

The Palm Picnic Co

Terms and Conditions

Item Hire



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

If your event is booked 29 days or earlier than your invoice being sent:

A 50% non-refundable deposit is to be made to secure your picnic date and add ons within 7 days. We require full payment with 14 (fourteen) days of your event. Late fees apply starting at \$5 per day. We do not send reminders when payment is due.

Until deposit has been made, The Palm Picnic Co reserves the right to communicate to other customers for the proposed date.

If your event is booked 28 days or later than your invoice being sent:

We require full payment to be made within 7 days of the invoice being sent.

If your event is booked within 14 days or later than your invoice being sent:

We require payment within 24 hours.

A late fee of \$5 per day will incur if not paid by the due date.

Until payment is received in The Palm Picnic Co's bank account, we cannot confirm your date, event items etc. The Palm Picnic Co reserves the right to communicate to other customers for the proposed date until payment has been made

Surcharges are added to your total event balance on public holidays and special events including, but not limited to New Years Eve, New Years Day, Easter Weekend, Australia Day, ANZAC Day, Christmas Eve, Christmas Day and boxing day weekend.

Surcharges are at the discretion of The Palm Picnic Co

The individual making the booking has full responsibility of hired equipment.

Once payment has been finalised, we are unable to make any changes to your event. If more payment is required, a separate invoice will be made.

The Palm Picnic Co accepts payments via bank transfer. Bank account details are provided on your invoice. We require a receipt of payment.

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

Item Return

All items must be returned within 24 hours of the proposed pick-up time. There will be a late fee taken out of your bond for every half hour that it is not returned. There will be no exceptions made on the basis of traffic etc. If you require extra time for your hire, please ensure you have stated this *prior* to an invoice being sent out.

If we are requested to pick up items, all hire items must be packed up and stored in a secure and easily accessible location ready for collection at the scheduled collection time. You must ensure that all items are re-packed back into their original boxes, containers or packaging

that they were delivered in. Late fees will occur if items are not ready for collection on the specified time.

Cleaning

All hire items must be returned in the original condition they were delivered in. This includes:

- All glassware and tableware are washed, dried, and repackaged.
- Any spills have been cleaned/wiped
- All items are re-packed back into their original boxes, containers or packaging that they were delivered in.

No items should have direct contact with the ground, including rugs. We require you to supply a tarp to ensure the rugs stay clean.

Any items returned unclean will be cleaned and an invoice will be issued to you for the cost of cleaning.

If hire items cannot be cleaned, you will be charged the full replacement cost.

No shoes are allowed on our mats, throws, and cushions at any time.

Security Bonds

A security bond of \$150 will be added to the balance of the invoice. The bond will be refunded in full within 7 days of your event if no breakages, loss or damage to hire items has occurred. Hire items must be returned in the condition you received them in. The Palm Picnic Co reserves the right to obtain the full (or part of) the security bond if *any* of the terms and conditions are breached. If payment (to fix breakages, extra delivery fee, carting fee etc.) is more than the \$150 bond, extra 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.

Minimum hire order

We have a minimum hire order of \$100*. Additional delivery and collection fees are not included.

*The only exception to this is if you want to hire the donut wall or lace tepee individually.

Set-up and pack-up of items

We do not set-up or pack-up hire items. However, this can be arranged prior to an invoice being sent. These fees will be based on the time, the amount of people required to set-up/pack-up and the location.

Cancellation Policy

All cancellations must be made in writing.

For cancellations made **more than 14 days prior to the original hire date**, a full refund, excluding non-refundable deposit for the items will be given.

For cancellations made **less than 14 days before the original hire date**, only 50% of the event cost will be refunded, excluding the non-refundable deposit for the items will be given.

For cancellations made **less than 7 days of the original hire date**, we do not offer refunds but can reschedule if there is an available date within *three months* of your original event date. If there is no available date within three months of your original event date, the event will be cancelled with no refund.

COVID Cancellation Policy

We understand that during these uncertain times, COVID can have impacts on events. We can never guarantee an event is to go ahead during these times in the case of a state-wide lockdown. Our COVID cancellation policy will follow the same cancellation policy as stated above. We cannot refund items for cancellations made **less than 7 days of the original event date** but can reschedule for an available date within three months of the original event date.

Your Responsibilities

All items hired by you are your full responsibility from the time of delivery until hire items are collected by The Palm Picnic Co. We take no responsibility of any injury that may have been caused by our equipment, surrounding equipment or the area.

If any items are stolen, you are required to pay the full recommended retail price of all stolen goods.

The Palm Picnic Co is not responsible for any damages that may have been caused by staff or our equipment. This includes in residential homes, public spaces, event halls and any other location where your event is held. Any damages will be taken out of the \$150 security bond. If the damages exceed the security bond, you will be required to pay the excess.

It is your responsibility to obtain permission to set up any items in the Hirer's chosen location. If the location is a public space, the Hirer must pay any associated fees required to use the area.

All items/goods hired remain the sole property of The Palm Picnic Co This is a hiring agreement only.

You agree not to reproduce, distribute, sell, publish or circulate any such material without the express prior written consent of The Palm Picnic Co

Hire items are used and may not be in perfect condition.

Hire items are thoroughly checked, counted, and cleaned prior to delivery. It is your responsibility to check all hire items upon delivery. Any discrepancies or dissatisfaction must be brought to our attention within 1 hour of delivery.

You must ensure that all hire items are stored before and after your event in a safe, secure, clean, dry and undercover space. Failure to do so will result in the loss of your security bond and any additional charges to repair/replace hire items.

Location

All items are to be collected and dropped off from Seaton (5023) South Australia.

If you require items to be delivered and/ or collected from you, additional charges will apply depending on the location, number of items hired, scheduled delivery/ collection times and accessibility of location. These prices are at the discretion of The Palm Picnic Co and are quite per unique booking.

The quoted delivery fee is based on free, uninterrupted access to the event site. We cannot meet the needs of all locations.

Extra charges will also apply if:

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

The Palm Picnic Co cannot control what occurs within a public space. We are not responsible for other events and/ or individuals within public spaces. If you feel as though this may be an issue for you and your event, we encourage you to choose a private area for your event, such as your home.

Bad Weather

We understand that weather is out of our control, hence, we recommend having a backup location indoors. The Palm Picnic Co requires 48 hours' notice for a change of location.

Additional delivery fees may occur if location is further than the original location. We require minimum 7 days' notice if the picnic date has to be changed due to bad weather.

We strongly recommend having a backup location/ plan in the event of bad weather as we do not allow our items to be in the rain or on wet/muddy ground.

In the event of wet weather, all our hire items must be moved undercover. Hire items are not to be used or left outside in the rain or overnight.

Furniture, cushions, rugs and all other floor coverings should never be used on wet, damp or muddy ground.

Hire items that are unused due to weather will not be refunded.

Delivery & Collection

Events start at the start time decided prior to your event, regardless if you are late. This does not apply if the event set up was late on our behalf. Please communicate with The Palm Picnic Co prior to your start time if you will be late.

The delivery and collection fee will vary depending on event location and accessibility of location. For a quote on delivery and collection, please contact us with your event details.

The quoted delivery fee is based on free, uninterrupted access to the event site. We cannot meet the needs of all locations. Set up cannot be further than 20 meters from an available carpark or extra charges will apply.

Extra charges will also apply if:

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

In the event that The Palm Picnic Co is issued with a fine due to the instructions of the hirer, the fine will be paid by the hirer.

Alcohol

The Palm Picnic Co is not responsible for the hirer's alcohol consumption. In booking a service with us, you are abiding by the Liquor Control Reform Act 1998 – where you agree that it is against the law to sell alcohol to, or obtain alcohol on behalf of, a person under the age of 18 years. You are responsible to check alcohol consumption laws of any venue or public space being used.

Loss or Damage

If any hire items are lost, damaged or stolen, you must notify The Palm Picnic Co as soon as possible.

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

The replacement cost will be charged at The Palm Picnic Co's discretion.

All damaged items must be returned to The Palm Picnic Co otherwise they will be classified as missing items and will be charged full replacement cost.

If anything is broken, soiled or missing, payment is required to replace these items. This fee must be paid 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 our candles (or your own candles) be lit around any item. Our candles are for decorative purposes only. If any individual lights our candles, you will be required to pay for replacement candles, as well as the cleaning fee for any wax on any items.

Smoking is prohibited on and around any of our items.

Red wine 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 that is deemed to be unsuitable for the premises, or where false or misleading information has been provided.

The Palm Picnic Co reserves the right to refuse or terminate any booking at its absolute discretion.

Product Availability

The Palm Picnic Co will make every effort to be as thorough as possible when providing information on our products; however, we reserve the right to alter, vary or substitute any item(s) without notice.

Release & Indemnity

The hirer hereby releases The Palm Picnic Co, and agrees to indemnify and forever hold harmless The Palm Picnic Co, its employees and agents in respect of any third party claims, suits, action, proceedings, demands, expenses and costs for damage or injury to a person, property, animal or things whatsoever 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 to you. Any changes to our Terms and Conditions 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 hereby unconditionally accepts the above Terms and Conditions and acknowledges that the acceptance is a conditional procedure that is fully understood and confirmed by the hirer once payment has been made.