

SERVICE CONTRACT TERMS AND CONDITIONS

DEFINITION OF AGREEMENT

This is an agreement between You and Us, Just Beautiful Events. We and Us means both you and the Company. The effective date of this Agreement is when You accept this Agreement in accordance with the procedure set out below. You hereby consent to the exchange of information and documents between Us electronically over the Internet or by e-mail and that this electronic Agreement shall be the equivalent of a written paper agreement between Us.

PAYMENTS

Visual proposal and Quotation

Where we have had Initial contact with you via phone, email or other means we may agree to provide you with a visual proposal and quotation. We will invoice you to cover the cost of preparation of the proposal which is due for payment prior to work commencing.

This quotation may include fees for hire or purchase of items that we feel are suitable for your event or that you have requested to be used. It will also include fees for our services which may include travel to and from the site if we deem a site inspection is necessary prior to the event and costs for travel to and from the venue on the day of the event if we are required to set up, manage or pack down the event. We will also include fees for additional time spent researching, sourcing and liaising with Vendors on your behalf and any other goods or services required to bring your event together.

We offer you a visual representation of how your event styling may look, this may be in the form of an e-board. There is no guarantee that the items displayed in those designs are exact representations of what will be used at your event and are for visual effect only. We offer one (1) complimentary design board revision. Should you wish to make further changes or alterations, time will be charged at an hourly rate in 30-minute increments. We require written confirmation that you agree to all elements recommended for you including the pricing on the quotation. We will also provide you access to our Service agreement which must be checked/signed before any work begins. This is usually done electronically and once received an invoice will be prepared.

Should we have less than 28 day's notice to plan your event we may choose to immediately provide you with an invoice rather than a quote which will require immediate payment. No responsibility is taken to secure suppliers or items requested at short notice.

Obligation and Proposal acceptance

There is no obligation for you to accept the proposal or quotation, however If you do accept the proposal and quotation an invoice will be prepared and forwarded to you via email and requires immediate payment in line with the payment schedule listed below. If payment confirmation is not

received within 24 hours of the invoice being sent, we reserve the right schedule another event on that date. We cannot hold the date of your event without payment. Quotations are valid for 7 days.

Deposit

A minimum 50% deposit will be required at the time of accepting the agreement and is non-refundable. No works shall take place until such time as the agreed deposit has been received and cleared and the Service contract agreed upon. We may, at times request a higher payment where Suppliers have requested full payment for their products or services up front. We reserve the right to revoke our involvement in your event if we do not receive payment within the required timeframe.

An itemized invoice, along with a payment schedule and due date will be provided to you to assist with making payments on time. Please check your invoice to ensure everything has been listed as agreed, such as all styling and decorative elements and floral arrangements etc. If it is not listed on your invoice, it will not be provided. If you think it may be missing something, contact us immediately.

A further 25% of the remaining fee is required 6 weeks from the event date to ensure that final payments can be made on your behalf to Vendors, Contractors and Suppliers. An invoice will be provided to you for immediate payment and if payment confirmation is not received within 24 hours you are at risk of not receiving all items or services in time for your event. In this case, we take NO responsibility for goods or services that could not be secured. Should the event be less than 6 weeks away when you agree to engage Us, you will be invoiced for 75% of the total invoice cost for payment immediately. The final payment of 25% is required 7 days prior to the event date.

If you are unable to meet your payments by the due date, please contact us immediately in writing. A payment plan may be agreed upon at the discretion of Management and will be confirmed in writing should this be an option. Late payments or failure to pay on or by the due date, without prior notification will incur a fee of 25% of the balance remaining for each day it is overdue. For accounts overdue by more than 14 days, a Debt recovery agency may be engaged to recoup payment. Please remember, we are a small business and rely on our Clients to pay us in a timely manner so we can provide you with the event you desire.

Payment Schedule

Deposit 50%

Immediately upon engaging JBE to execute the agreed plans/designs for your event

Payment 25%

6 weeks prior to your event date

Final payment 25%

7 days prior to the event date

LIABILITY

You, the customer accepts all liability for all damages to persons or property, for the duration of the event.

You, the Customer take full responsibility for all persons entering the premises as a guest, supplier or contractor. You will ensure that appropriate Insurance is held by all site contractors prior to any works being carried out and will notify Just Beautiful Events should you have any concerns about contractor cover.

HIRE AGREEMENTS

The Client accepts responsibility for hired items including but not limited to, the Venue, Styling décor and Furniture. Any costs for cleaning, repair or replacement of hired items will be charged directly to You, the customer.

You, the Customer are required to sign off on all hire agreements and take full responsibility to adhere to the supplier's terms and conditions. On the day of your event, once goods have been delivered/setup the responsibility of all goods becomes the hirers.

You agree to return all hired and/or loaned items in the condition in which they were hired, and, in the time, frame required as per the agreement. All items are checked for condition on return ready for the next hirer.

All items hired from Just Beautiful Event Hire can be collected at an agreed time from our home base in Brisbane and returned to same unless otherwise agreed. Delivery may be agreed upon for a fee, with Metro Brisbane areas.

Hire is for one day (24 hours), starting at the time of collection/delivery. Late or non-return of items will incur a fee.

Should you have any questions or concerns about any item you have hired, please contact us immediately via phone so we can assist you in a timely manner.

CANCELLATIONS AND REFUNDS

Should you wish to cancel your event at any stage for any reason please contact us to discuss the matter.

The initial payment made is non-refundable as this is taken to secure your date, to pay deposits to Vendors and to cover our fee for services already rendered. Any remaining monies paid will be forfeited if less than 6 weeks' notice is given for cancellation.

