

**Standard Terms**

Version 1.3

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Forever Florals and Events ABN 41 644 571 797 (**we, us, our**)

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## **PART A – CORE TERMS**

### **1. Agreement Framework**

#### **1.1. Components**

This agreement consists of:

- (a) the Quote;
- (b) any invoice we issue in connection with the Quote;
- (c) these Core Terms (Part A); and
- (d) any applicable Schedules (Part B).

#### **1.2. Priority of Terms**

If there is an inconsistency between any of the documents in clause 1.1, they apply in the following order of priority:

- (a) any invoice we issue in connection with the Quote;
- (b) the Quote;
- (c) the Schedules (in the order they appear); and
- (d) these Core Terms.

### **2. Booking**

#### **2.1. Quote**

Each Quote is an offer to supply one or more of the Goods, Hire Items, or Services.

#### **2.2. Expiry**

A Quote expires after the time stated in it, or after 7 days after it is issued if no time is stated.

#### **2.3. Acceptance**

You accept a Quote by paying the Deposit and the Bond in accordance with clause 4.1.

#### **2.4. Effect of Acceptance**

When you accept the Quote, this agreement comes into effect and binds both parties.

### **3. Delivery**

#### **3.1. Method**

We shall deliver the Goods, the Hire Items, or both to the Event Location or the nominated address or make them available for pickup.

### **3.2. Time**

Delivery occurs when the Goods or the Hire Items arrive at the Event Location or the nominated address, or when you collect them.

### **3.3. Access**

You shall ensure that:

- (a) the venue permits delivery, setup, and pack-down at the agreed times; and
- (b) you provide us with any required access instructions, contact details, and entry permissions in advance.

### **3.4. Delays**

If we cannot deliver or set up because the venue is closed, denies access, or restricts access at the agreed time, we shall contact the venue, and failing them, you, to seek access.

### **3.5. Delays Affecting Set Up**

If access is delayed and there is not enough time remaining in the agreed set up window for us to complete the ceremony setup, the reception setup, or both (including any repurposing of ceremony florals or props), we shall discuss reasonable alternatives with you, including adjusted or partial installation.

### **3.6. Setup Restrictions**

We may decline to install or place Goods, Hire Items, or both where it is unsafe, unsuitable, or prohibited by the venue. Where possible, we shall discuss alternative installation or placement with you on the day.

### **3.7. No Refund**

If, because of the circumstances described in clauses 3.5 or 3.6, the set up cannot be complete as originally planned, we are not required to refund amounts paid for the affected Goods, Hire Items, or both.

## **4. Payment**

### **4.1. Deposit and Bond**

To accept a Quote, you must pay the Deposit and the Bond by the time stated in the Quote.

### **4.2. Purpose of the Bond**

The Bond secures obligations relating to the Hire Items, including:

- (a) loss, theft, or damage (including weather-related damage);
- (b) repair or replacement costs where the Hire Items are returned in a condition beyond reasonable wear and tear;
- (c) additional cleaning or restoration costs; and
- (d) unpaid amounts relating to the Hire Items.

#### **4.3. Deduction**

We may deduct from the Bond any amount reasonably necessary to cover the matters in clause 4.2. We shall notify you of any deduction and briefly explain it.

#### **4.4. Return of Bond**

We shall refund the remaining Bond balance within 3 business days after the later of: (a) the Event Date; or (b) the date we receive all Hire Items back.

#### **4.5. Effect of Payment**

When you pay the Deposit and the Bond, we shall reserve the Event Date for you.

#### **4.6. Balance Invoice**

You shall pay the Balance Invoice by its due date.

#### **4.7. Payment Arrangements**

At your request, we may agree to a instalment arrangement for payment of the Balance Invoice.

#### **4.8. Fee Adjustments**

We may adjust Fees to correct genuine errors or where the information you provided was materially incomplete. Any adjustment we make will be reasonable and explained.

#### **4.9. Late Payment or Non-Payment**

If you do not pay the Balance Invoice on time, we may pause performance or terminate the agreement.

