Terms of Service

These terms of service govern your hire of Casa di Stories to Gather (**Casa**).

Casa is a venue hire service offered and operated by STORIES TO GATHER PTY LTD (ACN 660 351 931) trading as STORIES TO GATHER (**we, us, our**).

You may hire Casa as a venue only or in conjunction with our Catering Services.

These Terms and Conditions (**Terms**) govern your use of Casa, our products and services, and form a binding contractual agreement between us, and you.

These Terms are important and should be read carefully. Any questions about these Terms must be directed to us in writing at hello@storiestogather.com.au before booking and hiring Casa, or engaging our services associated with Casa.

Subject to any subsequent agreements you may be required to enter with us, these Terms constitute the entire agreement between you and us and supersedes all prior agreements, conduct, representations and understandings. You confirm you have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.

1. **DEFINITIONS**
   1. **Bond:** means the amount of $500.00 (or any other amount specified by us which may be varied from time to time) that you pay us together with the Deposit to secure the Function.
   2. **Catering Services:** means the supply of catering at your Function.
   3. **Function:** means the date you have secured to hire Casa.
   4. **Deposit:** means a 30% deposit payable by you to Us to secure your Function.
   5. **Services:** means your booking of Casa for a Function.
   6. **Rates**: means the weekday and weekend rates to hire Casa as set out in Our Venue Pack.
   7. **Venue Pack:** means the downloadable brochure relating to Casa made available on our Site.
   8. **Site:** means our website https://storiestogather.com.au.
2. **ACCEPTANCE OF TERMS**
   1. By:
3. Booking, accessing, purchasing, or using the products or services offered by Us at Casa on our Site, whether or not you have purchased or engaged our products or services either directly or indirectly, and irrespective of your capacity as an individual, as an employee of a business, or as a business; or
4. where we provide you with a quote for our services (**Quote**), by paying any amount to us in respect of our services or otherwise instructing us to proceed with the services in writing,

you acknowledge that you have read and understood these Terms and Quote, if applicable, and agree to be bound by them, and all our other policies.

