



Service Agreement

TERMS & CONDITIONS

Thank you for choosing **our venue** which is owned and operated by Dean and Genelle Matthews **trading as Creekside Occasions ("Creekside Occasions")**(ABN 27 677 250 839) (hereafter '**our**', '**we**', '**us**') for your invitational private event. (**'the Event'**).

This is an Agreement under which you (hereafter '**you**', '**your**' or '**the Client**') agree to purchase one of our packages for the price set out in the finalised invoice (**'the Price'**) and provided by us on the day or weekend of your Event (**'Event Date'**) in accordance with the terms set out below (**'the Terms'**).

Please read these terms carefully before confirming your Event Booking with us or using our Services. This and an additional '**Confirmation of Package Form**' provided to you will be referred to hereafter as '**the Terms**'. The Terms are important because they set out the rights and obligations of you as the Client, details of your Event, payment terms and the use of our Services (**'Your Booking'**).

Your Booking is confirmed once we have received an executed copy of these Terms. However, where you fail to provide an executed copy of the Terms but proceed to use our Services or pay the Booking Fee, you confirm your agreement to be bound by these Terms. This Agreement expressly supersedes all prior agreements or arrangements with you.

1. THE SERVICES

1.1. We offer our Services by way of a package (**'Services'**). We may also offer, at any point in time, the following additional services:

(i) Hire Items (**'Additional Services'**)

Confirmation of the particular service(s) offered will be agreed between the parties and expressed in **the Confirmation of Package and finalised invoice** provided to you

2. BOOKING FEE

2.1. You must pay a non-refundable booking fee of \$500.00 (**'Booking Fee'**) or an amount agreeable between parties

2.2. A Booking Fee is required for all bookings and is non-refundable and non-transferable (except where otherwise outlined within this Agreement). The purpose of the Booking Fee is for, but is not limited to, securing our Services for a specified date, related consultations, research, quoting, rent, licensing, insurances, administration and ongoing client management.

2.3. You may tentatively book the Event Date for a period of seven (7) days from the date that you send a written request reserving your specific date. However, the tentative booking will automatically lapse and the Event Date will not be confirmed until;

a) The Booking Fee is paid in cleared funds to our account;

b) A signed set of these Terms are received.

3. PRICING

- 3.1. As clients, each of you will be jointly and severally liable for all payments owing to us.
- 3.2. You should be aware that the Price quoted for the Package may change due to unforeseen circumstances not present at the time of taking your Booking. This includes where your initial expectations have exceeded what was expressed at the time of taking the Booking.
- 3.3. You are required to pay for the Package as follows:
 - a) The Booking Fee as outlined in Clause 2 being **\$500** or as agreed;
 - b) A payment of the balance of the Price due **six (6) weeks** from your Event Date (**Final Payment**).
- 3.4. For Lpayments we will provide you with an invoice for the Services in advance. Any payments made to us will be made via bank transfer.
- 3.5. All packages, Services and Additional Services may be subject to a price increase at any time before the payment of the Booking Fee.
- 3.6. We offer an initial viewing of the venue upon booking our Services. Further viewings may be arranged at our discretion.
- 3.7. We reserve the right not to provide the services if the payments are not made by you in accordance with these Terms.
- 3.8. The parties agree to positive cooperation and communication with each other. We are not responsible for key individuals' failure to contact us, or to cooperate during any meetings with us, or the Booking itself. You understand that we require fair, realistic notice to attend to requests. Poor planning or miscommunication on your part will not be treated by us as an emergency. You understand that last minute changes can impact the quality of the Services and as a result, will not be responsible for these compromises in quality. Where we feel that there is no satisfactory cooperation and communication, we may terminate this agreement immediately.

4. POSTPONEMENTS AND CANCELLATIONS

- 4.1. You may cancel this Agreement at any time, by notifying us in writing via email.
- 4.2. If you cancel your Event:
 - a) More than twelve (12) months prior to your Event Date, you will receive a full refund of your Booking Fee;
 - b) Between twelve (12) months and six (6) months from your Event Date, a refund of the Booking Fee will be at the discretion of the venue and
 - c) Between six months and within six (6) weeks of the Event Date, you forfeit the Booking Fee.

