

# BOOKING TERMS AND CONDITIONS

## 1. Introduction

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to “us”, “we” and/or “our” in these Booking Terms and Conditions shall mean the owners of “Hello Lucy Lou”, “Louie”, “Luna” and “Vinnie”. By booking our service you are deemed to have agreed to these Booking Terms and Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking invoice.

## 2. Provision of Beverages

You are to provide all alcohol, mixers, soft drinks and water for your service unless otherwise agreed. Although we supply water at the bar in a dispenser, this is not enough to hydrate large guest numbers and long service times. To ensure your guests have adequate hydration whilst drinking alcohol individual size bottled water is to be provided by you. A minimum of 3 bottles of water per guest is required. In extreme weather with temperatures above 34 degrees, this amount needs to be doubled. BYO means buy your own it does not mean your guests bring their own. All drinks are to be prechilled before our arrival time. A cool room is advisable for guest numbers over 40. The cool room is to be located close to the bar to avoid delays in drink service. If eskies/drink tubs are provided ensure that two thirds of the drinks purchased can be chilled down. Remember to supply enough ice to last the length of the service. We will recommend the amount of ice subject to length of service and weather conditions. We prefer beer to be served in bottles. If you wish for us to serve your beer in mason jars these will be supplied at an additional cost.

## 3. Bar Service

We provide bar service from the mobile bar. If table service is required, this is to be advised at time of booking. Additional staff will need to be engaged to cover this request. Our packaged bar service is of bottled or canned beverages only; champagne, beer, wine, cider and premixed spirits. If you require spirit or cocktail service this must be agreed to at time of booking. Cocktail service requires a mixologist, specialised barware, additional glassware, ice and staff to operate at full efficiency. Any alterations to quoted drink selection is to be received 4 weeks out from your event. Changes may result in additional fees. Failure to advise us of any change will result in refusal of service or incorrect glassware supplied. We provide self-serve station for soft drinks and water. Soft drinks to be served in cans. If large bottles of soft drinks are purchased, please supply cups. If you wish for us to serve and supply glassware for soft drinks this is an additional cost. We use disposable cups for the final 30 minutes of service to ensure we can collect all glassware at the conclusion of our service. Any glassware that is unable to be located at the event space at the conclusion of your event will be collected at a later date with travel fee applied and invoiced to you.

## 4. RSA Service

All alcohol is to be served by the Hello Lucy Lou RSA staff or as otherwise agreed at the time of booking. Our staff are trained in the Responsible Service of Alcohol and are obliged to ensure these laws are adhered to. Under the Liquor Act 2007 it is against the law to sell or supply alcohol to, or to obtain alcohol on behalf of, a person under the age of 18 years. If anyone looks under the age of 25 they will be required to show ID. We have a legal requirement to refuse service of alcohol to any guest considered to be intoxicated. Intoxicated guests are either cut off or paced when required, with any uncooperative guest(s) being refused further service. No self-service of alcohol is allowed at any time during the event. All alcohol is to be in the possession of the bar, any individuals that bring their own alcohol are required to relinquish all alcohol to the bar staff until the end of the event, where it will be handed back. We reserve the legal right to cease service, close the bar and remove bar staff from site if you or your guests act in a way that means



the conditions of our liquor license and RSA legislations are breached. Whilst we are at your event the mobile bar becomes a licensed venue, therefore all licensing laws apply as they would for a bricks and mortar bar. We have Zero Tolerance for intoxicated guests. No shots, doubles or neat drinks will be served. We are unable to offer individual spirit service; in our experience this creates discontent with your other guests and creates confusion at the bar especially if these individuals are drinking the same drink but from different bottles. Exception for the Bride, Groom or Parents of the Bride and Groom.

## 5. Taxes and Surcharges

Surcharges apply for services that are booked on Public Holidays, Christmas Eve, Christmas day and New Year's Eve and after 12.00am. If travel to your event is required on a public holiday ie: Good Friday to service your event on the following day Easter Saturday and travel home on Easter Sunday this will be taken into consideration and charged accordingly. All prices advertised are free of GST.

## 6. Booking on Behalf of Others

By booking on behalf of another person, you are deemed to be the designated contact person for the booking. This means that you are responsible for making all payments due in connection with your booking, notifying us if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another party is complete and accurate and we will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

## 7. Accepting of Booking

If we accept your booking, we will issue an invoice for payment. A contract will exist between us from the date we receive the 50% Booking Deposit.

