



## TERMS AND CONDITIONS

### 1. Acceptance

- (a) These terms and conditions are set out by Mubble (ABN 47 509 463 295)
- (b) Payment of your deposit confirms that you agree to these Terms and Conditions.

### 2. Collection Notice

- (a) We collect personal information about you in order to enable you to access and use our service, to contact and communicate with you, to respond to your enquiries, to process your orders for the products and for other purposes.
- (b) We may disclose that information to third party service providers who help us deliver our services (including information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators and our business partners) or as required by law.
- (c) We will use your information in accordance with Australian Privacy Laws.

### 3. Availability

- (a) In the unforeseen event that we cannot supply an elected flavour choice on your event day, we reserve the right to substitute the flavour choice with a different one. A refund of \$30 will be issued to you in the event of an unmatched flavour choice.

### 5. Price and Payments

- (a) You must pay us the full amount as set out on the Quote/Invoice 30 days prior to the event date.
- (b) If full payment has not been received 30 days prior to the event date, we reserve the right to cancel the booking and the deposit will not be refunded.
- (c) Should the event fall on a public holiday, additional charges will apply to transport and labour costs to allow for holiday rates.

### 6. Provision of Service

- (a) Service times are limited strictly to what was confirmed in writing at the time of booking. In the event that you or the venue are not ready for us to begin service at the agreed upon time, we reserve the right to finish service at the original time confirmed on booking.
- (b) If you need to change the venue, please notify us immediately in writing and additional costs may be incurred, or your booking may be cancelled and a refund may or may not be given accordance with the refund policy set out in these Terms (9b).
- (c) If you do not specify between the use of cups, cones or both we reserve the right to use either or both as we see fitting or subject to availability.
- (d) Any specialised dietary requirements must be made in writing two weeks prior to the event. Please note that we do not operate a nut or gluten free kitchen. Please assume that our product may contain dairy, eggs, gluten, nuts, soy or other allergens.
- (e) Abusive, aggressive behaviour will not be tolerated and if our staff feel threatened in any way or fearful for the potential damage of machinery and equipment, we reserve the right to leave the premises immediately and no refund will be given.
- (f) We aim to keep our service time as close as possible to the agreed upon time but this may not always be possible due to circumstances that may arise.

### 7. Venue Permission and Accessibility

- (a) It is your responsibility to gain permission from the venue for the attendance of Mubble at the event. If we are refused entry the booking will be lost and no refund will be issued.
- (b) Accessibility to Mubble for the chosen event venue must be confirmed by you prior to paying the deposit. You must confirm there is accessibility meeting the requirements of Mubble in terms of both vehicle and cart access. This includes providing in writing information about:

(1) Any steps, steep hills, narrow passageways/doorways (less than 1.1 meters) etc.(c) Our carts cannot be lifted over steps or obstacles and it is your responsibility to ensure there are no steps or any other obstacles that prevent access to the event. We reserve the right to leave your event in this case and no refund will be provided.

(2) You must provide an easily accessible car space for our vehicle within a reasonable distance to the final position of the cart. If no such car park is available we reserve the right to leave your premises and no refund will be given.

(3) We will not be held liable if you do not provide accurate accessibility information. In the event we cannot safely access the event we reserve the right to refuse service and no refund will be issued. Safe access is entirely made at our discretion.

(4) We reserve the right to refuse any cart or vehicle manoeuvre at our discretion that may be difficult or put any persons (including but not limited to staff and guests) or machinery and equipment at risk.

#### 8. **Insurance, Damage and Liability**

(a) We carry public liability insurance to the value of 20 million dollars. However we recommend that separate event insurance be purchased to cover against such eventualities as inclement weather, theft, equipment failure and any other unforeseen incidents.

(b) You accept full responsibility for the condition of all hired items during the hire period. You will be responsible for any damage incurred or loss of said items. Repairs or damaged items will not be undertaken without the written authority of Mubble.

All missing items or those damaged beyond repair will be paid for at current retail value.

(c) In the event of an unforeseen accident or machinery breakdown or other circumstance which may affect schedule or our ability to fulfil the booking we will not be held liable for compensation beyond the cost of the booking.

(d) In the event of a major force (including but not limited to fire, casualty, riot, war or other enemy action, act of God, strike, lock out or labour conditions) which prevent the event, no refund will be issued.

#### 9. **Cancellations and Refunds**

(a) Cancellations and or changes must be made in writing.

(b) All cancellations made after written confirmation and payment has been received will be subject to the following:

(1) No refund of deposit will be made for cancellations within 60 days prior to the event date.

(2) No refund will be issued for a cancellation within 30 days prior to the event.

#### 10. **COVID-19**

(a) In the event that Victorian Government restrictions change in response to COVID-19 and your event is directly prohibited from going ahead as a result of these changes:

(1) We will provide a full refund minus an administration fee of \$100 provided cancellation is confirmed in writing to us within 48 hours of your event.

(2) Any change that does not directly prohibit your event from occurring (e.g. impacts to your guest list, border closures or other travel rules preventing overseas, interstate or local visitors) will be subject to the usual refund policy outlined in these Terms (9b).(b) As long as it is required by the Victorian Government we will have a COVID safe plan in place and in use at events.

#### 11. **Limitations**

(a) Despite anything to the contrary, to the maximum extent permitted by law:

(1) our maximum aggregate liability arising from or in connection with the Terms (including the products and/or the subject matter of the Terms) will be limited to, and must not exceed, the portion of the Price paid by you to us for the products the subject of the relevant claim; and

(2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.(b) Despite anything to the contrary, to the maximum extent permitted by law, we will have no liability, and you release and discharge us from all liability, arising from or in connection with any: