



## **TERMS AND CONDITIONS POLICY**

These Terms and Conditions (the "Terms") constitute a legally binding agreement between The Vibe Vendor (ABN: 54 827 422 595), the "Owner" or "Us", and the undersigned customer, the "Hirer" or "You".

By accepting delivery or possession of the equipment, paying a deposit, or making a booking, You acknowledge that You have read, understood, and agree to be bound by these Terms, the separate Liability Waiver, and the Safety Sheet.

## 1. Equipment, Hire Period, and Payment

### 1. Equipment Description & Condition

- a. The specific items being hired (the "Equipment") are detailed in the accompanying Booking Confirmation/Invoice. You acknowledge that prior to the commencement of the hire period, You have inspected the Equipment and are satisfied with its condition and suitability for Your purposes. Any pre-existing defects have been noted in writing on the inspection report.

### 2. Hire Period

- a. The hire period commences at the agreed time of delivery or pickup and concludes at the agreed time of collection or return. The Owner reserves the right to charge additional fees for late returns.

### 3. Fees and Payment

- a. Total Fees: The total hire fees, including any delivery, installation, or staff service fees, are specified in the Booking Confirmation/Invoice.
- b. Payment Schedule: A deposit of [e.g., 25%] is required to secure the booking. The remaining balance must be paid in full at least [e.g., 7 days] prior to the scheduled event date, or as otherwise agreed in writing.
- c. Security Bond: A refundable security bond of \$[Amount] is required at the time of booking. This bond will be refunded within [e.g., 5] business days after the hire period, provided the equipment is returned clean, undamaged, and on time.
- d. Late Payments: Outstanding balances may incur interest at a rate of 18% per annum, calculated daily.

## **2. Hirer's Obligations and Use of Equipment**

### **1. Responsible Use**

- a. You agree to operate the Equipment safely, strictly in accordance with all applicable laws in Queensland, only for its intended use, and in accordance with all instructions provided by the Owner's staff, the Safety Sheet, and manufacturer guidelines.

### **2. Supervision**

- a. You acknowledge that mandatory adult supervision is required for all inflatable structures at all times they are in use. The supervisor must be a competent person at least 18 years of age and must be actively monitoring the equipment and users.

### **3. Prohibited Actions**

- a. You must not tamper with, damage, attempt to repair, lose possession of the Equipment, or use it in an illegal or dangerous manner. Prohibited items like shoes, food, drinks, 'silly string', or face paint are not allowed on or near the Equipment

### **4. Site and Access**

- a. You are responsible for ensuring the setup location is suitable, clean, and has sufficient space and power supply within 20m of the site. The Owner may refuse setup if the site is unsafe, unhygienic, or inaccessible, potentially forfeiting the booking fee.

### **3. Risk, Liability, and Insurance**

1. Title
  - a. The Owner retains full ownership of the Equipment.
2. Assumption of Risk
  - a. You assume all risks associated with using the Equipment, except for loss due to the Owner's gross negligence or wilful misconduct.
3. Hirer's Liability for Loss or Damage
  - a. You are responsible for any new damage, loss, or misplacement of the Equipment during the hire period, excluding normal wear and tear. You agree to cover repair or replacement costs within 48 hours of the event.
4. Indemnity
  - a. You agree to indemnify the Owner against third-party claims related to the use of the Equipment while it is in Your possession.
5. Insurance
  - a. Holding adequate public liability insurance during the hire period is recommended.

### **4. Australian Consumer Law (ACL)**

1. Consumer Guarantees
  - a. Australian Consumer Law provides guarantees for goods and services. You may be entitled to a replacement, refund, or repair if the Equipment is not of acceptable quality or has a major failure.
2. Limitation of Liability
  - a. The Owner's liability for breaching a consumer guarantee is limited to replacing or repairing the Equipment or services, or paying for the cost of having them supplied again. This does not exclude liability for death or personal injury caused by proven negligence.

## **5. Cancellations and Weather**

### **1. Hirer Cancellations**

- a. Written cancellations are required via email to [admin@thevibevendor.com.au](mailto:admin@thevibevendor.com.au)
- b. 48 or more hours before hire time: Full refund minus a 20% deposit.
- c. Between 24 to 48 hours before hire time: 50% of the booking is forfeited.
- d. Within 24 hours of hire time: 100% of the booking is forfeited.

### **2. Weather Policy (Inflatables Specific)**

- a. Outdoor equipment will not be set up in rain or on muddy surfaces. You must have an indoor alternative if unsafe weather (rain, high winds, storms) is forecast.
- b. Weather Cancellations: Cancellations within 14 days due to wet weather may result in the forfeiture of the full amount paid.
- c. Owner's Right to Cancel/Reschedule: The Owner can cancel or postpone a booking due to extreme weather posing a safety risk for delivery or setup.

## **6. Miscellaneous**

### **1. Governing Law**

- a. This Agreement is governed by Queensland, Australia law.

### **2. Entire Agreement**

- a. These Terms and conditions, the Equipment Hire Agreement, the Safety Information and Emergency Protocols Sheet, and the Liability Waiver form the complete agreement.

**BY SIGNING THE HIRE AGREEMENT, YOU CONFIRM ACCEPTANCE OF THESE TERMS AND CONDITIONS.**