

## The Lighthouse Toowoomba | Terms and Conditions

The Lighthouse Toowoomba shall, within reasonable limits, do everything possible to ensure that a visit to the complex and the exhibitions and activities workshops organised by The Lighthouse Toowoomba proceeds in a pleasant manner. The Lighthouse Toowoomba shall make every effort to limit to a minimum any potential nuisance and inconvenience, as well as to guarantee the safety of the visitor.

### 1. General Provisions: Definitions

- 1.1 With 'precinct' and 'The Lighthouse Toowoomba' are understood to mean the organisation that manages the complex. With 'personnel' is understood to mean all the personnel of or hired by The Lighthouse Toowoomba including, but not exclusively, the management, visitors, volunteers, and other precinct officials.
- 1.2 With 'precinct complex' is understood to mean the entirety of the site (built-on and open) that falls under the legal or supervisory authority of the management of The Lighthouse Toowoomba including, but not exclusively, the gallery, reception areas, library, youth writers centre, meeting rooms, educational areas, podcast room, other outdoor spaces and depots.
- 1.3 'Visitor' is understood to mean anyone who has a ticket for The Lighthouse Toowoomba and/or enters The Lighthouse Toowoomba for the purpose of a precinct visit.
- 1.4 These general Terms and Conditions shall apply to all visits to The Lighthouse Toowoomba. Departures from these provisions may well apply during other special activities outside of regular opening hours and/or directed at other than the regular visitor, as in the case of hiring a hall, catering and the like.

### 2. Ticket Sales, Special Offers and Prices

- 2.1 The Lighthouse Toowoomba reserves the right to change its prices.
- 2.2 The visitor is required at all times, upon request, to present proof of admission for ticketed events, or a voucher or receipt for bookings for workshops, or any discount coupon for admission to the personnel.
- 2.3 The prospective visitor is not entitled to repayment of the admission price or any other compensation in the event of loss or theft of the admission ticket before he/she has entered the precinct complex. The resale of entrance tickets is not permitted without the prior permission of The Lighthouse Toowoomba. The potential visitor may be denied access to the precinct complex if it turns out that the entrance ticket, discount card or voucher has not been directly acquired from The Lighthouse Toowoomba or an organisation authorised for this purpose by The Lighthouse Toowoomba.
- 2.4 The Lighthouse Toowoomba wants to give as many individuals and (school) groups as possible the opportunity to visit The Lighthouse Toowoomba, at rates determined by us. Travel organisations / tour operators may not make bookings for third parties.

### **3. Access to The Lighthouse Toowoomba**

- 3.1 The visitor is only entitled to enter The Lighthouse Toowoomba on presenting a valid admission ticket.
- 3.2 The visitor will be denied (further) access to The Lighthouse Toowoomba if The Lighthouse Toowoomba establishes that:
  - 3.2.1 The admission ticket was not issued by The Lighthouse Toowoomba or an organisation or other legal entity authorised for this purpose by The Lighthouse Toowoomba;
  - 3.2.2 The visitor is manifestly under the influence of alcohol, drugs or similar substances;
  - 3.2.3 The visitor manifestly causes a disturbance or has the manifest intention of causing a disturbance;

### **4. Visit to the Precinct Complex**

- 4.1 While present in the precinct complex, the visitor shall act in accordance with the law, in particular related to public order and common decency, and behave according to the common rules applicable to the specific nature of the activity attended. The visitor is also obliged to obey directions or instructions given by the personnel of The Lighthouse Toowoomba. If the visitor, according to the reasonable judgement of an authorised official of The Lighthouse Toowoomba, who should be recognisable as such, acts in violation with these rules, directions or instructions in any way, he/she can be denied further access to the precinct complex without that visitor having any right of refund of the cost of the admission ticket or any other costs incurred.
- 4.2 Children under 12 years old may only visit the precinct when accompanied by an adult who signs them in for a workshop or an event. Parents or supervisors of children shall always be responsible and accountable regarding the behaviour of the children they accompany. Teachers and supervisors of groups are responsible and accountable with regard to the behaviour of the groups they oversee. At all times, contact information has to be conveyed to workshop or event organisers if the adult is leaving the children.
- 4.3 In the precinct complex, it is forbidden for visitors:
  - 4.3.1 to smoke in the precinct complex;
  - 4.3.2 to bring along dangerous objects or materials, as determined by the discretion of the personnel of The Lighthouse Toowoomba.
  - 4.3.3 Under special circumstances, when the general safety of people or the collection reasonably demands so, the personnel can request permission to examine the (hand) luggage carried by the visitor. In the event that the visitor denies permission, the personnel are authorised to remove or arrange to have aforesaid visitor removed.

4.3.4 Except with prior permission from the management of The Lighthouse Toowoomba, it is not permitted to distribute or reproduce such photographs, video or film material in any manner or with any medium, including electronic media.

4.4 The Lighthouse Toowoomba can permanently or temporarily refuse admission to a visitor who has intentionally damaged an object or if there is other justifiable apprehension that the visitor will cause damage.

4.5 For reasons of safety the visitor must be identifiable.

## 5. Complaints

5.1 The Lighthouse Toowoomba shall do everything possible to ensure that a visit to the precinct complex or the exhibitions and activities organised by The Lighthouse Toowoomba proceed in accordance with the publicised program; this including the responsibility to inform the public as best as possible about a total, partial or premature closing of the precinct complex and/or exhibitions organised by The Lighthouse Toowoomba. Furthermore, The Lighthouse Toowoomba shall inform the public about hindrances caused by maintenance work, rebuilding or the arranging/rearranging of areas. The visitor can never derive a claim for compensation from this.

5.2 The Lighthouse Toowoomba shall endeavour to make a visit as pleasant as possible. The Lighthouse Toowoomba, however, cannot provide any guarantees in this regard. In particular, it cannot guarantee that the precinct complex will be completely accessible at all times.

5.3 A visitor can submit complaints and suggestions for improvement(s) in writing by sending an email to [hello@thelighthousetoowoomba.org](mailto:hello@thelighthousetoowoomba.org)

## 6. Liability in the Precinct

6.1 The Lighthouse Toowoomba accepts liability only insofar as it is stipulated in 6.1. The total liability of The Lighthouse Toowoomba for direct damage is limited to compensation for the maximum price of admission, or in the event that this amount is higher, to the sum paid out to The Lighthouse Toowoomba by its insurance company in this respect.

6.2 Liability of The Lighthouse Toowoomba for indirect damages, including lost profits or salary and consequential damage, is excluded. The Lighthouse Toowoomba assumes no liability to pay damages for incidents not included in this Article, no matter the grounds upon which such an action for compensation is based.

6.3 All personal items remain the responsibility of the visitor and The Lighthouse Toowoomba accepts no liability for loss or damage to goods which the visitor has experienced.

## **7. Force Majeure**

- 7.1** Any foreseeable or unforeseeable circumstance that impedes the performance of the agreement by The Lighthouse Toowoomba, whether permanently or temporarily, in such a way as to make the performance of the agreement impossible or unreasonably difficult constitutes force majeure with respect to The Lighthouse Toowoomba and as such shall mean that The Lighthouse Toowoomba shall not be responsible for any resulting shortcoming.
- 7.2** The said circumstances shall include unexpected circumstances affecting persons and/or services and/or institutions which The Lighthouse Toowoomba makes use of in performing the visitor agreement, as well as everything that constitutes force majeure with respect to the aforesaid, or which shall constitute a suspensive condition, a condition subsequent or an attributable shortcoming on the part of the aforesaid.

## **8. Lost Property**

- 8.1** Lost property found by visitors in the precinct complex should be handed over to the Reception area.
- 8.2** The Lighthouse Toowoomba shall make every effort to determine the rightful owner of the lost property.
- 8.3** The Lighthouse Toowoomba reserves the right to dispose of lost property that is not picked up after three months.

## **9. Other Terms and Conditions**

- 9.1** In the event of a conflict between any provision of these Terms and Conditions and any other contractual provision, these Terms and Conditions shall prevail. In the event that any provision of these Terms and Conditions is declared invalid or is nullified, the other provisions of these Terms and Conditions remain wholly in effect and The Lighthouse Toowoomba shall formulate a new provision to replace the invalidated and/or nullified provision, whereby as best as possible the purpose and tenor of the invalidated and/or nullified provision will be complied with.

## **10. Privacy**

- 10.1** The Lighthouse Toowoomba attaches great importance to the careful handling of personal data. For this reason we take great care in processing and securing personal data.

## **11. Applicable Law**

- 11.1** These Terms and Conditions for Visiting and the agreement between the visitor and The Lighthouse Toowoomba are subject to Australian law.
- 11.2** Any disputes arising between the visitor and The Lighthouse Toowoomba as a result of this agreement shall be decided upon only by a judge having jurisdiction in Toowoomba, Australia.