### **5. Variation**

#### **5.1. General**

A Variation may be initiated by you or proposed by us. A Variation takes effect only if agreed by both parties.

#### **5.2. Declining a Request**

We may decline a requested Variation if it is not reasonably practicable to implement the requested change, taking into account timing, availability, supplier commitments, and production requirements.

#### **5.3. Effect of Variation**

If we accept a Variation, you shall pay an additional amount resulting from a Variation in accordance with the revised Fees we notify to you.

#### **5.4. Rescheduling the Event Date**

If we do not have availability on the alternative Event Date you propose:

- (a) any Deposit and Bond paid may be applied only as a credit towards a future booking with us; and

- (b) the credit must be used within 12 months of the original Event Date, subject to availability.

## **6. Unexpected Event**

### **6.1. Notice**

If an Unexpected Event occurs, we shall notify you as soon as possible.

### **6.2. Consequences for Performance**

After notifying you under clause 6.1, we may for the duration of the Unexpected Event: delay performance, modify the scope of or manner of performance, or suspend performance.

### **6.3. Consequences for Scheduling**

After receiving a notice under clause 6.1, you may request a rescheduled Event Date, and in which case clause 5.4 applies.

### **6.4. Refunds**

If an Unexpected Event means we cannot supply some or all of the Goods, Hire Items, or Services:

- (a) we shall refund the Fees paid for the affected Goods, Hire Items, or Services that we cannot provide, except for amounts we have already spent or committed in reasonable preparation for your booking; and
- (b) we shall propose reasonable alternatives to reduce any impact on your event.

## **7. Cancellation**

### **7.1. Cancellation by You**

You may cancel your booking at any time by notifying us.

### **7.2. Effect of Cancellation by You**

If you cancel your booking:

- (a) we are not required to refund your Deposit, and
- (b) in addition, you shall pay us:
  - (i) if cancellation occurs more than 90 days before the Event Date — any expenses we have reasonably incurred;
  - (ii) if cancellation occurs not more than 90 days but more than 60 days before the Event Date — an amount equal to 25% of the Balance Invoice;
  - (iii) if cancellation occurs not more than 60 days but more than 30 days before the Event Date — an amount equal to 50% of the Balance Invoice; and
  - (iv) if cancellation occurs 30 days or fewer before the Event Date — the full Balance Invoice.

### **7.3. Genuine Estimate**

The amounts referred to in clause 7.2 are a genuine estimate of the loss we are likely to suffer if you cancel your booking.

#### **7.4. Cancellation by Us**

We may cancel the booking if:

- (a) no alternative installation or placement is possible under clause 3.6;
- (b) despite reasonable efforts under clauses 3.4, 3.5, or both, access to the Event Location does not become available; or
- (c) you fail to pay an amount due under clause 4.9.

### **8. Liability**

#### **8.1. Consumer Rights**

Nothing in this agreement is intended to limit your rights under the Australian Consumer Law.

#### **8.2. Damage to Hire Items**

Subject to clause 8.3, you are responsible for loss of, or damage to, Hire Items to the extent that it is caused by:

- (a) your misuse, mishandling, or unauthorised movement of the Hire Items; and
- (b) the actions of your guests, vendors, or any other person for whom you are responsible.

#### **8.3. Damage to Hire Items**

You are not responsible for: (a) reasonable wear and tear; or (b) loss or damage caused by our negligence.

#### **8.4. Items Supplied by You**

We are not responsible for loss of, or damage to, any items supplied by you or by a non-party on your behalf, unless the loss or damage is caused by our negligence.

#### **8.5. Candles**

Once we have positioned and lit our candles, you are responsible for any resulting loss or damage, except to the extent that the loss or damage is caused by our negligence.

#### **8.6. Proportionate Responsibility**

Each party is responsible only for loss or damage to the extent that it is caused by that party's breach or negligence.

### **9. Intellectual Property**

#### **9.1. Ownership of Our Materials**

We own all Intellectual Property Rights in Our Materials.

