the Event Services or to observe any of these terms due to an event of Force Majeure. During the continuance of an event of Force Majeure Gabbinbar's obligations under these conditions will be suspended.

## 20.0 BYO FOOD

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No outside food (including by not limited to chocolate fountains, cheese platters and dessert bars) is permitted except the wedding cake and infant supplies.

## 21.0 RECORDING OF YOUR EVENT

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Gabbinbar reserves the right to use any image, photograph or video taken from the Event, taken by Gabbinbar for the purpose of any legitimate advertising or marketing activities for Gabbinbar for use in any media type including but not limited to television, internet, newspaper or other print mediums. For security reasons, Gabbinbar has a number of cameras throughout the gardens and inside the Homestead, which are monitored and recorded.

## 22.0 THEMING AND CREATIVE

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At Gabbinbar we pride ourselves on providing a standard above other venues and we take great care in making sure all theming and creative installations provided by you are in keeping with the exclusive quality of Gabbinbar. All decorations and any creative theming must be pre-approved by Gabbinbar.

The following is not permitted at Gabbinbar:

- a) Confetti
- b) Fake rose petals in gardens
- c) Streamers, party poppers or flutter guns
- d) Images or signage attached to any part of the building
- e) Sky lanterns

If any of the above are used at Gabbinbar by you or your guests we will charge a cleaning fee against the security deposit.

## 23.0 CHANGES TO THESE TERMS AND CONDITIONS

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Gabbinbar reserves the right to make reasonable changes to these terms and conditions if required at any stage and will provide you with written notice of any changes to these terms and conditions, for your acceptance.

## 24.0 GENERAL TERMS

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If a provision in these terms and conditions is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these terms. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.

Gabbinbar may assign or otherwise deal with the benefit of any contract made pursuant to these terms provided they obtain your consent to the assignment.

All contracts made between you and Gabbinbar shall be governed by and construed in accordance with the laws of the State of Queensland. You agree to submit to the non-exclusive jurisdiction of the Queensland courts for all purposes of or in connection with such contract.