



# TERMS & CONDITIONS

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## DEFINITIONS

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In these Terms and Conditions the following definitions apply:

- (1) **Booking Fee** means the cost to confirm your Wedding Date at Gabbinbar, being \$3,000.00 or such other amount advised by us. It is charged separately to the Total Cost of your Wedding;
- (2) **Booking Form** means any booking form submitted by you to us including our online MyGabbinbar Booking Form;
- (3) **Couple** means clients who are to be married or are considering being married at Gabbinbar;
- (4) **Gabbinbar** or *we/us* means Gabbinbar Homestead Pty Ltd ABN 97 657 796 444;
- (5) **Homestead** means the main homestead dwelling that is constructed on the Premises;
- (6) **Liquor Licensing Legislation** means the Liquor Act 1992 (Qld), the Liquor Regulation 2002 (Qld) and any accompanying regulations or legislation;
- (7) **Premises** means the premises located at 344 Ramsay Street, Toowoomba;
- (8) **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) beyond the control of Gabbinbar; or
  - (i) occurs without the fault or negligence of Gabbinbar.
- (9) **Total Estimated Cost** means the total estimated cost, or any revised total estimated cost, of the Wedding Services (excluding the Booking Fee), as advised by us to you;
- (10) **Wedding** means the event specified in the Booking Form or otherwise agreed upon by you and us;
- (11) **Wedding Date** means the date specified in the Booking Form, agreed by us or such other date as agreed to by you and us;
- (12) **Wedding Services** means the services specified in the prospectus given to you, uploaded to MyGabbinbar, or as otherwise agreed upon by you and us. Specifically, the services include (but are not limited to) all services provided in relation to your Wedding prior to and on the day of your Wedding Date, including (but not limited to) planning, documenting, liaising, concept creation, execution, provision of contacts and introductions;
- (13) **You/your** means the clients engaging us to provide the Wedding Services and/or the clients obtaining the Wedding Services (as the case may be).

## SUMMARY

We welcome you to Gabbinbar and are honoured that you are commencing the next chapter of your love story amidst the rich history and beauty of our venue. It is our team's goal to execute your Wedding Day with precision and care.

We will always do our best to fulfil your needs and meet your expectations, but it is important to have an agreed set of Terms and Conditions so that we both know what can be expected, who is responsible and when and what will happen if something unexpected occurs. In order to make everything transparent and clear we have avoided using complicated legal terms or long passages of unreadable text in these Terms and Conditions.

We have no desire to mislead you into agreeing to something that you may regret later. What we do want is what is best for both parties. Please rest assured that we will always do our utmost to deliver an exceptional Wedding experience for you and your guests.

## 1 WHAT ARE BOTH PARTIES AGREEING TO?

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We agree to provide the venue on the Wedding Date for your Wedding and the Wedding Services required to execute your Wedding as outlined in our prospectus.

You agree to hire the venue for your Wedding on your selected Wedding Date, establishing our relationship as client and service provider only. Our approval is required if you have other parties on site, including external vendors for your Wedding.

## 2 PAYING FOR YOUR WEDDING

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We're sure you understand how important it is for Wedding invoices to be paid promptly. All invoices are issued to you within the MyGabbinbar portal. Below we have outlined when your payments are due, how and some of the finer details around payments.

### **Firstly, it is important to note that all payments made are non-refundable.**

Please note: All payments you make to Gabbinbar, including your Booking Fee, are strictly non-refundable and in the event you cancel your Wedding at Gabbinbar you agree to forfeit all prior payments made. If we cancel your Wedding (other than for breach of these Terms and Conditions by you), we have set out below which payments will be refunded.

### **GST**

10% GST is payable on all amounts and this amount has already been included in all advertised pricing.

### **Payment Method Surcharges**

If you make a payment via Square using AMEX, Visa or Mastercard it will have a 1.21% additional surcharge on all Progress Payments and the Final Payment. Payment directly into our bank account will not attract any additional fee. We will upload a document containing our bank details into your MyGabbinbar profile so you can easily access these.

## 3 YOUR PAYMENT SCHEDULE

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### **Booking Fee**

The first payment required is your Booking Fee. This must be paid within five (5) days of placing a tentative hold on a date for your Wedding.

**First Progress Payment**

Six (6) months before your Wedding Date, we will issue a tax invoice for twenty-five percent (25%) of the Total Estimated Cost of your Wedding (the First Progress Payment). This amount will be based on the details discussed and agreed upon during the initial six-month planning meeting.

