



PENINSULA POP-UPS TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OUR WEBSITE OR BOOKING ONE OF OUR SERVICES.

Welcome to Peninsula Pop-Ups. If you continue to browse and use our website and/or our services, you are agreeing to comply with, and be bound by, the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern Peninsula Pop-Ups' relationship with you in relation to your use of this website and our products and services.

By using this website or our services, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to Peninsula Pop-Ups and "You" and "Your" refers to you, the customer, visitor, website user or person using our services.

Amendment of terms

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website and services to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use Peninsula Pop-Ups then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and Peninsula Pop-Ups' rights and obligations to each other.

Limitation of liability

It is an essential pre-condition to you using our website that you agree and accept that Peninsula Pop-Ups is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third-party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific personal requirements. You acknowledge

that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Competition and consumer act

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), Peninsula Pop-Ups' liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; or the payment of the cost of having the goods or services supplied to you again.

You must be **over 18 years of age** to use this website and to purchase any goods or services.

Quotations

All quotations will be valid for a period of up to fourteen (14) days from date of issue.

Acceptance of the quotation is to be in writing. Upon receipt of the customer's acceptance it shall be deemed that the customer agrees to and accepts the terms and conditions of hire listed.

On commencement of hire, without the customer's written confirmation of such action, it shall be deemed that the customer agrees to and accepts these listed terms and conditions of hire.

Booking guarantee

A booking is only confirmed, and the availability of our product on the date of such booking guaranteed, once the required deposit amount has been received from the customer by Peninsula Pop-Ups. Said deposit equals the amount of 50% of the invoice total. Once the non-refundable payment deposit is received by Peninsula Pop-Ups, the booking is confirmed and product availability for your event is guaranteed, except in the event of unprecedented circumstances. Unprecedented circumstances refer to force majeure events, that are by definition unforeseeable and unavoidable and excuse Peninsula Pop-Ups from contractual obligations.

Should a force majeure occur, Peninsula Pop-Ups will do all they can to either provide a substitute service of equal or higher value to the customer, organise a third-party supplier

to substitute Peninsula Pop-Ups' service to the client or offer an alternate booking date for the service contracted. Only if above listed substitutions cannot be realised will Peninsula Pop-Ups refund all monies received in conjunction with the affected booking to the customer.

Payment terms

To confirm and guarantee your booking with Peninsula Pop-Ups, a 50% non-refundable deposit of your total invoice is to be received by Peninsula Pop-Ups. All outstanding monies for the engagement of our services are to be received in full by Peninsula Pop-Ups seven (7) days prior to the hire date – Peninsula Pop-Ups will issue an invoice prior to this to allow final payment.

If monies are not paid in full seven (7) days prior to the hire date, Peninsula Pop-Ups will treat the booking as cancelled and is under no obligation to provide the requested services to the customer. In this case, all monies already received by Peninsula Pop-Ups will be non-refundable to the customer.

Security bond

Peninsula Pop-Ups reserves the right to request a security bond to cover any equipment. 'Equipment' means all items that are hired and collected by the customer or delivered by Peninsula Pop-Ups to the customer whether or not the items have been paid for.

The bond amount will be determined by individual booking requirements. Any damaged, missing and/or very unclean items will be charged at full replacement cost and/or cleaning cost, which will then be deducted from the bond amount. Should this amount exceed the total bond amount on hold, the customer will be responsible for paying any balance owing.

Security bond refunds may take up to one (1) month to process following an event.

Cancellations and refunds

Peninsula Pop-Ups handles cancellations and processes refunds in accordance with Australian Consumer Protection legislation.

The customer may make changes to their booking by advising Peninsula Pop-Ups in writing. Final changes need to be advised in writing by no later than seven (7) days prior to the hire date and will be subject to availability from Peninsula Pop-Ups.

The customer may cancel a booking at any time by advising Peninsula Pop-Ups in writing; however, the below cancellation fees will occur. No cancellation by the customer is valid unless it has been acknowledged in writing by Peninsula Pop-Ups.