#### **9.2. No Transfer of Rights**

Nothing in this agreement transfers ownership of any Intellectual Property Rights in Our Materials to you.

### 9.3. Client Materials

You grant us a non-exclusive licence to use, reproduce, modify, and adapt the Client Materials for the purpose of supplying the Goods, Hire Items, or Services. You confirm you have the right to grant this licence.

### 9.4. Licence to Use Our Materials

We grant you a non-exclusive, non-transferable licence to use Our Materials solely for the purpose of your event.

### 9.5. Restrictions on Use

You shall not, without our prior consent reproduce, adapt, distribute, or sell Our Materials.

### 9.6. Promotional Use of Our Materials

We may photograph and use Our Materials for our portfolio, website, social media, advertising, and other promotional purposes.

### 9.7. Event Photos Provided by You

If you give us photos relating to the Goods, the Hire Items, or the Services, you grant us permission to use them for marketing purposes, unless you tell us not to. You confirm that you have the right to give that permission.

## 10. Notices

A notice must be in writing and sent by email. A notice is deemed to be received when sent unless an error message is received.

## 11. Definitions

In this agreement:

**Balance Invoice** means invoice we issue for the remaining Fees after payment of the Deposit and the Bond.

**Bond** means the refundable security amount stated in the Quote that secures obligations relating to the Hire Items.

**Client Materials** means text, images, artwork, photographs, logos, data, or other content you provide to us for use in connection with the Goods, Hire Items, or Services.

**Defect** means the Goods materially differ from the Quote or the approved Proof. A Defect does not include: (a) minor variations in colour, texture, arrangement, or appearance; or (b) dissatisfaction with aesthetic preferences.

**Deposit** means the non-refundable amount stated in the Quote that is payable to accept the Quote.

**Event Date** means the date of your event, as described in the Quote.

**Event Location** means the location of your event, as described in the Quote.

**Fees** means the amounts payable by you as set out in the Quote, as adjusted under this agreement.

**Goods** means the items we sell to you under a Quote, including bridal flowers, buttonholes, signs, and Stationery.

**Hire Items** means the items we hire to you under a Quote, including floral arrangements, candles, stands, and other decorative props.

**Intellectual Property Rights** means copyright, design rights, trade marks, and any similar rights recognised by law.

**Our Materials** means artwork, designs, floral concepts, styling concepts, digital proofs, templates, stationery designs, styling layouts, installation mock-ups, photographs we take, and any other materials we create in supplying the Goods, Hire Items, or Services.

**Proof** means a digital or other proof we providing showing the final design, layout, wording, colours, or appearance of the Stationery before production.

**Proof Round** means a set of Proofs issued together for review at the same stage of the design process.

**Quote** means a document we issue that describes the Goods, Hire Items, Services, Fees, Event Date, Event Location, and other details relevant to your booking.

**Services** means Stationery Services, Styling Services, or a combination of both of them.

**Stationery Services** means the services described in the Quote that relate to stationery, including the design, proofing, production and supply of the Stationery.

**Styling Services** means the services described in the Quote that relate to creative planning, arrangement, and on-site installation of items for your event, including:

- (a) developing styling concepts and preparing items before the Event Date; and
- (b) installing, styling, arranging, repurposing, and dismantling items at the Event Location, but excluding delivery.

**Stationery** means the following items, to the extent described in the Quote: menus, place cards, signage, seating, welcome signs, and any other printed or digital stationery.

**Unexpected Event** means an event outside our reasonable control that prevents or materially hinders us from performing our obligations, including: severe weather, natural disasters, emergencies, government restrictions, pandemics, power disruptions, transport disruptions, or similar events.

**Variation** means a change to the Goods, Hire Items, Services, Event Location, or Event Date.

## **PART B – SCHEDULES**

### **SCHEDULE 1 – HIRE ITEMS**

#### **1. Prop Hire**

We shall hire the Hire Items to you.

#### **2. Hire Start**

The hire period for each Hire Item begins on the earlier of:

- (a) when you take possession of that Hire Item; or
- (b) when we deliver that Hire Item to the Event Location.

