

Wedsy - Weddings & Events Terms and Conditions

Last Updated: 16-01-2024

Thank you for choosing Wedsy - Weddings & Events to be a part of your special day. Please carefully read the following Terms and Conditions before engaging our services. By using our website and availing our services, you agree to comply with and be bound by these terms.

1. Design Consultations:

- 1.1. The initial event design and styling consultation with Wedsy - Weddings & Events is complimentary.
- 1.2. A maximum of two (2) attendees are permitted during the consultation.
- 1.3. Recording or photography during the consultation is not permitted.
- 1.3 In-person consultations may be shifted to video meetings if necessary.
- 1.5. A Design, Consult, Styling, and Coordination fee of \$1,000.00 + GST applies to all confirmed design consultation bookings.

2. Additional Services:

- 2.1. Personalized mood board designs are available for \$500.00 + GST.

3. Quote:

- 3.1. Written quotes are valid for seven (7) days.
- 3.2. Quotes are an invitation to place an order, subject to change after seven (7) days.
- 3.3. Prices, discounts, and special offers are subject to change after seven (7) days.
- 3.4. Availability of services/props is subject to change after seven (7) days.

4. Holding Your Date:

- 4.1. Requests to hold dates are subject to a \$500.00 plus GST reservation payment.
- 4.2. The fee is payable within seven (7) days of the quote issued.
- 4.3. Payment contributes to the initial 25% deposit required to secure the date and reserve items.
- 4.4. No refund, return, or credit if the reservation/hold date is canceled.

5. Booking Confirmation:

- 5.1. Upon confirmation, the client receives a booking process including Booking Form and Invoice.
- 5.2. The Booking form is valid for seven (7) days.

- 5.3. The client is responsible for checking and ensuring the accuracy of Booking Form details.
- 5.4. The client must notify any updates, changes, or amendments to the booking form.
- 5.5. Order processing is based on the completed Booking Form.
- 5.6. The client agrees to terms and conditions outlined on www.wedsy.com.au by accepting the booking form.

6. Deposit:

- 6.1. A 25% deposit is required by the due date mentioned in the invoice to confirm your booking.
- 6.2. Deposit is non-refundable in case of cancellation or force majeure.

7. PAYMENTS AND PAYMENT METHODS:

7.1 The following payment methods are accepted:

- a. Direct Deposit: bank account details are provided at the bottom of your invoice.
- b. Credit Card: Payments made by credit card using MasterCard or Visa will incur a 2.5% merchant fee.

7.2. Further payments after the initial 25% deposit can be made on or before 7 days of your event.

8. BOND AUTHORISATION:

8.1. In place of a bond payment, we are entitled to hold your Credit Card details until the end of the event.

8.2. The Bond Authorisation Form accompanying your booking documents must be completed and signed before any dispatch of items/styling.

8.3. The hirer must provide images of the valid credit card and driver's license as referenced on the bond authorization form.

8.4. The credit card provided will not be charged without prior notification for any damages, loss, broken, or missing hire item/s.

8.5. An invoice of damages will be issued before charging the credit card.

8.6. A credit card surcharge applies as outlined in clause 7.1.b.

9. HIRE ITEMS:

9.1. If a hired product becomes unavailable due to unforeseen circumstances, we will offer a suitable alternative or provide a refund.

9.2. We are not responsible for any costs incurred due to unforeseen product unavailability or circumstances beyond our control (Force Majeure).

9.3. If a booking form is no longer valid, and the client makes a payment after the seven (7) day period, we are not liable if the event date or hire items are no longer available.

9.4. We are entitled to provide the date, hire items, design, and styling to another client after the seven (7) day period from the booking form's issue date.

9.5. In case of date unavailability and the client has made payment, the client will be refunded within 10 working days.

9.6. Hire items, including props and styling, cannot be changed or refunded once delivered unless faulty.

10. CONFIDENTIALITY:

10.1. Any correspondence, documentation, and information, including but not limited to emails, quotes, design concept files, booking forms, and invoices, are confidential between the client (you) and Wedsy - Weddings & Events (staff).

10.2. All confidential correspondence, documentation, and information cannot be disclosed to any third party.

11.0. Any leakage or disclosure of information to a third party constitutes a breach of contract.

11. FORCE MAJEURE:

11.1. In the event of cancellation due to a natural disaster, Government intervention, epidemic, or pandemic, a credit note will be issued for consequential payments (excluding the initial 50% deposit).

11.2. If the client postpones an event due to force majeure, Wedsy - Weddings & Events will collaborate on a new available date and transfer funds paid.

a. We are not liable for any loss or damage suffered by the client due to delays caused by force majeure events.

b. The booking will be subject to review for the new date, refer to Clause 11.2 and 11.3.

c. If the client wishes to hold the booking and delays securing a new date, a credit note will be issued.

d. The Credit Note is not redeemable for cash.

e. The Credit Note is to be used within twelve (12) months of the issue date.

f. The Credit Note is only valid for events with a value exceeding \$1,000.00.

11.3. We do not guarantee a new booking date. If the date is fully booked, we will work with the client to find a solution.

12. CHANGE OF DATE/TRANSFER OF DATE:

12.1. A change of date, transfer, or postponement is considered a new booking.

12.2. All requests for date changes are subject to a booking review.

12.3. We reserve the right to adjust pricing based on current market conditions and labor rates.

12.4. Changes affected by force majeure, refer to Clause 11.

13. CANCELLATION:

13.1. Cancellation requests must be made in writing to info@wedsy.com.au with reference to your booking number, name, and date.

13.2. In case of cancellation:

a. Wedsy - Weddings & Events retains any deposit paid.

b. The client is responsible for direct losses incurred or proven by Wedsy - Weddings & Events.

13.3. Cancellations within thirty (30) days of the event date result in the forfeiture of all payments.

13.4. Special order items cannot be canceled once production has commenced.

13.5. Credit Notes may be issued at the discretion of Wedsy - Weddings & Events.

a. Issued credit notes are not redeemable for cash.

14. REFUNDS:

14.1. Clients following an approved payment schedule are entitled to a refund of payments made after the initial deposit and before thirty (30) days of the event.

a. Allow up to ten (10) business days for refunds via Bank Transfer.

15.2. Refunds with incorrect bank details will incur a surcharge provided by the bank.

15. CHANGES, AMENDMENTS, AND VARIATIONS:

15.1. No changes, deductions, or reductions can be made within thirty (30) days of the event.

a. No refund or credit applies for changes within thirty (30) days or on the day of the event.

15.2. Increases are accepted within thirty (30) days and are subject to availability.

a. Payment for increases is required within 24 hours.

b. Refer to Clause 5.3 for payment methods.

15.3. Prices may change based on customizations.

15.4. Invoices may be issued for additional items required at setup.

15.5. Complimentary or discounted items are included if the client agrees to the original quote.

15.6. Wedsy - Weddings & Events reserves the right to remove or charge full price for complimentary or discounted offers if the original quote is amended.

15.7. Wedsy - Weddings & Events reserves the right to amend rates for changes to the original quote.

15.8. A variation fee, at our discretion, will be charged for any variation request, starting from \$30.00 per variation.

15.9. Any requests for changes to the quote or booking must be made in writing to team@wedsy.com.au with the booking reference number, name, event date, and details of the changes being requested.

15.10. Changes to the booking form can only be minor changes, for example, a flower color change.

15.11. All requests for changes must be signed and approved by Wedsy - Weddings & Events and the hirer/client.

16. DELIVERY, PICK UP, AND LABOR SURCHARGES:

16.1. Minimum delivery charges to Sydney Metro for prop hire or Bridal Party flower delivery are \$80.00.

16.2. Any restrictions by your venue in terms of set up or pack down that will restrict our time or accessibility for styling, set up, pack down will increase the labor fee and may be subject to being added to the final payment.

16.4. Delivery, Styling, and Setup for any event prior to 8:00 am will incur an additional fee. The charges vary based on distance, additional team members needed, and longer setup periods.

16.5. Late-night pack down (10:00 pm-8:00 am) will incur a minimum \$200.00 fee per hour thereafter.

16.6. Venues that only allow less than a 3-hour bump in will incur an additional surcharge.

17. LIABILITY FOR VENUE RESTRICTIONS AND WEDDING PLANNERS:

17.1. Wedsy - Weddings & Events is not liable for any restrictions of our services made by your venue on the day of your event, i.e., draping, floral ceiling Installation, backdrops, tables, etc.

17.2. Wedsy - Weddings & Events is not liable for any miscommunication/information that has not been reiterated or disclosed between Wedsy - Weddings & Events and the Wedding & Event Planner to the client in question.

18. ACCURACY OF INFORMATION, DETAILS, AND DESCRIPTIONS:

18.1. All correspondence, quotes, and booking documentation are prepared, itemized, and described to the best of our abilities and using the information available to us at the time. Care is taken to ensure that this information is correct, but we cannot eliminate the possibility of:

a. Human error in the entry of information,

b. Incorrect information provided to us by clients, venues, suppliers, or distributors,

c. Failure of clients, venues, suppliers, or distributors to supply updated and accurate information, details, or measurements.

18.2. Wedsy - Weddings & Events reserves the right to change any information, including but not limited to pricing, specifications, descriptions, or product names without notice.

19. DRY HIRE, LOSS AND DAMAGES:

19.1. The hirer must provide proof of identity and must disclose the damaged or missing location of where the items will be kept while on hire.

19.2. Flowers or Foliage are not permitted to be pulled in any way from any of our Flower Walls or floral arrangements. A \$20.00 fee will be applied per flower/foilage that is pulled out.

19.3. All items will be inspected prior to hire and will be inspected upon return/pickup.

19.4. The hirer is solely responsible for the collection and return of hired items.

19.5. Any items not returned, due to being lost, stolen, damaged, or broken beyond repair will be charged to the hirer at the full retail price.

19.6. Decorations and equipment are not to be moved by the hirer, people, or venue staff other than Wedsy - Weddings & Events staff, unless notified and prior written agreement is obtained by the management of Wedsy - Weddings & Events.

19.7. The client will be responsible for any damages in the event of movement by anyone else other than Wedsy - Weddings & Events staff and charged at full replacement cost of the item.

20. HIRE ITEMS

- 20.1. Our payment terms are strictly 14 days. Any payments overdue may incur a 10% penalty fee for every 7 days overdue.
- 20.2. Our preferred payment method is electronic funds transfer (EFT). A surcharge of 2.5% plus GST applies to all credit card transactions.
- 20.3. Any payments that are returned or dishonored by your bank may incur a \$25.00 administration fee.
- 20.4. Any overdue account may be referred to a debt collection agency for collection.
- 20.5. A 10% administration fee will apply to any claim paid via a third party (e.g., insurance claim).
- 20.6. Any disputes relating to invoices must be raised within 7 days of receiving the invoice.
- 20.7. The client shall be responsible for all costs incurred by the supplier in recovering monies outstanding including but not limited to debt collection agency fees and solicitor costs.
- 20.8. Legal proceedings for any unpaid invoices will be under the jurisdiction of the appropriate court of the supplier's choice.

21. AGREEMENT TO TERMS & CONDITIONS:

- 21.1. By proceeding to make a booking with Wedsy - Weddings & Events, you agree to our terms and conditions.
- 21.2. A copy of our terms and conditions can be downloaded from our website.

22 CANCELLATION:

- 22.1. All bookings and/or orders cancelled by the hirer will forfeit their deposit.
- 22.2. All orders cancelled within fourteen (14) days of the event date will be charged in full, and no refund will be provided for the total event order value.
- 22.3. Cancellations over 14 days in advance of the event date will forfeit the deposit. Exceptions may be considered for unforeseen circumstances such as death or hospitalization, of the client only, supported with an official statement and evidence.
- 22.4. In the case of unforeseen circumstances such as death or hospitalization of the client, a refund of 50% of the deposit will be considered on a case-by-case basis upon receipt of an official statement and evidence.
- 22.8. Cancellations must be submitted in writing to Wedsy - Weddings & Events at team@wedsy.com.au.

23 FORCE MAJEURE:

- 23.1. Wedsy - Weddings & Events shall not be liable for any failure or delay in performing its obligations under these Terms and Conditions where such failure or delay results from any cause that is beyond our reasonable control.
- 23.2. Such causes include, without limitation, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond our control.
- 23.3. If the delay continues for a period of 14 days, either party may terminate or cancel the agreement without penalty.

24. VENUE LOCATION AND DECORATIONS:

24.1. Wedsy - Weddings & Events reserves the right to refuse decorations based on location, time of year, or weather conditions.

24.2. In the event of extreme weather conditions, Wedsy - Weddings & Events reserves the right to relocate the hire items to a safer location within the venue and/or postpone the booking if necessary.

24.3. If the event requires outdoor setup and there is a chance of rain or any other extreme weather condition, the client must provide an alternative indoor location as a backup.

25. VARIATION:

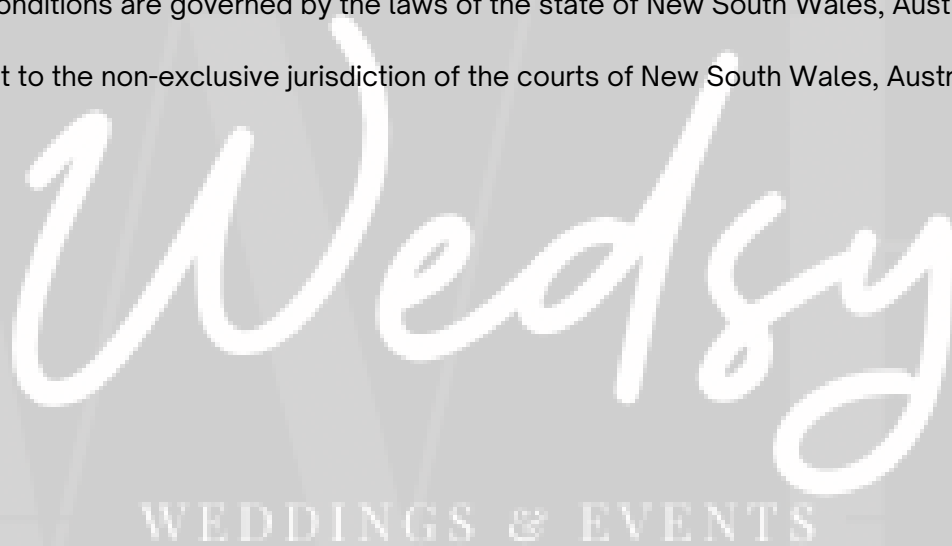
25.1. Any variations to these terms and conditions must be in writing and agreed upon by Wedsy - Weddings & Events.

25.2. Any agreed variations will be considered an extension of these terms and conditions.

26. GOVERNING LAW:

26.1. These terms and conditions are governed by the laws of the state of New South Wales, Australia.

26.2. Both parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

The logo for Weddy Weddings & Events features the word "Weddy" in a large, white, cursive script font. Below it, the words "WEDDINGS & EVENTS" are written in a smaller, white, all-caps, sans-serif font. The entire logo is centered on a light gray background that has a faint, large watermark of the word "WEDDINGS" in the background.