



REFUND POLICY

This Refund Policy forms part of the legally binding hire agreement between The Vibe Vendor ([ABN: 54 827 422 595](#)) ("Owner", "we", "us") and the customer identified in the accompanying Equipment Hire Agreement ("Hirer", "you").

This Refund Policy governs all matters relating to deposits, payments, cancellations, weather-related decisions, forfeitures, refund entitlements, and refund processing timeframes.

This Refund Policy must be read together with, and forms part of, the following documents:

- Terms & Conditions
- Equipment Hire Agreement
- Liability Waiver
- Safety Information & Emergency Protocols Sheet
- Invoice

In the event of any inconsistency between this Refund Policy and any other document forming part of the hire arrangement, the order of precedence set out in the Terms & Conditions applies.

Nothing in this Refund Policy excludes, restricts, or modifies any non-excludable rights or remedies available under the Australian Consumer Law (ACL)

1. DEPOSITS, PAYMENTS, AND SECURITY BONDS

1.1 Deposit

A non-refundable deposit equal to **30% of the subtotal and delivery charges (before discounts)** is required to secure a booking, subject to Australian Consumer Law.

1.2 Final Payment

The remaining balance of the hire fee must be paid in full prior to setup on the hire start date, unless otherwise agreed in writing. Failure to complete payment by the required time may result in cancellation of the booking, forfeiture of the deposit, and refusal of delivery or setup.

1.3 Security Bond

A refundable Security Bond in the amount stated on the Invoice is required. Unless otherwise stated, the Security Bond is calculated as **30% of the equipment hire fee only (Subtotal)**, excluding delivery, discounts, staffing, travel surcharges, and ancillary charges.

The Security Bond:

- Is not a deposit
- Is not part of the hire fee
- Is excluded from all cancellation fee calculations

The Security Bond is held as security for loss, damage, excessive cleaning, late return, or other breach of the hire agreement.

Payment Order

Payments received are applied first to the deposit, then to the remaining hire fee and delivery charges, and lastly to the refundable Security Bond. The Security Bond is only considered paid once the deposit and hire fee have been paid in full.

2. CANCELLATIONS BY THE HIRER

All cancellations must be submitted in writing to admin@thevibevendor.com.au.

Cancellation fees are calculated based on the total hire fee only, excluding the refundable Security Bond.

- More than 48 hours before the hire start time:

Full refund of any balance paid, less the non-refundable deposit.

- 24 to 48 hours before the hire start time (inclusive):

50% of the total hire fee is retained.

- Less than 24 hours before the hire start time:

100% of the total hire fee is retained.

No refunds are provided for cancellations made after delivery, setup, or commencement of the hire period.

3. WEATHER-RELATED CANCELLATIONS (OUTDOOR & INFLATABLE EQUIPMENT)

3.1 Safety Priority

Safety is the Owner's priority. Equipment will not be delivered, set up, or operated where weather or environmental conditions create a safety risk, including but not limited to:

- Wind speeds exceeding manufacturer limits
- Heavy rain, lightning, storms, flooding
- Unsafe or unstable ground conditions

3.2 Hirer-Initiated Weather Cancellations

If the Hirer elects to cancel due to weather concerns:

- More than 48 hours before the hire start time: Standard cancellation terms apply.
- Within 48 hours of the hire start time: The deposit and any amounts paid may be forfeited.

Weather forecasts alone do not guarantee a refund.

3.3 Owner-Initiated Weather Decisions

Where the Owner determines, **acting reasonably and in good faith**, that weather or environmental conditions are unsafe or unsuitable for delivery, setup, or operation of the Equipment:

- a) Delivery, setup, or operation may be refused, delayed, or cancelled; and
- b) The Owner may, **acting reasonably**, offer one of the following outcomes, having regard to safety considerations, prevailing weather conditions, availability, and costs already incurred:
 - i. a refund of any balance paid, excluding the non-refundable deposit; or
 - ii. rescheduling of the booking to an alternative date, subject to availability.

Nothing in this clause requires the Owner to provide a refund where services have been partially performed or costs have been incurred.

4. EQUIPMENT MALFUNCTION OR FAILURE

All equipment is maintained to Australian standards and supplied in working order.

If equipment fails due to a verified mechanical fault not caused by misuse, negligence, power supply issues, or failure to follow instructions, a partial or full refund of the affected item's hire fee may be issued at the Owner's discretion, having regard to severity and duration.

No refund will be issued where failure results from misuse, negligence, unauthorised modification, site power issues, or failure to comply with safety instructions. The Hirer may be liable for repair or replacement costs.

5. EARLY RETURN OR NON-USE

No refunds or credits are provided for:

- Early return of equipment
 - Equipment not used during the hire period
 - Change of mind
 - Minor weather conditions where equipment remains operational
-

6. REFUND PROCESSING

Approved refunds are processed to the original payment method within 5 business days following:

- Conclusion of the hire period; and
 - Final inspection of the equipment.
-

7. DISPUTES

Any refund dispute must be submitted in writing within 48 hours of the hire period concluding, clearly stating the basis of the claim. The Owner will investigate and respond within a reasonable timeframe.

8. AUSTRALIAN CONSUMER LAW

Nothing in this Refund Policy excludes, restricts, or modifies any rights available under Australian Consumer Law. Where permitted, remedies are limited to repair, replacement, resupply, or refund of the affected goods or services.

9. CONTACT DETAILS

The Vibe Vendor
Springfield Lakes QLD 4300
Phone: 0409 841 413
Email: admin@thenvibevendor.com.au

This Refund Policy applies to all bookings made on or after the date it is issued and forms part of the Master Terms & Conditions.