#### **3. Hire End**

The hire period continues until the later of:

- (a) when the Hire Item is collected from the Event Location; or
- (b) when we otherwise retake possession of the Hire Item.

#### **4. Hire Fees**

The Fees cover the entire hire period, whether or not the Hire Items are used during that time.

#### **5. Title**

We retain title to each Hire Item.

#### **6. Risk**

Risk in each Hire Item passes to you when the Hire Item is delivered or collected, except while we are installing, styling, repurposing, or dismantling the Hire Item at your event.

#### **7. Restrictions on Movement**

You may not move, alter, relocate, or dismantle any Hire Item unless we agree.

#### **8. Instructions to Others**

You shall not instruct any person to do anything under clause 7 of this Schedule 2 unless we agree. Reasonable repositioning of Hire Items within the Event Location is permitted if: (a) it is necessary to accommodate use of the venue; and (b) it does not damage or alter the installation.

#### **9. Care of Hire Items**

You shall take reasonable care of each Hire Item and protect it from damage, loss, and weather exposure during the hire period.

## **SCHEDULE 2 – SALE OF GOODS**

### **1. Sale of Goods**

We shall supply the Goods to you.

### **2. Nature of the Goods**

The Goods are made-to-order and created specifically for your event.

### **3. Custom Goods**

Because the goods are custom-made for your event, they cannot be returned unless required by the Australian Consumer Law.

### **4. Inspection**

You shall inspect the Goods when they are delivered or collected and notify us immediately if you consider that any Goods contain a Defect.

### **5. Defects**

If the Goods contain a Defect, we shall comply with our obligations under the Australian Consumer Law.

### **6. Limitations on Refunds**

We are not required to offer a refund or replacement for: (a) a change of mind; or (b) dissatisfaction with the aesthetic preferences where the Goods match the accepted design, brief, or Proof.

## **SCHEDULE 3 – STYLING SERVICES**

### **1. Performance**

We shall perform the Styling Services.

### **2. Styling Discretion**

On the Event Date, we may make reasonable styling adjustments where necessary to accommodate venue conditions, safety requirements, weather, the time available for installation, or the overall composition of the installation.

### **3. On-the-Day Requests**

#### **3.1. Request**

On the Event Date, we may receive a request additional work not included in the Quote, including:

- (a) additional styling or installation;
- (b) repurposing items beyond what is described in the Quote;
- (c) significant repositioning of installed items; or
- (d) other tasks not included in the Quote.

#### **3.2. Who Can Make a Request**

A request under clause 3.1 of this Schedule 3 can be made by: (a) you; (b) an event planner, coordinator, or other event professional engaged for your event; or (c) venue staff acting in connection with your event.

#### **3.3. Reliance**

Unless you notify us in advance that only specified persons may give instructions, we may rely on a request made under this clause 3.1 of this Schedule 3.

#### **3.4. Fees**

If we accept request under clause 3.1 of this Schedule 3:

- (a) we may deduct an additional fee from the Bond; or
- (b) if the Bond is insufficient, we may invoice you after the Event.

You shall pay any invoiced amount within 3 business day after we notify you.

#### **3.5. Declining a Request**

We may decline a request under clause 3.1 of this Schedule 3 if it is unsafe, not reasonably practicable, or would likely compromise the agreed setup.

#### **3.6. Minor Adjustments**

Minor operational adjustments that do not materially change the agreed styling do not constitute a request under clause 3.1 of this Schedule 3.

#### **4. Wet Weather Determination**

##### **4.1. Determination**

If we consider the weather unsuitable or unsafe for outdoor styling or installation, we may relocate or repurpose affected items for indoor use if feasible.

##### **4.2. Factors we may consider**

In making this determination, we may take into account:

- (a) whether the venue permits indoor relocation;
- (b) the time and resources available; and
- (c) the suitability of the items for indoor use.

##### **4.3. Indoor Relocation**

If relocation or repurposing is feasible, we shall install the affected items indoors in a manner suitable for your event.

