

## **MELANIE JANE WEDDINGS AND EVENTS – TERMS AND CONDITIONS - BALLOONS**

### **COVID~19**

We would like you to know, we adhere to Queensland social distancing restrictions and will be operating our business accordingly. For legal reasons and to avoid prosecution we will not facilitate an event or party which is being held outside of the current social distancing rules and restrictions in place.

We have always taken every precaution to ensure our props are thoroughly cleaned, maintained and sanitised BEFORE and AFTER every event.

In light of Covid-19 we want to reassure you that we are taking this epidemic extremely seriously and are being very proactive to prevent the spread throughout our community. We are taking heightened measures to make sure your family and ours are healthy and able to work. From sanitising all our props and equipment with hospital grade sterilisers and constantly washing our hands and using gloves to ensure everyone's safety. We will not work if we are sick or suspect we have been in contact with anyone who could be infected.

As Covid-19 continues to unfold, there is uncertainty as to whether parties will be able to go ahead in certain event spaces, restaurants, play centres and private homes etc. If you have questions about your booking or you want to move the location or postpone the date please reach out to us via email.

We want you to know the following:

- If you have booked an event and need to change it to another date we are happy to work with you and help facilitate this change pending 14 business days notice is given, and consideration to any third party supplied hire items/services T&Cs are also adhered to.
- Deposits already made are non-refundable ~ this has always been our policy.
- If you have ordered helium balloons, balloon garlands and/or balloon installations and we are 30 days out from your event those payments are non-refundable as we have already bought the balloons for you event, however, once again we are happy to reschedule for a later date pending 14 business days notice is given and consideration to any third party supplied hire items/services T&Cs are also adhered to.
- If when you reschedule, we have an event already booked on that date we will give priority to the event already booked, however we will do everything we can to work with you even if it means we set up the day before where possible (some event spaces will not allow us to do this)
- If the location of your event changes the delivery fee could be adjusted to account for extra or less travel time

### **DEFINITIONS**

For the document, the following titles will be defined.

1. The "Owner" refers to Melanie Jane Weddings and Events & MJWED Events & MJWED Blooms

2. The "Hirer" refers to person/s, firm or corporation hiring equipment or appoints services from the Owner. Where the Hirer is more than one person liability shall be joint and several.
3. The "Equipment" means all the equipment and accessories supplied to the Hirer as referred to in the Order. Including all furniture, decor, linen, lighting and associated packaging and storage containers supplied to the Hirer.
4. The "function" means the event and date for which the Equipment is to be hired to the Hirer.
5. The "site" means the place specified in the Order at which the Equipment is to be supplied and used by the Hirer for the function.
6. "services" means any services required to transport and install and remove the Equipment and also the supply of incidental consumable items such as flowers and foliage.
7. These conditions include the Order placed by the Hirer and confirmed by the Owner's invoice in respect of the Equipment.

1. The Owner hires the Equipment to the Hirer for the function and the period specified in the Order for the amount stated in the Order for the hire. The Hirer agrees that all charges for hire loss, hire extension, damage and repair will be paid and that all collection fees, legal fees (on a solicitor and own client basis) or any expenses involved in the collection of these charges will be borne by the Hirer.

2. The Hirer is responsible for the Equipment from the time of delivery to the site until collection by the Owner at the end of the hire period and shall pay for all Equipment damage or lost, however caused during that period. Should any equipment become lost, stolen or damaged when in possession of the Hirer, the Hirer shall immediately notify the Owner.

3. All hire Equipment is quality checked, counted and cleaned prior to being supplied to the function site. The Hirer must inspect the Equipment and notify the Owner of any shortages, damages or dissatisfaction with the Equipment within 3 hours of delivery to the site to enable any replacement or re-supply, otherwise any damage or missing items will be deemed the Hirer's accountability. The Hirer shall protect the Equipment from the elements during the time of delivery, use, storage or waiting period before pick-up.

4. The Hirer agrees to pay for full replacement cost of all equipment which is lost, stolen, destroyed, damaged or not returned to the Owner, including any lost packaging, storage crates, bags or bubble wrap associated with the Equipment.

5. During the period of the hire the Equipment is at the risk of the Hirer and the Hirer shall maintain at its expense liability, property and casualty insurance coverage in amount necessary to fully protect the Owner and its Equipment against all claims, loss or damage of whatever nature or type. The Owner shall not be liable for any loss or damage caused to any person, property, animal or things whatsoever arising from the use of the Equipment hereby hired and the Hirer indemnifies the Owner in respect to any claims for such loss or damage.

