Terms and Conditions

Please read our terms and conditions carefully. Once you have made a booking with Slushy Mania, whether it be via phone, message or email, you accept and agree to our terms and conditions. If you have any questions or do not understand any of the terms and conditions, please feel free to call us for an explanation.

Definitions:

The Supplier shall refer to "Slushy Mania" from here on in. The hirer entering into the contract will be referred to as the "hirer" from here on in.

- 1. The hirer enters into a contract and agrees and accepts the terms and conditions from the date they make a booking with the supplier.
- 2. A 50% deposit is required at time of booking.
- 3. Cancelled bookings outside of a 72 hour period from the event date incur a nonrefundable charge of 50%. Bookings cancelled within a 72 hour period incur a 100% cancellation fee.
- 4. The person who has made the booking is liable for all payment. Payment will be required before the event via EFT or Cash is the only method available on the day. The hirer must have the correct money for final payment. If that hirer or representative for that hirer is not there to provide the cash on delivery, we reserve the right not to deliver the equipment.
- 5. Slushie machine delivery is free within 35kms of Liverpool. Deliveries outside this zone may incur a delivery charge, please email, message or call for pricing.
- 6. The hirer agrees to have a suitable table or bench top to place the machine on that can support up to 60KG. If the table collapses or falls, the hirer is responsible for any damages caused to the machine or persons. Plastic trestle tables or glass tables cannot be used.
- 7. All equipment is to be kept under a permanent shelter or marquee with side walls. It is not to be kept under a tarpaulin or in the open air. Slushie machines work best at ambient temperatures below 30 degrees. The machine may not be as effective at ambient temperatures above 30.1 degrees.
- 8. If the Slushie machine does not freeze due to the environment it has to be placed in (e.g. cramped area, no ventilation, and non air-conditioned area) or if the power supply is not suitable to keep the machine running, the hirer will still be required to pay the full amount.
- 9. Supplier may request a bond to cover for any damages, theft or inability to access the equipment to be picked up at the agreed time.
- 10. All mix come as non-alcoholic, and the hirer assumes responsibility in the responsible service of alcohol if they add alcohol to the machines.
- 11. The hire is for one day unless agreed upon mutually in writing by both parties. Failure to return the equipment or inability for our drivers to access the equipment for pick up will incur a daily charge for the equipment for any days beyond the agreed hire period. Any additional charges incurred will be invoiced.
- 12. The hirer accepts full responsibility for the equipment once they take possession of the equipment. The hirer is liable for the replacement cost of any equipment that is stolen, goes missing, is vandalised or broken. The hirer is liable for any damages caused to the equipment.
- 13. The hirer is responsible to take delivery of the equipment at the nominated date and time. If the hirer fails to be there at that time, an additional delivery fee will be charged to re deliver the equipment at another time.

- 14. Delivery of all equipment is at ground level only. Extra charges also apply for stairs, steep descents and going up levels in buildings. The hirer is responsible for telling us via email if the delivery has any of these conditions. Failure to do so will result in extra charges, and in extreme cases refusal to deliver. Extra charges will be payable on the day in cash.
- 15. Slushy Mania reserves the right at any time to change the list of flavours available or prices on the website.
- 16. Slushie machine deliveries and pickups are done at an agreed time. Pickups on the same day/night can be arranged at time of booking.
- 17. Hirer must provide a standard power point, and any extension cords needed to have power within 2m of the machine. Power boards cannot be used as the machines draw too much power for them and can cause them to cut out. For hires of more than one machine, you will need to run separate power cords for each machine.
- 18. Slushy Mania is not responsible if the mix leaks and stains tables, bench tops or carpet. The hirer is responsible and must provide a tablecloth or drop sheet should they want to protect the area where the machine will be in use.
- 19. The hirer assumes proper knowledge in the operation and handling of the equipment and follows WOH&S policies and does not hold Supplier responsible for any injury caused to themselves or others.
- 20. The equipment remains the property of Supplier at all times. The hirer may not transfer this contract to another party without written consent of Supplier.
- 21. The hirer must inspect and check all equipment and notify Supplier at the time of delivery if there is any equipment missing, damaged or unfit for use. Failure to do so will see the hirer responsible for any damages or missing equipment upon pick up.
- 22. Hirer agrees to defend, indemnify, assume liability for and hold Supplier harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the use of the Equipment, regardless of the basis.
- 23. Supplier reserves the right to change the prices at any time without notice.
- 24. The terms and conditions can only be amended by Supplier.

