



# TERMS & CONDITIONS

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## 1 DEFINITIONS

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1.1 In these Terms and Conditions unless the context indicates otherwise:

- (1) **Booking Fee** means the cost for us to confirm your Event Date at Gabbinbar, being \$3,000.00 or such other amount advised by us. It is charged separately to the Total Cost of your Event.
- (2) **Booking Form** means any booking form submitted by You to us including our online MyGabbinbar booking form;
- (3) **Event** means the event specified in the Booking Form or otherwise agreed upon by You and us;
- (4) **Event Date** means the date specified in the Booking Form or the date agreed upon by You and us;
- (5) **Event Services** means the services specified in the event package in the Booking Form, provided in the prospectus given to you, uploaded to MyGabbinbar, or as otherwise agreed upon by You and us. Specifically, the services include (but are certainly not limited to) all services provided in relation to your Event prior to the Event Date, including (but not limited to) planning, documenting, liaising, concept creation, provision of contacts and introductions;
- (6) **Gabbinbar or we/us** means Gabbinbar Homestead Pty Ltd ABN 97 657 796 444;
- (7) **Homestead** means the main homestead dwelling that is constructed on the Premises;
- (8) **Liquor Licensing Legislation** means the *Liquor Act 1992* (Qld), the *Liquor Regulation 2002* (Qld) and any accompanying regulations or legislation;
- (9) **Prescribed Event** means any of the following events:
  - (a) act of God;
  - (b) war, terrorism, riot, insurrection, vandalism or sabotage;
  - (c) pandemic;
  - (d) strike, lockout, ban, limitation of work or other industrial disturbance;
  - (e) law, rule or regulation of any government or governmental agency or executive or administrative order or act of general or particular application; or
  - (f) explosion,which:
  - (g) is unforeseen by Gabbinbar; or
  - (h) is beyond the control of Gabbinbar; or
  - (i) occurs without the fault or negligence of Gabbinbar.
- (10) **Premises** means the premises located at 344 Ramsay Street, Toowoomba;
- (11) **Total Estimated Cost** means the total estimated cost of the Event Services (excluding the Booking Fee), as advised by us to You;
- (12) **You/your** means the client engaging us to provide the Event Services and/or the client obtaining the Event Services (as the case may be); and

## 2 PROVISION OF SERVICES

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2.1 Subject to these Terms and Conditions, Gabbinbar:

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

2.2 These terms and conditions do not create a tenancy or any other relationship between Gabbinbar and you, other than that of client and service provider.

2.3 You must not on-hire any part of the Premises, or assign any part of the Event Services, without the prior written approval of Gabbinbar, which may be withheld in our sole discretion.

### **3 TENTATIVE BOOKINGS / BOOKING FEE**

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- 3.1 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 from when you formally request us to hold the date. The booking is not confirmed until Gabbinbar has received your Booking Fee (as specified in clause 4.3 below) and completed Booking Form.
- 3.2 If both your Booking Form and Booking Fee are 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.
- 3.3 You acknowledge that the Booking Fee is payable in consideration of Gabbinbar agreeing to lock in your nominated date, and that such date will not be exclusively held for you until Gabbinbar receives the Booking Fee and the Booking Form.

### **4 PAYMENT**

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- 4.1 GST is payable on all amount specified in this clause 4.
- 4.2 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.

#### **Booking Fee**

- 4.3 On returning the Booking Form (within five (5) days of tentative booking) the Booking Fee must be received by Gabbinbar.

#### **6 Month Progress Payment**

- 4.4 At least six (6) months before your Event Date a tax invoice will be sent to you from Gabbinbar for twenty-five percent (25%) of the Total Estimated Cost of your booking (the **First Progress Payment**). Payment for this invoice must be received by Gabbinbar six (6) months prior to your Event Date. This payment is strictly non-refundable, on the basis that it represents the value of the loss that would be suffered by Gabbinbar if the Event did not proceed after this date and you agree that this amount is fair and reasonable with respect to the Event Services provided by Gabbinbar up until this date and in anticipation of the Event occurring on the Event Date.
- 4.5 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 Event Date will be available to be booked by others and you will forfeit your Booking Fee.

