

Terms & Conditions

Please read the terms & conditions below carefully. By accepting a booking through a booking form via signature, acceptance by return email, deposit payment or remittance of funds, the Customer acknowledges and agrees to the Company's Terms and Conditions.

1. Definitions

The "Company" is the registered owner of Moon & Star Events

The "Customer" refers to the person, firm or corporation booking an event or hiring the Venue.

"Terms" means these Terms and Conditions.

"Booking" refers to the services agreed between the Company and the Customer.

"Equipment" means the items hired by the Customer from the Company from time to time.

These conditions of hire apply to all bookings by the Company to each Customer unless the Customer is otherwise notified in writing.

2. Quotation

Unless otherwise stated in writing, the Company's quotation will be valid for a period of up to seven days from date of issue, after which time acceptance of any order placed is subject to written confirmation. Acceptance of the quotation is subject to written confirmation, payment of deposit and acceptance of the Company's Terms & Conditions of Booking. Bookings are only confirmed when the deposit amount has been received, and a confirmation email sent to the client. Booking time slot availability is not guaranteed until deposit payment has been received.

Set down & pack up for bookings greater than 30kms from Munster 6166 via the most direct route on google maps will incur an additional surcharge. Those bookings that are more than 71 km from Munster 6166 require a 2 night minimum booking or otherwise agreed with company.

Surcharges are as follows; 31-50km \$50, 51km – 70kms \$75, 71km – 90km \$100 (2 night minimum), 91-110km \$125 (2 night minimum), 111 – 130km \$150 (2 night minimum), 131 – 150km \$175 (2 night minimum), 151-170km \$200 (2night minimum), 171+ negotiated with the company.

Bookings on sand or on the beachfront will incur a \$100 cleaning surcharge.

Bearing in mind that set ups include the lifting of heavy tents, tables, rugs & tubs, the safety of our staff is of utmost importance to us, therefore;

- Bookings with a set up location further than 50m from the parking area incur a \$50 surcharge.
- Bookings that require equipment to be carried up or down a staircase of between 10-20 stairs will incur a \$75 surcharge. Unfortunately, bookings that require equipment to be lifted greater than 20 steps will require lift access to proceed.
- Bookings that require lift access to the set up area will incur a \$75 surcharge for bookings of up to 10 people and a \$125 surcharge for bookings of up to 20 people. For bookings greater than 20 people, please contact the company prior to booking.

While a specific location may be requested, there is no guarantee that the booking will occur in the exact requested location unless it has been booked through the correct authorities. The Company will take every opportunity to honour the location request, however this may vary on the day of the booking subject to parking requirements and location access. The Customer accepts that the Company will select the best possible location keeping in mind the Customers request on the day of the event.

For indoor venues, council property, camping grounds where a hire fee is required, the customer is liable for the hire fee for the time required for the set up and pack down of the event, in addition to the booking time. The customer is responsible for locating and coordinating the booking of venues, council parks, camping site and fees. This does not fall under the responsibility of the Company unless agreed.

Catering options are quoted subject to availability of the caterer. Where time has lapsed between quote and confirmation, availability of the caterer is subject to change. Quoted catering menu options may differ on the date of the event due to availability of produce and availability of the requested caterer. The customer accepts that the best possible option for catering will be provided on the day of the event however may vary due to unforeseen circumstances.

Other coordination services e.g. balloon garland, photographer, musician, additional floristry, additional furniture or other event requirements outside of the package can be provided for an additional fee, quoted subject to customer requirements.

Public holiday bookings incur a 15% surcharge.

Bell tent & picnic Packages over \$1000 in value include one site visit to determine space & location requirements, as required. Additional site visits unless requested by the Company incur an additional fee of \$50 per visit.

The bell tents need a minimum of 6mx6m of flat ground that can be pegged into. If you require a bell tent setup without pegs there is a weighted option which incurs a \$50 surcharge per bell tent. All bookings must ensure the bell tent will fit before agreeing to the terms and conditions.

3. Payment

A deposit is required to secure a quote. Remaining balance must be paid 5 working days prior to the event. All events booked less than 2 (two) weeks prior to the booking date require full payment to confirm the booking. The event set up will not occur without full payment prior.