- 4.3. Cancellation does not affect your obligation to pay for any Services already provided.
- 4.4. In the event that you wish to postpone your Booking, and you wish to book a further date that is mutually agreeable and within twelve months of the Event Date, and your request to postpone is:
 - a) more than twelve (12) months prior to your Event Date, we will transfer the Booking Fee to a new date at our discretion and availability, additional fees may apply;
 - b) Less than twelve (12) months from your Event Date, you may forfeit the Booking Fee and all monies paid or due at the time of postponement, this will be at the discretion of the venue and availability

5. MENU/FOOD

- 5.1. If you engage caterers, you must choose one that carries all necessary licenses, approvals and insurance required in order to provide the Services. They must conduct themselves in a professional manner whilst at our Venue.
- 5.2. Where we have permitted the use of food trucks, you will be required to organise, hire, set up, and pack down, crockery, cutlery and glassware. However, the use of food trucks is conditional upon rubbish from the service of food from the food truck being cleaned up and taken away. Where this does not occur, we reserve the right to charge you an additional Cleaning Fee of **\$100.00**.
- 5.3. All handling of food, including the cutting of the cake, must be completed by you or your delegated persons at your own risk with no liability to the venue or our appointed contractors.
- 5.4. You acknowledge that if you need to change the date or any other aspect of your planned event, you may risk any monies paid to the vendor and those payments are your responsibility as the contracted party.

6. ALCOHOL

- 6.1. We are not a licensed premise and we permit BYO alcohol only onto the property.
- 6.2. You must ensure that bottled water is always on offer.
- 6.3. We reserve the right to refuse entry to our Venue to any of your guests, invitees or vendors if the person is, or appears to be to a reasonable person, intoxicated or under the influence of other substances. We reserve the right to ask such guests, invitees or vendors to leave our Venue.
- 6.4. You are responsible for ensuring that our Venue is vacated promptly at the end of the time as agreed between the parties on the Event Date.

7. GUEST ATTENDANCE

- 7.1. Guest attendance numbers must be finalised (6) six weeks prior to the Event Date, and must be no less than in accordance with the specified guest numbers agreed to on your Booking Agreement, as per the package selected. Where there are more guests attending than have been agreed upon on your Booking Agreement, an additional fee will apply, as set out in **Confirmation of Package Form and Final Invoice**.
- 7.2. Where the final attendance number increases within **six (6) weeks** of the Event Date, you are required to notify us in writing as soon as possible.
- 7.3. In the event that there is a count of further additional numbers at the Event, another invoice will be issued to account for this, and you must pay this invoice within the payment terms contained in this Agreement.

8. SMOKING

- 8.1. Guests, invitees and Vendors are unable to smoke cigarettes, and the like at the Venue. In the interest of public safety, those who wish to smoke must do so in the designated smokers area.
- 8.2. Management reserves the right to charge a Cleaning Fee of **\$100.00** for any events where these smoking regulations are ignored, and significant cleaning is required to remove the cigarette butts from the premise and lawns and gardens areas.
- 8.3. It is your responsibility to communicate these facts to all guests or invitees attending their event, written in the housekeeping rules.