## 8. Booking Deposits

Subject to our rights under the Australian Consumer Law, all deposits are non-refundable for changes of mind or cancellations by you. We cannot guarantee a booking date until we receive your 50% deposit. You must pay the applicable 50% booking deposit within 5 business days as acceptance of your booking and the quote, or it will be cancelled.

By paying the non-refundable deposit, you acknowledge and understand that the deposit represents the reasonable opportunity and administrative costs of making your booking and that all other bookings have been turned away.

## 9. Glassware

Our services include the appropriate number of glasses for your occasion. We operate as an eco-friendly business, to reduce our carbon footprint we ask your guests to recycle their glassware during your event where possible. For events with large numbers of guests and events over extended periods we will recommend additional glassware and staff to manage glassware as required. Due to vehicle capacity limitations, we are unable to offer additional glassware for table settings. If your venue has a no-glass policy, we need to be informed of this at the time of booking.

## 10. Glassware Security Deposit

This relates to Champagne Towers and Dry Hire only. A refundable glassware security deposit of \$150 is required for all booking including glassware when dry hiring "Louie" or "Vinnie" or when a Champagne Tower is requested. The security deposit must be paid for prior to glassware being provided. You are liable for any loss or damage caused by yourself or your guests to our equipment during your hire. Any glassware that is unable to be found at the event space at the conclusion of your hire will be deducted from this security deposit. |



## 11. Guest Numbers

You must notify us of all guests in attendance. Guest numbers must be confirmed 4 weeks before the date of your booking. Increases in guests' numbers will incur additional fees. Failure to advise us of any increase will most certainly cause delays in service and shortage of glassware. Due to RSA laws your bar will be closed, and service will not continue until further staff are engaged.

## 12. Final Payment

Final payment of the remaining balance is required no later than 4 weeks prior to your event unless otherwise stated. Services booked within 4 weeks of the event must be paid at the time of booking. We reserve the right to deem your booking cancelled if evidence of final payment is not received before the date of your event.

## 13. Drinks Menu

Please note that while we endeavour to display the drinks as by your request received 4 weeks prior to your event, should any alterations be made on your behalf to your drink selections last minute we are unable to guarantee the correct display or glassware will be supplied.

## 14. Rubbish

You are responsible for the disposal of all rubbish and disposal at the end of the event. We will organise all rubbish and recycling of cans, bottles, cardboard on supply of designated bins. These are to be setup prior to our arrival.

## 15. Permits and Consents

If the event is on public property, you are responsible for obtaining relevant permissions and permits from Council. We require a copy of this at least two weeks prior to your event. If the event is at a venue, you are responsible for gaining permission from the venue, and ensuring we are notified of any conditions or requirements at least two weeks prior to the event. If the event is to be held on private land, you are responsible for obtaining permission from the landowner.

## 16. Access & Setup

You must provide safe and proper access to the event up to two hours prior to service start. You must describe the access and the desired exact location of the mobile bar. You must inform us of any dirt roads, tight turns or any obstacles experienced by the tow vehicle and caravan combined. This will ensure adequate time is allocated for travel and setup and prevent delays to service start times.

We require a flat spot, close to your event. If the chosen location is not suitable/safe for our mobile bar we will choose the closest possible flat surface. If you require lights and usage of our bar fridges, you are to provide power within 30 metres. Where power is not available you must advise us at the time of booking. A generator may be hired for an additional fee.

If you wish to have an additional service area, or have the bar moved during service, this is to be discussed at the time of booking. A \$250 charge will be incurred if the bar is to be relocated during service or if an additional service area is requested on the day.

## 17. Measurements for Tow vehicle and Mobile Bars:

"Tow" vehicle: Length 5.5 metres x Width 2 metres x Height 2 metres

"Hello Lucy Lou" Mobile Caravan Bar: Length 4.3 metres x Width 2 metres x Height 2.3 metres

"Louie" Tipple Bar: Length 2.7 metres x Width 1.35 metres x Height 1.6 metres

"Luna" Gelato Bar: Length 2.7 metres x Width 1.35 metres x Height 1.6 metres

"Louie" Tap Truck: Length 2.7 metres x Width 1.35 metres x Height 1.6 metres



## 18. Parking

We require a loading space for the towing vehicle and trailer in close proximity to the desired setup position. Two parking spaces will be required to accommodate this. You must advise us if we are required to disconnect our trailer to park. If you do not let us know that we will be required to disconnect our trailer prior to the event, a \$150 charge will be incurred. In the event that two parking spaces are not identified and available to us upon our arrival, the beginning of your service will be delayed. Please note under no circumstances will we park illegally to service your event. In some circumstances alternative arrangements can be planned if two spaces are not available onsite.

