

## 1. Definitions

- “Hirer” refers to the individual, business or organisation hiring the Equipment.
- “Company” refers to The Putt Project.
- “Equipment” includes all hire items such as mini golf courses, putters, balls, obstacles, signage, lawn games and accessories.
- “Hire Period” means the full event duration of the booking, including setup and pack down.

## 2. Booking Confirmation

- Bookings are only confirmed once a 50% deposit is received and a confirmation email is issued by the Company.
- Tentative or verbal holds do not secure your date.

## 3. Deposits, Bonds & Payments

- A 50% deposit is required to confirm your booking.
- The remaining balance is due no later than 7 days before the event.
- Bookings made within 7 days of the event must be paid in full at time of booking.
- Failure to make payment by the due date may result in cancellation of the booking at the Company’s discretion, with cancellation fees applying as per Section 4.
- A refundable security bond may be required depending on the type or size of the event. This will be advised at time of booking.
  - Bond amounts vary (e.g. \$50-\$200) depending on event size/risk.
  - Bonds must be paid at least 7 days prior to the event. Bookings made within 7 days of the event, the bond must be paid in full at time of booking.
  - Bonds are refunded within 3-7 business days, provided the Equipment is returned in good condition, with no loss, damage or breach of terms.
  - Any required cleaning, repairs, or replacements will be deducted from the bond. If costs exceed the bond, the Hirer is liable for the difference.

## 4. Cancellations & Refunds

- Cancellations must be made in writing.
- Refunds are provided based on notice period and at the Company’s discretion subject to Australian Consumer Law.
  - More than 60 days: Credit valid for 12 months (subject to booking availability) or Full Refund of paid balance, less a \$50 cancellation fee
  - 30 days to 60 days: Credit valid for 12 months (subject to booking availability) or 50% Refund of paid balance, less a \$50 cancellation fee
  - Less than 30 days: Credit valid for 12 months (subject to booking availability), No Refunds
- In the case of severe weather or emergencies, we will work with you to reschedule. If rescheduling is not possible, a credit or partial refund may be offered at our discretion.

## 5. Delivery, Setup & Collection

- The Company delivers and sets up, pack up and collects all Equipment at agreed times. The company requires access to event location up to 1 hour prior to agreed event start time and up to 1 hour after agreed event finish time for setup and pack down processes.
- Setup area must be level, safe, and vehicle-accessible within 40 metres
- The Hirer must ensure the setup site is:
  - Free of obstacles
  - Clear of animal waste or hazards
  - Suitable for Equipment (e.g. no steep slopes or uneven surfaces)
- Waiting or delay fees may apply if the site is not ready at the agreed time.
- Deliveries outside 40km from Mount Barker will incur a charge of \$1.50 for each kilometre past 40km both ways. This is at the discretion of the company.

## 6. Use of Equipment

- The Equipment must only be used for its intended purpose.
- The Hirer is responsible for Equipment for the full duration of hire.
- Equipment may not be moved or relocated without permission.
- Children under 12 must be supervised at all times.
- The Company reserves the right to refuse setup in unsafe environments.
- The Equipment must not be sub-hired, loaned, or used by any third party outside of the booked event.

## 7. Extended Hire or Overtime

- Extra time on the day may be accommodated if requested and available.

- Overtime charges may apply at \$50 per 30 minutes.

## 8. Damage, Loss & Cleaning

- The Hirer is liable for any:
  - Damage to or loss of Equipment during the Hire Period
  - Excessive dirt, food and drink waste, animal and human waste, odours, mess or misuse
- Charges for repair, cleaning or replacement may be deducted from the bond or invoiced separately.
- Equipment is deemed accepted by the Hirer in good condition unless issues are reported immediately at the time of setup.
- An inspection will be completed after the event. The Hirer is welcome to be present.

## 9. Public Events

- For public events:
  - A bond is mandatory
  - Company staff must be present and additional hourly costs are incurred as stated on Hirer's invoice

## 10. Health, Safety & Hygiene

- All Equipment is cleaned and sanitized on a regular basis.
- The Hirer must maintain safe and hygienic use during the event.
- If government health restrictions impact the event, we will offer a reschedule or credit (valid for 12 months).

## 11. Weather Policy

- Mini golf is suitable for indoor and outdoor use, but extreme weather (e.g. heavy rain, high winds, extreme heat) may impact setup.
- We will attempt to adjust, delay or reschedule where possible.
- The Company reserves the right to cancel or modify the setup for safety.

## 12. Photography & Promotion

- The Company may take photos of event setups for marketing, unless the Hirer requests otherwise in writing prior to the event.
- We respect your privacy and will never publish images of guests or minors without permission.

## 13. Liability & Indemnity

- The Company is not liable for:
  - Loss, damage, injury or death caused by misuse of Equipment
  - Delays or issues caused by weather, third parties, or unsafe venues
- Use of Equipment is at the Hirer's own risk and the Hirer is responsible for the conduct and safety of all participants and guests.
- The Hirer agrees to indemnify and hold harmless the Company from any claims, damages, losses or expenses arising from the hire except to the extent caused by the Company's negligence.
- Nothing in these Terms & Conditions excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be excluded.
- Where the Company is permitted by law to limit its liability, the Company's liability is limited, at its option, to:
  - The re-supply of the services; or
  - The cost of having the services supplied again.
- This applies to the extent permitted by law.
- The Company maintains appropriate public liability insurance for its business activities.

## 14. Force Majeure

- The Company is not responsible for non-performance due to circumstances beyond its control, including:
  - Natural disasters
  - Government restrictions
  - Public emergencies
  - Acts of God
- In such cases, the Company will attempt to reschedule or offer a credit.

## 15. Governing Law

- These terms are governed by the laws of South Australia.
- Any disputes will be subject to the jurisdiction of South Australian courts.

## 16. Agreement

- By booking and/or making payment, the Hirer confirms acceptance of these Terms & Conditions.
- A copy of these terms is provided with your booking confirmation or available on our website.

These Terms & Conditions constitute the entire agreement between the parties and supersede all prior discussions or representations.

By signing the 'Hire Agreement' you agree to the above Terms & Conditions