

GORDON COUNTRY WEDDINGS - TERMS AND CONDITIONS

1. Agreement

- 1.1 These Terms and Conditions (**Terms**) of trade will apply to all contracts entered between Gordon Country Weddings (**GC**) and the Client.
- 1.2 The persons named as the Director(s)/Principal(s)/Authorised Representative(s) herein, hereby acknowledge they have full authority to enter into these Terms on behalf of the Client.
- 1.3 These Terms supersede any and all previous Terms and Conditions that may and/or did previously govern the relationship and any contracts or agreements between GC and the Client.
- 1.4 These Terms represent the entire Agreement between GC and the Client and cannot be varied, waived or amended without express written consent by GC.

2. Definitions

- 2.1. **Client:** the entity or individuals as identified in the written Quote.
- 2.2. **Invoice:** refers to an Invoice or other document issued by GC to the Client from time to time.
- 2.3. **Terms:** means these Terms and Conditions, including the Deed of Guarantee and Indemnity (if included)
- 2.4. **Quote:** means a document titled "Quote"/"Quotation" provided by GC to the Client which outlines the Scope of Works to be provided by GC to the Client.
- 2.5. **Venue:** means the whole of the land owned by Imperial Sapphire Pty Ltd and Brexline Pty Ltd, inclusive of all the cabins, chattels and fixtures thereon.
- 2.6. **Wedding Date:** the date nominated by the client on or during which the wedding will occur.
- 2.7. **Wedding:** means the whole of the services, package or event outlined in the Quote which is to be provided by GC.

3. Pricing and Payment

- 3.1. GC will, at the request of the Client, provide a written quotation (**Quote**) for a Wedding to the Client.
- 3.2. The Wedding Date, once advised by the client, will be held for 14 days whereupon a 10% non-refundable Deposit is due.
- 3.3. If the client does not pay the Deposit within the timeframe under clause 3.2, GC reserves the right to release the date.
- 3.4. By accepting the Quote, the Client agrees to these Terms.
- 3.5. In the event the Client varies the Wedding, GC will provide a further Quote for the additional Services required to complete the variation to the Scope of Works.
- 3.6. The client must pay the Quoted fees as follows:
 - a) Within 14 days of the issue of the Quote, a 10% non-refundable deposit;
 - b) A further 30% of the Quote 8 months before the Wedding Date;
 - c) A further 30% of the Quote 6 months before the Wedding Date;
 - d) The Final 30% of the Quote 3 months before the Wedding Date.
- 3.7. GC reserves the right to request a \$2,000-\$5,000 bond on any Wedding booked to cover misuse, damage or excessive untidiness. Such will be refunded within 7 days of the Wedding Date if the Venue is left in a satisfactory condition.
- 3.8. Time for payment for the Services will be of the essence.
- 3.9. A different payment plan may be agreed upon at GC's discretion and time will remain of the essence for due dates thereunder.
- 3.10. For weddings booked more than 12 months in advance, prices may be subject to an annual increase. The client agrees to pay this provided any increase is not more than 10% of the total quote.
- 3.11. Payment can be made by cash on delivery, or by cheque, or by bank cheque, or by direct debit, or by PayPal, or by any other method as agreed to between the Client and GC.
- 3.12. GC reserves the right to vacate the Wedding Date and refuse access to the Venue to the client in the event of non-payment by the Client pursuant to these Terms.
- 3.13. The Client agrees to pay GC's reasonable costs in enforcing the Terms of this agreement, including legal fees on a full indemnity basis.

4. Overdue Payments and Default Interest

4.1. Any Invoices which remain unpaid or partially paid within the time frame contained at Clause 4.10 herein will be deemed overdue and must be immediately paid upon demand by GC.

4.2. Without limitation to GC's other rights or remedies, GC may elect to charge interest, and the Client agrees to pay that interest, on all overdue amounts at the standard contract default interest rate, as published from month to month in the Queensland Law Society's Proctor magazine.

5. Breaches of Terms

5.1. In the event the Client breaches these Terms, the Client will pay to GC, on demand, all costs, expenses, charges and disbursements (including legal costs and expenses on an indemnity basis) that GC incurs as a result of the breach.

