

A person is painting on a canvas outdoors. They are sitting at a white table, holding a paintbrush and a glass. The canvas is on an easel. There are other canvases and paint bottles in the background. The scene is set outdoors with trees and a building in the background.

Paint & Sip

Terms & Conditions

*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.

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

A 50% non-refundable deposit is to be made to secure your date and add ons within 7 days. We require full payment with 14 (fourteen) days of your event. We do not send reminders when payment is due.

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

We require payment within 24 hours.

**If your proposed date is within 5 days, we require payment immediately.**

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, ANZAC Day, Christmas Eve, Christmas Day and boxing day weekend.

Surcharges are at the discretion of The Palm Picnic Co

The Palm Picnic Co accepts payments via direct 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.

### 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 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 \$200 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.

### Length of Hire

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

### Overnight Hires

If an event is held in your residential home, or a private function room that you have access to the next day, we allow overnight hires of our picnic packages. This will incur an extra fee of \$90. We do not pack up picnics past 5pm. If your event is in a residential home and exceeds 5pm, you will be required to pay an overnight hire fee.

You will need to be present for us to pack up the picnic.

All items need to be kept inside after your event finishes. All items are to be hygienically cleaned.

We do not allow a paint & sip package and/ or items to be hired for over 24 hours.

You must ensure that all hire items stored 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.

### Cancellation Policy

All cancellations must be made in writing.

Catering cannot be refunded as this is organised through a third party catering company.

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

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

For cancellations made **less than 7 days of the original date of the event**, we do not offer refunds but can reschedule if there is an available date within *six months* of your original event date. We cannot reschedule food, so if food is required for the rescheduled event, extra payment is required at the discretion of The Palm Picnic Co

If there is no available date within six 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 an event for cancellations made **less than 7 days of the original event date** but can reschedule for an available date within six months of the original event date.

**This does not include catering. catering cannot be refunded as this is organised through a third party catering company.**

### **Your Responsibilities**

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

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.

**You must not leave items unattended at any time**, if your event finishes early, an early collection can be arranged. We cannot guarantee that we will be able to collect at an earlier time. Please communicate this with The Palm Picnic Co within 1 hour of original collection time. If any items are stolen whilst the event is unattended, you are required to pay the full recommended retail price of all stolen goods.

It is your responsibility to obtain permission to set up an event 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, as well as ensure no other events are occurring.

It is the hirers responsibility to check that there is a **carpark available within 20 meters of their desired event place**. If not notified, The Palm Picnic Co will set up the event in an area within 20 meters of a car park.

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

Items are used and may not be in perfect condition.

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.

### **Location**

For all events, there is no guarantee that the booking will occur in the exact location requested. All picnics *must* be set up within 20 meters from where parking is available or else extra charges will apply.

Once an event is set up it cannot be moved until the end of the hiring period. Do not attempt to move any equipment without The Palm Picnic Co's permission.

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 picnic, such as your home.

For beach events, there needs to be an accessible ramp (not stairs) within 20m of the event set up. There also needs to be available parking within 20m of this ramp.

### **Available Parking**

Please consider that we can have up to 4 vehicles coming to set up/ collect items for your event. If we are unable to find parking within 20 meters of your event for *all* our vehicles arriving on the day of your event, the location of your event will need to be changed immediately. Extra costs will apply in this instance.

Please consider that public spaces usually have limited parking spaces, *especially* on weekends and public holidays.

### **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 event 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 set up our events in the rain or on wet/muddy ground.

In the event of wet weather, all our hire items must be moved undercover.

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

Hire items that are unused 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.

Please have at least one guest arrive 10 minutes prior to the start time of your event.

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. We do not allow DIY pickups and returns for paint & sip packages.

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)

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.

### **Food & Drinks**

Upon booking, we require a list of dietary requirements. We try our best to accommodate; however, this is not always possible. Due to the nature of food on grazing tables and platters being in close proximity to each other, cross contamination of food allergens can occur. Anyone with food allergies *must* refrain from consuming the food and take full responsibility if a reaction occurs by our services.

We advise food to be consumed within 1.5 hours. We are not liable for expired food. The Palm Picnic Co is not liable for any reactions or sickness etc. that occurs by our services. All complaints, whether formal or informal must go directly to the third-party catering company.

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.

### **Paint on items**

All guests are to be responsible when handling paint and dirty items. The Palm Picnic Co is not responsible if paint or other items dirty guests clothing, selves 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* items that have paint on them. There are no exceptions to this.

### **Loss or Damage**

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

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 the event. 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.

### **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.*