

## **Terms and Conditions**

### **Paint & Sip**

The following Terms and Conditions are to be read and understood prior to booking confirmation. By confirming your booking with The Palm Picnic Co, via return email or payment, you are accepting these Terms and Conditions.

### **Bookings & Payment**

To make a booking with The Palm Picnic Co, please email us, DM us on our social media, or use our website and allow us to reply with a quote or confirmation.

#### **Booking Policies:**

1. Events Booked 29 Days or More Before the Invoice Date:
  - A 50% non-refundable deposit is required within 7 days to secure your date and add-ons.
  - Full payment is due 14 days prior to your event. No reminders will be sent.
2. Events Booked 28 Days or Fewer Before the Invoice Date:
  - Full payment is due within 7 days of the invoice being sent.
3. Events Booked Within 14 Days or Fewer Before the Invoice Date:
  - Full payment is due within 24 hours.
4. Events Booked Within 5 Days:
  - Payment is required immediately.

A late fee of \$5 per day will be incurred if payment is not made by the due date. Until payment is received in The Palm Picnic Co's bank account, your date and event items cannot be confirmed. The Palm Picnic Co reserves the right to offer the proposed date to other customers until payment has been made.

#### **Surcharges:**

Surcharges may apply on public holidays and special events, including but not limited to New Year's Eve, New Year's Day, Easter Weekend, ANZAC Day, Christmas Eve, Christmas Day, and Boxing Day Weekend. These surcharges are at the discretion of The Palm Picnic Co

#### **Payment Methods:**

The Palm Picnic Co accepts payments via direct bank transfer. Bank account details are provided on your invoice. A receipt of payment is required.

#### **Guest Count Adjustments:**

If the number of guests decreases, we require 14 days' notice to refund the difference. Notice given later than this will not result in a refund.

#### **Security Bonds**

A security bond of \$200 will be added to the balance of the invoice for all paint & sip packages. The bond will be refunded in full within 7 days of your event if no breakages, loss, or damage to hire items have occurred. Hire items must be returned in the condition in which you received them. The Palm Picnic Co reserves the right to retain all or part of the security bond if any terms and conditions are breached. If payment for repairs, extra delivery fees, carting fees, etc., exceeds the \$200 bond, additional payment will be required within 3 days of the event date. Late fees apply at the discretion of The Palm Picnic Co. If extra payment has not been made within 7 days of the event, we reserve the right to take legal action. All costs will be charged at The Palm Picnic Co's discretion.

### **Length of Hire**

Paint & sip prices include a maximum hire time of 3 hours. If more time is required, please contact us prior to the invoice being sent. Extra fees will apply.

### **Overnight Hires**

Overnight hires are allowed only for events held in your residential home or a private function room that you have access to the next day. This will incur an extra fee of \$90. We do not pack up picnics past 5pm. If your event exceeds 5pm in a residential home, you will be required to pay an overnight hire fee. You must be present for us to pack up the picnic. All items need to be kept inside after your event finishes and hygienically cleaned. Paint & sip packages and/or items cannot be hired for over 24 hours. All hire items must be stored in a safe, secure, clean, dry, and undercover space. Failure to do so will result in the loss of your security bond and additional charges for repair/replacement of hire items.

### **Cancellation Policy**

All cancellations must be made in writing.

- More than 14 days prior to the event: Full refund excluding the non-refundable deposit.
- Less than 14 days prior to the event: 50% refund excluding the non-refundable deposit.
- Less than 7 days prior to the event: No refunds but rescheduling within six months is possible based on availability. If no date is available within six months, the event will be cancelled with no refund.

### **COVID Cancellation Policy**

Our COVID cancellation policy follows the same terms as our general cancellation policy. No refunds for cancellations made less than 7 days before the event date, but rescheduling within six months is possible based on availability.

## **Your Responsibilities**

The individual making the booking is fully responsible for the hired equipment from the time of delivery until it is collected by The Palm Picnic Co. We take no responsibility for any injury caused by our equipment, surrounding equipment, or the area. Items must not be left unattended. Early collection can be arranged if the event finishes early but is not guaranteed. If items are stolen while unattended, you must pay the full recommended retail price. Permission must be obtained to set up the event in the chosen location, and any associated fees must be paid. A car park must be available within 20 meters of the event place, or extra charges will apply.

## **Location**

There is no guarantee that the booking will occur in the exact location requested. All picnics must be set up within 20 meters of available parking, or extra charges will apply. Once set up, the event cannot be moved without The Palm Picnic Co's permission. We are not responsible for other events or individuals in public spaces. For beach events, an accessible ramp within 20 meters of the event setup and available parking within 20 meters of the ramp are required.

