



**BIG DAY CO.**

*We create. You celebrate*

## EVENT PLANNER AND STYLIST

### TERMS AND CONDITIONS

Thank you for choosing **Big Day Co Events Pty Ltd** (hereafter “our”, “we”, “us”) for your special day. This is an Agreement under which you (hereafter ‘the Client’, ‘you’ or ‘your’) agree to use the Services (‘the Terms’) supplied by us.

Please read these terms carefully before booking with us or using our Goods and Services. The Terms below are important because they set out the rights and obligations of you as the Client, when using our Goods and Services (‘Your Booking’).

Your Booking is confirmed once we have received an executed copy of these Terms. However, where you fail to provide an executed copy of the Terms but proceed to use our Goods and Services or pay the required amounts outlined in Clause 3, 4, and 5, you confirm your agreement to be bound by these Terms. This agreement expressly supersedes prior agreements or arrangements with you.

#### 1. Scope of Services

1.1 We provide professional planning, coordination, and styling services outlined in these Terms including:

- On the Day Coordination
- Decorative Hire and Styling
- Wedding planning & styling
- Venue Sourcing
- Prop hire & Balloon Styling
- Florals
- Entertainment Sourcing and Management.

(hereafter ‘the Goods and Services’).

1.2 We offer these Goods and Services by way of package, which is outlined in our Itemised Quotation (‘the Quote’).

#### 2. Tentative Booking

2.1 You may tentatively book our Goods and Services for your chosen day by sending a written request reserving those Goods and Services for that specific date (‘your Booking Date’). When this is done, your Booking Date will be tentatively held for a period of 24 hours. Deposits must be paid within 24 hours otherwise your booking will go to next in line.

2.2 If you do not;

- i. accept these Terms;
- ii. pay the Non-Refundable Booking Fee outlined in Clause 3; and
- iii. pay the amount for Hire Items allocation in accordance with Clause 4; or
- iv. pay the amount required for any custom orders in accordance with Clause 5.

then your tentative booking will automatically lapse and will be available for another interested party to book us to provide the Goods and Services on your Booking Date.

- 2.3 It is the responsibility of you to check the invoice and ensure the items / services listed are correct. If you add items onto your booking please check you have received an updated invoice. Invoices are what we refer to for your final order.
- 2.4 Colours may differ on each device. This is due to filters, different settings and alternative items. Therefore, we cannot guarantee exact colouring unless and in person consult is scheduled.

### 3. Non-Refundable Booking Fee

- 3.1 You must pay a booking fee of 50% of the original quote for your Booking Date to be confirmed (**'the Booking Fee'**).
- 3.2 By paying the Booking Fee, you acknowledge and accept that the Booking Fee is not refundable. The purpose of the Booking Fee is for, but is not limited to, securing our Services for a specified date, related consultations, research, quoting, rent, licensing, insurances, administration and ongoing client management.
- 3.3 You understand that through booking the date, you accept that we will suffer loss by declining other work for that date, from the date that you agree to these Terms.
- 3.4 The Booking Fee is not transferable to another Booking Date or another type of goods or services (unless otherwise provided within the Terms).

### 4. Immediate Allocation of Hire Items

- 4.1 Where you make a Booking with us and require hire items to be provided to you in accordance with those hire items will be held upon payment of 50% of the total cost for these items.
- 4.2 You will then be required to pay the remainder of the full amount for these items in accordance with Clause 6 below.

### 5. Custom Orders

- 5.1 Where you make a Booking with us and require custom design, build or print of an item, structure, or any other material, you are required to pay the full amount for that custom design prior to any order for such Goods is made.
- 5.2 You acknowledge and accept that all monies paid for custom orders are non-refundable.

### 6. Payments

- 6.1 Each person who has executed these Terms will be jointly and severally liable for all payments owing to us.
- 6.2 You are required to pay for the Goods and Services as follows:
  - a. The Booking Fee as outlined in Clause 3;
  - b. Hire Items in accordance with Clause 4;
  - c. Custom Orders in accordance with Clause 5;
- 6.4 For Final Payment for the Goods and Services (**'the Final Payment'**) the remainder of the full price is due 14 days prior to your Booking Date (for events other than weddings) and 30 days prior to your Booking Date (for weddings)
- 6.5 Any payments made to us will be made via direct deposit/bank transfer/Paypal or credit card (fees apply)