Bookings cancelled within seven (7) days of the hire date will be charged 100% of the total booking cost. Bookings cancelled outside seven (7) days of the hire date will be charged 50% of the total booking cost, equalling the deposit amount of the booking.

Cancellations of bookings/events due to weather shall still be subject to the cancellation policy above. While Peninsula Pop-Ups hopes for the best weather possible for your event, we are in no way responsible for intemperate weather that may cause the customer to cancel their booking.

By providing your credit card details, you give permission to Peninsula Pop-Ups to charge the card for any cancelled bookings.

Force majeure

For the purpose of this clause, 'force majeure' means an event or circumstance beyond the reasonable control of a party, including, but not limited to; acts of God, war, rain, hail, wind, fire, explosion, pandemics, civil disobedience, labour disputes, and legislation not in force at the date of this agreement. Neither Peninsula Pop-Ups nor the customer will breach this agreement and each party will not be liable to the other party for delay or failure to perform its obligation under this agreement due to force majeure. Peninsula Pop-Ups may give written notice to the customer, giving full particulars of such force majeure.

Peninsula Pop-Ups shall not be liable for any indirect or consequential losses or expenses suffered by the customer, including but not limited to; loss of turnover, profits, business or goodwill, or any liability to any other party or for any loss or damage suffered by the customer as a result of any delays caused by such force majeure events.

Damaged, lost, stolen or unclean equipment

Upon delivery of the equipment and until the return of the equipment to Peninsula Pop-Ups' premises, the customer has full responsibility of all equipment hired. The customer will pay full replacement costs for any equipment badly damaged, lost or stolen. The customer

will pay any repair costs for damaged equipment. Peninsula Pop-Ups will decide whether damaged equipment can be repaired or requires replacement. Burns, holes, tears, water damage or other similar damage to equipment shall be repaired or replaced at full cost to the customer.

All goods are to be returned in a clean and dry condition. If any equipment is returned unclean by the customer to Peninsula Pop-Ups, the customer shall pay Peninsula Pop-Ups the full cost of returning the equipment to a clean condition.

The customer shall protect the equipment from the elements during the time of hire. In poor weather conditions storage of the equipment may be necessary and it is the responsibility of the customer to see that the equipment is stored safely. Any equipment damaged by weather is the full responsibility of the customer and full replacement costs shall be paid to Peninsula Pop-Ups.

Peninsula Pop-Ups' equipment shall be delivered to the customer in a clean and well-maintained condition. It is the customer's responsibility to notify Peninsula Pop-Ups should the equipment not be in a satisfactory condition within three (3) hours of receiving the equipment. Otherwise, the customer will be held accountable for any damage or uncleanliness of equipment.

The customer agrees to have all equipment clean and ready for return to Peninsula Pop-Ups by the agreed due date and time, or additional hire fees will be charged.

All goods are to remain at the customer's address as advised on the booking unless written consent is given by Peninsula Pop-Ups.

Links to other websites

Peninsula Pop-Ups may from time to time provide, on its website, links to other websites, or advertisements and information from other websites, for your convenience. This does not necessarily imply sponsorship, endorsement, approval or an arrangement between Peninsula Pop-Ups and the owners of those websites. Peninsula Pop-Ups takes no responsibility for any of the content found on linked websites.

Peninsula Pop-Ups' website may contain information or advertisements provided by third parties. Peninsula Pop-Ups accepts no responsibility whatsoever for any information or advice provided to you by third parties. We are making a 'recommendation' only and are not providing any advice, nor do we take any responsibility for any advice received in this regard.

Disclaimer

To the fullest extent permitted by law, Peninsula Pop-Ups absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. Peninsula Pop-Ups gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, at all times, endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of Peninsula Pop-Ups to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

Peninsula Pop-Ups shall also in no way be held responsible or accountable for any injury, death or loss of income caused to the customer, any third parties or properties due to the hire of equipment or provided services by Peninsula Pop-Ups.

