

**Terms and conditions**

Please read these terms and conditions carefully (Terms), and prior to, proceeding with your booking. By proceeding and making payment, you are agreeing to these Terms.

This Agreement is between Table Tattle and you (you).

**Agreement**

By agreeing to these Terms you understand that you are registering to attend a social event (Event) managed by Table Tattle and all fees associated with your participation at an Event are payable in full as set out in these Terms. You may register on behalf of others, however you are deemed to be liable for all associated fees for all people you register.

We ask that you please ensure you register for the correct Event. Should you require assistance at any time please do not hesitate to contact Table Tattle via email at [hello@tabletattle.com.au](mailto:hello@tabletattle.com.au) or call 0490 055 988 prior to finalising your booking.

**Confirmation**

Bookings for Events are confirmed only when you receive an email notification from us confirming that an Event will be hosted.

There is a delay between Table Tattle accepting your payment and Table Tattle confirming an Event because we have to undertake a significant amount of work behind the scenes to stage an Event, such as organising and matching groups, organising which houses/units will host a course and organising the order in which Event participants will visit certain houses/units.

We will endeavour to notify you that an Event is confirmed as soon as we are possibly able.

No physical tickets are required as we will simply notify you by email when an Event has been confirmed.

**Changes and Variations**

Given that a successful Event requires at least 24 people coming together to enjoy a successful Event, we reserve the right, and you acknowledge and agree, that Table Tattle may in its absolute and sole discretion, cancel, reschedule or alter an Event at any time up until the staging of the Event.

If we need to cancel or reschedule an Event we will do our best to give you as much notice as possible and also to satisfy your requirements when rescheduling the Event. If we cancel your Event and do not reschedule it we will refund your money in full.

If we cancel or reschedule an Event, we will not be liable to you for any damage, loss, expense, loss of time, disappointment, inconvenience, or any other consequential loss suffered by you.

### **Cancellations & Refunds**

We will only offer a refund or exchange of a ticket if an Event is cancelled, rescheduled or significantly relocated (and you cannot or do not wish to attend the rescheduled or relocated event), or to the extent otherwise required by law (including the Australian Consumer Law). You must apply for a refund within a reasonable time.

Where you wish to cancel your participation in an Event then we will:

- refund 100% of your payment amount (minus any bank or processing fees charged to us when you made your booking) as long as you cancel more than 4 weeks before an Event; or
- refund 50% of your payment amount (minus any Eventbrite, bank or processing fees charged to us when you made your booking) where you cancel between 2 weeks and 4 weeks before an Event; or
- we won't refund any of your payment fee where you cancel within 2 weeks of an Event, as we have to go to significant effort, on short notice, to reorganise the Event to ensure a successful Event for other Event participants.

Refunds will only be processed to the bank account that you used to make your payment.

### **GST**

Table Tattle is not registered for GST.

### **Right of Removal**

An Event participant who is hosting an Event at their house or unit reserves the right to refuse entry to, to ask a person to leave, or to remove from an Event, any person or persons, who in their absolute discretion is intoxicated or acting in a manner that is threatening or intimidating to other Event participants (Ejected Person).

If the Ejected Person is you, then you indemnify Table Tattle and the person or persons who ejected you for all loss, damage, cost or expense you incur or suffer from being ejected.

### **Photography and Video Waiver and Release**

By agreeing to these Terms, you consent to photos, videos or other images or recordings of the Event being taken, used and/or reproduced for our commercial purposes of advertising, media, publicity, publication, web display, general display (Commercial Purposes), or for any other purpose in whole or in part, for an undefined period of time. To the extent that you provide us any images or videos of you or other Event participants at an Event, you grant us a non-exclusive perpetual licence to use those videos and photos for our Commercial Purposes. You consent

to the infringement of any and all moral rights that you may have in the photographs or videos.

You hereby waive any interest that you may have in the copyright or intellectual property of the photograph(s) we (or our photographer) takes of you, and you agree that you will not receive any payment or consideration in respect to them.

You release and indemnify Table Tattle, its employees and agents from any liability (including consequential loss) connected with the publication, reproduction, release or other use of these materials.