- 6.6. In some instances you may pay the invoice through the assistance of a Third Party Payment Provider ('TPPP') such as Paypal. You acknowledge that you have read over those terms and conditions thoroughly, and have informed the TPPP that you agree to be bound by any terms and conditions in addition to these terms. The TPPP or their bank or other financial institution may require you to pay processing fees or other fees and charges. Any such fees and charges are your sole responsibility and are not included in the invoice, or other paid services unless otherwise specified. We accept no responsibility for your use of any TPPP. You agree to keep your information including your email address and payment details up to date so that the TPPP and we can process payment and contact you as needed in connection with the provision of the Services.
- 6.2. If any payment is not made when due, you shall pay all costs that we incur to collect or attempt to collect the debt arising from a breach of these Terms. The term "all costs" includes but is not limited to all debt collector fees, legal fees, court filing charges and any other expenses of whatever nature incurred by me in collecting or attempting to recover all of part of the debt.
- 6.3. If, and to the extent, any supply of the Goods under the Agreement is a taxable supply within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth), the price for the Goods will be increased to include GST payable by the Supplier in respect of the supply. All rebates, discounts or other reductions in price will be calculated on the GST exclusive price.
- 6.4. Our transportation, meals and accommodation costs for meetings, before and the coordination on the Booking Date will be borne by you as follows:
  - a. Travel costs at **\$0.72/km** for trips (calculated starting from our and assistants' office(s), or according to transportation tickets.
  - b. Accommodation costs for the entire team, in an appropriate hotel that facilitates quick access to locations, if the venue is located more than 100km away from our CBD, and/or if the Booking Date itinerary requires our on-site presence earlier than 7:00 am and/or later than 12:00am.

## **7. Introductions and Referrals to Third Parties**

- 7.1 As part of our Goods and Services, we arrange and coordinate the Goods and Services of third parties. However, in the event that we do not engage with those third parties directly, but rather, make introductions and referrals to vendors, you are under no obligation to work with any vendors to whom we introduce. If you do use these vendors, you make the decision to use that vendor independently of our recommendation.
- 7.2 If you do engage a recommended vendor of ours, it is expected that you will be required to enter into terms and conditions with the vendor and it is your responsibility to fully understand the rights and obligations of that contractual arrangement. We cannot and will not give you advice on these contractual arrangements and you must take the opportunity to obtain independent advice, whether legal or otherwise, in relation to these contractual arrangements.
- 7.3 It is important that you understand that we are not responsible for the payment of invoices for any of these vendors. Unless it is quoted and invoiced by us.
- 7.4 We will not be liable for any claim, demand, loss, costs or expense made by any person arising from your relationship with a vendor introduced by us. You agree to indemnify and hold us harmless for any loss and damage arising from such relationship, or for any non-performance, error or change made by you or the vendor.
- 7.5 You acknowledge that if you need to change the date or any other aspect of your Booking, you may risk any monies paid to the vendor and those payments are your responsibility as the contracted party.

## **8. Cancellation or Postponement of Booking**

8.1 You may cancel this agreement at any time, by notifying us in writing.

8.2 Where you wish to cancel, the following applies:

<b>Notice Given</b>	<b>Cancellation Schedule</b>
Prior to six (6) months	Booking Fee forfeited
Less than six (6) months and before four (4) weeks	Booking Fee and \$300 Fee is forfeited/due.
Less than four (4) weeks	100% of total Package Price is forfeited/due

8.3 We will use our best endeavours to meet your requests for a postponement of date however it must be a date that is mutually agreeable. In the event of a postponement, the following will apply:

<b>Notice Given</b>	<b>Postponement Schedule</b>
Prior to six (6) months	Booking Fee will be transferred to your new date.
Less than six (6) months and before four (4) weeks	Booking Fee will be credited to new date but a \$250 fee will apply.
Less than four (4) weeks	No postponement allowed.

8.4 Notwithstanding the above, you are only able to postpone your Booking on one (1) occasion and the new date must be within twelve (12) months of the original Booking Date.

8.5 You must have an inclement weather plan which allows for an indoor option. Refunds will not be given if inclement weather impacts your event, unless such weather event falls within the definition given in Clause 19. In those instances, the remedy in Clause 19 will apply. Where you wish to cancel or postpone your Event Date due to weather, these will be treated in accordance with our cancellation and postponement policies above.

## 9. Cooperation

9.1 The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. We are not responsible for key individuals' failure to be present or to cooperate during any meetings with us, or the Booking itself.

## 10. Your Obligations

10.1 You understand that we require fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunication on your part will not be treated by us as an emergency. You understand that we may require detailed clarification of events/projects to meet your expectations and provide the best support and highest quality work.

10.2 You understand that last minute changes can impact the quality of the event and as a result, will not be responsible for these compromises in quality.

