



Terms & Conditions for all Services

Dear clients, please ensure that you read these terms and conditions carefully, before a deposit is paid, as payment of the deposit will indicate that you read, understood and agreed to the terms and conditions which apply to all sales and services provided by Acara Styling & Co.

1. DEFINITION

The "Owner" is Acara Styling & Co (ASC)

The "Hirer" refers to the person, company, corporation or government agency, or its representative who shall hire equipment or engage the services from the Owner.

The "Equipment" means all the items hired out by the Owner to the Hirer.

"Terms" means these Terms and Conditions.

"Products" – All items hired for the Owner by the Hirer.

"Services" – All services provided by the Owner to the Hirer.

"Supplier" - A person or organisation that provides something needed such as a product or service.

2. QUOTATIONS

All quotes provided expire within 14 calendar days. Acara Styling & Co reserves the right to adjust prices in any quotation once the expiry period has passed. Items are hired on a 'first in, first served basis' and a quotation does not guarantee the availability of any or all items.

During the validity period, all products services quoted are held reserved for the Hirer. The Hirer must pay a deposit within this time period to reserve the specified service or equipment quoted. Paying a deposit after the quote has expired will not confirm the booking. The products/services can only be re-offered provided they are still available, and not allocated to other events.

All quotations are valid for the specified event only and are dependent on Acara Styling & Co being given appropriate access to deliver, install and dismantle its products/services on the day/times specified in the quotation.

These arrangements are to be confirmed by the venue and the Hirer with Acara Styling & Co before the deposit is paid. Acara Styling & Co has the right to pass on any price increases on sub-hire equipment by suppliers.

Acara Styling & Co has the right to pass on any increase in labor due to the last-minute change, including additional fees incurred through late night or early morning installations or dismantling or waiting 30 mins due to delays outside the control of Acara Styling & Co. Acara Styling & Co has a minimum order of \$100.00 on events during peak season (Nov 1st-April 30th).

3. BOND

Acara Styling and Co requires the Credit Card Bond Form to be complete before hire. If the product is not returned in the same condition as were hired out to the Hirer minus there will be a charge to the Hirer.

Before the credit card is charged Acara Styling & Co will discuss the amount with the Hirer if any fee incurred either due to late fee/extension fee and breakage/damage fee. A valid credit card is required to secure the bond, in the instance the hirer does not own a valid credit card the bond is to be

paid/secured in cash.

4. HIRE RATES

These are based on a 1-day period. Extended hire periods can be arranged in the original booking of the Hirer and will depend on the availability of Equipment. Acara Styling and Co. will provide a quote for an extended hire period on the request of the Hirer.

5. DEPOSIT, PAYMENTS AND OTHER FEES

A non-refundable deposit of 50% of the total hire/service cost is required to be paid to Acara Styling and Co 7 days from the invoice being sent to confirm the Hirer's booking. Deposit paid will come off the total bill payable. Deposits are required for all orders, with the exception of:

- I. Orders placed less than 30 days from delivery require full payment to secure the booking.
- II. All Custom Built or Special Purchase Equipment requires full payment at the point of booking to commence manufacture or buying process. Prices quoted are for delivery on street level. Extra charges may be payable for delivery to and removal from higher or lower level. The total invoice must be paid 30 days before delivery or pickup of any Equipment. If the Hirer does not comply with this, Equipment will not be released, and the deposit is non-refundable. If the Hirer requests to have item/s removed from the invoice after the deposit is paid the 30% deposit is non-refundable nor transferable. Out of Hours Dismantle or Install: \$100.00 Per Hour (between the hours 9pm & 8am) Not Negotiable. All prices are quoted in Australian Dollars and include GST. A 15% surcharge will be incurred on public holidays. In paying the deposit, the Hirer accepts and agrees to comply with all Acara Styling & Co terms & conditions.

6. PAYMENTS

Please ensure when making a payment you include the reference/invoice number and inform Acara Styling & Co of payment.

Payment can be made by Direct Deposit, Cash or Cheque.

PAYMENT DETAILS

BANK TRANSFER

Account Name: Acara Styling & Co

BSB: 036058 | Account: 049282

Ref: Invoice / Reference Number

Bank: Westpac

7. FINAL PAYMENTS

Final Payments are due strictly 14 days prior to the event date unless otherwise arranged by the Hirer and Acara Styling & Co If the item has been booked less than 14 days prior to the event full payment is required.