6. Confirmation

- 6.1. The Client will confirm/advise/provide the following:
 - a) Provide clear instructions as to their requested ceremony site at least one month prior to the Wedding Date.
 - b) Provide confirmed numbers for the Wedding at least 14 days before the Wedding Date.
 - c) Provide an emailed list of names of attendees at least 7 days prior to the Wedding Date.

7. Cancellation by the Client

- 7.1 The Client may cancel the Wedding at any time, however, the following will apply:
 - a) where the Wedding is cancelled at least 8 months before the Wedding Date, the Client forfeits only the Deposit.
 - b) Where the Wedding is cancelled between 6 and 8 months before the Wedding Date, the Client forfeits the Deposit and any outlays or expense incurred by GC.
 - c) where the Wedding is cancelled between 3 and 6 months before the Wedding Date, the Client forfeits the Deposit, any outlays or expense incurred by GC and a further 40% of the Quote.
 - d) where the Wedding is cancelled within 3 months before the Wedding Date, the Client forfeits the Deposit, any outlays or expense incurred by GC and a further 80% of the Quote.
- 7.2 The Client may change and reschedule the Wedding Date but such will be subject to any fees as determined at the sole discretion of GC.
- 7.3 GC reserves the right to terminate this agreement should the Client not comply with their Obligations under this agreement, and can claim damages for any loss, expenses, charges or disbursements they suffer, including legal costs on an indemnity basis, as a result.

8. Cancellation by GC

- 8.1. GC reserves the right to cancel the client's booking without liability to the client and without any obligation to refund the Deposit if:
 - (a) you do not pay our invoices by the due dates; or
 - (b) GC has reasonable grounds to believe that the client may not pay the balance of the Quote by the due date and GC has requested the client to explain the position and they have not done so satisfactorily; or
 - (d) GC has reasonable grounds to believe that the client's behaviour or that of your guests at the wedding is likely to result in damage to the Venue or to our property and/or injury to people.

8.2. If we cancel your booking under clause 9, the Client agrees to pay GC any losses and costs GC suffers because of the cancellation. Cancellation charges you will be determined by reference to clause 8.1 above.

9. Obligations

- 9.1. The Client must provide clear directions to GC about their ceremony site and Reception site.
- 9.2. The Client agrees to pay GC's Invoices as and when they fall due.
- 9.3. The Client is liable for any damage caused to the venue, its equipment, contents or fittings.
- 9.4. GC reserves the right to stop any activity which we reasonably believe is likely to cause damage to the venue or to risk the safety of people at the Venue.
- 9.5. The Client must comply with, and use your reasonable endeavors to ensure that your guests comply with, all of our reasonable

instructions intended to ensure the safety of property and/or people at the Venue.

- 9.6. If the Client engages third party suppliers, GC is not responsible for their performance.
- 9.7. GC reserves the right not to allow any third party suppliers who do not meet the requirements intended to ensure the safety and welfare of property and people at the Venue

10. Changes to the Venue and/or your Wedding

- 10.1. GC reserves the right to make changes to the interior and/or exterior of the Venue between the time we accept the booking and the Wedding Date. This may include changes to the cabins and we cannot guarantee that the venue and its surrounds will be free from additional structures.
- 10.2. GC will use all reasonable endeavors to ensure that no components of the Wedding have to be altered. However, as a wedding package is normally put together a long time before the Wedding Date, GC reserves the right to make changes to certain components as GC may deem necessary to comply with safety requirements, insurance or other changes in law or relevant codes of practice.
- 10.3. GC will notify you of any significant changes covered by Clause 10, but unless the change is one which is likely to fundamentally change the nature of your wedding experience GC will not offer a refund, costs or compensation.

11. Insurance

- 11.1. GC is to take out its own Insurance and agrees that it is not entitled to any accident, third party liability, public liability or indemnity policies of insurance or workers compensation policies that the Client may hold.
- 11.2. GC agrees to make its own arrangements to ensure adequate insurance coverage is effected and maintained throughout the Term for accident, third party liability, public liability or indemnity policies of insurance or workers compensation policies above for its employees only.

12. Non Exclusivity

- 12.1. The Venue may be used for other purposes on or during the Wedding Date, including camping, four wheel driving, horse riding and a variety of other activities. The Client acknowledges that unless exclusivity of the whole of the Venue is Quoted for, they shall only have exclusive use of the fenced cabin area and ceremony site.