- 10.3 You agree to the following deadlines during the planning and styling process. All the Booking Date concept decisions are to be finalised and vendors chosen at the earliest convenience. Where you make late changes to your concept design, you may be required to pay further charges.
- 10.4 You agree that you will provide an appropriate loading dock or designated parking area for the duration of the installation and dismantle. This is to be allocated to us prior to the Event. If such costs are incurred (including but not limited to parking fines) you indemnify us from and against all claims, including reasonable legal and additional labour costs.

## **11. Intellectual Property**

- 11.1 Any work performed by us, including styling ideas, designs, concepts, photographs, or documents (including concept boards) are protected under all relevant Copyright Laws (with all rights reserved) and may not be reproduced, duplicated or altered in any manner without our explicit written permission.
- 11.2 Unless otherwise agreed, no intellectual property (being all rights (whether present or future) conferred by any license, statute, common law or equity in, and in relation to, copyright, patents, trade or service marks, branding, designs, plans, conceptual briefs, know how, inventions, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields) arising from our Goods and Services will vest with/in you. We hereby grant to you the non-exclusive, perpetual and worldwide right and license to use, reproduce and display the Goods and Services solely in connection with these Terms and for your Event.
- 11.3 You acknowledge that we own all images and/or videos of you using our Goods and Services on or before the Booking Date. We remain the owners of those images and/or videos but we provide you a royalty free nonexclusive license to use any such images and/or video of you and your guests on the Booking Date using our Goods and Services.
- 11.4 It is agreed that we may display and use any photos or footage of your Event for advertising, display, website and internet promotion, videography or film contests, public display and any other purpose thought proper by us.
- 11.5 If we are provided photos from you for our use, you warrant that you have obtained the necessary permissions from the owner of those photographs to be used by us for commercial purposes.

## **12. Model Release**

- 12.1 You acknowledge that it is your responsibility to obtain the necessary assignment of rights to us from those who are to be featured in photography as to ensure that we can use and publish the photographs of those persons. You hereby release us and assigns from all claims and liability relating to said photographs. It is agreed that we may display and use the photographs taken for advertising, display, website and internet promotion, videography or film contests, public display and any other purpose thought proper by us.

## **13. Insurance**

We recommend that you take out all prudent insurance for any event planned or styled by us. It is also your responsibility to ensure all other vendors and contractors (that will be in the same location as us) have the necessary insurance should any loss, damage or expense be suffered by us.

## **14. Supplier Items**

- 14.1 All items that have been hired by you from other vendors, which have been sourced as part of the event styling or coordination package, must be packed up by you in accordance with the relevant supplier's terms and conditions.

- 14.2 Unless it has been agreed for us to pack down items on the Booking Date, we will not be liable for additional fees incurred from other vendors if the items are not packed up or ready for collection.
- 14.3 We will not be liable, in any instance, for damage to other vendor items. We are also not responsible for finding missing or lost items. We will not be responsible for circumstances where you are charged additional fees by the vendors due to damage or loss of items.

## 15. Hire Items

- 15.1 As part of the Goods and Services provided to you, we may allow you the use of items or equipment for your Booking Date ("**Hire Items**"). You agree to use the Hire Items in accordance with this clause.
- 15.2 All cancellations of the Hire Items must be submitted in writing. Cancellations of the Hire Items are treated in the same manner as any other cancellation, and we will retain your Non-Refundable Booking Fee as well as any payment made in accordance with these Terms.
- 15.3 Increases or amendments to your total order for Hire Items can be made up until the due date of the final invoice, being due fourteen (14) days prior to the event, with all payments due and payable in accordance with Clause 6.
- 15.4 You acknowledge that we retain title to the Hire Items and that you have rights to use the Hire Items as a mere temporary bailee only. Unless otherwise agreed with us in writing, you agree not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the Hire Items and not to conceal or alter the Hire Items or make any addition or alteration to, or repair of, the Hire Items.
- 15.5 You may be required to pay the Bond. Where, in our reasonable opinion, the Hire Items are returned in the condition they were provided, you will be refunded the Bond upon return of the Hire Items. Where Hire Items are damaged or lost, and the Bond is not sufficient to cover the loss or damage to the Hire Items, you will be liable for any costs above and beyond the Bond amount to repair or replace them.
- 15.6 **A damage waiver** of 10% may be required to be paid as part of the hire component of the total invoice. You acknowledge that the damage waiver is not insurance or a substitute for insurance. It is non-refundable fee of 10% of the rental charges for the Hire Items and billed on the rental invoice to your rental charges. The Damage Waiver covers reasonable wear and tear of the Hire Items. The Damage Waiver does not cover damage resulting from misuse or abuse of the Hire Items, your negligent acts or omissions, failing to maintain the Hire Items or during transport loading/unloading. It is your responsibility to maintain the condition and safekeeping of the Hire Items and may be liable for any Hire Items which are lost, stolen or damaged during the rental period **[REMOVE IF NOT APPLICABLE]**
- 15.7 It is your responsibility to assess the suitability of the Hire Items before confirming that you wish to hire them. We will not be responsible for failure to check whether the Hire Items suit any particular use or need on your Booking Date.
- 15.8 If inclement weather is predicted during the period of hire, it is your responsibility to make alternative arrangements as to the Hire Items' location. The alternative location must be ascertained, with our consent, prior to the period of hire. You cannot cancel the Hire Items or postpone the period of hire where inclement weather is predicted or is experienced on the day.
- 15.9 Without limiting Clause 14.3, where you have paid for our Services to set up the hire items on your Booking Date, we are not responsible for or be liable to you or any person for any loss, damage, claim, cost or expense resulting from changes made to the setup or placement of the Hire Items once we have completed such set up or placement.
- 15.10 To the extent permitted by law, you will be responsible for risk of loss, theft, damage or destruction to the equipment from any and every cause. In the event that the Hire Items or any part of them are