1. **VARIATIONS TO TERMS**
   1. We reserve the right, in our sole discretion, to vary, change or amend any part of these Terms.
   2. In that event, we will provide notice of the variation by publishing the updated Terms on our Site.
   3. The updated Terms will be taken to have effect on the date of publication.
   4. Your booking, continued purchase of our products, use of our services, and Function at Casa constitutes your acceptance of the updated Terms and is taken as your agreement to be bound by these updated Terms.
   5. Should you object or disagree to the Terms, your only remedy is to contact us at hello@storiestogather.com.au and immediately discontinue your use of the products and/or services.
2. **GENERAL DISCLAIMER**
   1. You are liable for and indemnify Us from and against all actions, claims, demands, losses, damages and expenses for which We may be or become liable or suffer in respect of:
      1. Damage to Casa property arising out of or in the course of the Function, except to the extent it is caused or contributed to by our negligence or default;
      2. Injury to or death of any persons arising out of or in the course of the Function, except to the extent it is caused or contributed to by our negligence of default;
      3. Damage or injury caused or contributed to by the acts of or omissions of your contractors, vendors, suppliers or any other third party;
      4. Any breach of law by you in connection with the Function; and,
      5. Any breach of these Terms.
   2. We do not accept any responsibility for any loss or damage to your property or any third party.
   3. Whilst all care is taken to accommodate to any allergies for the purpose of our Catering Services, food items are prepared in a kitchen containing allergens and we provide no guarantee that any food item specifically requested by you is free from such allergens.
   4. We are not responsible any allergies resulting from food served on the premises.
   5. The various layouts of Casa are set out in our Venue Pack, however the configuration of the layout may be subject to change without prior notice to you.
3. **REGISTERING YOUR DETAILS**
   1. Before you book your Function and/or purchase our products and/or services, we may ask you to register an account with us.
   2. You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.
   3. We may at any time request a form of identification to verify your identity.
   4. If you are a registered user or member of our Site, you acknowledge and agree that:
      1. You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);
      2. You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
      3. You will immediately notify us if your Password is lost or becomes known to any other person;
      4. You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and
   5. To the extent that you provide personal information, we will treat such information strictly in accordance with our Privacy Policy.
   6. You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.
   7. You will not let any other person use your Password or any registered user or member services.
4. **YOUR OBLIGATIONS**
   1. By booking your Function , you agree to:
5. respond promptly to our communications in relation to the Services;
6. provide, within a reasonable amount of time, accurate, complete and current information or documentation reasonably required by us to perform the Services which includes but is not limited to your confirmation of the number of guests attending the Function;
7. ensure that Casa is left in the same condition that it was in prior to the Function;
8. comply with our reasonable directions;
9. comply with all laws, regulations and government or regulatory orders which apply to Casa and the Function;
10. not attempt in any way to modify or physically tamper with any aspect of Casa;
11. ensure all electrical equipment brought into Casa is safe and must be inspected and tagged by a qualified person prior to their use at Casa;
12. ensure that any external vendor, supplier or third party you may engage to be present at the Function (including but not limited to caterers, florists and entertainers) hold adequate insurance and should any issues or claims arise as a result of those external vendors, suppliers or third parties during your Function (including bump in and bump out times) you agree to indemnity Us for all such issues and claims in accordance with clause 12 of these Terms;
13. ensure that you and your guests visiting Casa comply with these Terms as a condition of entry to Casa;
14. ensure that if you are engaging a third-party catering service that is not provided by Us, that you do not attribute the services provided by that caterer to Us and do not tag Us on any forum including social media to suggest that the catering services you have engaged are provided by Us;
15. allow us to apply the Bond to any additional charges for additional hours of your Use of Casa beyond the time frames set out in our Rates, deep or excessive cleaning, repair of any damage beyond normal wear and tear caused to Casa, furnishing or equipment in Casa or the removal of unwanted materials left after the Function. Provided that Casa is returned to the same state it was in prior to the Function, the Bond will be returned to you within 5 business days from the date of your Function;
16. pay for any additional charges, where the Bond is insufficient to return Casa to the state it was in prior to the Function. By providing your credit card details to Us, you permit Us to store and use your credit card for this purpose; and,
17. act in good faith.

***RESPONSIBLE SERVICE OF ALCOHOL***

* 1. Alcohol is not to be served to any person at the Function who is under 18 years of age;
  2. You warrant that any person serving alcohol at the function is trained in the responsible service of alcohol (RSA) certification.

1. **RIGHT TO SUSPEND, TERMINATE AND REFUND** 
   1. We reserve the right to suspend or terminate your use of Casa or our services generally including your Function if you breach these terms, as determined by us in our sole discretion.
   2. If you terminate our Services early (prior to your services being completed), you acknowledge and agree that the outstanding fees for those services are payable. We will issue an invoice for all work accessed or completed (as the case may be) in the course of providing its services up to the time and date that written notice was given to us that the services were cancelled.
   3. Refunds are not provided for our products and/or services, whether accessed by you or not, unless we are in breach of the Australian Consumer Law, as set out in Schedule 2 to the Australian *Competition and Consumer Act*, 2010 (Cth).
   4. Any initial deposits paid to us for the provision of services to you are non-refundable.
   5. Final payments are non-refundable after at the completion of our services.
   6. Any refund requests will be assessed on a case-by-case basis, in accordance with the costs associated with each product or service delivered by us, or otherwise where we determines in our sole discretion that genuine value has not been received or is not able to be received by you.
   7. All cancellations must be made in writing. If a cancellation occurs less than five (5) days prior to the Function all fees paid will be forfeited, unless otherwise agreed by us at our sole discretion in writing.
2. **RATES and Prices**
   1. All Rates for our products and services are in Australian Dollars (AUD).
   2. All Rates associated with the hire of Casa for a Function are displayed in our Venue Pack as follows:-
      1. Weekday half-day rate (4 hours) $650.00 available for the following time periods:-
         1. Morning period 8:00am-12:00pm;
         2. Afternoon period 1:00pm-5:00pm; or,
         3. Evening period 6:00pm-10:00pm.
      2. Weekday full day rate (8 hours) $1,200.00.
      3. Weekend full day rate (8 hours) $1,500.00.

