

# **Beyond the Lounge Ltd.**

## **RENTAL TERMS AND CONDITIONS**

*Our Terms and Conditions were last updated on August 25, 2022.* All contracts of the Rental agreement also called a Quote, Estimate or Invoice, shall be deemed to incorporate these Terms and Conditions with no variation or addition unless a Director of Beyond the Lounge Ltd. agrees to it, in writing.

### **1. BOOKINGS**

- a. Rentals are reserved on a first come first serve basis. Non – deposited quotes are good for 5 days. Once the Renter puts down the deposit along with the full event logistic itinerary, Beyond the Lounge no longer allows that availability to any other Renter.
- b. Beyond the Lounge requires a delivery time, pick up time and event start and end times to prepare an initial quote. If the Renter is unsure of the delivery time and pick up time, then event start and end times must be provided. By providing only event times Beyond the Lounge can still ensure your items will be delivered prior and picked up after your event in a timely manner based on the availability of Beyond the Lounge.
- c. If no times are given by the Renter during the initial quote request, from then on out Beyond the Lounge reserves the right not to guarantee the items will be delivered prior to the event in a timely manner.
- d. Beyond the Lounge requires a non-refundable deposit of 50% to hold your order up to a maximum of 2 years, then if for any reason the event has not taken place, the full deposit becomes surrendered to Beyond the Lounge and the quote becomes null. A detailed final paid invoice is sent to the Renter.
- e. Quote balance is due 5 business days prior to event. Existing accounts are Net 10 day terms with credit card on file, if cheque payment is not received within the Net 10 day terms, the card on file will be charged.
- f. All orders must be reconfirmed and paid in full a minimum of 5 business days prior to the scheduled delivery time.
- g. Beyond the lounge requires a credit card to reserve the Rental items (hereinafter referred to as Rented Articles) requested. Should the furniture be damaged or has gone missing after delivery or Renter pickup (noted as client pickup on quote), repair and/or replacement of items may be charged to the credit card info provided.
- h. The Renter agrees to have all additional costs charged to the credit card info provided.
- i. The Renter agrees to make payment arrangements on or before 5 days before the rental period. If payment is not received by payment due date, it will be assumed that the balance is to be charged to the credit card provided.
- j. If the Renter has not given any credit card info, or if the credit card info they did give is denied, then the Renter is obligated to pay any outstanding balances by another form of payment due immediately or by an authorized date approved by a Director of Beyond the Lounge in writing.
- k. Beyond the Lounge reserves the right to make substitutes, with advance notice to Renter, for Rented Articles that may have become unavailable due to unforeseen circumstances.
- l. Beyond the Lounge expressly reserves the right at its absolute discretion to suspend or cancel any services (whether in whole or in part) under its contract with the Renter in any case where the Renter is in breach of that contract or in breach of any credit or payment arrangements, whether the same be under that contract or any other contract or arrangement between the Renter and Beyond the Lounge Ltd.
- m. Interest will be charged at the rate of 1.5% per month (19.56% per annum) on all overdue accounts, calculated as of the day of installation.

### **2. LABOUR RATES**

All quoted delivery, pickup, trucking and labour charges are estimates only. Beyond the Lounge provides complete setup and tear down included within this cost.

- a. Final Invoice will be based on actual time on site.
- b. Local Delivery and Pick-up is based on up to 1 hour on site, unless otherwise indicated on the quote.
- c. Additional charges will be applied to after-hours, Sundays, Statutory & Holidays and circumstances out of the control of Beyond the lounge including but not limited to extra time onsite. These include but are not limited to venue access restrictions.
- d. Delivery can be arranged prior to event and picked up after the event with no additional rental charge.
- e. Additional charges apply for large items, large quantity, deliveries that involve stairs, some elevators or if items need to be carried more than minimal distances.
- f. All pricing is based on time out, whether used or not

### **3. WAREHOUSE PICKUPS & RETURNS**

The Renter is responsible for ensuring load is securely fastened with straps and protected with blankets in an enclosed vehicle. Tarping the load is not acceptable as that is not considered as an enclosed vehicle. Beyond the Lounge reserves the right to refuse releasing inventory if the potential for damage is too great. There will be a 25% restocking fee if inventory is not authorized for release. Additional charges will apply if items are returned later than the contracted return date and time.

### **4. DATE CHANGE & CANCELTION POLICY**

Beyond the Lounge is able to accommodate a maximum of only 2 date changes within a 2 year term. If another date change is required, the quote becomes null and void and the deposit becomes surrendered to Beyond the Lounge.

#### **DATE CHANGE POLICY:**

- a. If changed with less than 30 days' notice, 10% of the total quote will be charged to the final invoice.
- b. If changed with less than 15 days' notice, 25% of the total quote will be charged to the final invoice.
- c. If changed with less than 48 hours' notice, 50% of the total quote will be charged to the final invoice.

#### **DATE CANCELTION POLICY:**

- d. If canceled at any time prior to 5 days' of the event, the full non-refundable deposit is surrendered and a final detailed paid invoice will be sent.
- e. If canceled at any time within 5 days' of the event, the remainder of the quote is charged to the final invoice.
- f. If canceled after fully pre-paid at any time prior to 5 days' of the event, the Renter will be refunded 50% of the fully paid invoice within 30 days' of Beyond the Lounge receiving the Renters cancellation.
- g. If canceled after fully pre-paid at any time within 5 days' of the event, the full payment is surrendered and a detailed final paid invoice will be sent to the Renter.

### **5. LAST MINUTE ORDERS, ITEM CHANGES & ITEM CANCELATIONS**

Beyond the Lounge Ltd. may be required to implement additional charges for last minute orders and keep the same charges for items already confirmed.

- a. 25% surcharge will apply on the entire order for items requested less than 48 hours from the delivery date.
- b. If any item(s) is cancelled or changed within 5 days prior to the delivery date, then the cost of the initial item(s) is still owed and will be charged to the final invoice.
- c. If 10 or more items are cancelled at any time, then the terms of the Date Cancellation Policy (section 4, subsection: d. e. f. g.) take effect.
- d. If special ordered item(s) are cancelled at any time after Beyond the Lounge placed the order from the supplier, then the full 100% cost of the item(s) including shipping and receiving costs will be charged to the final invoice.

### **6. LIABILITES**

The liabilities of the Renter commence at the time the Rented Articles are delivered to the site of the event or exhibition for which they are rented, or are collected from our premises, and continue until they are collected from the site by Beyond the Lounge or returned to our premises. During this time, the Renter will Keep, at the Renter's own expense, the said Rented Articles in good and substantial repair and condition, and in the event of any article being damaged beyond repair or lost by fire, theft or any other cause whatsoever, the Renter will pay Beyond the Lounge the full replacement value of the Rented Articles plus the original rental charge. In the event of any Rented Article being damaged and requiring repair, the Renter will pay the full cost of such repair. Please Note: The replacement value of the Rented Articles can be supplied upon request.

No liability shall attach to Beyond the Lounge for:

- Any delay, cancellation or failure to deliver by Beyond the Lounge due to unforeseen circumstances.
- Loss or damage howsoever caused to the Renters own property and or goods.
- Any dilapidation charges for fixing of floor or wall coverings to exhibition halls, venues or private residences.
- Any damage or injury caused by the use or misuse of any of Beyond the Lounge property.

## **7. ACCEPTANCE OF ITEMS**

It is the duty of the Renter to provide a duly authorized representative to accept the Rented Articles and to sign a delivery receipt for Rented Articles. If the Renter fails to provide for this, the Renter will not be permitted to dispute subsequently the facts of the delivery and be deemed to have accepted the delivery and these conditions.

