



# CELEBRATION SET UPS

Event styling | Prop hire

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## Terms and Conditions

### 1. BOOKINGS AND PAYMENT

A tentative booking will be held for seven days; by then a **20% non-refundable** deposit must be paid to confirm your booking. Full payment must be made 1 month prior to your event date.

Payment is preferred as directed deposit to:

**Account Name: Celebration Set Ups BSB: 062-692 Account No: 7337-2354**

Cash, Cheque, and money order are also accepted. We DO NOT have Eftpos or Credit Card facilities, sorry.

Bank details, deposit due date and balance due date can be located on your invoice.

**Clients should be aware that by making a payment to Celebration Set Ups means that you have entered a contract and are bound by the terms and conditions set out in this document.**

If any last-minute decorations or accessories are needed on the day, the full amount of hired decorations must be paid on the day either by direct deposit or cash on delivery.

### 2. POSTPONING BOOKINGS

In the event of a date change, we will allow your booking to be moved to another desired date within 12 months of your original event date with a full credit note of your event booking amount, valid for 12 months. Please remember that the selection of future dates will be based on our service and products availability so no guarantees can be made. If unavailability of our services and products occurs, payments will not be refunded and our cancellation policy will be enforced according to the amount of time the notice is given.

Notice of your wish to postpone your event must be given no less than 2 weeks prior to your planned event date.

Special circumstances for less notice given will be granted in line with Government announcements and Public health orders (by law) only. It is the responsibility of the client to keep up to date with NSW and local Government area rules and restrictions.

### 3. CANCELLATIONS

The 20% deposit is non-refundable, therefore, if you do cancel the booking at any stage, this amount will not be refunded. If you notify us that your event has been canceled more than 30 days from your event, we will refund payments made less the 20% deposit. If you notify us that your event has been canceled less than 30 days from your event, you will not receive any payment reimbursement. If individual items are canceled or item quantities are reduced please notify us 60 days prior to your event so that your order and invoice can be amended. We will not refund if items are altered, canceled or reduced in quantity if notified within 60 days of your event. Please ensure that you are 100% satisfied with the products and services listed on your invoice when making your deposit to secure your booking.

### 4. WEATHER

The weather can be unpredictable. In the case of rain or wind, Celebration Set Ups reserve the right to withhold any item that may be damaged because of said weather. The customer agrees to allow Celebration Set Ups to make changes in the best interests of the customer following O,H&S Guidelines. It is highly recommended that the customer has a suitable backup plan indoors and this should be communicated to Celebration Set Ups upon placing the booking. Additional travel fees may be incurred if this back up plan is not held in the near vicinity of the original location. No refund will be payable for goods received but not used.

### 5. USE OF HIRE ITEMS

All hired items supplied will remain the property of Celebration Set Ups. The Customer will be responsible for the hired items for the duration of the hire period. The Customer is to maintain the hired items in good condition. The Customer is to maintain the hired items in good working order. Celebration Set Ups makes no representation as to

the suitability of the hired items for a need or purpose - this remains the responsibility of the Customer. All hired items will be transported and stored by the Customer under protection from the weather. Any damage caused by the weather where the Customer was negligent will result in the replacement value of the item being charged to the Customer.

## **6. INDEMNITY**

To the full extent permitted by law the Customer releases, discharges and indemnifies Celebration Set Ups from all claims and demands on them arising out of or consequent on the use or misuse of the hired items during the hire period.

Celebration Set Ups will not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the hired items by the Customer.

Celebration Set Ups takes all measures to ensure decorations are securely attached however we will not be held responsible for any injury or damage caused by any items hired with the hire period.

## **7. DAMAGE OR LOSS**

The Customer must pay for the damage or loss of any hired items under the following circumstances:

- (i) Hired items are lost or stolen;
- (ii) If damage to the hired items is deemed more than normal wear and tear;
- (iii) Where damage is caused by negligence or vandalism;
- (iv) Hired items are damaged or broken.

The Customer must pay the current replacement value cost (RRP) plus freight.

## **8. SECURITY BOND**

Celebration Set Ups reserves the right to request a security bond to cover any hired items. The bond and amount will be determined by individual booking requirements. Any damaged, missing, very unclean items will be charged at full replacement cost and/or cleaning cost will then be deducted from the bond amount.

## **9. DELIVERY AND PICK UP**

Celebration Set Ups may agree to make delivery and collection arrangements to and from the Customer's site and the Customer will pay Celebration Set Ups any charges and expenses incurred in such delivery, installation and/or collection.