#### **3 Month Progress Payment**

- 4.6 At least three (3) months before your Event Date a tax invoice will be sent to you from Gabbinbar for twenty-five percent (25%) of the Total Estimated Cost of your booking (the **Second 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 on the basis that it represents the value of the loss that would be suffered by Gabbinbar if the Event did not proceed after this date and you agree that this amount is fair and reasonable with respect to the Event Services provided by Gabbinbar up until this date and in anticipation of the Event occurring on the Event Date.
- 4.7 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 Event Date will be available to be booked by others and you will forfeit any Progress Payments and your Booking Fee.

#### **14 Day Final Payment**

- 4.8 By fourteen days (14) before your Event Date a tax invoice will be sent to you from Gabbinbar for the balance 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 on the basis that it represents the value of the loss that would be suffered by Gabbinbar if the Event did not proceed after this date and you agree that this amount is fair and reasonable with respect to the Event Services provided by Gabbinbar up until this date and in anticipation of the Event occurring on the Event Date.
- 4.9 If the costs specified in clause 4.8 are not received fourteen days (14) before your Event Date your booking will expire, your date will be available to be booked by others and you will forfeit your Booking Fee, First Progress Payment and Second Progress Payment.

## **'Short' Bookings**

- 4.10 If Gabbinbar accepts a booking for an Event Date that is sooner than six months, three months and/or fourteen days from the booking date, then Gabbinbar may require payment of the Booking Fee, First Progress Payment, Second Progress Payment and/or the Final Payment (as the case may be) upfront or in accordance with an adjusted payment schedule. Any payment made pursuant to this clause is strictly non-refundable on the basis that it represents the value of the loss that would be suffered by Gabbinbar if the Event did not proceed after this date and you agree that this amount is fair and reasonable with respect to the Event Services provided by Gabbinbar up until this date and in anticipation of the Event occurring on the Event Date. For clarity, this clause does not constitute an express or implied agreement that Gabbinbar would accept an Event Date within such period of time.

## **5 BAR/DRINKS**

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### **BAR/DRINKS (FOR WEDDINGS BOOKED POST JUNE 1ST 2021)**

- 5.1 Gabbinbar is a licensed venue. Drinks of any kind are not permitted to be brought onto the Gabbinbar estate by You, your guests or your vendors.
- 5.2 Gabbinbar will provide drinks including tea and coffee, juice, soft drink and alcohol in accordance with our house drinks package and any wine package upgrade that you have selected.
- 5.3 The cost of any wine or drinks upgrade will be included in your Total Estimated Costs for the Event and must be paid for in accordance with clause 4 above.
- 5.4 Subject to your selected drinks, Gabbinbar will provide an indicative price list of those drinks not included in your selected drinks package (Additional Drinks), 7-days prior to your Event date at your request. The costs of any Additional Drinks that are served to You, your guests or your vendors during the Event will need to be paid in accordance with either of the following options:

(1) Bar tab – You cover the costs of the Additional Drinks up to a dollar limit set by You. Once this limit is reached we will contact You (or your designated contact person) whereby You can elect to either increase the limit or instruct Gabbinbar to cease serving any Additional Drinks. You will need to provide us with an active credit card at the Event so we can take a 'pre-authorisation'. We will deduct the cost of Additional Drinks from your credit card at the conclusion of your Event. The bar tab option is also available to any guest at the Event.

- 5.5 (2) Cash bar – any person at the Event who orders an Additional Drink will be required to pay for the Additional Drink at the time of purchase. Gabbinbar will accept payments by cash or card, however, Gabbinbar may refuse to serve any Additional Drink unless it is paid for at the time of ordering.

