Terms and Conditions

Version 1.2

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Definitions

Booking request A request for hire made by a prospective Hirer via the Business’ website.

Business Covers business activities conducted by Adrian Nickols as a sole proprietor trading under the registered business name Under the Almond Tree. (Australian Business Number 94 736 181 821)

Event The date, time, duration and location of a confirmed booking.

Hired Items Read in context, refers to the items that are being hired, including all related parts and accessories.

Hirer The person or entity entering into an agreement with the Business.

Inclement Weather Rain or showers, and/or wind conditions in excess of 40kms per hour.

Installation Point The specific location that a Hired Item is to be installed/used.

Items See Hired Items.

Pick-up Hire Hired items which are collected from and returned to a specified location and managed by the Hirer.

Tax Invoice Represents the total billable amount for a confirmed booking, including a refundable security deposit.

Website enquiry A booking enquiry made by a prospective Hirer via the Business’ website.

Bookings

An enquiry or booking request from a Hirer will result in a written quotation being sent to the Hirer. By accepting the quotation the Hirer agrees to these Terms and Conditions of this service.

Upon cleared payment, written confirmation of the event details will be provided to the Hirer by the Business.

An Invoice will be issued to the Hirer. The Invoice contains payment options. No GST will be charged.

1 The Terms and Conditions may be accepted as part of the booking request.
Payment

Love Sign

The Business requires payment in full prior to the day of the Event.

Pick-up Hire

The Business requires payment in full prior to or at the time of collection, and must be paid prior to or at the time of collection.

A security deposit is applicable to all forms of Hire².

Cancellations and amendments

The following cancellation fees apply to an Event that is cancelled by the Hirer (except where Inclement Weather provisions apply):

- If the Event is cancelled more than seven (7) days prior to the Event commencement there will be no cancellation fee.
- If the Event is cancelled less than seven (7) days and more than 48 hours prior to the Event commencement – a cancellation fee equivalent to 50% of the Tax Invoice amount will apply.
- If the Event is cancelled less than 48 hours prior to the Event commencement – a cancellation fee equivalent to 100% of the Tax Invoice amount will apply.

The Business accepts that unavoidable circumstances may occur that require an amendment to the Event. These may require a change in the date, commencement time or venue of the Event. The Business will accept reasonable amendments to an Event without financial penalty to the Hirer provided that the Business can accommodate the amended details. However, the Business reserves the right to charge a cancellation fee (in accordance with the above) if the amendment cannot be accommodated (for example, if another booking has been confirmed on the requested date).

Inclement Weather

The Business understands that bad weather can affect outdoor events. In the case of Inclement Weather on the day of an Event being held outdoors, either the Hirer or the Business can cancel the Event without any cancellation fees being applicable.

Even if the Hirer wishes to continue an Event during Inclement Weather, the Business can still cancel their participation in the Event if they consider that there is risk of damage to the Hired Items or risk of injury to the Event participants as a result of the prevailing Inclement Weather conditions.

² Refer to section Loss or Damage to Hired Items.

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Venue

In accepting these conditions, the Hirer is confirming that the Event location conforms to the requirements of the Hired Items that have been booked. If booked Hired Items are not considered appropriate for the venue (due to size or venue surface), the Business reserves the right not to use certain games or replace with others more suitable (subject to availability).

Vehicle access and parking

It is the responsibility of the Hirer to provide vehicular access to the Installation Point for the purposes of off-loading and re-loading the Love Sign and any other Hired Items.

The Hirer may also be required to provide parking for a delivery vehicle with trailer close to the Event location for the duration of the Event.

Please note that the delivery vehicle requires a minimum height clearance of 2.2 metres.

Event inclusions

Unless otherwise specified, the following services will be provided by the Business to the Hirer:

Pick-up Hire

✧ Provision of the agreed games by way of pick-up by arrangement.
✧ Public Liability Insurance.

Love Sign

✧ Delivery to the Event location in sufficient time prior to the Event commencement to assemble the Love Sign.
✧ Assembly of the Love Sign.
✧ Disassembly and removal of the Sign at the conclusion of the Event.
✧ Public Liability Insurance.

Unless otherwise specified, the following services will be provided by the Hirer to the Business:

Pick-up Hire

✧ Collection of Hired Items from a nominated location.
✧ Management, security and supervision of the Hired Items during period of hire.
Installed Hire (e.g. Love Sign)

✧ Vehicular access to the Installation Point allowing sufficient time for delivery and assembly by the Business.
✧ Reasonable care of the Love Sign and all accessories during the Event.
✧ Parking for the delivery vehicle for the duration of the Event, if required.
✧ Recompense the Business for any loss or damage.