6. The Owner's count and/or decision as to condition of the Equipment prior to dispatch to the Hirer and on return to the Owner shall be final.

7. The Hirer shall not remove the Equipment or any part thereof from the site during the period of the hire and the position of its installation without consent from the Owner.

8. The Hirer grants the Owner access at all times to the site to install, inspect or repair the Equipment and in the case of default to remove the Equipment. The Hirer warrants that the site is accessible and suitable for the function and the use of the Equipment.

1. The Owner's identification, including trademarks, service marks, and trade names, may appear on the hired Equipment.
2. In the event of a breakdown or failure of the Equipment, the Hirer shall return the Equipment to the Owners premises forthwith and on no account attempt to repair the Equipment without the prior consent of the Owner.

9. The person placing the Order for and on behalf of the Hirer hereby warrants to the Owner that he or she has the authority of the Hirer to make this agreement on the Hirer's behalf and is empowered by the Hirer to bind the Hirer to this agreements and hereby indemnifies the Owner against all losses and cost incurred by the Owner arising out of the person signing this agreement failing to have such power and/or authority.

#### **HIRER'S LIABILITY FOR EQUIPMENT**

10. The Hirer is liable to the Owner and indemnifies the Owner for all costs and sums arising from loss and damage to the Equipment caused by the negligence, wrongful act, misuse or other default by the Hirer. Such liability includes damage to Equipment arising from:

1. overloading, exceeding rated capacity, misuse, abuse or improper servicing of the equipment;
2. damage, disappearance, stain or loss of the Equipment;
3. the use or operation of Equipment in contravention of any of the conditions of the Agreement;
4. loss of, the Equipment from any unknown cause, or,
5. the conditions or unsuitability of the site for the use of the Equipment or the function.

11. The Hirer acknowledges receipt of adequate instruction on the correct use of the Equipment, which includes demonstration or verbal or written instructions. The Hirer acknowledges that the Owner makes no warranty or representation as to the suitability of the Equipment for any intended purpose and/or the quality of the Equipment or services provided save as expressly included in the Order.

12. The Hirer authorizes the Owner to complete documentation for the purpose of the Hirer making payment through a credit card system extended to the Hirer and accepted by the Owner. The Hirer shall be responsible for the payment of any tax or duty levied on the hire and/or delivery of goods including Government Stamp Duty and GST.

13. The Hirer is financially responsible for charges incurred by extension of the hire period due to the extended use or non-return of the Equipment by the Hirer beyond the period of the hire and shall pay such charges on demand by the Owner.

14. We ask that the Hirer does not clean any of the products as any damage sustained to the products due to cleaning shall be deemed according to the above outline for loss or damaged. Should any facial or cosmetic disfigurement occur during the time in which the product is in possession of the Hirer, the Owner shall judge and charge a damage fee to the Hirer (see point 16).

15. The Hirer agrees to pay any repair costs to damaged equipment. Any damaged Equipment will be decided by the Owner Company if it can be repaired or require replacement. Burns, holes, tears, water damage or other similar damage to Equipment shall be replaced at full retail cost to the Owner by the Hirer.

In the event of damage, all replacement costs paid to the Owner are based on the current pricing and availability of the products on the market. Should no equal product be found by the Owner then, the Hirer shall reimburse the Owner the cost in cash or bank transfer the retail cost of the original purchased. All reimbursements to the Owner from the Hirer shall be paid within 48hrs of the return due date.

### **QUOTES AND ORDERS**

16. The Owner's quotation will be valid for 14 days. The Owner reserves the right to adjust the quotation once the expiry period has been reached. All goods are hired on a first come, first served basis. A quotation is not a guarantee on the availability of items. Only once a deposit is made will your items be guaranteed. It is the Hirer's responsibility to check the accuracy of the information shown on the quotation and Order. Corrections and variations must be notified in writing to the Owner at least 30 days before the function for changes to be given effect.

If items are sub-hired from another supplier on the Hirer's behalf, the Hire is also subject to that supplier's rights.

The availability of balloons for the Hirer's function is quoted in good faith according to their availability. At times the balloons in various sizes and colours may not be available due to delays in shipping and suppliers availability. If the ordered balloon colours are not available a suitable replacement will be used at the discretion of the Owner.

Our minimum hire and/or balloon spend is \$500.

### **PERIOD OF HIRE**

17. All items are hired for the duration of your event unless otherwise negotiated. Hire inventory is not left overnight.