##### **4.4. No Refund**

If relocation or repurposing is not feasible, no refund applies in respect of the affected items.

## **SCHEDULE 4 – STATIONERY SERVICES**

### **1. Required Information**

#### **1.1. Information You Must Provide**

You shall provide us with all the information we require to produce the Stationery, in the format we specify. This includes names, guests lists, table allocations, designs selections, colours, wording, and any Client Materials you want us to use.

#### **1.2. Deadline for Information**

You shall provide the required information no later than **4 weeks** before the Event Date, unless the Quote states otherwise.

#### **1.3. Failure to Provide Information**

If you do not provide the required information by the deadline in clause 2.2 of this Schedule 4, we may cancel the Stationery Services component of your booking, and clause 7 (Cancellation) of the Core Terms applies to that component only.

### **2. Design and Proofing**

#### **2.1. Start of Design**

We shall begin designing the Stationery only after: (a) we have received all required information under clause 2 of this Schedule 4; and (b) you have paid the Deposit.

#### **2.2. Proofs**

We shall provide one or more Proofs for your review.

#### **2.3. Revisions**

You may request up to 2 rounds of revisions for each Proof Round. Any additional revision rounds may incur additional fees, which we will confirm with you before proceeding.

#### **2.4. Approval of the Proof**

When you approve a Proof (**Production Approval**), you confirm that:

- (a) the Stationery will be produced exactly as shown in the approved Proof; and
- (b) you have checked all details, including names, dates, spelling, grammar, numbering, and layout.

#### **2.5. Errors in Approved Proofs**

We are not responsible for any error or omission in an approved Proof, including errors in information you supplied.

### **3. Printing and Production**

#### **3.1. Production**

After Production Approval, we shall arrange printing of the Stationery.

### **3.2. Colour and Material Variations**

Printed colours may vary from Proofs. Paper stock, texture, and print finish may vary within industry tolerances. These variations are not Defects.

### **3.3. Minimum Quantities**

Minimum order quantities may apply to some Stationery items. We will tell you if a minimum quantity applies.

### **3.4. Stock Substitution**

If a selected stock is unavailable, we may substitute it with the closest available material of comparable quality.

## **4. Reprinting**

### **4.1. Our Error**

If the final printed Stationery materially differs from the approved Proof because of our error, we will reprint the affected items at our cost.

### **4.2. Your Error**

If the final printed Stationery matches the approved Proof but contains an error or omission, you shall pay the full cost of any redesign, reprinting, or both.

### **4.3. No External Reprinting**

You shall not reprint, or allow any other person (including printers or designers) to reprint, the Stationery or any part of Our Materials.

## **5. Use of Designs**

### **5.1. Non-Party Use**

You shall not allow any person (including printers, designers, or vendors) to reproduce, distribute, or otherwise use Our Materials.

### **5.2. No Derivative Works**

You shall modify Our Materials or create or allow anyone else to create, any derivative work based on Our Materials.

### **5.3. Reuse of Designs by Us**

We may adapt and reuse Stationery designs created for you as part of our semi-custom or standard ranges after your event.

### **5.4. Derivative Works Created by Us**

Any derivative work we create from Client Materials forms part of Our Materials, and we own the Intellectual Property Rights in that derivative work. You may use the derivative work solely for the purpose of your event under clause 9.4 of the Core Terms.

## **6. Late Orders and Changes**

### **6.1. Late Orders**

We are not required to accept new Stationery orders less than **8 weeks** before the Event Date, unless we agree otherwise.

**6.2. Conditions for Accepting a Late Order**

If we accept a late order:

(a) you shall provide all required information no later than **4 weeks** before the Event Date; and

(b) a 30% late fee applies to the Stationery component of the order.

**6.3. Automatic Cancellation**

If you do not provide the required information by deadline in clause 6.2 of this Schedule 4, we cancel the Stationery Services component.

**6.4. Last-Minute Changes**

Any changes to guest lists, table numbers, seating charts, or other information after Production Approval may require redesign, reprinting, or both at your cost.