Celebration Set Ups will use its best endeavours to deliver the equipment by the agreed time but will not be liable to the Customer for a late delivery, non-delivery or any associated loss or damage due to a late or non-delivery due to an event or circumstances beyond the reasonable control of them, including but not limited to Acts of God, War, Rain, Hail, Wind, Fire, Explosion or motor vehicle accidents.

Waiting time will be charged should Celebration Set Ups not be able to deliver, install or access the site at the agreed time. Waiting time is charged at \$35 per hour per staff member on site.

Delivery- if delivery is attempted at an agreed time and Celebration Set Ups is unable to safely deliver the hired items an additional delivery fee will be charged to reattempt delivery at a later agreed time

Pickup- if access to the hired items is not available on the agreed pickup date an additional pickup fee will be charged to reattempt pickup at a later agreed time. Items should be packed as similarly as possible to the way they were delivered ready for collection.

Unless a setup fee has been charged and agreed upon by the Celebration Set Ups, Celebration Set Ups are not responsible for the setup of hired items.

## **10. CUSTOMER COLLECTIONS**

Celebration Set Ups opening hours are by appointment only. Hired items must be collected and returned from the location given on dates and times pre-arranged with Celebration Set Ups. Please contact us if you are unable to return the hired items at the agreed time. Hired items not returned by the due date will be regarded as stolen. A late fee may be incurred for returns outside the agreed time.

## **11. SITE ACCESS AND APPROVAL**

The Customer is responsible for any approvals required for the installation of hired items. The Customer is responsible for clearing the site and ensuring it is ready for the installation of hired items. Celebration Set Ups reserves the right not to install hired items that may be damaged or cause harm due to the site conditions. The Customer is responsible for providing a sealed access road to the site for vehicles. If no sealed access road is provided the Celebration Set Ups reserves the right to not install the hired items. Prices quoted for delivery and pickup are on street level access. Additional charges will apply for delivery or pickup to higher or lower levels –

please advise prior to booking. Access surcharges apply to locations with any of the following: stairs, lifts, beach and steep ascents or descents. Prices for delivery and pickup assume close access to site (within 5-10m of delivery vehicles' final position) – please advise prior to booking if this is the case. Should the distance be greater than this an additional labour fee will apply. The hirer is responsible for advising if the delivery has any of these conditions.

## **12. CLEANING AND LINEN**

For the safety of our staff & also to adhere to health and hygiene law, all hired items must be rinsed of all food and beverage. Hire of linen and material items includes cost of professional laundering - do not wash items prior to return. Ensure linen and material items are dry, clean from loose food, dust, decorations, glitter/confetti etc. and stored in breathable bags. Linen must not be placed in plastic bags as it may be attacked by mould and will then be chargeable at the full replacement cost. Items which have been permanently stained or damaged may be charged at full replacement cost. This includes but is not limited to stains and damage caused from ink, wet crepe paper, coloured candles and candle wax, vomit, grease marks, mud, and other permanent damage to fabric. Chair sashes must be un-tied before return.

## **13. PHOTOGRAPHY AND VIDEOS**

By agreeing to these Terms and Conditions, the customer authorises Celebration Set Ups to share photos and videos of your event to social media accounts along with the website [www.celebrationsetups.com.au](http://www.celebrationsetups.com.au). Please inform upon booking if you wish this not to occur.

## **14. FORCE MAJEURE**

Celebration Set Ups performance under these Terms and Conditions is subject to acts of god, war, government regulations or actions, terrorism, pandemic (including Covid-19), disaster, civil disorder, strike or other industrial dispute, power outages, curtailment of transport and any other emergency conditions which are beyond Celebration Set Ups reasonable control and which would render the performance of this agreement by Celebration Set Ups impossible or illegal ("Force Majeure event"). If an event cannot take place due to restrictions imposed by public health orders or other similar government directives, the Customer will be entitled to request that the event is moved to a different date (**Please see Clause 2. "POSTPONING BOOKINGS"**). If the customer decides to hold their event during Force Majeure events, they agree to comply with all Government and recommended restrictions. If the Customer decides to cancel their event, **Clause 3.** in this document "**CANCELLATIONS**" will apply.

## **15. PLEASE NOTE:**

While every effort is made to ensure hired items are available for bookings, there may be instances where, due to breakages, double bookings, stock not being returned in satisfactory condition and circumstances beyond Celebration Set Ups control, an alternate item will be offered. Celebration Set Ups will always work with the client to come up with the best possible alternative in these circumstances.

## **16. INTERPRETATION**

'The Customer' means the Person or Person's Company or Corporation to whom the Invoice is addressed

'Hired items' means the items hired by the Customer from the Celebration Set Ups.