Cancellation due to Qld Health advice, restrictions and/or directives related to the Covid-19 pandemic will be reviewed on a case by case basis. We will endeavour to secure a refund for all monies paid however this will be dependent on refund policies of individual suppliers who have already received payment for product and services. Payment made to us, for our services may be refunded or a credit given for work not yet carried out.

Postponed events will be dealt with at managements discretion and a determination will be made as to whether we will accept an alternate date or if a credit can be offered.

If the event is cancelled by Us, we will provide a written notification and offer a referral to another company who may be able to assist you with your event. We will provide you with a refund of monies already paid up to that point excluding monies paid to us for services already rendered, and monies paid to Vendors, Contractors or Suppliers for their goods or services, regardless of whether this is a deposit or full payment. We will endeavour to secure refunds on your behalf from all Vendors where monies have been paid but cannot guarantee refunds as it may not fall within their terms of service. If we are unsuccessful in reaching an agreement with the supplier, we urge you to contact the supplier directly.

Should your event not go ahead due to an act of God, such as severe inclement weather, fires, floods or other situations out of Our and Your control we will offer to reschedule your event to another time or offer a credit for the total cost of monies already received, with the exception of payments already made to suppliers or for services already rendered. In this instance you will be required to contact the supplier directly to discuss your circumstances to seek a suitable outcome.

If you feel at any time that our service is not what you anticipated, please raise this matter with us immediately to enable us to try to remedy the situation. We take our job and your event very seriously and want to ensure that you receive nothing but the best service and the most amazing memorable event.

ADDITIONAL COSTS

Short notice

We require a minimum of 28 days' notice in order to be able to assist you with your event. For all Event requests under 28 days, a \$360 surcharge will be added to your quote.

Public Holidays, Sundays or Midnight

Due to higher staff costs, Public Holidays, Sundays or midnight pack ups incur an additional surcharge. This is for standard setups, however for larger events this may be at a higher rate. Just Beautiful Events will advise during the quotation process or as amendments are made if your event will incur additional charges. Often this cannot be confirmed until the month prior when venues confirm bump in/bump out requirements. Setup & Pack down is required to be in one shift each. If a staff member is required to return at an additional time to move goods additional charges will apply.

Travel

Travel costs will be factored into the initial quote. For all travel greater than a 15 km round trip, to and from the venue, supplier meetings and initial and final consultation, you will be charged in 30 minute increments of our hourly rate.

Should overnight or extended interstate or intrastate travel be required, full payment of travel costs will be required a minimum of 6 weeks prior to travel date. This payment covers mileage (if driving), flights, hire car and accommodation. Road travel will be considered but not guaranteed if the total round trip is less than 4 hours.

PHOTOS/VIDEOS

You, the Customer permits and allows Just Beautiful Events to use all images or video.

taken by Us, whether professionally or personally, before, during and after the event to promote the business by means of advertising. The material may be used on websites, social media, online or hard copy magazines and other such media, provided that the images are used lawfully and without damage to the Client(s). You, the Clients' or your guests may be tagged, or otherwise identified, unless otherwise agreed in writing.

We ask, in good faith to have access to any professional images or video taken by You or your representatives of your event to use for our advertising and promotional needs.

COPYRIGHT & CREATIVE LICENSE

All materials whether electronic or hard copy, created by Us remain the property of Just Beautiful Events. This includes but is not limited to documents, quotations and designs created for you. You are not permitted to use, copy or distribute those materials to any third party without prior written consent from Us.

Designs created for you are intended for the purpose of being a visual storyboard of how your event might look. Elements used in designs at the time of creation may or may not be available for purchase or hire and no guarantees are given. Upon your agreement in writing, to the final design we will provide an invoice for immediate payment. Once payment is available to Us, we will contact supplier on your behalf to source agreed elements. Where *high value items are unavailable, or the Supplier quoted price has changed to a higher price we will contact you to discuss a suitable replacement or substitute. *if the total cost for that particular item/s is over \$100.

For items under the total cost of \$100 we will use our own determination (Creative License) to choose another item/s that we deem suitable as a replacement or substitute. Should you want Us to notify you prior to sourcing replacements for items under \$100 please advise us in writing immediately prior to work commencing and prior to signing this agreement.

Where there is a variance in Your favour of \$100 or less, between the quoted price on the invoice and the actual costs at the time of ordering/purchasing we reserve the right to use that variance towards purchase or hire of times to be used within the event. This may include additional styling items or upgrades determined by Us. If the variance is higher than \$100 we will advise you in writing to determine your preference.

PRIVACY

This privacy policy sets out how Just Beautiful Events uses and protects any information that you Us, when you use our Company. We are committed to ensuring that your privacy is protected. Just Beautiful Events effective from 9/12/2019

What we collect

We may collect the following information:

- name
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new services, special offers or other information using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone or mail.
- We will never sell your information.

SECURITY

We are committed to ensuring that your information is secure. To prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. Within 14 days of the conclusion of your event and the satisfactory fulfilment of this contract your credit card details will be shredded. We will not hold copies of your credit card or payment details once your event is completed and all payments have been made.

PERSONAL INFORMATION

You may choose to restrict the collection or use of your personal information in the following ways:

if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [email address]

We will not sell, distribute or lease your personal information to third parties.

You may request details of personal information which we hold about you under the Data.

Protection Act 1998. If you would like a copy of the information held on you, please contact us for our mailing address. If you believe that any information, we are holding about you is incorrect or incomplete, please email us as soon as possible. We will promptly correct any information found to be incorrect.