

Terms and Conditions

Item Hire

1. Overview

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

2. Bookings & Payment

2.1 If Your Event is Booked 29 Days or Earlier Before the Invoice Date:

- A 50% non-refundable deposit is required within 7 days to secure your picnic date and add-ons.
- Full payment is due 14 days before your event. Late fees of \$5 per day apply.
- No payment reminders will be sent.
- Until the deposit is received, The Palm Picnic Co reserves the right to offer the proposed date to other customers.

2.2 If Your Event is Booked 28 Days or Later Before the Invoice Date:

- Full payment is required within 7 days of the invoice date.

2.3 If Your Event is Booked Within 14 Days of the Invoice Date:

- Full payment is required within 24 hours.
- A late fee of \$5 per day will apply if not paid by the due date.
- The Palm Picnic Co reserves the right to offer the proposed date to other customers until payment is received.

2.4 Surcharges:

- Public holidays and special events, including New Year's Eve, New Year's Day, Easter Weekend, Australia Day, ANZAC Day, Christmas Eve, Christmas Day, and Boxing Day weekend, may incur surcharges.
- Surcharges are at the discretion of The Palm Picnic Co

2.5 Responsibility:

- The individual making the booking is responsible for all hired equipment.
- Once payment is finalised, no changes can be made to your event. Additional payments will require a separate invoice.

2.6 Payments:

- The Palm Picnic Co accepts payments via bank transfer, with bank details provided on the invoice. A payment receipt is required.
- If the number of guests decreases, a 14-day notice is required for a refund of the difference. No refund will be given for notice later than this.

3. Item Return

3.1 Return Timeline:

- All items must be returned within 24 hours of the proposed pick-up time. Late fees will be deducted from your bond for every half hour delay.

3.2 Collection by The Palm Picnic Co:

- If we are requested to pick up items, they must be packed and stored in a secure, accessible location, ready for collection at the scheduled time.

3.3 Cleaning:

- All hire items must be returned in their original condition:
 - Glassware and tableware must be washed, dried, and repackaged.
 - Spills must be cleaned.
 - All items should be repacked in their original boxes or containers.
- No items should have direct contact with the ground, including rugs. A tarp must be supplied to keep rugs clean.
- An invoice will be issued for the cost of cleaning unclean items. Full replacement costs will apply if items cannot be cleaned.
- No shoes are allowed on mats, throws, rugs, and cushions.

4. Security Bonds

- A security bond of \$150 will be added to the invoice balance.
- The bond will be refunded within 7 days of your event if no breakages, loss, or damage occurs.
- The Palm Picnic Co reserves the right to retain all or part of the bond for any breach of the terms and conditions.
- If damages exceed the bond, extra payment is required within 3 days of the event date. Late fees apply at The Palm Picnic Co's discretion. Failure to pay within 7 days may result in legal action.

5. Minimum Hire Order

- A minimum hire order of \$100 applies, excluding delivery and collection fees.
- The only exceptions are the donut wall or lace tepee when hired individually.

6. Set-Up and Pack-Up of Items

- Set-up and pack-up services are not included but can be arranged prior to invoicing. Fees depend on time, personnel required, and location.

7. Cancellation Policy

- All cancellations must be in writing.
- For cancellations made more than 14 days before the hire date, a full refund (excluding the non-refundable deposit) will be given.

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- For cancellations made less than 14 days before the hire date, 50% of the event cost (excluding the non-refundable deposit) will be refunded.
- For cancellations made less than 7 days before the hire date, no refund will be given, but rescheduling within three months may be possible, subject to availability.

8. COVID-19 Cancellation Policy

- The COVID-19 cancellation policy follows the same terms as the general cancellation policy. No refund for cancellations made less than 7 days before the event, but rescheduling within three months is allowed.

9. Responsibilities

- Hired items are the hirer's responsibility from delivery until collection by The Palm Picnic Co
- The Palm Picnic Co is not liable for injuries caused by equipment or surrounding areas.
- In case of theft, the hirer must pay the full retail price of stolen goods.
- The hirer is responsible for obtaining permission to set up in the chosen location, including paying any associated fees for public spaces.
- Hire items remain the property of The Palm Picnic Co and must be stored in a safe, secure, clean, dry, and undercover space.

10. Location

- Items are collected and dropped off from Seaton (5023), South Australia. Delivery and collection fees depend on location, number of items, and accessibility.
- Extra charges apply for delivery or collection outside normal business hours, or if items need to pass stairs, escalators, or steep grounds.

11. Bad Weather

- A backup indoor location is recommended in case of bad weather. The Palm Picnic Co requires 48 hours' notice for location changes.
- Additional delivery fees apply for location changes. A minimum of 7 days' notice is required for rescheduling due to weather.
- Hire items must be moved undercover in wet weather and should not be used or left outside in rain or overnight. No refunds for unused items due to weather.

12. Delivery & Collection

- Events start at the scheduled time regardless of the hirer's arrival.
- Delivery and collection fees depend on event location and accessibility. Extra charges apply for stairs, escalators, steep grounds, and non-free parking.

13. Alcohol

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- The Palm Picnic Co is not responsible for alcohol consumption. The hirer must comply with the Liquor Control Reform Act 1998 and ensure alcohol consumption laws are observed at the event venue.

14. Loss or Damage

- The hirer must notify The Palm Picnic Co of any lost, damaged, or stolen items immediately.
- Unclean, damaged, or missing items will incur charges for cleaning, repairs, or replacement. These fees must be paid within 3 days of issue, with late fees applying for overdue payments.
- Candles are for decorative purposes only and should not be lit. Smoking and red wine are prohibited on and around items.

15. Termination & Hire Refusal

- The Palm Picnic Co reserves the right to refuse or terminate bookings at its discretion.

16. Product Availability

- The Palm Picnic Co reserves the right to alter, vary, or substitute any item without notice.

17. Release & Indemnity

- The hirer releases and indemnifies The Palm Picnic Co from any third-party claims, suits, actions, or proceedings arising from the use of hired items or breaches of these Terms.

18. Other

- The Palm Picnic Co reserves the right to modify, add, or remove any part of these Terms and Conditions without notice.
- The Palm Picnic Co's decision is final in all matters relating to these Terms and Conditions.

The hirer unconditionally accepts these Terms and Conditions upon payment.