lost, stolen or damaged during the period of hire in circumstances where you bear responsibility under these Terms, you will be liable to us and will indemnify us for the cost and expenses of the replacement of such lost or stolen Hire Items and/or for the replacement of the Hire Items which, in our sole determination, is damaged beyond repair and/or for the costs and expenses of repairing or re-instating damaged Hire Items. You do not get to retain the damaged Hire Item.

- 15.11 You are liable for and indemnify us against any loss or damage to the Hire Items as result of the actions of any third party (including but not limited to the venue, venue staff or guests).
- 15.12 Unless you obtain prior written consent from us, you will not alter, modify or attach anything to the Hire Items unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the equipment. Where we allow arrangements to be attached to our Hire Items (for example, our frames or structures), these must not damage the original condition of the Hire Item. We cannot be held liable for any damage or loss of items attached to our hire stock and you will bear responsibility for any damage or loss incurred in accordance with Clause 14.3.
- 15.13 You acknowledge that you are responsible for ensuring that all Hire Items, including but not limited to cutlery, glassware, and tableware are returned in the same condition as hired.
- 15.14 We reserve the right to charge a Cleaning Fee, Where we are responsible for the pack-up and clean at the Venue, the Cleaning Fee may be charged to you as an additional Fee. An invoice will be raised and that invoice must be paid within seven (7) days from the date of that invoice.
- 15.15 Standard delivery fees are included in your quote but if the location or amount of different location drop off changes there may be an extra charge.
- 15.16 Where we deliver the Hire Items to your location, either personally, by courier or postal service, we will not be held responsible for any damage that occurs during the transportation of such Hire Items, regardless of whether those items are still able to be used on your Booking Date.
- 15.17 Unless you have booked delivery inclusive of setup, then items are delivered only, you are to organise with an appropriate person to setup the items.
- 15.18 You acknowledge that you will be hiring items that will be used by other clients prior to your Booking Date. Where a Hire Item has been hired prior to your Booking, and the item is damaged or lost, and cannot be repaired to a standard satisfactory level to you before your Booking Date, we cannot be held liable or responsible for its inability to provide that item. In these circumstances, we will notify you as soon as possible and try to offer an alternative, if possible. In the absence of alternative item(s) being offered, we will offer you a refund based on the value of that damaged/lost item(s).
- 15.19 Where you fail to return any Hire Item by the due date, you will be charged the usual Hire Item price on a daily basis until such Hire Item is returned.

## **16. Safety**

- 16.1 You agree, while working with us, both prior to your Booking Date and during, you are not to undertake any illegal or dangerous activities that threaten our safety and well-being.
- 16.2 Unless legislation provides otherwise, it is your responsibility to ensure you, and other vendors, are following health government regulations (including those relating to COVID-19 and those restrictions relating to gatherings and social distancing). We are not responsible for the failure of the participants and guests to follow any health government regulations (including those with regards to COVID-19, restrictions on gatherings and social distancing).
- 16.3 If these regulations are not strictly adhered to and we feel our personnel is at risk, we reserve the right to exit the location and cease our duties. In doing so, you will forfeit any fees paid.



## **17. Subcontracting of Services**

In the unlikely event of severe medical, natural, or other emergencies, we will make every effort to secure Goods and Services in replacement. If suitable replacement Services are not found, responsibility and liability is limited to the return of all payments received by us for the Services.

