

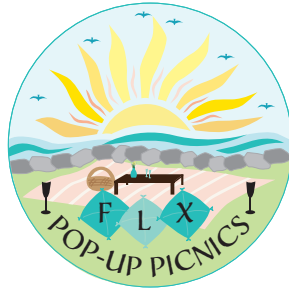
## Terms & Conditions

### Payment Details

- A non-refundable deposit of 50% of the Customer's contracted package is required to secure a date at the time of booking.
- Full Payment is due 14 days prior to the Customer's scheduled picnic date.
- Payment details can be found on the invoice sent to the Customer via email.
- The event set up will not occur without prior full payment.
- If payment in full is not paid two days before the event- the event will be cancelled, and no refund will be given.

### Cancellation & Refunds

- Due to our high number of bookings, deposits are non-refundable as we have held your date and turned down other events to do so.
- Refunds are not available for services provided but not utilized by the Customer.
- Please book carefully as we do not provide refunds due to change of mind or wrong decisions.
- In the case of poor weather, the Customer's event may be re-scheduled to another date at no cost pending availability.
- Emergency cancellations must be made 48 hours prior to event or full cost of picnic will be forfeit.
- Rescheduling of the Customer's picnic will only be permitted once.
- A second cancellation forfeits the full amount of the Customer's picnic cost.



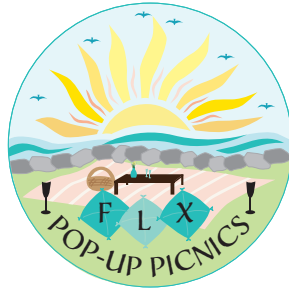
- If you have any concerns, please contact us.

## Wet Weather

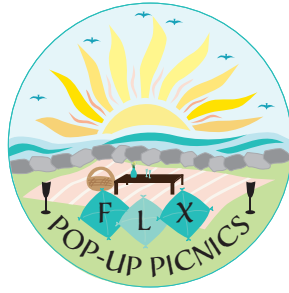
- Sunshine is not always guaranteed in Upstate NY, and our priority is to continue to make your special day fantastic.
- We do require a backup event location (preferably indoors) where we can continue the event as planned.
- In the event of bad weather, The Customer agrees that FLX Pop-Up Picnics can request a location change due to predicted weather and for security of the property and safety of staff, may refuse set up should an alternative location not be sought.
- It is the responsibility of the customer to source an alternative location.
- 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 72 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 fulfill their obligations within these terms & conditions.

## Use of Equipment

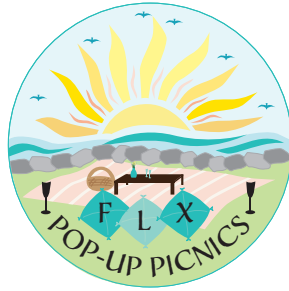
- All Equipment supplied on hire is the property of FLX Pop-Up Picnics.



- Any damage, loss or extensive cleaning will result in a fee to The Customer.
- The persons hosting the event shall be responsible for any loss or damage to any items such as platters, ceramic bowls/plates, vases, props and other decorations. Fees will apply for replacement at the full cost of purchasing a replacement. These fees are payable within seven days of such loss or damage unless agreed otherwise.
- 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 on any furniture or décor items. Smoking is not permitted on or near the property of FLX Pop-Up Picnics
  - Red wine or other staining product spillages or stains on any furniture or décor items
- Apart from battery powered candles, 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/she has or they have the authority of the Customer to make this agreement on the Customer's behalf and has the Customer's permission to bind the Customer 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.
- The Customer shall be responsible for giving any local or other authorities 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.

### Hire Obligations

- Unless otherwise agreed by the Customer and the Company, all sitting times are for a 2-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.

### 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 \$25 per hour if scheduled in advance and \$40 per hour day of time extensions.

### Advertising

- FLX Pop-Up Picnics has the right to all photos taken at the booking for advertising purposes.