13. Warranties and Indemnities

- 13.1. GC warrants that:
 - a) there are no legal restrictions preventing it from hosting the Wedding;
 - b) it will immediately notify the Client of any litigation that may materially affect the ability of GC to host the Wedding;
 - c) it will act lawfully and will comply with any applicable laws, regulations, industry codes of conduct and Australian standards in performing the Services;
 - d) it has complied with all applicable legislation, awards and industrial instruments in engaging or employing all persons who will perform the Services in accordance with this Agreement;
 - e) if applicable, it has a valid ABN which has been advised to the Client; and
 - f) if applicable, it is registered for GST purposes.
- 13.2. Indemnities
 - a) The Client agrees to indemnify and hold harmless GC against any loss or damage caused to them or their property or another person or their property during the Wedding, howsoever incurred.
 - b) GC will not be liable for any loss or damages suffered by the Client due to any issues resulting from:
 - (i) Matters beyond the power and control of GC;
 - (j) Inclement weather;
 - (ii) caused by any of the client's or GC's suppliers;
 - (iii) caused by a breakdown in any equipment;
 - (iv) contributed to or caused by the Client; and/or

(v) force majeure.

- (c) The obligations under this clause will survive termination of this Agreement.

- 13.3. If the Agreement is cancelled or frustrated as a result of anything occurring under Clause 15.2(b), GC may elect at their discretion as to whether the services should be rescheduled or whether a full or part refund will be provided.
- 13.4. The Client agrees that GC is not liable for any loss (without limitation, any loss of contracts or business opportunity, loss of revenue, loss of profits or loss of anticipated savings in expenditure).

14. Exclusion of Liability

- 14.1. The client agrees that neither GC, nor servants, agents or Subcontractors at any time pursuant to these terms will in any circumstances (except where statute otherwise requires) be under any liability whatsoever (whether in contract, tort or otherwise) or for any consequential loss or injury of any kind whether such is caused or is alleged to have been caused by the negligence or wilful act or default of GC, its officers, servants, agents or Subcontractors or by any cause whatsoever.
- 14.2. GC will be entitled to the benefit of the exclusion of liability under clause 14.1 even if it is proved that the loss or damage resulted from an act or omission done with intent to cause damage, or recklessly and with knowledge that the damage would probably result, to the extent permissible by law.
- 14.3. Nothing whatsoever done or omitted to be done or other conduct by GC in breach of these Terms or otherwise will under any circumstances constitute a fundamental breach or repudiation of these Terms such as to have the effect of disentitling GC from obtaining the benefit of or enforcing any rights, defences, exemptions, immunities and limitations of liability of GC contained in these Terms, with all such any rights, defences, exemptions, immunities and limitations of liability and such protection to have full force and effect in any event whatsoever.
- 14.4. Should a Court of competent jurisdiction find the preceding 3 clauses to be invalid or in any way restricts their operation, then for GC's liability is limited to the amount Quoted.

15. Relationship of parties

- 15.1. This Agreement is not intended to create a relationship between the Parties of partnership, joint venture, agency or employer-employee.
- 15.2. GC has no authority to create, assume or otherwise enter into any agreement that imposes rights or obligations on the part of the Client.

16. No Set Off or Deduction

- 16.1. The Client acknowledges that it will have no entitlement to any deduction or set off against any Invoice issued by GC arising from any dissatisfaction it may have with the Wedding provided or tasks performed by GC.

17. Variation, Waiver and Jurisdiction

- 17.1. GC may vary or waive any one of these Terms at any time at its sole discretion.
- 17.2. The waiver of any breach of a term or condition contained herein does not constitute a waiver or of another breach of the same or any other term or condition under these Terms.
- 17.3. These Terms are governed by the laws of Queensland and the Client hereby submits to the jurisdiction of Queensland for the purposes of the interpretation and application of these Terms.

18. Privity of Contract

- 18.1. The Client cannot and must not assign or attempt to assign any of its rights or obligations under these Terms without first obtaining GC's approval and consent in writing, which may be refused and/or withheld at the sole discretion of GC.

19. Severability

- 19.1. If any part or all of a clause of these Terms is deemed void, illegal or unenforceable, the offending part or clause may be severed from these Terms without affecting the enforceability of the remaining clauses of the Terms.

Signed by Client:

Signature:

Date:

Signed by Client:

Signature:

Date: