

ELEGANT OCCASIONS CLIENT AGREEMENT

Background

Elegant Occasions (“we, us, our”) are a business specialising in event management and design.

We offer a variety of services including wedding planning and co-ordination, corporate and other special event management together with provision of products including flowers, stationery, cakes, balloons and more (“Services”).

You, the Client described in Item 1 of the Schedule want to engage us to provide one or a combination of the Services we offer.

We agree to provide the Services on the terms and conditions below. By signing this Agreement, you accept that any Services booked by you in the future will also be subject these terms and conditions.

Agreement

1. Delivery of Services

- 1.1 Elegant Occasions services are customised to suit each client’s needs and may be delivered in a variety of forms. We will give you a quote outlining the Services you require which is valid for 30 days. You must sign the quote to confirm your order. A summary of the Services is detailed in Item 2 of the Schedule. Any changes in price or Additional Services or products you request will be confirmed in writing.
- 1.2 The delivery date is described in Item 3 of the Schedule. Decoration services will be delivered at premises described in Item 4 of the Schedule (“the event premises”) and other products or services to an agreed location. In some cases we may require you to collect products from our premises at 4/57-59 Melverton Drive Hallam, Victoria.

2. Third Party Suppliers

- 2.1 Most of our products are produced in-house, but as we customise events according to your needs, we may at times obtain products or services, on your behalf, from third party suppliers. We will endeavour to source products and services from reputable suppliers.
- 2.2 You agree to abide by the terms and conditions of these third party suppliers in relation to their products and services and agree to hold us safe from any dispute arising between you and the third party supplier.

3. Payment of our fees

- 3.1 We will agree to a fee for all services prior to commencement of work and you will pay us the agreed fee for the Services as detailed in Item 5a) of the Schedule (“the Fee”) as follows:
Booking Fee (deposit) as detailed in Item 5b) of the Schedule which is non-refundable upon cancellation.(50 % of the deposit is required to confirm your booking This fee is NON REFUNDABLE)
Balance as detailed in Item 5c) of the Schedule.
- 3.2 We may agree at our discretion to the balance being paid in instalments and approved corporate clients may apply for credit terms. Where we must purchase products or services on your behalf from third party suppliers, we may require payment in advance for those products or services. We cannot start work until the deposit or any required prepayments are paid.

4. Product Hire

- 4.1 You may choose to hire certain products from us for your event.
- 4.2 All hired products must be returned to our premises no later than the hire return date in Item 6 of the Schedule. Where hired products are returned late, we reserve the right to charge you an additional hire fee for every day that the hired product was not returned. This amount may be taken from the bond referred to below.
- 4.3 If you hire products, we may request a bond be paid as security for the goods, which will be withheld if the products are damaged or returned late. Where a bond is payable, it will be listed in the Schedule at Item 5d). The bond is refunded to you upon return of the hired products provided that such products are not damaged in any way.
- 4.4 Where hired products are damaged, you must pay to us the full replacement value of the products less any Bond we have withheld.

5. Additional Services

If you request us to do extra work for you or change the agreed services you agree to pay us for the extra work at our standard rates in effect from time to time.

6. Protection for us regarding overdue amounts

If you don’t pay the Fee on time, we may charge interest at the current rate under the Penalty Interest Act 1983 for each day the amount remains overdue. If you are having difficulty paying an invoice, please advise us prior to the due date

and we may be able to come to an arrangement regarding payment. We reserve the right to withhold delivery or repossess products where payment is not made when requested.

7. GST

All amounts under this Agreement will be expressed as GST exclusive and you agree to pay GST in accordance with A New Tax System (Goods and Services Tax) Act 1999 in addition to all amounts paid to us, provided we give you a valid tax invoice.

8. Your Responsibilities

- 8.1 You must provide us with all necessary information we request about your event, including but not limited to deadlines, location, number of guests, preferred decorative themes. We will take every care in ensuring that your needs are met but will not be responsible for any deficiencies in information given to us by you or anyone acting on your behalf which causes your event to be compromised in any way.
- 8.2 You must ensure that we have access to the event premises at a reasonable time before and after the event and you indemnify us against any claim against us for damage caused to the event premises or your property that is not our fault.

9. Delays

- 9.1 We will not be liable for any delay in or failure to perform our services caused by circumstances beyond our reasonable control.
- 9.2 We will notify you as soon as we become aware of any anticipated delay and where the delay affects your event, we will only be held liable for the cost of having the services resupplied and no other damages.

10. Copyright & protection of Elegant Occasions' intellectual property

- 10.1 You agree that any work, décor, ideas and other materials ("creations") of any sort produced or developed by us or under our direction, whether in conjunction with you or not, in relation to the services together with all trademarks, copyright and other intellectual property rights remains our property.
- 10.2 You may use our creations for your own private use and you can share your experiences with your friends and colleagues, however, you may not under any circumstances copy, sell or distribute our creations to any third party without our permission.

11. Protecting your Confidential Information

All the information you give us about your company, event or personal life is strictly confidential. We promise that we and all of our staff will not disclose any of your information to anyone without your written approval, except where we must disclose it by law or where the information is already publicly available. We must protect your confidential information even after we finish working with you.

12. Satisfaction Guarantee

- 12.1 Excellence in customer service is our priority so we give you a 100% satisfaction guarantee in relation to all our services.
- 12.2 If you are unhappy with our services, we can choose to supply the services again or if this is not appropriate, we will pay you the cost of having the services supplied again. We will not be liable for any other damages.

13. Things we can and cannot be held responsible for

- 13.1 We promise to always act in your best interests and in doing so we give advice, information, and suggestions to you in good faith. We cannot guarantee the success of your event but simply offer you tools to help achieve the best outcome. We cannot be held responsible for any loss suffered because you don't follow our directions or for damage caused to your property, the event premises or yourself through your own negligence. To protect both our interests, especially in relation to event decoration, we require that you disclose to us any valuable items located in the area where we will be working and if necessary remove such items prior to us commencing work.
- 13.2 If we cause you damage or loss through any of our own actions or omissions that are within our control, you can make a claim against us but as far as the law allows, we will only be liable to pay damages in an amount not exceeding the fee payable to us for our services to you.

14. Cancellation

If you need to cancel an event, we ask that you notify us of a cancellation as soon as you become aware of it. You must also pay us in full for any work done and other expenses incurred including payments to third party suppliers up to the date of cancellation, which cannot be covered by your deposit.

15. How we may terminate this Agreement

- 15.1 We may terminate this Agreement and cease to provide our services to you immediately by notice in writing if:
 - 15.1.1 any payment due remains unpaid for a period of 7 days; or
 - 15.1.2 you breach any part of this Agreement and the breach is not remedied within 7 days of written notice by us; or

- 15.1.3 you do not co-operate with us; or
- 15.1.4 it is not otherwise possible for us to work with you

15.2 If we terminate the Agreement for any of the above reasons, we no longer have to meet our obligations and we can:

- 15.2.1 retain any monies you have paid us;
- 15.2.2 charge a reasonable sum for work performed but not paid for;
- 15.2.3 retake possession of any of our property in your possession that has not been paid for;
- 15.2.4 take legal action for recovery of any debt.

16. Sub-contractors

We may employ sub-contractors to undertake work for you but will confirm with you who will be doing a job prior to commencement.

17. Waiver

From time to time we or you may not insist on strict compliance with this Agreement. However this does not mean that we or you cannot insist on performance on another occasion of any part of the Agreement or the same part that we may have let go in the past.

18. If part of the Agreement is invalid

If any part of this Agreement is or becomes invalid, that part will be severed from this Agreement. This will not affect the validity of the remaining provisions of the Agreement.

19. Dispute resolution just in case we encounter a problem

We ask that if there is a problem or that if you are feeling uneasy at any time, you bring this to our attention as soon as possible. You agree with us that if there is a problem, we will try to resolve it between ourselves. If the problem cannot be resolved by negotiation, the matter will be referred to mediation before a mediator approved by the Law Institute of Victoria and both parties will participate in the mediation process in good faith. Failing mediation, the matter will then be submitted to arbitration in accordance with the Commercial Arbitration Act 1984 (Vic). During the arbitration, we may both be represented by a lawyer and will each bear our own legal costs. You agree with us that litigation in our relationship will only be used as a last resort.

20. Governing law

The laws of Victoria apply to this Agreement and any disputes will be heard in the courts and tribunals of that State.

20. Variation

We can agree to vary this Agreement but it must be in writing and signed by both parties.

21. Special Conditions

Any special conditions agreed to between us are detailed in Item 7 of the Schedule.

Signed for and on behalf of Elegant Occasions:

Signed for and on behalf of the Client:

.....

.....

.....
Full Name

.....
Full Name

.....
Title

.....
Title

Date:

Date:

SCHEDULE

Item 1: Client Details

Name:

Address:

Ph/Fax/e-mail:

Contact person (if Client a company):

Item 2: Summary of Services

Services:

Products:

Hire:

(Further details of Services attached.)

Item 3: Delivery Date/Event:

Item 4: Event Premises:

Item 5a) Booking Fee: \$

Item 5b) Deposit: \$ paid by [insert date]

Item 5c) Balance: \$ payable by..... [insert date]

or in instalments as follows:

Item 5d) Bond for Product Hire: \$

Item 6: Hire return date:

Item 7: Special Conditions (see attached if need more space)