## **18. Warranty, Liability, and Indemnity**

18.1. To the extent that the Australian Consumer Law allows, we provide the Services on an “as is” and “as available” basis and disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise with respect to the Services (including all information contained therein), and including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title or ownership.

18.2. Subject to clause 18.1 above, we accept no responsibility and are not liable for any direct or indirect, special loss or damage or injury to any person, corporation or other entity in connection with this Agreement or the Services, howsoever caused save for the event we have contributed to such loss or damage or injury.

18.3. We will not be liable to you or any other person for any liability or claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.

18.4. To the maximum extent permitted by law, you will indemnify us against any liability arising from or in connection with:

18.4.1. Any act or omission by you;

18.4.2. Any breach of these terms; and

18.4.3. Any third-party claim against us;

arising from or in conjunction with this Agreement, but this indemnity will be reduced proportionately to the extent the liability was caused by our negligence.

## **19. Force Majeure**

19.1. We will not be liable or responsible for any failure to perform, or the delay in performance of, any of its obligations under the Agreement that is caused by any act or event beyond our control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by suppliers (known as ‘force majeure circumstances’).

19.2. If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Agreement becomes impossible, we will contact you as soon as reasonably possible to notify you. Our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of that force majeure circumstance.

19.3. In genuine force majeure circumstances, we will endeavor to arrange a new date for the Booking with you after the event outside of its control is over. We must use all reasonable endeavors to mutually agree on a new date, but if we are unable to agree on an alternative date, the Booking will be considered cancelled under the terms outlined in Clause 8.

19.4. This clause does not apply in circumstances where an event outside of our control occurs but the circumstances still make the Booking possible (notwithstanding inconvenience or financial hardship). If events beyond our control occur (such as restrictions to numbers of guests, or density requirements) but it is entirely possible for us to provide a substantial part the Services, any choice

to cancel your event is done so at your own initiative and the usual cancellation clauses in these Terms apply.

19.5. If you cancel the booking or vary the booking because the alleged event outside of our control causes mere inconvenience or changes the booking in a manner that does not suit you, our postponement and cancellation policies apply.

## **20. Entire Agreement**

20.1. The terms and conditions contained in this Agreement constitute the entire agreement between us with respect to the Services and shall not be amended, except where mutually agreed in writing.

## **21. Disputes**

21.1. Both parties agree that any disputes arising from provision of the Services shall be negotiated with a view to settlement prior to either party issuing legal proceedings.

## **22. Termination**

22.1. We may immediately terminate, or suspend the performance of this Agreement and you must immediately pay any money owed to us if:

- (a) we experience harmful or threatening behaviour;
- (b) you fail to provide instructions or cooperate with requests for information;
- (c) you breach a term of this Agreement and you do not remedy the breach within fourteen (14) days;
- (d) any invoice rendered by us remains outstanding;
- (e) you breach a term of this agreement which is not capable of remedy;
- (f) we give fourteen (14) days notice of my intention to terminate or suspend the performance of the agreement.

22.2. You may immediately terminate, or suspend the performance of, any agreement in the event of substantial breach by us of my obligations hereunder, where any such breach has not been remedied within 30 days of written notice from you requiring the breach to be remedied.

## **23. Governing Law and Jurisdiction**

23.1. Any Agreement between us is governed by the laws of the state of [Victoria]. The parties submit to the non-exclusive jurisdiction of the courts of the State of [Victoria] and any courts which may hear appeals from those courts in respect of any proceedings in connection with any Agreement.

## **24. Severability**

24.1. If any of these terms are invalid or unenforceable in any jurisdiction, that term must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining terms or affecting the validity or enforceability of that term in any other jurisdiction.

## **25. Miscellaneous**

25.1. If any provision of this Agreement is unenforceable, the provision will be severed, and the remaining provisions will continue to apply.

25.2. We may assign any rights or benefits under this Agreement to any third party.

25.3. You may only assign any rights or benefits under this Agreement with our prior written consent.

25.4. This Agreement incorporates the entire understanding of the parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement.

**26. Execution by Parties**

This agreement must be executed by each party named. In instances where it is signed by one party, the signing party acknowledges and warrants that they have the authorisation to execute the agreement on behalf of the other party. In doing so, they also warrant that the other party has read and understood the Terms prior to providing permission to execute.

**27. Execution by Corporate Body or Business**

Where our Services are booked by a corporate body or business, you warrant that the authorised officer of the entity has the authority to make binding decisions on behalf of the entity.