### **BAR/DRINKS (FOR WEDDINGS BOOKED PRE JUNE 1ST 2021)**

- 5.6 Gabbinbar is a licensed venue. Drinks of any kind are not permitted to be brought onto the Gabbinbar estate by You, your guests or your vendors.
- 5.7 The provision of drinks including tea and coffee, juice, soft drink and alcohol must be arranged with Gabbinbar and are separately charged for.
- 5.8 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.
- 5.9 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 5.9. If you choose a 'bar tab' or guests purchase their own drinks in accordance with clauses 5.9 you will be charged for tea and coffee on a per cup used charge rate.
- 5.10 There are two options with drinks:

#### **(1) Drink's 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 regard to the service of alcohol. You and your guests are not permitted to bring alcohol onto the premises.

## **(2) Bar tab**

- 5.11 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 \$3,000 bar tab is charged

## **6 CANCELLATION/POSTPONEMENT**

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### **Client Cancellation**

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.

If you cancel your booking at any stage as provided for in the above clauses, you agree to immediately forfeit and return all Intellectual Property (including codes, passwords and login details necessary to access it) to Gabbinbar and you agree that Gabbinbar will suspend and/or remove your access to MyGabbinbar immediately.

### **Gabbinbar Cancellation**

- 6.6 Gabbinbar may terminate this Agreement immediately by written notice to You if any of the following events has occurred (or is, in Gabbinbar's reasonable opinion, likely to occur):
  - (1) Gabbinbar ceases to offer the Event Services;
  - (2) Gabbinbar believes the professional relationship between Gabbinbar and You has broken down beyond repair;
  - (3) Gabbinbar believes that we cannot in good faith provide the specific Event Services that You require; or
  - (4) Gabbinbar believes that any other circumstances exist so as to render the provision of the Event Services unfeasible. .
- 6.7 If Gabbinbar cancels the Event Services in accordance with clause 6.6, Gabbinbar may refund any payment made by You, less the Booking Fee and any other amount reasonably required to compensate Gabbinbar for Event Services provided up to the point of cancellation.

### **Postponement**

- 6.8 If you request that an Event Date be postponed to an alternate date, such postponement is subject to Gabbinbar's acceptance, in our sole discretion and subject to clause 6.9.
- 6.9 If we agree to postpone an Event Date, such postponement is subject to your agreement that:

- (1) we may be unable to accommodate a similar day, date or time, and the new Event Date will be subject to You and Us agreeing to a mutually agreeable date and time that is available to be booked;
- (2) our pricing structure then current for the new Event Date will apply, including any increase arising from our annual price increase;
- (3) any money paid by you (including Progress Payments) will be credited towards your new Event Date, however you will not be entitled to a refund of any amount paid; and
- (4) in our sole discretion, we may retain part of any Progress Payments if we incur any loss as a result of postponing an Event Date.

## **7 MINIMUM NUMBERS**

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- 7.1 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.
- 7.2 In limited circumstances the maximum numbers may be restricted, and in those circumstances You are responsible for ensuring that no more than the maximum permitted number of persons attends the Event, and in addition Gabbinbar reserves the right to refuse entry to any person who would exceed the maximum number of permitted persons.

## **8 FINAL NUMBERS**

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- 8.1 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.
- 8.2 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 EVENT DURATION**

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- 9.1 The following event durations must be strictly adhered to. Variations to these event duration times can only be granted in writing from Gabbinbar.
- 9.2 An Event at Gabbinbar is not permitted to commence before 9am or finish later than 11:00pm– including time for guests to arrive and depart the carpark.
- 9.3 All music and amplified sound must stop by 11pm. The bar will close at 11pm, unless confirmed in writing.

## **10 EVENT SETUP AND EARLY ACCESS TO VENUE**

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- 10.1 We are unable to give you access to the venue prior to your day of booking or earlier than the commencement time of your event for setup or rehearsals; however, we encourage you to arrange a time to drop off any equipment or decorations before the Event Date. These items can be collected after the Event Date by prior arrangement.
- 10.2 All items stored or held by Gabbinbar remain at Your risk, and Gabbinbar does not accept responsibility for damage, or loss of, any client's property left at the Premises prior to, during or after a function.

## **11 CHANGES TO ADVERTISED PRICING, MENUS OR AVAILABLE FACILITIES**

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- 11.1 Food, drinks, equipment and chair menus are indicative only and may change.
- 11.2 While every endeavour 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.
- 11.3 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.