9. USE OF VENDORS OR CONTRACTORS

- 9.1. You are required to inform us of all vendors or contractors engaged by you to perform services for or on the Event Date. The following details must be disclosed to us at latest thirty (30) days prior to the Event Date, via the Wedding Fact Sheet Document and including;
 - i) Business name;
 - ii) Contact number;
 - iii) Expected arrival time; and
 - iv) General nature of items being used or brought into our Venue.
- 9.2. It is your responsibility to ensure all other vendors or contractors that will be in the same location as the goods and services provided have the necessary insurance should any loss, damage or expense be suffered by ourselves.
- 9.3. We reserve the right to refuse a Vendor or ask a Vendor to leave our Venue, where we determine that the Vendor is not abiding by laws, regulations and by-laws and government or regulatory orders applying to the Booking and our Venue.
- 9.4. All vendors are subject to the same terms and conditions contained below and you are required to inform all vendors that they are required to abide by these terms.
- 9.5. We will not store items prior to the Event Date unless agreed prior to the Event Date and we are not liable for any damages that may occur to the previously agreed upon stored items.
- 9.6. All sound, electrical and lighting requirements, signs, banners and decorations connected with the Booking must be approved by us before the Booking.

- 9.7. You warrant that you have checked that its vendors and/or contractors have the appropriate insurance in order to provide the Services for the Booking. You must ensure that the vendors and/or contractors maintain this insurance and it is up to date.
- 9.8. You should consider whether wedding insurance is appropriate and upon obtaining that insurance, ensure that you fully understand the coverage of that wedding insurance and its applicability to these Terms.

10. DAMAGES, REPAIRS AND CLEANING

- 10.1. You are financially responsible for any repairs for damage to equipment or property or extra cleaning costs which may become necessary due to the damage or other matters caused by guests or your invitees whether accidental or otherwise.
- 10.2. You, must ensure all of your guests, leave the Venue exactly as you found it. You must pick up your items the following day by 10.00am.
- 10.3. Extra charges may be payable if the Booking has created cleaning needs (determined at our sole discretion). The damage will be assessed for any major stains, bodily fluids, spillages and the cost associated to clean the area will be charged to you.
- 10.4. All guests or invitees enter our Venue entirely at their own risk.

11. SPECIAL TERMS AND RESPONSIBILITIES OF CLIENT

- 11.1. Children must be supervised at all times. It is important and required that Children must not wander the property unsupervised.
 - a) children are not permitted to play in any “off limits areas” including the area around our dam, the bush and our creek.
 - b) where the above children requirements are not adhered to by guests, we reserve the right to request the children who have broken the requirement be removed from our Venue.
- 11.2. Adults and Children are required to wear footwear at all times.
- 11.3. You are responsible for ensuring that you, the guests and vendors do not enter restricted areas, such as the residential space on the property. No member of the Couple, guest or vendor is able to enter any areas marked, ‘no entry’, ‘private residence’.
- 11.4. We reserve the right to ask that a patron leave any area not designated, and if this demand is not adhered to, we reserve the right to remove the person from the property entirely.
- 11.5. We reserve the right to intervene with activities in and throughout our Venue on the Event Date that are subjectively considered illegal, noisy, offensive or dangerous.

11.6. You must not, and must use your best endeavours to ensure that you, your guests, vendors and/or any contractors don't, do any of the following:

- a) damage or attempt to damage any part of our Venue or its installations, fittings or fixtures;
- b) damage, touch, lean against, sit on, move, cover, obscure or endanger any heritage items or displays in our Venue;
- c) attach any sign, decoration or other item to any part of our Venue;
- d) interfere with or alter any of the irrigation, electrical, security, lighting or sound systems in our Venue;
- e) invite or permit into our Venue more than the expected number of guests specified in the Confirmation of Package Form;
- f) enter areas of our Venue other than the area specified in the Confirmation of package Form, except for the areas designated as the route for entry to and exit from our Venue or for use of toilet facilities;
- g) bring into our Venue any flammable materials, or light or maintain a naked flame except in a manner approved by us in writing;
- h) take or consume any food or drink outside our Venue, except into any areas specifically designated by our Venue for that purpose;
- i) use our Venue for any purpose except the Booking as described in the Confirmation of Package Form;
- j) do, say or display anything defamatory, offensive or of a pornographic nature.

11.7. You are able to use real, natural flower petals for your event. We do not permit the use of confetti, rice, smoke machines, fireworks or related pyrotechnics or similar items in any part of our Venue. You acknowledge that should you wish to use any kind of special effects such as "smoke bombs", you are required to inform us so that it can ensure that local fire authorities are informed. You acknowledge that if there is a fire ban or extreme heat conditions, you may not be able to use special effects. A **\$100.00** additional Cleaning Fee may be charged if this request is ignored.

11.8. Where you wish to use candles as decorations, these candles must be in fire-resistant glass with the flame encased (flame not protruding above the glass casing).

11.9. Rehearsals in your nominated ceremony space are available by appointment, depending on our availability.

11.10. Outdoor fireplaces or fire pits may only be used with our prior written approval.

11.11. You must immediately notify us if any emergency services are called to the Venue.

- 11.12. You must provide your own first aid facilities/first aid kit.
- 11.13. You acknowledge that we are located in a High Fire Danger area and you agree to ensure you and all of your guests strictly adhere to all fire danger directions and instructions including any from the Rural Fire Service (**RFS**).
- 11.14. All outdoor activities planned by you must be approved in writing six (6) weeks prior to the Event.
- 11.15. You agree that all cars are to be parked in the designated car parks only. The use of any other car park or driveway must be approved in writing six (6) weeks prior to the Event. No car is permitted to be parked in any driveway at any time, as each driveway is an emergency exit for the Venue. Cars cannot be left at the venue overnight unless prior arrangement with the venue is made six (6) weeks prior to the event. The venue is not responsible for the safety of any cars left on the premises during or following an event.

12. DELIVERY AND PICK-UP OF EQUIPMENT

- 12.1. All deliveries for the Booking must be arranged with and approved by us prior to delivery.
- 12.2. Payment for any delivery of goods must be made by you in advance to the delivery.
- 12.3. Assistance for moving in or out of equipment is not guaranteed and will only be possible if staff are available.
- 12.4. You must, at the end of the Booking:
 - a) promptly remove any goods or materials brought into our Venue by or on behalf of the Client by **the specified time of departure** unless otherwise agreed; and
 - b) leave our Venue in a reasonably clean and tidy condition.
- 12.5. Failure to remove any goods or materials brought into our Venue by or on behalf of you will result in a **\$100.00** Disposal Fee.
- 12.6. You must comply with all directions of our management and staff whilst in our Venue.

13. SETUP

- 13.1. It is your responsibility to arrange the set-up of our Venue suitable to your needs and requirements on the morning of your event from 7am. In the event that hanging installations are planned, such Vendor must have necessary licenses, insurance or approvals necessary.
- 13.2. The time which our Venue will be available to arrange the set-up no earlier than **7:00am** on the day of your event, unless with our prior written approval. Marquee extension set-up or other large-scale need to occur from 7am subject to venue availability and venue discretion

14. DECORATIONS

- 14.1. It is your responsibility to arrange for decoration of our Venue unless utilising one of our packages.
- 14.2. We are happy to allow you to decorate our Venue to your liking (subject to our approval and these Terms and Conditions) however it is imperative to maintain safety in doing so.
- 14.3. We have the sole discretion to allow or disallow certain decorations at our Venue, and where instructions are not followed, we reserve our rights to remove any disallowed decorations.

15. INTELLECTUAL PROPERTY

- 15.1. You acknowledge that we may take images and/or video of you using our Venue on the Event Date. You hereby irrevocably waive all copyright rights (including moral rights) in any such images and agree to provide us a royalty free nonexclusive licence to use any such images for our marketing purposes.
- 15.2. By accepting these terms, you confirm that you have given permission, and sought the permission from your guests and vendors, for us to take images and videos.
- 15.3. Any photographs, videos or sound recordings taken by you must be for personal use only and must be taken legally. Any use, reuse or production for commercial purposes without our express written consent is strictly prohibited.