Wedding Specific: All details of a wedding quote must be finalised 60 days prior to the wedding due to the need for notice with

flower, sundries, staff and supplier third party purchases and orders. After that time, order reductions of more than 5% will not be accepted within 60 days of the order fulfilment date. By 14 days prior to the wedding additional services or hire equipment may be added to the quote/invoice however strictly no reductions of cost or hire equipment can be made.

Cheques must be received 21 days prior to allow for clearance. We will not order any items until payment clears. Late payments will risk the availability of colours and hire items, especially if custom ordered. Failure to make payment within the specified timeframe may result in additional administration costs incurred. We reserve the right to cancel the booking if payment in full is not received within 14 days of the event. Monies paid will not be refunded. If payment is late, we cannot guarantee the availability of stock. We will not order custom stock until the hirer account is settled.

8. CANCELLATIONS & REFUNDS

Booking deposits paid are non-refundable to cancellation, change-of-mind or change of date. No refund applies to deposit amount.

Cancellations are requested via email to hello@acarastyling.com.au. Cancellations made more than 30 days from delivery will receive a refund of any funds remitted, excluding the booking deposit. If Cancellation occurs within the 30-day period prior to the event date the Hirer will be charged 50% of the total event cost. No refund applies for equipment cancelled on delivery. No refund applies to cancellations of custom built or special purchase equipment and full payment must be paid by the Hirer.

In the result of cancellation of a coordination package Acara Styling & Co will charge for time spent on the planning process in addition to the deposit paid. All booking deposits are non-transferable.

9. EFFECT OF TERMINATION

The Hirer agrees the Owner is entitled to take possession of hire items/equipment immediately if it is not returned or partially returned. The Hirer assigns the Owner as the Hires Agent and authorises the Owner to:

- I. Enter upon any land, premises, property owned by the hirer, property connected to the Hirer, or in use by the hirer upon which the equipment is located to remove or relocate the Owners equipment.
- II. Remove or relocate any items rented by the Hirer from the Owner even if the items are connected to the property, in use by the hirer or any other persons contained within the property.
- III. Remove or relocate any equipment believed to be misused/misemployed by the Hirer. If the Hirer does not abide by the Owner's Terms and Conditions at the

expiration of the agreement the Hirer shall pay an additional charge of 100% of the daily/part day hire rate for the additional time/use of equipment hired.

10. WEDDING & EVENT COORDINATION

The role of Acara Styling & Co is initially that of an Advisor. The Hirer will make actual selection of the Service Providers with guidance, and Acara Styling & Co will implement these selections.

The Hirer will make payment directly to the Service Providers and not to Acara Styling & Co unless otherwise requested by the hirer. Service Providers accepted by the Hirer shall be liable for their own business practices.

The Hirer agrees to hold harmless Acara Styling & Co for any error, non-performance, or change made by any vendor. Liability is limited to the fee paid. The Hirer understands that Acara Styling & Co will not enter into this agreement without this clause. The Hirer agrees to hold harmless Acara Styling & Co for an Act of God, weather conditions that may affect the event, acts of war etc.

In the event the Hirer is forced to change the date of the wedding; every effort will be made by Acara Styling & Co and staff to transfer location reservations and sub-contractors to support the new date. Additional service charges will be applicable in such event.

The Hirer agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Hirer. The Hirer further understands that last minute changes can impact the quality of the event and that Acara Styling & Co is not responsible for these compromises in quality.

11. VARIATIONS TO INSTALLATION & DISMANTLE

Delays in access to the venue for installation or removal will incur a standby charge at the rate of \$50.00 per hour. Electrical power is to be provided by the Hirer/Venue as per the agreed conditions. Acara Styling & Co does not warrant the suitability, capacity or electricity supply arrangement unless specifically provided by Acara Styling & Co.

In the event of the venue changing the installation or dismantle times outside that which is possible for Acara Styling & Co, the Hirer accepts the risk that the job may not go ahead as offered and that alternative arrangements must be made. In the likelihood this should happen, the Hirer accepts responsibility for full payment of the quotation and any additional costs incurred.

In the event that an unforeseen situation occurs and changes to the design must be made, Acara Styling & Co will make every endeavour to contact the Hirer to approve any changes. If, however, the Hirer is not contactable, Acara Styling & Co reserves the right to alter the design to fit in with the constraints. By paying the deposit, the Hirer agrees to this potential situation. In the event of existing or external hire items impacting the installation of the quoted items we will

endeavour to install quoted items. E.g. if another company has installed lighting or venue has installed permanent lighting. If unable to install/deliver/dismantle due to this reason no monies will be refunded. No liability is accepted where incorrect use or mistreatment of equipment occurs, or if the installation is altered or changed by the Hirer/Venue without permission. Once installed and until dismantled, loss or damage to equipment and all other risk passes to and remains with the Hirer/Venue.