## 19. Shelter

You must provide our staff with shelter from the weather as per OH&S requirements if you are using our pint-sized tipple or gelato bars. We reserve the right to refuse service if adequate shelter is not provided from the sun, rain and inclement weather. We can provide a 3mx3m white pop-up gazebo at an additional cost. All Plan B changes due to weather conditions are to be decided prior to drop off or on the morning of the event. Once the bar is stationary and set in position it cannot be moved.

## 20. COVID-19

In the event that government restrictions prevent your booking from going ahead on the date booked for the number of guests booked, your booking deposit is transferrable to the new booking (subject to availability). Any additional payments made can be used as a credit. This next booking must be made strictly within 365 days from the date of notification. We advise you to re-book as soon as possible to avoid disappointment. Confirmation of your request should be in writing. We are unable to repeat this offer, if this second booking (agreed date) does not proceed within the 365 days. Regardless of the circumstances, we cannot offer a full refund under the Australian Consumer Law who Hello Lucy Lou's terms are dictated by. The booking deposit cannot be referred to any future booking after the 365 days. If your new booking is made in the following year, we are unable to guarantee our annual price rise will not affect this booking.

If it is possible for your booking to proceed as booked, and you wish to change or cancel your booking, this will be deemed cancellation due to change of mind.

## 21. Cancellation by You

Subject to our rights under the Australian Consumer Law, all deposits are non-refundable for changes of mind or cancellations by you. A booking is deemed cancelled at the time written confirmation of the cancellation is received. The following cancellation fees apply to all bookings detailed below.

- i. Cancellations of our supply and services within 12 weeks of the booked date will incur a 50% fee.
- ii. Cancellation of supply and services within 4 weeks of the booked date will incur a 100% fee.
- iii. Changes from agreed booked date to future date will incur a rebooking fee of \$250.00 out of the above guidelines
- iv. Failure to identify and inform us of any obstructions that prevent our equipment from being safely transported into the event space or the occasion or venue is not as discussed will deem your booking cancelled and a 100% fee will be incurred.

## 22. Cancellation by Us

If we cancel your service, we can transfer amounts paid to an alternate date or issue a full refund.

## 23. Force Majeure

Except where otherwise expressly stated in these booking conditions, we will not accept liability, pay any compensation or offer a refund where the performance or prompt performance of our contractual obligations are prevented or affected by, or you and your event otherwise suffer any



damage or loss as a result of force majeure. In these booking conditions, 'force majeure' means any event which we, as the supplier of the service, could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, epidemics, fire, flood, unprecedented traffic events and incidences and all similar events outside of our control. It is your responsibility to have a plan B and inform us prior to our arrival.

#### **24. Liability**

We will not accept liability or pay any compensation if you, your property or the property of a third party suffer any damage or loss when transporting our bars at your direction. We will make every effort to complete the setup of the bars on or before the commencement of the service period, provided that you have complied with undertakings set out in paragraphs 16 and 17. If the Equipment is not erected before the commencement of the service period you shall have the right to withdraw. If the bar is not erected because of delays due to weather or other circumstances beyond reasonable control, we shall not be liable to pay further compensation to the you.

#### **25. Photos and Marketing**

We reserve the right to use and release all photographs, videos or other recording media in which our mobile bars are in, or a part of. You grant us a perpetual, royalty-free, irrevocable licence to use such images for publicity and promotional purposes. There shall be no expiration period for this permission

#### **26. Applicable Law**

The laws of New South Wales, Australia govern these Booking Terms and Conditions to the fullest extent allowable. Any disputes in connection with our service or these Booking Terms and Conditions must be initiated in the courts of New South Wales, Australia

#### **27. Extension of Service**

Any requests to continue service after the agreed end time, the cost being 1.5 times the normal rate, are to be paid immediately.

#### **28. End of Service**

All excess alcohol will be removed from the mobile bar and packed away at the end of agreed service time. You are to provide empty tubs for transferring of loose drinks.

We will notify you of any glassware that is unable to be located at the conclusion of service. Any unaccounted glassware will incur a charge of \$2 / glass. We reserve the right to offer collection of glassware located at the venue at a later time for an additional fee.

Exit from the event is required immediately after bar pack down. You are to inform us at time of booking if this is not possible. A fee will be charged per hour for any wait time.

**Please take your time to read through these booking terms & conditions carefully, contact us should you have any questions. If you have read and understood the terms and conditions set out below by agreeing to our quote and paying our fees you accept them in their entirety. We reserve the right to change these Terms and Conditions where applicable and make available on our website for public viewing.**