The hire period includes bump in and bump out times. Any additional hours of your use of Casa will be charged at an hourly rate of $162.50 for weekday half day, $150.00 for weekday full day and $187.50 for weekend full day in accordance with clause 6.1(k).

* 1. All Rates include access to 40 champagne glasses, 40 tumblers, 40 plates and silver cutlery as well as a vintage wood table, 6 chairs, double door bar fridge, single door freezer and dishwasher.
  2. All rates include a standard cleaning fee, however if deep or excessive cleaning is required, you may incur an additional cost in accordance with clause 6.1(k) of these Terms.
  3. The price of our Catering Services will be provided to you by way of a Quote.
  4. All Rates and prices are inclusive of GST (if applicable) unless indicated otherwise, and exclude delivery charges and customs duty and other taxes, if applicable.
  5. All prices are subject to change without notice.
  6. We reserve the right to modify, cancel and limit any service at any time.

1. **PAYMENTS**
   1. You are required to pay the Deposit to secure the date of your Function. The balance of our fees is payable in full within ten (10) days of the Function, unless otherwise agreed between the parties in writing.
   2. You acknowledge that a surcharge of up to 10% may apply, at our sole discretion, if your Function falls on a public holiday (irrespective of whether or not the public holiday is gazetted at the time of confirmation).
   3. We will send you invoices for our Services in the manner stated in the Quote and you agree to pay the invoices using the payment method specified in the Quote.
   4. All invoices must be paid in full, in accordance with clause 9.1, before we provide our Services.
   5. Some of our payments are operated through an online and automated billing system (Online Payment). Where your payments are made via Online Payment:
2. You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
3. If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.  
   1. Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.
   2. We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.
   3. We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
   4. We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.
   5. In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services. We will not be liable for any loss suffered by you as a result of such suspension or termination.
   6. We reserve the right to apply interest at the General Interest Charge applied by the ATO (which is currently a rate of 8% per annum) to all tax invoices that are more than 30 days overdue.
   7. Where payments remain outstanding for more than 30 days, we reserve the right to assign any debits payable to it to a third party without consultation with You.
4. **DISCOUNTS, PROMOTIONS AND OFFERS**
   1. From time to time, we may offer the opportunity to purchase our services at a discounted or promotional price, subject to these Terms.
   2. Any discounts, promotions and offers will be confined to the time period and additional terms of sale in accordance with the details of that respective discount, promotion and/or offer as published online from time to time on our Site.
5. **LIABILITY IS LIMITED** 
   1. We provide our products and services on an "as is" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by Law. Subject to the other terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Services that are not expressly set out in these Terms to the maximum extent permitted by Law.
   2. Without limiting the generality of clause 11.1, we expressly exclude any liability in contract, tort or otherwise for any injury, damage, loss, delay or inconvenience caused directly or indirectly by your use of our products and services.
   3. Subject to the other terms of this clause, our maximum aggregate liability owed to you in for any loss or damage or injury arising out of or in connection with the supply of our Services under these Terms, including any breach by us of these Terms however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the actual charges paid by you under these Terms in the one month period preceding the matter or the event giving rise to the claim.
   4. The disclaimers, limitations of liability and indemnities within these Terms do not exclude rights that may not be excluded by Law, including but not limited to, those rights under the Australian Consumer Law.
   5. If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law that cannot be excluded, our total liability to you for that failure is limited to, at our option, to the resupply of the Services or the payment of the cost of resupply.
   6. Subject to the other terms of this clause, we exclude any liability owed to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any loss of profits, loss of sales or business, loss of production, loss of agreements, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill or reputation or loss of use or corruption of data or information.
   7. This clause applies to the fullest extent permitted by Law and shall survive termination of these Terms.
6. **YOUR INDEMNITY**
   1. You agree to indemnify us and our officers, agents, partners, directors, shareholders and employees and subcontractors, against any direct losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with:
7. your use of our products and services;
8. any claim made against us or you by a third party arising out of or in connection with the provision of our products, services and/or these Terms;
9. any breach of these Terms by you, including any failure to pay any fees on time;
10. the enforcement of these Terms.
    1. You must make payments under this clause in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by Law.
    2. This clause survives the termination of this agreement.
11. **NO DISPARAGEMENT** 
    1. At all times, you must not make any public or private statement or comment, whether oral or in writing, which in our reasonable opinion is adverse to the interest, reputation or commercial standing of or is in any respect a disparaging remark or representation about us and/or any of our services nor any statement that is false and does or has the tendency to damage our reputation by any method including but not limited to any social media platform or review website anywhere in the world.
    2. Should you breach this clause, you hereby indemnify us in accordance with clause 17 above.
12. **FORCE MAJEURE**
    1. We will not be in breach of these Terms or liable to you for any Loss incurred by that you may incur as a direct result of our failing to perform our obligations or being prevented, hindered or delayed in performing our obligations under these Terms where such prevention, hindrance or delay results from a Force Majeure Event.
    2. If a Force Majeure Event occurs, we will notify you (Non-affected Party) in writing as soon as practicable and that notice must state the particulars of the Force Majeure Event and the anticipated delay.
    3. On providing the notice in the above clause, we will have the time for performance of the affected obligations extended for a period equivalent to the period during which performance has been delayed, hindered or prevented, however, we will continue to use all reasonable endeavours to perform those obligations.
    4. The performance of the affected obligations will be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.
    5. References to a Force Majeure Event in this clause means: events, circumstances or causes beyond a party’s reasonable control including (but not limited to):
13. strikes, lock-outs or other industrial action;
14. civil commotion, riot, invasion, cyber-attack, service attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
15. fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;
16. epidemic, pandemic, health emergencies, disease;
17. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
18. interruption or failure of utility Services (including the inability to use public, private telecommunications networks, servers or third party hosting platforms); and
19. the acts, decrees, legislation, regulations or restrictions of any Government Agency;

