

hello Dearest

E V E N T S

Terms & Conditions

These Terms and Conditions apply to all contracts for the supply of services by the supplier to the customer and prevail over any other documentation or communication from the customer.

Any variation to these Terms and Conditions are inapplicable unless agreed to in writing by the Supplier.

PAYMENT & SECURING YOUR BOOKING

- A non refundable deposit of 50% is required to secure your booking. Your booking is not officially secured until a deposit has been received.
- Full payment of remaining balance must be made by the customer thirty (30) days prior to event.
- If full balance is not received by the due date, the Supplier will consider it as a cancellation, forfeiting the deposit.
- Payment can be made by credit or debit card, over the phone, bank transfer or cheque.
- Full payment is required at the time of the booking if the event is within thirty (30) days of booking
- By making and confirming a booking the customer unconditionally accepts all of the Terms and Conditions
- Payment due dates are outlined on your invoice

CANCELLATION AND REFUND POLICY

- Booking deposits are non refundable
- If a cancellation is notified:
 1. within 30 days of the booking, you will be liable for a further 25% of the booking fee
 2. Within 14 days of the booked event, you will be liable for the full booking fee.
- The supplier will not provide a refund in the event of bad weather.
- In the event of rain it is your responsibility to make alternative arrangements and advise the supplier at least 24 hours prior to the event.

CUSTOMER OBLIGATIONS

- The Customer is responsible for providing an estimated number of guests at the Event at least 30 (thirty) days prior to the Event to the Supplier. The Supplier reserves the right to change the price of the Service if the number of guests at the Event exceeds a reasonable estimate.
- The Customer is responsible for providing all alcoholic and non-alcoholic beverages to be served at the Event to the Supplier.
- The Customer must provide a safe, secure and suitable set-up and service location for Hello Dearest caravan bar and staff at the Event. This location must be clear from rain, direct sun or potential areas that may damage equipment or risk staff health and safety.
- If a potential compromise is present at the event, or in the lead up to the event, the location of the Hello Dearest Events equipment and staff is at the discretion of Hello Dearest team.
- In the case that a suitable location is unavailable to Gathering Events, the Supplier has the discretion to cancel the event, and does not have to refund the Customer.

SUPPLIERS OBLIGATIONS

- The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- In the event of alcohol being supplied: The Supplier reserves the right to refuse service to anyone under eighteen (18) years of age. All guests of the Customer must provide proof of age if they wish to be served with alcohol.
- The Supplier reserves the right to refuse service to anyone who is excessively drunk, or who is abusive or threatening to staff or other guests.
- The Supplier reserves the right to refuse service to anyone who purchases or attempts to purchase alcohol for someone under the age of 18 or for someone who has previously been refused alcohol.
- **In accordance with liquor licencing QLD & NSW**

VENUE, LOCATION & ACCESS

- If the Event is at a public area that is not a private residence or hired function venue, the Customer shall ensure it obtains permission from the relevant authority to set up the Event in that area and will communicate the outcome of obtaining that permission at least thirty (30) days prior to the Event.
- The Supplier will not provide a refund if the Customer does not obtain permission within the thirty (30) day period.
- The Customer shall ensure the Supplier has access to the Venue at least 1.5 hours prior to the Event starting to allow for set up of caravan bar.
- The Customer shall ensure the Supplier has at least 1 hour from the end time of the Event to pack up and vacate the venue.
- The Customer shall ensure there is a secure parking spot for the Supplier's vehicle at or near the Venue.
- The Customer shall ensure there is a flat surface of approximately 5 metres long and 2 metres wide at the Venue for the caravan bar.

POWER

- Hello Dearest requires access to a power supply. The Customer is responsible for ensuring there is a power supply at or near the venue. In the event the Customer requires a generator, this must be requested two (2) weeks prior to the hire. The cost of the generator will be charged to the hirer.

DAMAGE

- Any breakage or damage to Hello Dearest belongings inflicted by the Customer or any third party associated with the Customer is considered the Customer's responsibility. The Customer shall bear the cost of rectifying the damage.
- Glassware breakage will be charged at \$4 per glass and be payable within 2 weeks after the event.

WEATHER

- In the event of bad weather, it is the responsibility of the Customer to make alternate arrangements. These alternate arrangements must be communicated to the Supplier at least three (3) hours prior to the commencement of the event.
- If these alternate arrangements are not communicated to the Supplier by the time required in clause then the Supplier may terminate the services and no refund will be provided.

IMAGES

The Customer gives permission for all photos taken during the event to be used on Hello Dearest website and social media and other promotional material unless an agreement in writing has been organised and discussed with Hello Dearest prior to the Event.

LIABILITY LIMITS

- The Supplier shall not be liable for any death, personal injury, loss or damage suffered by the Customer or any third parties associated with the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in connection with the Services.
- The Supplier will not be held responsible for the following:
 - Scratches on the venue floor;
 - Drink spillages during service or by guests;
 - Any damage caused by guests;
 - Any perceived damages that was caused whilst carrying out normal bartender duties;
 - Where the venue requires the floor to be protected underneath the caravan, it is the client's responsibility to ensure that the floor is covered prior to the Supplier's arrival for set up
- The Customer is responsible for their guest's actions.
- The Customer must have suitable insurance coverage for the Event and the Supplier reserves the right to request the Customer to supply evidence of suitable insurance coverage for the Event at any time.

DEFINITION

In this document the following words shall have the following meanings:

- “Agreement” means these Terms and Conditions.
- “Customer” means any person or their associates who purchases Services or receives Services from the Supplier;
- “Event” means the time and date upon which the Customer has booked the Services of the Supplier.
- “Supplier”, “us”, “our” or “we” means the business trading as Hello Dearest ABN - 92689415689 at 188 Campbell Street, Toowoomba 4350 and any of its associates or related parties.
- “Terms and Conditions” means the terms and conditions upon which the booking for Hello Dearest services is made that is set out in this document and any special terms and conditions agreed in writing by the Supplier.
- “Venue” means the location the Event will be held at.