



## **TERMS & CONDITIONS**

These Terms and Conditions ("Terms") constitute a legally binding 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").

By making a booking, paying a deposit, accepting delivery, or taking possession of any equipment or services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

Nothing in these Terms excludes, restricts, or modifies any non-excludable rights under Australian Consumer Law (ACL).

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# **1. DOCUMENTS FORMING THE AGREEMENT**

## **1.1 Agreement Documents**

This agreement consists of the following documents:

- These Terms & Conditions
- Refund Policy
- Equipment Hire Agreement
- Liability Waiver
- Safety Information & Emergency Protocols Sheet
- Invoice (pricing and payment information only)

## **1.2 Order of Precedence**

In the event of any inconsistency, discrepancy, or conflict between documents, the following order of precedence applies:

1. These Terms & Conditions
2. Refund Policy
3. Equipment Hire Agreement
4. Liability Waiver
5. Safety Information & Emergency Protocols Sheet
6. Invoice (pricing and payment information only)

The document with higher precedence prevails to the extent of the inconsistency.

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## **2. BOOKINGS, DEPOSITS, AND PAYMENT**

### 2.1 Booking and Deposit

A booking is not confirmed until a **non-refundable deposit equal to 30% of the Equipment hire fee and delivery charges (before discounts)** is received, unless otherwise agreed in writing and subject to Australian Consumer Law.

### 2.2 Final Payment

The remaining balance of the hire fee must be paid in full prior to setup on the hire start date. Failure to make payment may result in cancellation, forfeiture of the deposit, and refusal of delivery or setup.

### 2.3 Accepted Payment Methods

Accepted payment methods include bank transfer, PayID, or cash, unless otherwise agreed.

### 2.4 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**, 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 this agreement.

For clarity, payments received are applied first to the deposit, then to the hire fee and delivery charges, and lastly to the Security Bond.

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### **3. HIRE PERIOD, DELIVERY, AND ACCESS**

#### **3.1 Hire Period**

The hire period commences at the agreed delivery or collection time and concludes at the agreed pickup or return time as stated in the Equipment Hire Agreement.

#### **3.2 Access and Delays**

The Hirer must provide safe, clear, and timely access to the site. Delays caused by restricted access, unsafe conditions, or the Hirer may incur additional charges of \$50 per hour or part thereof.

#### **3.3 Site Suitability**

The Owner may refuse delivery or setup where site conditions are unsafe, unsuitable, or non-compliant with safety requirements.

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### **4. CANCELLATIONS, REFUNDS, AND WEATHER**

All matters relating to cancellations, refunds, forfeitures, weather-related decisions, and refund processing timeframes are governed exclusively by the Refund Policy, which forms part of this agreement.

Where there is any inconsistency between these Terms and the Refund Policy, the Refund Policy prevails.

The Owner may refuse setup, delay delivery, or cancel a booking where weather, site conditions, access issues, or safety concerns make delivery or operation unsafe.

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## **5. HIRER OBLIGATIONS AND USE OF EQUIPMENT**

The Hirer agrees that:

- The Equipment will be used strictly in accordance with manufacturer instructions, safety documentation, these Terms, and all applicable laws.
  - A responsible, sober adult (18+) will supervise inflatable equipment at all times.
  - Prohibited items and activities listed in the Safety Information & Emergency Protocols Sheet are strictly enforced.
  - The Equipment will not be modified, repaired, sublet, relocated, or removed from the agreed event address without written consent.
  - Any required permits, licences, or approvals are the Hirer's responsibility.
  - The Owner will be notified immediately of any incident, damage, malfunction, or injury.
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## **6. ASSUMPTION OF RISK**

The Hirer acknowledges that the hire, use, operation, and possession of the Equipment involve inherent and obvious risks which cannot be eliminated.

These risks include, but are not limited to, personal injury, illness, medical events, death, and property damage arising from slips, trips, falls, collisions, physical activity, equipment malfunction (other than as a result of the Owner's proven gross negligence or wilful misconduct), electrical hazards, cabling, structures, crowd movement, adverse weather, and environmental or site conditions.

The Hirer voluntarily assumes full responsibility for all such risks affecting the Hirer or any third-party during the hire period.

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## **7. LIABILITY, LIMITATION, AND INDEMNITY**

To the maximum extent permitted by law, the Owner is not liable for any injury, loss, damage, delay, or expense arising from the use or possession of the Equipment, except where liability cannot be excluded under ACL or where loss is caused by the Owner's proven gross negligence or wilful misconduct.

The Hirer agrees to indemnify and hold harmless the Owner, its directors, employees, contractors, and agents against all claims, demands, damages, losses, costs, and expenses arising from the use or possession of the Equipment while under the Hirer's control.

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## **8. TITLE, RISK, AND INSURANCE**

Title to the Equipment remains with the Owner at all times.

Risk of loss, damage, or theft passes to the Hirer at the time the Equipment is delivered to, or made available for use by, the Hirer and remains with the Hirer until the Equipment is collected by, or returned to the physical control of, the Owner.

The Hirer is responsible for all loss of, or damage to, the Equipment (fair wear and tear excepted) during the hire period and for any third-party claims arising from the use of the Equipment.

Unless otherwise agreed in writing, the Hirer is responsible for arranging and maintaining adequate insurance for the Equipment and third-party liability, or for paying any applicable security bond or damage costs in accordance with this Agreement.

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## **9. TERMINATION**

The Owner may terminate this agreement immediately if the Hirer breaches these Terms, fails to make payment, denies access, or uses the Equipment unsafely or unlawfully.

Termination does not affect accrued rights, including payment obligations, indemnities, or responsibility for loss or damage occurring prior to termination.

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## **10. AUSTRALIAN CONSUMER LAW**

Nothing in this agreement excludes, restricts, or modifies any non-excludable rights or guarantees under Australian Consumer Law.

Where permitted, the Owner's liability for breach of a consumer guarantee is limited to replacement, repair, resupply, or refund of the relevant goods or services.

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## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

This agreement is governed by the laws of Queensland, Australia.

Except for non-payment matters, the parties agree to attempt to resolve disputes through good-faith negotiation or mediation before commencing legal proceedings.

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## **12. ENTIRE AGREEMENT**

These Terms, together with the documents listed in Section 1, constitute the entire agreement between the parties and supersede all prior discussions, representations, or agreements.

By signing the Equipment Hire Agreement or accepting delivery, the Hirer confirms acceptance of these Terms & Conditions.