## **Available Parking**

Please ensure that parking is available within 20 meters of your event for up to 4 vehicles. If parking is not available, the location of your event will need to be changed immediately, and extra costs will apply. Public spaces typically have limited parking, especially on weekends and public holidays.

## **Bad Weather**

We recommend having a backup location indoors due to the unpredictability of weather. The Palm Picnic Co requires 48 hours' notice for a change of location, and additional delivery fees may apply if the new location is further than the original location. A minimum of 7 days' notice is required to change the event date due to bad weather. We do not set up events in the rain or on wet/muddy ground. In case of wet weather, all hire items must be moved undercover. Furniture, cushions, rugs, and floor coverings should not be used on wet, damp, or muddy ground. Unused hire items will not be refunded.

## **Delivery & Collection**

Events start at the scheduled start time, regardless of any delays on your part. Please communicate with The Palm Picnic Co prior to your start time if you will be late. At least one guest must arrive 10 minutes before the start time. Delivery and collection fees vary based on the event location and accessibility. For a quote, please contact us with your event details.

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We do not allow DIY pickups and returns for paint & sip packages. The quoted delivery fee assumes free, uninterrupted access to the event site.

### Extra Charges Apply If:

- Hire items need to pass by stairs, escalators, or steep grounds.
- You are not available to receive/return items at the scheduled delivery/collection time.
- Parking is not free for setup or collection.
- Delivery or collection is made outside of normal business hours (before 9am and after 6pm).

If The Palm Picnic Co receives a fine due to the hirer's instructions, the hirer will be responsible for paying the fine.

## Alcohol

The Palm Picnic Co is not responsible for the hirer's alcohol consumption. By booking a service with us, you agree to abide by the Liquor Control Reform Act 1998, which prohibits selling alcohol to or obtaining alcohol on behalf of persons under 18 years. You are responsible for checking alcohol consumption laws for any venue or public space used.

## Paint on Items

All guests must handle paint and dirty items responsibly. The Palm Picnic Co is not responsible for paint or other items dirtying guests' clothing or other materials. If paint dirties any of The Palm Picnic Co's items, the hirer is responsible for paying the full RRP for all affected items.

## Loss or Damage

No shoes are allowed on mats, throws, rugs, and cushions at any time. You must notify The Palm Picnic Co as soon as possible if any hire items are lost, damaged, or stolen.

- If hire items are returned unclean, you are responsible for the full cost of returning the items to a clean condition.
- If hire items are returned damaged but repairable, you will be responsible for the cost of repairs.
- If hire items are returned damaged beyond repair, you are responsible for the full replacement cost.
- Lost or stolen items will be charged at full replacement cost.

All damaged items must be returned to The Palm Picnic Co, or they will be classified as missing items and charged full replacement cost. Payment for broken, soiled, or missing items must be made within 3 days of issue, and late fees (\$5 per day) will apply if overdue. The replacement cost will be charged at The Palm Picnic Co's discretion. Under no circumstances should candles be lit around the event. Our candles are for decorative purposes only. If any

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individual lights our candles, you will be required to pay for replacement candles and any cleaning fees for wax on items. Smoking is prohibited on and around any of our items.

### **Termination & Hire Refusal**

The Palm Picnic Co reserves the right to refuse or terminate any booking deemed unsuitable or where false or misleading information has been provided. We reserve the right to refuse or terminate any booking at our absolute discretion.

### **Product Availability**

The Palm Picnic Co will make every effort to provide accurate information on our products. However, we reserve the right to alter, vary, or substitute any item(s) without notice.

### **Release & Indemnity**

The hirer releases The Palm Picnic Co and agrees to indemnify and hold harmless The Palm Picnic Co, its employees, and agents in respect of any third-party claims, suits, actions, proceedings, demands, expenses, and costs for damage or injury to a person, property, animal, or things arising from the use of any items hired, the hirer's breach of these Terms, or The Palm Picnic Co's enforcement of any of its rights under these Terms.

### **Other**

The Palm Picnic Co reserves the right, at our sole discretion, to modify, add, or remove any part of these Terms and Conditions without notice. Any changes shall be effective immediately. The Palm Picnic Co's decision is final in all matters relating to these Terms and Conditions of hire. The hirer unconditionally accepts the above Terms and Conditions and acknowledges that acceptance is confirmed once payment has been made.