Disruption to Hire

The Business will exercise its best endeavours to be at the Event venue in sufficient time to enable delivery and assembly of Hired Items, however the Business cannot be held liable or responsible for delays in arriving at the Event venue due to events beyond its control, such as weather or traffic delays. Similarly, the Hirer will exercise their best endeavours to be at the Event venue in sufficient time to enable the Business access to the venue, however the Hirer cannot be held liable or responsible for delays in arriving at the Event venue due to events beyond their control, such as weather or traffic delays.

In either event, the Business representative will contact the Hirer representative (and vice versa) in the circumstances where a delay may occur and make suitable arrangements.

Loss or Damage to Hired Items

In the case of the Love Sign, the Hirer is fully responsible for any loss or damage to the Hired Items between the times that the Hired Items are delivered and assembled by the Business, to the time that the Hired Items are disassembled.

In the case of a Pick-up Hire, the Hirer will be responsible for any loss or damage to Hired Items, excluding general wear and tear, between collection and return only.

In the case of loss or damage to a Hired Item, it will be at the full discretion of the Business to withhold all or part of the Hirer’s security deposit to cover the cost of this loss or damage. The deposit amount withheld will reflect the cost of labour and materials required to return the Hired Items to their prior condition.
Item-specific requirements and rules

Love Sign

- The Love Sign has the potential to cause injury. Due care must be taken.
- The Installation Point must be a flat, level surface area strictly no less than 5 x 10 metres of clear space.
- The Installation Point must be located away from foot traffic, including walkways, games/play areas.
- The sign can be installed on lawn using up to 8 star posts driven into lawn surface. If the Installation Point is free from any wind, star posts may be substituted for lawn pegs. This will not result in any lasting damage to turf, however permission may be required from a venue management. The Hirer must disclose any factors which may affect assembly or use of the Love Sign (e.g. underground irrigation).
- The sign can be installed on a flat, level floor where there is no wind (e.g. indoors, marquee).
- The sign cannot be installed on other surfaces (e.g. gravel, sand).
- Clear space is required above the Installation Point at a minimum height of 2.5 metres.
- Vehicular access to the Installation Point is required.
- The Love Sign must only be handled by a representative of the Business. The Love Sign may only be moved by a minimum of 2 people for the purpose of temporary storage, and only with prior approval from the Business.

Giant Jenga

Installation

- Giant Jenga requires a flat, relatively level lawn playing area no less than 5 x 5 metres.
- The game must not be played on other surfaces (e.g. gravel or concrete, carpet) as doing so will damage the Item.

Gameplay

- Giant Jenga has the potential to cause injury. Due care must be taken.
- It is the responsibility of the Hirer to ensure that gameplay is supervised at all times and that rules of gameplay are strictly adhered to.
- The game requires constant supervision.
- The game must not be played by children aged less than 12 years.
- The game must not be played in the rain or in moderate winds or wind gusts.
- Players must remain standing during gameplay. Never sit or lie down when playing.
- Only one person may play at a time. All others must be outside of a radius of 2 metres.
**Cornhole**

- **The Cornhole board is heavy and has the potential to cause injury.** The board should be lifted by at least 2 people.
- Each Cornhole board measures 1.2 x 0.6 x 0.2m. The Hirer will need to provide either a trailer, utility or lowered car seats to transport the item. The item will not fit in a standard car boot.
- The game requires a relatively level lawn playing area no less than 6 x 2 metres.

**Boules**

- Boules requires open lawn playing area no less than 20 x 20 metres.
- The game must not be played on other surfaces (e.g. gravel or concrete, carpet) as doing so will damage the playing pieces.

**Mölkky**

- Mölkky requires open lawn playing area no less than 6 x 3 metres.
- The game must not be played on other surfaces (e.g. gravel or concrete, carpet) as doing so will damage the playing pieces.

**Ring Toss**

- Ring Toss requires an open playing area no less than 6 x 3 metres.
- The game can be played on any flat, level surface.

**Croquet**

- Croquet requires a large flat, level lawn playing area no less than 20 x 20 metres.
- The game must not be played on other surfaces (e.g. gravel or concrete, carpet) as doing so will damage the playing pieces.