Adverse weather conditions & garden watering systems can affect outdoor setups. The Hirer agrees not to undertake any garden watering in proximity to the installed equipment, and acknowledges that while every effort is made to minimise the impact of adverse weather, any consequences of adverse weather remains the Hirer's risk and Acara Styling & Co to be reimbursed for any damages/ replacement of their equipment.

Acara Styling & Co will not adjust, dismantle, and install any existing fixtures in the venue that are going to affect the agreed design. This is up to the venue to arrange. Please ensure also that the workspace is clear of furniture and hazards unless negotiated with Acara Styling & Co.

In the event of adverse weather conditions that prevent the event or hired goods being installed or taking place at the arranged site, no monies will be refunded. Acara Styling & Co will do their best to accommodate any reasonable request to setup the event in an alternate location providing this does not interfere with other bookings/clients. If there is a chance of inclement weather that will affect hired good a decision must be made no later than 12 hrs prior to the arranged install time.

12. PROBLEMS BEFORE & DURING EVENT

Once installation is complete, all lights/decorations are checked by Acara Styling & Co and left in full working & clean order. Information as to the whereabouts and operation of the power/dimmers/controls will be explained to a person nominated by the Venue/Hirer and that person will be responsible for turning on the lights or delegating this responsibility before the Hirer arrives.

If decorations are found to be not working/ in order, Acara Styling & Co should be contacted within this period or as soon as it is noticed so they have time to fix any problems. If the Venue/ Hirer does not contact Acara Styling & Co they cannot be held accountable for any problems and the Hirer will not be entitled to any refund.

13. LIABILITY AND INDEMNITY

NOTE: All props are used and therefore reasonable signs of wear and tear will show as they are continual hire items. The Hirer is liable to pay any cost that occur for any repairs, damage, loss or breakage of goods from time of pickup, delivery or install until returned, collected or dismantled to/by Acara Styling & Co staff. Replacement & repair costs will be charged at the discretion of the supplier, regardless of whether the Hirer,

venue or guest damaged the item. Replacement costs are charged in full. It is up to the Hirer to follow up payment if damaged by a third party during the hire period. Any Equipment used outside is done so entirely at the risk of the Hirer. In no case should the Equipment be used or left outside in the rain or overnight. In no case should any furniture (including dining chairs and lounge furniture) or floor coverings such as rugs be used on wet or muddy ground.

All items must be stored with covers provided when not in use and left in secure dry storage. Credit card details are required as a security bond from the Hirer and held in the case of any and all repairs, damages, breakages, theft or unaccounted Equipment from Acara Styling & Co.

Once all Equipment is returned and checked that it is in the same condition as prior to dispatch no charge will be made. Acara Styling & Co decision as to the condition of the Equipment prior to dispatch and on return shall be final. Any charges made regarding damages, breakages, professional-cleaning costs, repairs or shortages the Hirer will be invoiced accordingly and the relevant amount will be charged to the Hirer's nominated credit card.

Upholstered items and furniture that are returned dirty will be professionally cleaned at our warehouse this includes items returned with muddy marks, scuff marks and grass stains and an invoice will be issued to you and charged to the Hirer's credit card for payment.

If an item is returned damaged but repairable, you the Hirer will be sent an invoice for the cost of repairs and payment will be charged to the Hirer's credit card. It is the responsibility of the Hirer to ensure all crockery and glassware is rinsed of food and drinks and must be re-packaged exactly as delivered.

In the event that Acara Styling & Co is issued with a fine due to the instructions of the Hirer, the fine will be payable by the Hirer. The Hirer agrees that all charges for hire loss, hire extension, damage and repair will be paid and that all collection fees, legal fees or any expenses involved in the collection of these charges will be paid by the Hirer.

14. USE OF PHOTOS

Acara Styling & Co will use the photos of our creative work for promotional purposes. Please let us know if this is an issue. All creative work by Acara Styling & Co must be credited accordingly. All publications (media, print, blog, social media) must credit us as the supplier for the concept & items hired within this quote/invoice. Disagreements and disputes shall be submitted to the jurisdiction of the courts in Western Australia.

Date:

Name:

Signature:

End of Terms and Conditions.