By making payment you are agreeing to the terms and agree to pay the Company the fee specified for the services for the stated period including any applicable GST, stamp duties, penalties, levies or freight and other charges relevant to this agreement.

Payment must be made by bank transfer or via PayPal invoice.

All prices of Moon & Star Events are in Australian Dollars (AUD).

4. Hire Obligations

Unless otherwise agreed by the Customer and the Company,

Casual glam and Full Glam picnic sitting times are for a 3 hour period between 7am – 5pm, 5pm onwards 2.5hr hire. Romantic picnics/picnic for 2 are 2.5hr hire.

Glamping packages, Overnight Sleepovers & Indoor Teepee sleepovers are from 4pm to 9am the following day

Bells & Whistles packages hire are for a 4 hour period

Extension to the sitting time will not occur in the event the customer does not arrive on time. The commencement and conclusion time of a booking will remain as per the original agreed booking.

To avoid impact on successive bookings, in the event a Customer is greater than 15 minutes late to a booking, forfeiture of the booking will occur.

5. Extended Hire

The Customer agrees that the booking is for the agreed duration as confirmed at the time full payment for the booking occurs.

A request to extend booking duration must occur 3 days prior to the booking date and is subject to availability. No refunds will be issued in the event the extended hire is not fully utilized.

Extended hire is charged at a rate of \$30 per hour for picnics, indoor teepee sleepovers. A rate of \$50 per hour for any bell tent hire including bell tent sleepover, bells and whistles packages & glamping. Please note if glamping you will need to check with the campsite to extend your booking also.

6. Cancellation and Variation of Orders

The Customer may cancel a booking but may forfeit any fees paid as follows:

- If booking is cancelled 2 (two) or more weeks before the event date, moon & star events will make a full refund of any booking fees including the booking deposit.
- Bookings cancelled within 2 (two) weeks of the event date will forfeit the deposit paid.
- Bookings cancelled within 7 days of the event will forfeit 100% (one hundred percent) of the total booking fees

Moon & Star Events has full right to charge the Customer full fees for services that occurred or were purchased for the event (ie. Catering, balloons, additional furniture hire, décor items or other) before the cancellation.

Where the Customer seeks to vary an order so that the original contract price would reduce by more than 10%, the Customer agrees to pay 90% of the original contract price regardless of the variation requested within the period leading up to two weeks prior to the event date. Within two weeks of the event date, full payment of original quoted price is payable.

In the event of rain or bad weather for any bell tent hire (glamping, sleepovers, Bells and whistles packages) , cancellation will only occur if a severe weather warning has been issued. As the bell tents are waterproof and have a wind rating up to 60mp they are able to handle bad weather. In the event of a severe weather warning, rescheduling should occur 4 days prior to the booking. Bookings which are paid in full that require cancellation due to severe weather, where practicable, will be re-scheduled within a 3 month period.

In the event of rain or bad weather for picnics, alternative plans or rescheduling should occur 4 days prior to the booking so no extra costs are incurred. Bookings which are paid in full that require cancellation due to bad/severe weather, where practicable, will be re-scheduled within a 3 month period. Additional costs for all the perishable items e.g. flowers, food etc. will be incurred if cancelled less than 48 hours prior to the event. Rescheduled dates are subject to availability.

The company reserves the right to cancel the booking on reasonable grounds within any period leading up to the event. In the event this occurs, the customer will be refunded in full with the exception of where the customer has failed to fulfil their obligations within these terms & conditions.

7. Use of Equipment

All Equipment supplied on hire is the property of the Company.

The Customer is responsible for the security of the Equipment until such time as it is returned to or collected by the Company and warrants that the Equipment will be returned in good working order & condition to the Company.

The Company makes no representation that specific requested Equipment will be available to meet every booking. Availability of specific Equipment to meet each order is subject to the timing of that booking.

The Customer shall pay for all equipment damage or loss however caused during that period. Damage includes but is not limited to;

- Improper use of equipment;
- Disappearance of the equipment;
- Damage to, or loss of, the equipment from any unknown cause.
- Cigarette burns or cigarette smells on any bell tents, furniture or décor items. Smoking is not permitted on or near the property of Moon & Star events
- Red wine or other staining product spillages or stains on any part of the bell tents, furniture or décor items.

With the exception of those provided by the Company, no candles, fires or other flammable properties are to be lit during the booking.

In the event of the Equipment being stolen from the booking site, the Customer shall notify the Company in writing stating the full circumstances of the theft and the time the police were notified. The Customer shall also indemnify the Company for any such loss of the Equipment at the current replacement cost of the Equipment, and must pay that cost to the Company on demand.

All hired equipment must not be relocated from the designated place of set up by the company.

The Customer warrants that all equipment will not be left unattended for the duration of the booking.

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the Customer and the Customer agrees to keep the Company indemnified in respect thereof.

In order to retake possession of the equipment, it shall be lawful for the Company to enter into or upon any premises where the same may be and the Customer hereby agrees to indemnify and to keep indemnified the Company against all liability and against all actions, suits, proceedings, claims, demands, costs and expenses howsoever incurred by the Company arising from the Company's entry into or upon any premises in exercise of its rights of repossession.

Any person agreeing to a booking and its terms and conditions on behalf of the Customer hereby agrees that he or she has the authority of the Customer to make this agreement on the Customer's behalf and has the Customer's permission to bind the Customer's to this agreement and hereby compensate the Company against all losses and cost incurred by the Company arising out of the person signing this agreement failing to have such power and/or authority.

Where the Customer is more than one person liability shall be joint.

It is the Customer's responsibility to check that all items listed on their booking form are correct and to notify the Company of any errors prior to final payment. The Company takes no responsibility for errors which occur as a result of a failure to do so.

In the case that a bond has not been paid, or the damages exceeds the amount of bond paid, Moon & Star Events reserves the right to recover additional costs to cover damage by any and all means necessary.

The Company makes no representation as to the suitability of the Equipment for a particular need or event, and it is the Customer's responsibility to make that judgment on its own behalf.

The Customer shall be responsible for giving any local, other authorities or campsites any necessary notice of their intention to occupy an area within the authority's locality and shall pay all fees in connection therewith. In the event that the Company incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out its obligations under these terms the Customer shall be solely responsible and shall indemnify the Company for any such loss, costs or damages.

8. Additional Equipment

If after commencement of hire by the Company any specification changes are requested, the cost of such changes will be borne by the Customer.

9. Advertising

The company logo or photographs of the company equipment must not be used in any promotional or advertisement material for any event without prior consent from Moon & Star Events

Moon & Star Events has the right to all photos taken at the booking for advertising purposes.

Any additional signage on the booking site must be pre-approved. Signs must be removed immediately after the event.

10. Goods & Services Tax/Stamp Duty

Where applicable the Customer will be charged in accordance with current Federal and State legislation.

11. Jurisdiction

These terms and conditions are governed by the Laws of Western Australia and the Customer and the Company submit to the jurisdiction of the courts of that State.

12. Force Majeure

An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the Company and which by the exercise of reasonable diligence to the Customer and was not unable to prevent provided that event or circumstance is limited to the following:

- outbreaks of disease or epidemics
- cyber or ransomware attacks
- war or acts of terrorism
- civil war or disorder
- earthquakes or hurricanes
- acts of government authorities

If Moon & Star Events is unable to perform an obligation under this agreement because of a Force Majeure Event, then:

- (a) (i) as soon as reasonably practicable (and in any event no later than [5] Business Days) after the Force Majeure Event arises, Moon and Star Events must notify the Customer of the extent to which Moon and Star Events is unable to perform its obligation;
- (b) (ii) where a Customer complies with clause (a)(i), that Moon & Star Events obligation to perform those obligations will be suspended for the duration of the delay arising directly out of the Force Majeure Event; and
- (c) (iii) in all cases, the parties must use their best endeavours to minimise the impact of any Force Majeure Event.
- (d) Neither party is excused from any obligation to pay money because of a Force Majeure Event, despite any other provision of these Terms and Conditions.
- (e) If a delay by either party arising directly out of a Force Majeure Event continues for more than [30] Business Days, the other party may, at its discretion: (i) reject the event affected by that Force Majeure Event by giving [10] Business Days notice to the delaying party; or (ii) terminate the agreement by giving [10] Business Days notice to the delaying party