however does not include a lack of funds.

* 1. References to Loss in this clause means: any loss, liability, cost, charge, expense, Tax, Duty or damage of any nature whatsoever, including special, incidental, or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence).

1. **SEVERABILITY**
   1. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
2. **NO ASSIGNMENT**
   1. You cannot transfer or assign your rights in accordance with these Terms, including any membership or registration with us, without our prior written consent.
   2. We may assign or transfer our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.
3. **SUB-CONTRACTING** 
   1. We are free to sub-contract any of our obligations under these Terms, but such sub-contracting will not release us from our liabilities under these Terms.
4. **BINDING ON SUCCESSORS**
   1. These Terms shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.
5. **DISPUTE RESOLUTION**
   1. If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause.
   2. Any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.
   3. In the case of claims against us, all notices are to be provided to hello@storiestogather.com.au.
   4. If the dispute is not resolved by agreement within 10 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 10 business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.
   5. Once a mediator is appointed, the parties agree that:
      1. The costs of the mediator shall be borne equally between the disputing parties.
      2. The chosen mediator shall determine the procedures for mediation.
      3. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
   6. If the parties have not mediated a resolution of the dispute within 10 business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.
   7. Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party’s reasonable opinion, it is necessary to protect their rights.
   8. Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.
   9. This clause survives termination of these Terms.
6. **APPLICABLE LAW**
   1. These Terms shall be construed in accordance with and governed by the laws of New South Wales, Australia. You consent to the exclusive jurisdiction of the courts in New South Wales to determine any matter or dispute which arises between us.
7. **YOUR FEEDBACK**
   1. We welcome enquiries or feedback. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential. Please see our Privacy Policy for further details.
   2. If you have questions or comments regarding this Site or our services, please email us at insert email.

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