No warranty is given by Peninsula Pop-Ups, nor is Peninsula Pop-Ups liable for any damage or harm whatsoever with respect to the equipment, except through the wrongdoing of Peninsula Pop-Ups.

Inflatable Pubs – while this equipment is being hired and the right of use is granted to the customer, the equipment remains at all times under the control of the owner (Peninsula Pop-Ups), and the charge is made for the service of supplying the equipment, transporting it to and from the site, and erecting, installing and dismantling the equipment. The customer is responsible for all loss and damage to the equipment.

The customer is required to grant access to Peninsula Pop-Ups to their equipment when called upon to do so for repair and/or examination, or in case of customer default or removal of goods.

Your privacy

At Peninsula Pop-Ups, we are committed to protecting your privacy. We use the information we collect about you to maximise the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure servers. Peninsula Pop-Ups' secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorised use or access. Credit card information is not stored by us on our servers.

Third parties

We do not and will not sell or deal in personal or customer information. We may however use, in a general sense and without any reference to your name, your information to create marketing statistics, identify user demands and assist in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services, but not for any other use.

Disclosure of information

Peninsula Pop-Ups may be required, in certain circumstances, to disclose information in good faith, such as; if required to by law or by any court, to enforce the terms of any of our customer agreements, or to protect the rights, property or safety of our customers or third parties.

Exclusion of competitors

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of Peninsula Pop-Ups. Peninsula Pop-Ups expressly excludes and does not permit you to use or access our website, to download any documents or information from our website, or obtain any such documents or information through a third party. If you breach this term, then Peninsula Pop-Ups will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such

unpermitted and improper use. Peninsula Pop-Ups reserves the right to exclude and deny any person access to our website, services or information at our sole discretion.

Copyright, trademark and restrictions of use

This website contains material which is owned by, or licensed to, us. This material includes, but is not limited to; the design, layout, look, appearance, trademarks and graphics. You are not permitted to reproduce the documents, information or materials on the website for the purposes of sale or the use by any third party. In particular you are not permitted to republish, upload, transmit electronically or otherwise distribute any of the materials, documents or products that may be available for download on this website.

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

Whole agreement

These terms and conditions represent the whole agreement between you and Peninsula Pop-Ups concerning your use of, and access to, Peninsula Pop-Ups' services and website, and your use of, and access to, the documents and information provided by Peninsula Pop-Ups. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

Exclusion of unenforceable terms

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory, then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause, if legal and enforceable in any other State or Territory, shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

Use of content

All images, photographs, graphics, and data including, but not limited to, moving images, videos and other content (together “Material”) on this website or provided by Peninsula Pop-Ups through other means, are protected by Australian and international copyright, trademark, patent and other laws relating to intellectual property. You may not do anything which interferes with or breaches those laws or our intellectual property rights in the Material. Any unauthorised use of any Material may violate such laws and we do not grant any express or implied permission to you to use any Material. You may not copy, republish, link to, download, modify, adapt, repost, reverse engineer, create derivative works based on or otherwise use any of the Material without a licence or an agreement from us.

Jurisdiction

This agreement and this website are subject to the laws of VIC and Australia. If there is a dispute between you and Peninsula Pop-Ups that results in litigation, then you must submit to the jurisdiction of the courts of VIC.

Website disclaimer

Welcome to the website of Peninsula Pop-Ups. If you continue to browse and use this website you are agreeing to comply with, and be bound by, the following disclaimer, together with our terms and conditions of use.

The information contained in this website is for general information purposes only and is provided by Peninsula Pop-Ups. While we endeavour to keep the information up to date

and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. You need to make your own enquiries to determine if the information or products are appropriate for your intended use.

In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you may be able to link to other websites which are not under the control of Peninsula Pop-Ups. We have no control over the nature, content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Peninsula Pop-Ups takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

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