### **Special Requirements**

If you have any special dietary requirements please inform our reservation staff, or notify us when making a booking. We will make reasonable efforts to inform dinner hosts about your special dietary requirements and allergies. However, we cannot guarantee that food you are allergic too will not be in food prepared by Event participants, and we and the Event participant(s) who have prepared your food explicitly accept no liability for any allergens being in your food.

For serious food allergies you must make your own decisions on selecting and eating courses. Comments from Event hosts are only to assist you in making an informed decision.

### **Illicit Substances**

No illicit substances or drugs may be taken to an Event.

### **Indemnity by Dinner Host**

If you are a dinner host then you indemnify us against all loss (including indirect or consequential loss), liability or expense that we incur or suffer arising out of, or in connection with any action or claim arising from provision of food and dinner catering services generally to Event participants.

The above indemnity will be reduced to the extent that we contributed to the loss, liability or expense.

### **Indemnity by you as an Event Participant**

As an Event participant (including a dinner host) you indemnify us and against all loss (including indirect or consequential loss), liability or expense that we incur or suffer arising out of, or in connection with any action or claim arising from:

- your involvement in, or attending, an Event;
- any post Event celebrations or partying; or
- you being involved in an accident on the way to an Event, during an Event or after an Event;
- any food you eat, or drink you imbibe, during an Event; or
- breach of these terms and conditions.

The above indemnity will be reduced to the extent that we contributed to the loss, liability or expense.

### **Transport Policy**

We advocate the using of Uber between Event courses and upon leaving an Event. You are of course free to use any other transportation service. All use of transportation services (Uber etc) are subject to the terms and conditions of the carrier.

### **Disabled Access**

If you have a disability, that you believe will impact your ability to safely participate in any Event organised by Table Tattle, please make Table Tattle aware and we will facilitate you where possible.

It is your responsibility to disclose to us any disability that may hinder access to, from or while at our Events.

### **Limitation Of Liability**

Certain legislation including the Australian Consumer Law (ACL) in the Consumer and Competition Act 2010, and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

Our liability is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights. Unless the Statutory Rights apply, the services in providing Events, and all other material and work is provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

If your Statutory Rights apply because you are a consumer as defined in the ACL, then we guarantee that the services (in organising, managing and hosting Events):

- we supply to you are rendered with due care and skill;
- will be fit for the purpose that we advertise, or the services will give the result that we have agreed to in writing with you prior to providing the services; and
- will be supplied within a reasonable time.

To the extent we are unable to exclude liability, our total liability for loss or damage you suffer or incur from attending an Event or you accepting our services is limited to us re-supplying the services to you, or, at our option, refunding to you the amount you have paid us for the services to which your claim relates.

In no event will Table Tattle be liable for any indirect, consequential, exemplary or special damages.

To the maximum extent permissible by law, Table Tattle will not be responsible in tort, contract or otherwise for any loss or damage arising out of injury or death sustained by you or any other Event participant howsoever arising and whether or not arising as a result of our negligence or failure to render due care and skill.

You will be liable for any loss or damage you cause at any house or unit where an Event is hosted.

### **Privacy**

All personal information is held in accordance with Australian Privacy Laws. Any gathered personal information will keep strictly confidential. Videos and photographs taken at any Table Tattle program or event may be used for promotional purposes on the Table Tattle website and in Table Tattle publications.

### **General Provisions**

Any indemnity give to us by you includes indemnifying our employees, agents and subcontractors (where we have used subcontractors).

When we communicate with you we will generally do so by email or via phone. You agree that email and phone communications are contractually binding in the same way as properly signed and dated documentation sent by post.

Nothing in this agreement or on our websites or any website owned, operated, licensed or controlled by Table Tattle shall confer on any third party any benefit or obligation.

If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging with us, in good faith, in a process of mediation before commencing arbitration or litigation.

We are not liable for any breach of our obligations resulting from causes beyond our reasonable control.

This Agreement shall be governed by and construed in accordance with the laws of the Australian Capital Territory.

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You are deemed to have accepted these Terms when you proceed with your booking and make payment.

If there is any conflict between these Terms and our Website terms and conditions then these Terms will prevail to the extent of the inconsistency.