11.4 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 endeavour to provide suitable alternative substitute equipment.

11.5 Subject to the above terms, we will only make the equipment available to you that we have agreed to provide for your Event Date, and You acknowledge that:

- (1) any additional equipment or infrastructure (such as marquees, chairs, etc) that was set up at the Premises on any day you attended the Premises prior to your Event Date may be relocated or removed on your Event Date to cater for past or future events at the Premises; and
- (2) there may be additional equipment or infrastructure (such as marquees, chairs, etc) set up in areas of the Premises relating to past or future events, that have been added since any day you attended the Premises, and Gabbinbar reserves the rights to restrict Your use of that equipment or infrastructure or access to those areas where it has been or is being installed or constructed; and
- (3) You will not be entitled to make any objection or claim any compensation due to any of the circumstances arising in clauses 11.5(1) or 11.5(2) above.

## **12 CONDUCT AT AN EVENT**

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12.1 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.

12.2 You are responsible for the conduct of your guests and vendors, and You, your guests and your vendors 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.

12.3 You are responsible for ensuring that any vendor which you engage to provide services holds reasonably suitable insurance relating to the services they are providing, including (but not limited to) public liability insurance for a minimum of \$20million for any one occurrence.

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

12.5 To the fullest extent permitted by law, You and your guests and vendors release and indemnify Gabbinbar from and against any and all claims, losses, damage, liability or third party losses arising from the conduct of You, your guest or any of your vendors, except to the extent it arises directly from Gabbinbar's wilful or negligent act or omission.

## **13 ENTERTAINMENT AND NOISE RESTRICTIONS**

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

13.2 Amplified music outside the Homestead or in the grounds is not permitted, except through our garden sound system, which must not exceed 70db.

13.3 Amplified music within the Homestead must not exceed 90db and the Conservatory doors must be shut after 10pm regardless of whether amplified music is playing.

13.4 Gabbinbar records 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.

13.5 Gabbinbar reserves the right to control the quality, style and volume of any entertainment booked.

13.6 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.

## **14 RESPONSIBLE SERVICE OF ALCOHOL**

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



14.2 It is illegal to serve alcohol to:

- (1) an intoxicated person;
- (2) disorderly patrons; or
- (3) patrons under 18 years of age.

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

## **15 LOSS/DAMAGES**

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15.1 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.

15.2 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.

## **16 LIABILITY AND INDEMNITY**

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16.1 The following limitations of liability apply:

- (1) You acknowledge and agree that Gabbinbar will not be liable to You, your guests or your vendors for:
  - (a) any loss or damage of any kind that is directly or indirectly caused by or results from the Event Services, these Terms or the matters to which they relate or are in any way connected to it; and/or
  - (b) any direct, incidental, special or consequential damages, including loss or profits or anticipated profits, even if notified of the possibility of that potential loss or damage;

to the extent that it is not directly caused by Gabbinbar's wilful or negligent act or omission;

- (2) You release Gabbinbar from any liability or claims including, but not limited to:
  - (a) any personal injury, illness or death caused to You, your guests or your vendors; and
  - (b) any breach of Your obligations;

to the extent that any liability or claim is not directly caused by Gabbinbar's wilful or negligent act or omission.

- (3) You acknowledge and agree that the limitations of liability in this clause 16.1 are essential to Gabbinbar and Gabbinbar would not have agreed to enter into an agreement with You in their absence.

- (4) You indemnify Gabbinbar for:
  - (a) all losses and expenses Gabbinbar incurs (including legal costs on an indemnity basis); and
  - (b) all liabilities Gabbinbar incurs;

directly or indirectly caused by, or resulting from any breach of these Terms & Conditions or from any wrongful, wilful or negligent act or omission by You.

- (5) Any representation, warranty, condition or undertaking that would be implied in these Terms & Conditions by legislation, common law, equity, trade, custom or usage is excluded to the fullest extent permitted by law.

- (6) Gabbinbar's total aggregate liability for all claims relating to these Terms & Conditions is limited to the any fees payable under these Terms & Conditions.