16. WARRANTY, LIABILITY, AND INDEMNITY

- 16.1. To the extent that the Australian Consumer Law allows, we provide the Services on an “as is” and “as available” basis and disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise with respect to the Services (including all information contained therein), and including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title or ownership.
- 16.2. Subject to clause 16.1 above, we accept no responsibility and are not liable for any direct or indirect, special loss or damage or injury to any person, corporation or other entity in connection with this Agreement or the Services, howsoever caused save for the event we have contributed to such loss or damage or injury.
- 16.3. We will not be liable to you or any other person for any liability or claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.
- 16.4. To the maximum extent permitted by law, you will indemnify us against any liability arising from or in connection with:
 - (i) Any act or omission by you;
 - (ii) Any breach of these terms; and
 - (iii) Any third-party claim against us;

arising from or in conjunction with this Agreement, but this indemnity will be reduced proportionately to the extent the liability was caused by our negligence.

17. FORCE MAJEURE

- 17.1. We will not be liable or responsible for any failure to perform, or the delay in performance of, any of its obligations under the Agreement that is caused by any act or event beyond our control. Examples include, but are not limited to, acts of God, flood, bushfire, warfare, government laws or regulations, electrical fire, strikes by suppliers (known as 'force majeure circumstances').
- 17.2. If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Agreement becomes impossible, we will contact you as soon as reasonably possible to notify you. Our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of that force majeure circumstance.
- 17.3. In genuine force majeure circumstances, we will endeavor to arrange a new date for the Booking with you after the event outside of its control is over. We must use all reasonable endeavors to mutually agree on a new date, but if we are unable to agree on an alternative date, the Booking will be considered cancelled under the terms outlined in Clause 4.
- 17.4. This clause does not apply in circumstances where an event outside of our control occurs but the circumstances still make the Booking possible (notwithstanding inconvenience or financial hardship). If events beyond our control occur (such as restrictions to numbers of guests, or density requirements) but it is entirely possible for us to provide a substantial part the Services, any choice to cancel your event is done so at your own initiative and the usual cancellation clauses in these Terms apply.
- 17.5. If you cancel the booking or vary the booking because the alleged event outside of our control causes mere inconvenience or changes the booking in a manner that does not suit you, our postponement and cancellation policies apply.

18. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement constitute the entire agreement between us with respect to the Services and shall not be amended, except where mutually agreed in writing.

19. DISPUTES

Both parties agree that any disputes arising from provision of the Services shall be negotiated with a view to settlement prior to either party issuing legal proceedings.

20. TERMINATION

- 20.1. We may immediately terminate, or suspend the performance of this Agreement and you must immediately pay any money owed to us if:
 - (i) we experience harmful or threatening behaviour;
 - (ii) you fail to provide instructions or cooperate with requests for information;
 - (iii) you breach a term of this Agreement and you do not remedy the breach within fourteen (14) days;
 - (iv) any invoice rendered by us remains outstanding;
 - (v) you breach a term of this agreement which is not capable of remedy.
- 20.2. You may immediately terminate, or suspend the performance of, any agreement in the event of substantial breach by us of my obligations hereunder, where any such breach has not been remedied within 30 days of written notice from you requiring the breach to be remedied.

21. GOVERNING LAW AND JURISDICTION

Any Agreement between us is governed by the laws of the state of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with any Agreement.

22. SEVERABILITY

If any of these terms are invalid or unenforceable in any jurisdiction, that term must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining terms or affecting the validity or enforceability of that term in any other jurisdiction.

23. MISCELLANEOUS

- 23.1. If any provision of this Agreement is unenforceable, the provision will be severed, and the remaining provisions will continue to apply.
- 23.2. We may assign any rights or benefits under this Agreement to any third party.
- 23.3. You may only assign any rights or benefits under this Agreement with our prior written consent.
- 23.4. This Agreement incorporates the entire understanding of the parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.

24. EXECUTION BY PARTIES

- 24.1. This agreement must be executed by each party named. In instances where it is signed by one party, the signing party acknowledges and warrants that they have the authorisation to execute the agreement on behalf of the other party. In doing so, they also warrant that the other party has read and understood the Terms prior to providing permission to execute.