If we have not been able to hold this planning meeting (for example, if our attempts to schedule one with you have gone unanswered), we will issue an invoice for 25% of the base Gabbinbar package.

Payment for this invoice must be received by Gabbinbar by the date specified in the invoice. If we do not receive the First Progress Payment by this deadline, it may result in cancellation of the booking, in which case your Wedding Date will become available to others, and you will forfeit your Booking Fee.

**Second Progress Payment**

Three (3) months before your Wedding Date, we will send you a tax invoice for twenty-five percent (25%) of the Total Estimated Cost of your Wedding (the Second Progress Payment), minus the First Progress Payment already made. Payment for this invoice must be received by Gabbinbar by the date specified in the invoice.

If we do not receive fifty percent (50%) of the Total Estimated Cost by this deadline, it may result in cancellation of the booking, in which case your Wedding Date will become available to others, and you will forfeit any Progress Payments made and your Booking Fee.

**Final Payment**

At least fourteen (14) days before your Wedding Date, we will send you a tax invoice for the remaining balance of the Total Estimated Cost of your Wedding, minus the Progress Payments already made. Payment for this invoice must be received by Gabbinbar no later than fourteen (14) days before your Wedding Date.

If this payment is not received by the deadline, your booking will expire, your date will become available to others, and you will forfeit your Booking Fee, as well as the First and Second Progress Payments. The Final Payment will be payable by you to us as a liquidated debt.

**'Short Notice' Bookings**

If you book your Wedding at Gabbinbar and the Wedding Date is sooner than the Progress Payment schedule outlined above, then Gabbinbar will customise a payment schedule for you which will include the Booking Fee, First Progress Payment, Second Progress Payment and Third Progress Payment.

**Other Invoices**

In the event there is a payment due beyond those listed above, it must be paid in full within seven (7) days of being issued.

## 4 CANCELLING OR POSTPONING YOUR WEDDING

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We understand Couples may need to cancel their Wedding due to various reasons. If a Couple wishes to cancel or postpone their Wedding Date, a notice of cancellation or postponement request must be given by the Couple to Gabbinbar in writing.

As stated in point 3 of these Terms and Conditions, all payments made to Gabbinbar are non-refundable. This policy reflects the value of the loss Gabbinbar would incur if the event is cancelled. By agreeing to these Terms and Conditions, you acknowledge that upon cancelling your Wedding, Gabbinbar is entitled to retain the payments made towards your Wedding and that the amount is fair and reasonable considering the Wedding Services provided by Gabbinbar up to that point and in anticipation of the scheduled event.

Below is an outline of the payments that would be retained based on the date of your cancellation.

**Cancellation before Booking Fee has been paid:**

If you decide to 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 Wedding Date will be able to be booked by others.

**Cancellation after Booking Fee has been paid:**

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 Wedding Date will be able to be booked by others.

**Cancellation after the First Progress Payment has been paid:**

If you cancel your booking after the First Progress Payment has been received by Gabbinbar you will forfeit the Booking Fee and the First Progress Payment made, your booking will expire and your Wedding Date will be able to be booked by others.

**Cancellation after the Second Progress Payment has been paid:**

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

**Cancellation after Final Payment has been paid:**

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

**Transferring your Wedding Date to another Couple:**

The Wedding Date you reserved with Gabbinbar is strictly non-transferable. The reserved date is specific to the original contracting Couple and cannot be transferred or reassigned to another Couple under any circumstances. If you cancel your booking at any stage as provided for in the above clauses, Gabbinbar will remove your access to MyGabbinbar upon receiving your cancellation notice in writing.

**Gabbinbar Cancellation:**

At Gabbinbar, we strive to ensure every wedding is an exceptional experience. However, there are rare situations where we may need to terminate this agreement. If such a situation arises (or in Gabbinbar's opinion may be likely to occur), we will provide written notice immediately.

These situations include:

- (1) If we no longer offer the Wedding Services,
- (2) If we feel the professional relationship between us has irreparably broken down,
- (3) If we believe we cannot provide the specific Wedding Services you require in good faith, or
- (4) If there are other circumstances that make it infeasible to provide the Wedding Services.

If we need to cancel the Wedding as outlined above, we will refund any payments made by you, less the Booking Fee and any other reasonable amount needed to compensate for the services provided up to the point of cancellation. Gabbinbar will remove your access to MyGabbinbar upon sending your cancellation notice in writing.

**Postponing or changing your Wedding Date:**

If you wish to postpone or change your Wedding Date, please note that this will be subject to Gabbinbar's acceptance and is at our sole discretion. If we agree to a postponement, the following Terms will apply:

(1) **Availability:** We may not be able to offer a similar day or date for the new Wedding Date. The new date will need to be a mutually agreeable date that is available for booking.

(2) **Pricing:** If your Wedding Date is postponed, our current pricing structure for the new Wedding Date will apply.

(3) **Payments:** Any money you have paid, including Progress Payments, will be credited towards your new Wedding Date, except for those expenses incurred by Gabbinbar that will not apply to the new date or for loss we suffer. However, refunds for amounts already paid will not be available.

## 5 MINIMUM AND FINAL GUEST NUMBERS

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There are no minimum guest numbers for a Wedding at Gabbinbar and you are welcome to host an intimate Wedding if you choose. The Gabbinbar package price allows for up to seventy (70) guests (including the Wedding Couple) and this package price will not decrease if you have a guest number under 70.

The maximum number of guests (including the Wedding Couple) that Gabbinbar can host is 150. You are responsible for ensuring that no more than the maximum permitted attends your Wedding Date, and in addition Gabbinbar reserves the right to refuse entry to any guest or person who would exceed the maximum number permitted.

At least three weeks prior to your Wedding Date you must advise Gabbinbar of the final number of people attending your Wedding Date. After confirming your final numbers, Gabbinbar will strive to accommodate any additional guests, however, approval from Gabbinbar is required to ensure we can cater for any increase in attendees.

Please note: Gabbinbar will cater for, and charge based on the confirmed number of guests even if fewer attend your Wedding. This is because our costs such as catering and staffing are incurred based on the confirmed guest count you provide. Once final numbers are confirmed, we are unable to offer a refund if your guest count decreases.

## 6 EARLY BUMP IN AND SET-UP ACCESS TO THE VENUE

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Access to the venue is available from 8:00 am on your Wedding Date. Unfortunately, we cannot grant access before your Wedding Date or earlier than this time for bump in, set-up or rehearsals.

We encourage you to arrange a time with our team to drop off any styling items, decorations, clothing, or equipment before your Wedding Date. These items will be stored in the Client's Quarters and will be bumped in and set-up by our team.

Anything left behind after your Wedding can be collected at a time agreed upon during your final planning meeting with our Wedding Planning Team or via communication in MyGabbinbar. If items are not collected by the agreed-upon date, Gabbinbar reserves the right to dispose of any unclaimed property without notice. Gabbinbar is not a storage facility, and therefore all items stored or held by Gabbinbar are at your own risk. Gabbinbar does not accept responsibility for any damage or loss of property left at the premises before, during, or after your Wedding.

## 7 THEMING AND STYLING

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Gabbinbar is a picturesque and peaceful Wedding venue. To help keep it that way, the following decorations are not permitted at Gabbinbar:

- (1) Confetti;
- (2) Fake or dried rose petals (fresh rose petals are welcome);
- (3) Streamers, party poppers or flutter guns;
- (4) Images or signage attached to any part of the building;
- (5) Sky lanterns.

Gabbinbar reserves the right to decline any decorations, theming, or styling if we believe it may cause damage to the venue, harm the environment, or disturb our neighbours.

## 8 EVENT DURATION

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A Wedding at Gabbinbar is not permitted to start before 10:00 am or end later than 11:00 pm, including time for guests to arrive and depart from the Premises. Any variations to this schedule must be requested prior to your Wedding Date and will be granted at our discretion in writing.

All music, amplified sound and beverage service must stop by 11:00 pm unless otherwise requested before your Wedding Date and granted at our discretion in writing.

## 9 EXTERNAL FOOD AND DRINKS

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Due to food safety and liquor licensing, external food and drinks must not be brought to Gabbinbar by you, your guests or any approved external suppliers. We do make an exception for your Wedding cake and any infant supplies.

## 10 BEVERAGE PACKAGE AND DRINK DETAILS

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Gabbinbar is a licensed venue offering Couples a beautiful range of alcoholic and non-alcoholic beverages. Gabbinbar will provide drinks including tea and coffee, juice, soft drink and alcohol in accordance with our Timeless Collection drinks package and any wine package upgrade that you have selected. The cost of any wine package upgrade or additional beverage options such as a whisky station will be included in your Total Estimated Costs for the Wedding and must be paid for in accordance with the payment schedule outlined in point 3.

If you wish to add additional wines, cocktails or spirits to your drinks package, Gabbinbar can provide an indicative price list of those drink options on request. The costs of any additional drinks that are served to you, your guests or your vendors during your Wedding will need to be paid for 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 on the day of your Wedding) and you can either increase the limit or instruct Gabbinbar that your total limit has been reached. If your total limit has been reached, the bar can then move to a cash bar only. If you wish to increase your bar tab amount you will need to provide an active credit card at the Wedding so we can deduct the additional amount from your credit card. Any amount that is not used by the conclusion of your Wedding reception will be automatically refunded to your card.

(2) **Cash bar** – any person at the Wedding who orders an additional drink will be required to pay for the additional drink at the time of purchase. Gabbinbar accepts payments by cash or card.

## **11 RESPONSIBLE SERVICE OF ALCOHOL**

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In accordance with Liquor Licensing Legislation, Gabbinbar must refuse service and/or exclude or eject any guest or invitees from the Premises if they are intoxicated, unruly, disorderly, aggressive or destructive. We appreciate your understanding and cooperation. You also agree to take responsibility for any claims, damages, or losses that might occur if alcohol is served illegally, such as to minors or anyone intoxicated, by you, your guests, or your invitees.

## **12 ENTERTAINMENT AND NOISE**

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Due to Gabbinbar's location and council requirements, all music and entertainment must end by 11:00 pm.

We understand how important amplified music is to a wonderful Wedding experience and have provided an extensive garden sound system for your enjoyment. Similarly, we provide a professional sound system inside the homestead. Noise limits do apply, and you agree that Gabbinbar will control the volume levels of our system and any other system onsite.

Gabbinbar will monitor sound levels and may adjust or turn off any amplified music to comply with Toowoomba Regional Council requirements and/or Liquor Licensing Legislation.

Gabbinbar reserves the right to control the quality, style, and volume of any entertainment booked. We reserve the right to refuse any entertainment that we believe does not conform to our guidelines.

## **13 CONDUCT AT A WEDDING AND LOSS/DAMAGES**

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You are responsible for the behaviour of your guests and invitees, ensuring they act respectfully and comply with all applicable laws.

You must use all reasonable endeavours to prevent any disturbances or nuisances to other guests, visitors, or neighbours of Gabbinbar.

Gabbinbar reserves the right to remove any guest or invitees from the Wedding if their behaviour is undesirable, in Gabbinbar's absolute discretion.

To the fullest extent permitted by law, you release us and indemnify us from any claims, losses, damages, or liabilities Gabbinbar suffers arising from the conduct of yourself, your guests and invitees before or after the Wedding, except where it directly results from our wilful or negligent actions.

You are also responsible for any loss, damage, or injury caused to Gabbinbar, our staff, or the Wedding Services by your guests or invitees before, during, or after the Wedding.

Additionally, you are liable for any loss, theft, or damage to our property (including cleaning) or the property of your guests or invitees, and you agree to indemnify us for any such incidents.

## **14 SMOKING POLICY**

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Smoking is restricted to outdoor areas and all smokers must use ashtrays provided by Gabbinbar.

## 15 VENDOR SELECTION

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If we agree for any vendor, supplier or external service providers to assist with your Wedding, they must hold adequate insurance, including public liability insurance for a minimum of 20 million for any one occurrence. They must provide proof if we ask, and we may exclude anyone who has not complied with our insurance requirement.

## 16 PHOTOS AND VIDEOS

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You acknowledge and agree that Gabbinbar may capture Photos or Videos of your Wedding Day for marketing purposes and that we may receive images and videos of you, your guests, invitees, or others involved in the Wedding Services (the Photos and Videos).

You also acknowledge, agree, and consent (and agree to obtain consent from all guests and invitees, including parents or guardians of minors, where applicable) to being photographed or filmed during the Wedding Services. This consent is considered granted unless you notify us otherwise in writing.

You warrant that Gabbinbar has all necessary permissions to view and use the Photos and Videos for marketing and promotional purposes on our website, social media, and other media outlets, including television, newspapers, or print mediums. Please notify us at the time of agreeing to these Terms if you do not wish to give consent to this.

You acknowledge, agree, and consent that for security reasons, Gabbinbar has cameras throughout the premises, including in 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 use these images or videos for marketing.

## 17 CHANGES TO PRICING, MENU, AVAILABLE FACILITIES, EQUIPMENT AND FURNITURE

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While every effort is made to maintain the prices as listed, they may be subject to reasonable increases due to unforeseen circumstances. Should this occur, the additional costs will be passed on to you. Please note that food, beverage, equipment, and furniture menus are indicative only and may change.

Gabbinbar is heritage-listed, and a significant portion of your Wedding costs goes towards the maintenance of the homestead and gardens. We conduct regular maintenance to preserve the property, and while we strive to minimise any impact on your Wedding, certain facilities or garden areas may be unavailable due to ongoing maintenance, repair, or improvements.

Gabbinbar provides equipment and furniture for your event; however, some advertised items may be unavailable due to repair or replacement. In such cases, we will do our best to offer suitable alternatives.

In line with the above Terms, we will only provide the equipment agreed upon for your Wedding Date.

You acknowledge that:

- (1) Any additional equipment or infrastructure (such as marquees, chairs, etc.) that was present on the premises during previous visits may be relocated or removed on your Wedding Day.
- (2) There may be new equipment or infrastructure set-up for past or future events that were not present during your previous visits. Gabbinbar reserves the right to restrict

(3) your use of or access to these areas.

(4) You agree not to object or seek compensation for any changes outlined in points 1 and 2 above.

## **18 LIABILITY AND INDEMNITY**

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Gabbinbar is not responsible for any loss or damage you, your guests, or your invitees may experience, whether directly or indirectly related to the Wedding Services, these Terms, or anything connected to them.

This includes any direct, incidental, special, or consequential damages, like lost profits, even if we were informed of the possibility.

You agree to release Gabbinbar from any responsibility for:

(1) Any personal injury, illness, or death that occurs to you, your guests, or your invitees; and

(2) Any failure on your part to meet your obligations,

as long as these are not directly caused by Gabbinbar's intentional or careless actions.

You also agree that these limitations are essential for Gabbinbar to provide the Wedding Services and the venue, and we wouldn't have entered into this agreement without them.

If you breach these Terms or act wrongfully, wilfully, or carelessly, you will cover any losses, expenses, or liabilities Gabbinbar incurs, including legal costs.

Despite anything else under these Terms and Conditions, in the event Gabbinbar is liable to you, Gabbinbar's total liability to you for any claims related to your Wedding is limited to the amount you've paid under this agreement.

## **19 FORCE MAJEURE AND PANDEMIC**

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Gabbinbar will not be liable for any loss you incur due to any required alterations, postponements, or cancellations of any or all of the Wedding Services, or for not adhering to these Terms and Conditions, as a result of a Prescribed Event. During the duration of a Prescribed Event, Gabbinbar's obligations under these Terms will be suspended, and Gabbinbar is not obligated to take any steps to end the Prescribed Event.

## **20 CONFIDENTIALITY**

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You agree not to disclose any confidential information or allow it to be disclosed to any person or related corporation (such as subsidiaries, affiliates, parent companies, or joint ventures) without our prior consent, except as required by law.

Except as permitted above, Gabbinbar reserves the right to refuse to provide any details or information (including confirmation of your booking) related to your Wedding Services to anyone who requests it. You agree to indemnify us against any costs, loss, or damage you may suffer as a result of our refusal.

If Gabbinbar unknowingly provides confidential information to any person or vendor who requests it, you agree to indemnify us against any resulting costs, loss, or damage you may suffer.

## **21 INTELLECTUAL PROPERTY**

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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 Wedding 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.

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

This clause 21 specifically survives the termination or expiration of these Terms and Conditions.

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

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Gabbinbar reserves the right to make reasonable changes to these Terms and Conditions as needed and will provide you with written notice of any changes. Acceptance by you of these changes is not required, but you will be deemed to have accepted them by continuing to use the services or by not objecting within a reasonable timeframe.

## **23 GENERAL TERMS**

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If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Gabbinbar can transfer or assign its contractual rights and obligations to another entity (such as a new owner or partner) without needing to ask for your permission. Gabbinbar will advise you if such an assignment occurs.

All contracts between you and Gabbinbar will be governed by and interpreted 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 matters related to such contracts.

## **24 COPYRIGHT NOTICE**

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These Terms and Conditions are protected by copyright, and all rights are owned by Gabbinbar. Unauthorised reproduction, adaptation, or communication of any part of these Terms is strictly prohibited. Any venue or vendor found to have copied or used these Terms without Gabbinbar's prior written consent will be subject to legal action.

# GABBINBAR

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