- (7) These Terms & Conditions are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, guarantees, conditions or obligations. If such legislation applies, to the extent possible, Gabbinbar limits its liability in respect of any claim to any amounts paid pursuant to these Terms & Conditions.

## **17 SMOKING POLICY**

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- 17.1 Smoking is restricted to outdoor areas.
- 17.2 Smokers must use ashtrays provided by Gabbinbar. Failure to do so may result in an excess cleaning fee.

## **18 FORCE MAJUERE**

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- 18.1 Gabbinbar will not be liable for any loss incurred by you as a result of any required alternations, postponement or cancellation of any or all of the Event Services or to observe any of these terms due to a Prescribed Event. During the continuance of a Prescribed Event Gabbinbar's obligations under these conditions will be suspended and Gabbinbar is not under any obligation to take steps to bring a Prescribed Event to an end.

## **19 BYO FOOD**

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

## **20 PHOTOS & VIDEOS**

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- 20.1 You acknowledge and agree that Gabbinbar may take or receive images or videos of You and/or your guests, vendors or other persons involved in the provision of the Event Services (the **Photos and Videos**).
- 20.2 You acknowledge, agree and consent (and agree to obtain consent of all guests and vendors, including from parents and/or guardians of minors, where applicable) to being photographed and/or videoed during the provision of the Event Services and such consent is deemed to have been received from You unless otherwise communicated to us in writing;
- 20.3 You warrant that Gabbinbar has all necessary consent and permission to view and use the Photos and Videos for marketing and promotional purposes on our website, social media pages, and/or any other media type included television, newspaper or other print mediums, unless You have specifically notified us at the time of entering into these Terms that You do not consent to the use of the Photos and Videos.
- 20.4 You acknowledge, agree and consent that for security reasons, Gabbinbar has a number of cameras throughout on the Premises, including throughout the gardens and inside the Homestead, which are monitored and recorded. Gabbinbar will only use any recorded images or videos from our security cameras for security and monitoring purposes, and will not market those images or videos.

## **21 THEMING AND CREATIVE**

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- 21.1 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.
- 21.2 The following is not permitted at Gabbinbar:
  - (1) Confetti;
  - (2) Fake or dried rose petals in gardens;
  - (3) Streamers, party poppers or flutter guns;
  - (4) Images or signage attached to any part of the building;
  - (5) Sky lanterns.
- 21.3 If any of the above are used at Gabbinbar by you or your guests we will charge a cleaning fee against the security deposit.

## **22 CONFIDENTIALITY**

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- 22.1 You agree not to disclose any confidential information or allow it to be disclosed any person or related corporation except:

- (1) with our prior consent; or
- (2) in accordance with any lawful requirement.

22.2 Except as allowed for above, Gabbinbar reserves the right to refuse to provide any details or information (including confirmation as to whether you have a booking with us) relating to your Event Services to any person who requests them, and you indemnify us from any costs, loss or damage you suffer as a result of our refusal.

## **23 INTELLECTUAL PROPERTY**

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23.1 The parties acknowledge and agree that all content, data, know-how, techniques, technology or other information that is conceived, invented, developed, improved or acquired in connection with the Event Services (the '**Intellectual Property**') is the property of Gabbinbar, and vests in, Gabbinbar. You are not permitted to use the Intellectual Property in any way without Gabbinbar's prior consent.

23.2 The Intellectual Property includes (but is not limited to) the content created by Gabbinbar in delivering the Event Services, contained within MyGabbinbar, and any knowledge and tips and tricks shared by Gabbinbar.

23.3 This clause 23 specifically survives the termination or expiration of this these Terms & Conditions.

## **24 CHANGES TO THESE TERMS AND CONDITIONS**

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24.1 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.

## **25 GENERAL TERMS**

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25.1 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.

25.2 Gabbinbar may assign or otherwise deal with the benefit of any contract made pursuant to these terms without Your consent.

25.3 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.

25.4 These Terms and Conditions are subject to copyright. No part of it should be reproduced, adapted or communicated without the prior written consent of the copyright owner.