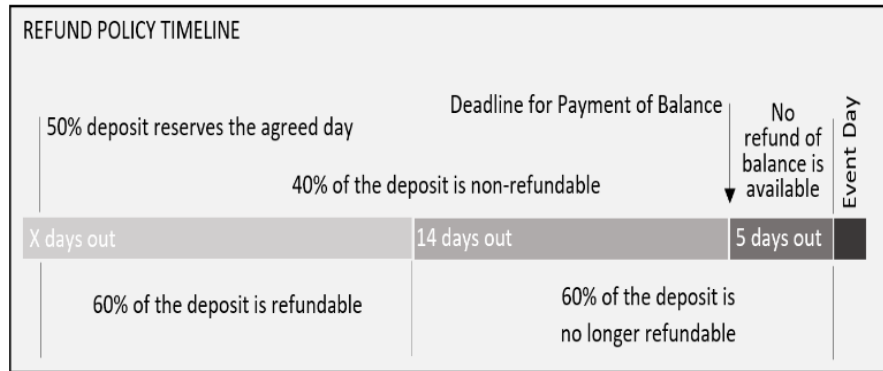


# Booking Terms and Conditions (v250820)

1. You can reserve your day by paying a 50% deposit. 40% of this deposit is non-refundable. 60% of this deposit is refundable if a cancellation is made more than 14 days (336hrs) prior to the reserved day and time.
2. Total fee balance (i.e. remaining 50%) is to be received by Alpaca Kisses<sup>®</sup> at least 5 days (120hrs) prior to the booked day and time.
3. Refund of any balance paid (not any of the 50% deposit) is available up until 5 days out from the event. No refund of balance paid is available if a cancellation occurs within 5 days of the booked event.



4. Failure to pay balance of fee by 5 days out will be deemed as a customer-initiated cancellation within 14 days. In such an instance Alpaca Kisses reserves the right to seek and secure an alternative booking for that day.
5. The deposit and balance are fully transferable to a third party provided the day and general nature of the event does not change and the new party pays any difference in service fee and agrees to these same terms and conditions.
6. As our alpacas have the capacity to work in many indoor settings, under marquee or from our branded van and awning there is no general provision for refunds based on 'non-preferred' weather conditions. In circumstances where the customer (via a call, text or email) cancels a booking within the window of 72 to 24 hours out from the event time due to the BOM forecasting a high chance of rain for the time of the event, Alpaca Kisses will allocate a credit to the customer to the value of the full fee minus 20%. To be eligible for this wet weather credit option the customer at the time of the reservation must indicate that for them wet weather would significantly detract from the 'alpaca interaction experience'. A wet alpaca is happy and friendly, but not so fluffy and cuddly.
7. If your whole function is relocated to a non-alpaca friendly venue or cancelled altogether due to hazardous weather conditions (i.e. official forecasts of temp >40 degrees or rain > 7mm/hr or wind > 60 km/h) we will refund 100% of all fees paid.
8. It is the client's responsibility to research and secure all the required permits for the event. Event required permits are a prerequisite to service delivery. No refunds are available in circumstances where permits have not been secured and/or the host venue, landlord or land manager refuses, restricts or limits alpaca access on the day.
9. Alpaca Kisses will do all that is reasonable to accommodate a venue change once booked. The service fee will be recalculated based on the distance to the new venue. If a booking fee has already been paid a credit or invoice will be generated accordingly.
10. Alpaca Kisses where possible will try and accommodate an on-site request by the customer to extend on-site time beyond what was booked. The customer agrees that if such overtime is granted they will be invoiced for an amount that is the difference between the existing total fee and a recalculated fee based on the extended hours plus an overtime levee of 30% on that difference. Please note our general on-site interaction time maximum policy of 2hrs.
11. The customer is responsible for issuing remuneration to Alpaca Kisses for any incurred parking or site access fees associated with the customer's event.
12. Alpaca Kisses will do all that is reasonable to provide the booked service. If for any reason Alpaca Kisses is unable to attend your event or miss a nominated critical event moment, Alpaca Kisses will issue a reasonable proportional refund.
13. Customer alpaca size, colour and fleece length preferences will be accommodated when possible, however no guarantee can be given to accommodating such preferences. No refunds are available for circumstances where the customer's preference is not met on the day.
14. If circumstances on the event day dictate that less alpacas than booked actively attended the event, Alpaca Kisses will refund a proportion of the paid fee to an extent that the adjusted fee will match the fee for the number of alpacas that did actively attend.
15. The customer accepts that during a commission (particularly ones over 1hr) the alpaca/s may need to be periodically removed from the event for a few moments to facilitate a toilet break, some cooling off (if a hot day) or release some built up angst or energy via a good prank or two.
16. The customer accepts that the service is animal based and as such there is by its very nature an element of unpredictability associated with animal behaviour on the day. Even though careful training has minimised this unpredictability there remains an element of risk and uncertainty.
17. The customer acknowledges that adherence to alpaca handler instructions is essential to minimising risk to the public, handlers and alpaca/s.
18. Alpaca Kisses and its personnel are at no time responsible for the behaviour management, safety, care or supervision of guests or any minors. Supervision of minors is the complete responsibility of their parents or allocated guardian/s.
19. Alpaca Kisses reserves the right to stop service or leave the venue/event (at its complete discretion) if it feels the environment and/or interaction with people (or other animals) is creating unacceptable risk or stress, to either the public, handlers or the alpaca/s. In such an event no refunds or credits will be issued if the antagonising agent is within the control of the customer (includes guest/host behaviour and venue condition) or could have been reasonably predicted by the customer or event host.
20. The image quality from an Alpaca Kisses' commissioned photographer is that achieved from a high-end mobile phone camera. The image quality and composition are fairly represented on the Alpaca Kisses website album, where all interaction images (unless credited to a 3<sup>rd</sup> party) have been taken by Alpaca Kisses. When Alpaca Kisses has been commissioned to supply alpaca interaction images, Alpaca Kisses undertakes to supply unedited image files within 72hrs.
21. As a condition to accepting to participate, you hereby acknowledge (via booking fee payment) that:
  - a. You will participate at your own risk and that you are aware that activities involving alpacas can be hazardous (refer [Petting Zoos and Personal Hygiene – NSW Health](#)) and that the servants, agents, representatives or volunteers of Alpaca Kisses accept no responsibility or liability for any injury or loss, including loss of life, that you may sustain as a direct or indirect consequence of participating whether such injury is a consequence of any act or omission by the servants, agents, representatives or volunteers. Except in regard to any rights you may have arising under the Trade Practices Act 1974.
  - b. You acknowledge that the safety precautions undertaken are a service to you and other participants but are not a guarantee of safety.
  - c. You understand that alpacas are unpredictable by nature, that when frightened their instinct is to, spit, kick-out and/or flee.
  - d. You consent to receive any medical treatment, including ambulance transportation that Alpaca Kisses or its agents believe is desirable during or after interaction.
22. At all times, the welfare of the alpaca/s will take precedence over event or commercial needs.