Delivery and collection times are negotiated prior to the event. If an extension of hire is required Melanie Jane Weddings and Events must be notified at the time of booking or additional charges will apply. Collection time on all events is no later than 11pm on the day of the event unless negotiated prior.

If the Owner is not able to gain entry into the function site to collect the Equipment this will be deemed as Equipment not returned by the agreed date following your event and you agree to pay for continued hire fees.

### **DEPOSIT**

18. A booking will be considered tentative, pending receipt of a non refundable 50% deposit of the hire price within five (5) days on receipt of invoice. If the Hirer needs to change the date of the function, Melanie Jane Weddings and Events will attempt to alter the function date subject to availability. If the deposit has already been received, it will be transferred to the new date. All deposits are non-refundable. As all confirmed bookings are secure and hire Equipment removed

from inventory and not able to be supplied to another client once booked, approval for date changes will be subject to the Owners discretion.

## **BOND**

19. A security bond is payable for all hire items the day before your party or event.

The bond amount will vary depending on the Equipment hired and is therefore determined by individual booking requirements. All bonds will be returned within 48 business hours, once all items of Equipment are returned in the same condition as were hired out to the Hirer, counted and checked. Should any equipment be found to be damaged, missing, permanently stained or require replacement, the Client will be invoiced for the full retail cost to replace, repair or clean the item.

Should the invoice for damaged, lost or replacement products be greater than the bond being held by the Owner on the Hirers behalf, the Owner reserves the right to bill the replacement charges to the Hirer.

The amount for the security bond will be confirmed at the time of your booking and will be outlined individually on your invoice.

## **PAYMENT**

20. The Hirer must forward full payment to the Owner fourteen (14) days prior to the date of the function, either by credit card via invoice link or bank transfer. Cheques and cash are not accepted. The Owner reserves the right to cancel the booking if deposits and balances owing are not received within the prescribed times.

## **CANCELLATIONS**

21. If the Hirer cancels the hire, written EMAIL notification is required and fees will apply. The date deemed received shall be accepted on the receiving of the cancellation by email. To minimise any misunderstanding, under no circumstances will a verbal cancellation be accepted.

As all bookings are secure and hire Equipment removed from inventory and not able to be supplied to another client once booked, approval for date changes and/or changes in venue will be subject to the Owners discretion. Deposits are not refundable for any reason.

Should the Hirer wish to cancel this agreement fourteen (14) days or less prior to the function, the Hirer shall forfeit the total 100% cost of the equipment hired and any costs incurred for custom made products plus any fees incurred by Melanie Jane Weddings and Events through outside suppliers of goods. No refund will be given.

Any other cancellation outside of the above agreement shall be at the discretion of the Owner.

Equipment can always be added to your booking, subject to availability. The Hirer agrees to pay for any additional items that may be required or requested between the placing of the Order and the conclusion of the function.

**This cancellation policy is also in place for Corona virus COVID-19 outbreak so please ensure before booking with us that your date and venue have been confirmed before booking with us.**

## **INSURANCE**

22. The Owner maintains insurance over its own equipment and chattels and has the appropriate public and product liability insurance. Should the client bring or supply any of their own items to a function then they will be responsible for their own insurance coverage for such items.

#### **OCCUPATIONAL HEALTH AND SAFETY**

23. The safety of the Hirer and guests and the Owner's employees is of great concern to the Owner. In the event that weather conditions, location or access to the site makes it unsafe to place items, the Owner reserves the right to refuse set up of the Equipment items until the site is made safe. If items cannot be placed or erected at the site due to reasons outlined in this clause, no refund will be issued on the affected items.

#### **GENERAL INFORMATION**

24. The Owner will not accept any responsibility for damage or loss of merchandise left on the premises prior, during or after a function which they have not supplied. Goods left without approval by the Owner will be deemed abandoned. If the Owner is unable to deliver or collect equipment to the site at the arranged times an additional call out fee will apply. The Owner's staff shall be allowed reasonable access to the event location to deliver and collect equipment.

#### **COPYRIGHT**

25. All creative concepts, designs and artwork are deemed intellectual property of the Owner. Any use or replication of aforementioned work would be deemed a breach of the Copyright Laws of Australia. Prior permission to use the Owner's logo must be obtained; all proposed artwork must be authorized.

26. The Hirer consents to allow the Owner all advertising or an artistic showing of any photos given to the Owner or provided publicly on social media.

#### **LIMITATION OF OWNERS LIABILITY**

27. The Owner, its servants and agents, liability (if established) is limited to the value of the hire or the supply of replacement Equipment for the function. The Owner's liability in respect of the supply of services is limited to the value of the services.