

The Palm Picnic Co
Terms and Conditions | Paint & Sip Packages

These Terms and Conditions (“Terms”) govern all Paint & Sip bookings made with The Palm Picnic Co (“we”, “our”, “us”). By confirming a booking, making any payment, or otherwise engaging our services, the client (“you”, “your”) agrees to be bound by these Terms. These Terms are legally binding and enforceable in their entirety.

1. Bookings and Payments

All bookings must be confirmed in writing and are only secured once payment has been received in accordance with these Terms. Until such time, we reserve the right to accept alternative bookings for the proposed date.

Where a booking is made more than twenty-nine (29) days before the event, a non-refundable deposit of fifty percent (50%) of the total invoice must be paid within seven (7) days to secure the booking. The remaining balance must be paid in full no later than fourteen (14) days prior to the event date.

For bookings made between fourteen (14) and twenty-eight (28) days prior to the event, full payment is required within seven (7) days of the invoice date.

For bookings made between six (6) and thirteen (13) days prior to the event, full payment is required within twenty-four (24) hours of the invoice date.

For bookings made five (5) days or less prior to the event, full payment is required immediately.

It is the client’s sole responsibility to ensure that all payments are made on time. The Palm Picnic Co does not issue payment reminders. Late payments will incur a fee of five dollars (\$5) per day, charged from the day after the due date. If full payment has not been received by the required deadline, we are under no obligation to set up or provide any services or equipment for the event. In such cases, the booking may be treated as cancelled, and any monies paid will be forfeited.

Surcharges may apply for bookings falling on public holidays or significant dates, at our discretion.

Payments can be made via direct bank transfer, with bank details provided on your invoice. A payment receipt is required.

2. Security Bond

All Paint & Sip packages require a refundable security bond of two hundred dollars (\$200), payable in addition to the booking fee. The bond will be refunded within seven (7) business days after the event provided that all hired items are returned in good condition, clean, and undamaged.

If damages, loss, soiling, or breaches of these Terms exceed the bond amount, the client agrees to pay all additional charges within three (3) days of notification. Failure to pay may result in legal or debt recovery action, with all associated costs recoverable from the client.

3. Hire Period

Paint & Sip packages include a maximum hire time of three (3) hours unless otherwise agreed in writing prior to the event. Extensions are subject to prior approval and additional charges. Late extensions or overruns will not be accommodated without agreement, and additional fees will be charged at our discretion.

4. Overnight Hire

Overnight hire is only permitted for events held in a private residential property or an enclosed private venue. An additional overnight hire fee of ninety dollars (\$90) applies. Items must be stored securely, cleanly, and indoors for the duration of the hire.

Failure to store equipment appropriately will result in forfeiture of the bond and additional charges for cleaning, repair, or replacement. Overnight hire is not available for more than twenty-four (24) hours.

5. Cancellations, Rescheduling and Refunds

All cancellations must be provided in writing. Where a cancellation is received more than twenty-eight (28) days prior to the event, the client will be refunded any amounts paid, excluding the non-refundable deposit. Cancellations made between twenty-seven (27) and fourteen (14) days prior to the event will receive a fifty percent (50%) refund, excluding the deposit. No refunds or rescheduling will be provided for cancellations received less than fourteen (14) days prior to the event.

At our sole discretion, rescheduling may be permitted for cancellations within fourteen (14) days, subject to availability, provided the rescheduled date occurs within six (6) months of the original booking. A rescheduling fee will apply. Under no circumstances will deposits be refunded.

If the number of guests decreases, we require 14 days' notice for a refund of the difference. No refunds will be provided for notice given later than this.

6. Client Responsibilities

The client is solely responsible for the hired items from the time of delivery until the time of collection. The client assumes full liability for the care, security, and appropriate use of the equipment. All hired items must remain attended at all times. Should items be left unattended and subsequently stolen, damaged, or otherwise compromised, the client will be held fully responsible for the full replacement cost at our discretion.

The client is responsible for obtaining all permits, permissions, or approvals required to use public spaces, and for covering any associated costs. The client must ensure suitable parking and access for

delivery and collection, within twenty (20) metres of the setup site. Once a picnic has been set up, it cannot be moved under any circumstances.

The Palm Picnic Co accepts no responsibility for injury, loss, or damage to persons or property arising from the use of hired equipment or from the chosen event location. The client accepts all risk associated with the use of hired equipment.

7. Weather Policy

The client acknowledges that outdoor events are subject to weather conditions beyond the control of The Palm Picnic Co. It is the client's responsibility to arrange a suitable indoor or alternative backup location. A minimum of fourteen (14) days' notice is required for a date change, and a minimum of forty-eight (48) hours' notice is required for a change of location. Additional fees will apply if the event location is changed.

We will not set up or pack up in rain, high winds, storms, wet or muddy ground, or any unsafe weather conditions under any circumstances. If weather conditions on the day of the event are, in our judgment, unsafe or unsuitable, we reserve the right to refuse setup. In such cases, no refund will be provided. If no suitable backup venue has been arranged by the client, the booking will be forfeited. No refund or compensation will be provided for unused hire items or cancellations due to weather.

8. Delivery and Collection

The event will commence at the scheduled time regardless of guest lateness. At least one responsible adult must be present ten (10) minutes prior to the agreed setup time. Guests must vacate the premises prior to collection. Clients and guests are not permitted to assist with the setup or pack-down of equipment due to safety and insurance restrictions.

Additional charges will apply if access is impeded, if delivery or collection occurs outside business hours, if items must be transported via stairs, escalators, or steep grounds, if the client is unavailable at the agreed time, or if paid parking is required.

9. Alcohol

The client is responsible for compliance with all relevant liquor licensing laws and venue restrictions. The Palm Picnic Co accepts no liability for breaches of the law, misconduct, or incidents arising from alcohol consumption at events.

10. Paint, Damage and Cleaning

Guests must handle paints and equipment responsibly. We are not responsible for paint on guests' clothing, property, or other materials.

If paint dirties, damages, or stains any equipment supplied by us, the client will be charged the full replacement cost. Additional charges apply for soiling, misuse, or unreturned items. Payment must be made within three (3) days of notification.

Shoes are not permitted on rugs, throws, or cushions. Smoking, red wine, and open flames are strictly prohibited. Supplied candles are decorative only and must not be lit.

11. Termination and Refusal

We reserve the right to refuse, cancel, or terminate a booking at our absolute discretion where payments are not received, false information is provided, unsafe or unsuitable conditions exist, or these Terms are breached. No refunds will be issued in such circumstances.

12. Force Majeure

The Palm Picnic Co shall not be held liable or responsible for any failure or delay in performance arising from causes beyond our reasonable control, including but not limited to natural disasters, fire, flood, storms, extreme weather, government restrictions, pandemics, strikes, power outages, transportation disruptions, or any other event beyond our control. In such circumstances, we may cancel or reschedule the event at our discretion without liability, refund, or compensation.

13. Liability, Release and Indemnity

The client acknowledges and accepts that participation in events and the use of hired equipment involves inherent risks. The client agrees to release, indemnify, and hold harmless The Palm Picnic Co, its employees, contractors, and representatives from any liability, claims, damages, costs, or losses arising from injury, illness, property damage, theft, or other consequences arising from or in connection with the event.

14. Variations

We reserve the right to substitute items of equal or greater value where specific items are unavailable. We may update or amend these Terms at any time without notice, and the most updated version in effect will apply.

15. Acceptance

By confirming a booking, paying a deposit or invoice, or otherwise engaging our services, the client acknowledges that they have read, understood, and unconditionally accepted these Terms and Conditions in full.