

MUSEUM TERMS OF ENTRY

1. DEFINITIONS

- 1.1 The following terms have the following meanings:
- (a) **'Museum'** means the Museum of Health located at 1 Hogg Street, Cranley QLD 4350;
 - (b) **'Privacy Policy'** means THF's privacy policy located on its website (<https://www.toowoombahospitalfoundation.org.au/>);
 - (c) **'THF'** means the Toowoomba Hospital Foundation ABN 29 572 118 270;
 - (d) **'Terms of Entry'** means these Museum Terms of Entry; and
 - (e) **'You'** means the person, organisation, corporation or other legal entity visiting the Museum.

2. TERMS OF ENTRY

- 2.1 These Terms of Entry apply as a contract between You and THF, governing Your visit to the Museum.
- 2.2 You are taken to have accepted and You are immediately bound by these Terms of Entry at the time that You enter the Museum.
- 2.3 By entering and using the Museum, You agree to comply with these Terms of Entry. THF reserves the right to refuse entry or exclude or request the removal of You and any visitor who fails to comply with these Terms of Entry.
- 2.4 You agree that entry into the Museum is at your own risk and you acknowledge, to the extent possible at law, THF will not be liable for any loss, damage, harm or injury arising from your entry to the Museum. Further, you agree that you must:
- (a) comply with all safety signage and directions including all emergency or evacuation directions issued by THF or its staff or volunteers;
 - (b) comply with all direction given by THF staff, volunteers, contractors or representatives;
 - (c) supervise children and minors at all time;
 - (d) avoid conduct that is disruptive, unsafe, unlawful, offensive or damaging;
 - (e) behave respectfully towards staff, volunteers, contractors and other visitors;
 - (f) not bring animals onto the Museum premises other than assistance animals; and
 - (g) not use the Museum for commercial purposes without approval from THF (such approval to be withheld in its absolute discretion).
- 2.5 You acknowledge that your belongings may be subject to bag inspection or screening. THF may refuse entry to any person who declines a security inspection or who attempts to bring in any dangerous or prohibited goods.

3. LOSS/DAMAGES

- 3.1 No employee, agent or contractor of THF has authority to accept any goods for safe custody and THF will not be liable in any case for loss of or damage to any article alleged to have been left by You with us or any employee, agent or contractor for safe custody regardless of how that loss or damage is caused.
- 3.2 THF is not liable for the loss of or any damage to You or any of your property, contents, accessories, or articles left in the Museum, except where it has been caused by THF's negligence or wilful misconduct.
- 3.3 You may be responsible for the reasonable cost of repairing or replacing Museum property damaged by your intentional, reckless or negligent act or omission.

- 3.4 These Terms of Entry do not create any tenancy or confer any interest upon You by way of lease, licence, or otherwise in any part of the Museum. You acknowledge that nothing in this Agreement grants You any exclusive possession of any part of the Museum whatsoever.

4. FOOD, DRINK, SMOKING AND ALCOHOL

- 4.1 Food and drink may be consumed only in designated areas.
- 4.2 Food and drink must not be taken into or consumed in galleries or other restricted areas, except:
- (a) securely contained water where expressly permitted;
 - (b) food or drink reasonably required for medical reasons; or
 - (c) infant food or feeding, subject to reasonable collection-protection and safety arrangements.
- 4.3 You acknowledge that smoking and vaping is prohibited in the Museum and anywhere on the Baillie Henderson Hospital or Toowoomba Base Hospital campus.
- 4.4 Visitors must not bring alcohol onto the Premises unless expressly authorised, with THF being entitled to withhold any such consent in their absolute discretion.

5. PRIVACY AND DATA PROTECTION

- 5.1 CCTV or other surveillance systems may operate within the Museum for safety and security purposes.
- 5.2 You may take photographs or videos for personal, non-commercial use unless signage or Museum directions state otherwise.
- 5.3 Collection and use of Your personal information is governed by THF's Privacy Policy and You acknowledge that You have read and understood this.
- 5.4 You consent to THF collecting Your personal information, including video and still footage taken of You during the Event and the publishing of limited personal information on leaderboards and prize winners' details on a public domain during and following the Event.
- 5.5 You consent to Your personal information being shared with third parties, in accordance with THF's Privacy Policy.

6. TICKETED EXHIBITIONS

- 6.1 You must have a valid ticket or pass to enter into any ticketed exhibitions or events at the Museum. Separate Terms and Conditions will apply to these events and exhibitions at the time of purchase.
- 6.2 Tickets are valid only for the date, time, event, exhibition and ticket category stated on the ticket. Visitors may be required to provide reasonable proof of age, concession entitlement, membership or identity.
- 6.3 Admission does not guarantee that every object, exhibit, gallery, facility or activity will be available during a visit.

7. ACCESSIBILITY

- 7.1 The Museum aims to provide an inclusive and accessible visitor experience.
- 7.2 Visitors who require an accessibility adjustment or assistance should contact THF or speak with Museum staff on arrival.

8. GENERAL

- 8.1 These Terms of Entry will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these

Terms of Entry and neither party will have, nor represent that it has, any authority to make any commitments on the other party's behalf.

- 8.2 These Terms of Entry will be governed by and construed in accordance with the laws of Queensland and the parties submit to the exclusive jurisdiction of Queensland courts and any courts which have jurisdiction to hear appeals from any of those courts.
- 8.3 A party waives a right under these Terms of Entry only if it does so in writing. THF does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Terms of Entry does not operate as a waiver of another breach of the same term or any other term.
- 8.4 If a provision in these Terms of Entry is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Terms of Entry. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.