

# **HYGGE STUDIO PTY LTD TERMS & CONDITIONS**

## **1. GENERAL**

### **TERMS AND CONDITIONS**

#### **1.1. OUR FEES**

All prices quoted by Hygge Studio are valid for (30) days. Items listed in the quote are not placed on hold until the deposit payment is made. A 50% deposit is required to secure your items for the requested date unless payment terms have been agreed upon in writing. This is a Non-refundable deposit. Payment is due 7 days from invoice. Full payment of your invoice is required prior to scheduling installation/dispatch. Should you need to reduce or cancel items inclusive of floristry, graphics & custom builds no reductions can be made within (6) weeks of event. After this point no Cancellations can be made within (4) weeks of Event date will result in loss of the complete payable amount. If our engagement is subsequently terminated by you or us, all monies paid or payable by you by way of deposit shall be forfeited to us absolutely.

Payment can be made by bank transfer or all major credit cards are also accepted. Credit card transactions will incur a fee.

The scope of the work that Hygge Studio Pty Ltd ABN 82 619 401 464 ('we' or 'us') are to perform for you is detailed in our fee estimate. If the work required extends beyond the original tasks, we will carry it out at our hourly rates, unless otherwise agreed with you (including by further or varied fee estimate). We will let you know our current hourly rates when providing a fee estimate. Our fees will be subject to GST unless otherwise provided within GST law.

Quotes are fee estimates only and are subject to change. The actual costs may differ from the estimate depending upon the circumstances and the amount of work actually undertaken as directed by you. If it becomes apparent during the course of the matter that an estimate needs to be revisited, we will amend it. In the absence of agreement to the contrary, we use hourly rates in determining the charges for our work.

The client will make payments directly to us for the services and bookings of all vendors and service providers unless organised otherwise. We reserve the right to markup on supplier quotes to cover additional admin, meeting and travel costs incurred. We reserve the right not to disclose these markups and payment arrangements. We recommend suppliers that have proven experience in this industry, but we cannot guarantee any service providers performance or product. We do not take responsibility for other service providers insurance and liabilities and we expect that all of our contactors provide insurance certificates for working on site.

You may authorise us to incur disbursements on your behalf (including, without limitation, disbursements related to graphics, floristry, hire equipment, entertainment, transportation, photography, food and beverages and all other supplies that are not part of our services), which disbursements will be passed onto you.

By directing us to commence work, you agree to pay our fees and any disbursements, plus GST (if applicable), on or before the date provided in our invoices for payment or otherwise as provided in our fee estimates provided to you or as otherwise agreed with you.

Hygge reserve the right to charge a change of date fee on postponed events. This fee covers the administrative work required to make changes with suppliers and accommodates for further admin work around the time of the new event date.

For the avoidance of doubt, all items provided by Hygge (including custom-made items) remain the property of Hygge at all times and must be returned at the end of the relevant hire period/ event/ installation unless otherwise agreed by Hygge Studio in writing.

## **1.2. BINDING TERMS AND CONDITIONS**

By directing us to commence work, you agree to be bound by these terms and conditions.

## **1.3. TERMINATION AND CANCELLATION**

We may terminate our engagement if you breach the terms of the engagement, such as by not paying our accounts or for any other good cause. If this happens, you will be responsible for our fees and disbursement plus any GST incurred or accrued prior to termination.

If the contract is terminated by the client for whatever reason prior to the event. You will be invoiced for work completed to date plus any fees and supplier deposits. We are not liable for the terms & conditions of the individual supplier's payment terms. If the event is cancelled no refunds or credits can be given for deposits paid against the event to us or other suppliers that we may have booked. If the event is cancelled within 14 days of the event no refund can be given if the full payments to us and suppliers have been processed. You will also be liable for any fees and charges that may be a result of cancellation.

Cancellation of a booking due to Covid-19 government regulations will be accessed by management. Any payment processed, will be credited to a new date. All refunds must be discussed and approved by management. Charges may apply for perishable items or fees as a result of the cancellation.

## **1.4 FAILURE TO PAY**

In addition to our rights under section 1.3 above and our rights and remedies at law, if you fail to pay to us any amount when due, we may in our discretion suspend or withhold access to any services or other articles provided or supplied by us or the performance of our services until such failure is remedied.

Any amounts due to us will incur interest from the date payment was due until the date payment is made at a rate of 2% per month.

## **1.5 SUPPLY OF SERVICES TO OTHERS**

Any engagement for services does not restrict us from providing services of the same or similar nature to any other person.

## **1.6 INTELLECTUAL PROPERTY**

No intellectual property (being all rights (whether present or future) conferred by any licence, statute, common law or equity in, and in relation to, copyright, patents, trade or service marks, branding, designs, plans, conceptual briefs, know how, inventions, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields) arising from our services will vest in you until we have been paid in full all amounts owed (continentally or otherwise) by you to us for our fees and disbursements plus any GST.

## **1.7 FORCE MAJEURE**

If we are unable to undertake any services due to any matter outside of our control, we may terminate the engagement in whole or part by notice to you and will not be liable to you for any loss, damage or expense suffered or incurred by you or any other person in connection with same.

It is the responsibility of the client to notify Hygge Studio of any changes that have occurred or may affect the planning and run of the event. Hygge Studio will use professional judgment when taking action in regard to changes, weather, tardiness, non--performance etc. based on the situation, time limitations and/or the client's wishes.

## **1.8 INSURANCES**

You agree to take out all prudent insurances for any event planned or styled by us and to apply such insurances towards reinstatement in the event of any claim and to indemnify us in connection with any loss, damage or expense suffered by us in connection with such event.

## **1.9 NO WARRANTY**

Subject to any warranties implied by law which are incapable of limitation or exclusion, any goods or services provided by us are provided without any warranty. You rely on your own skill and judgment in selecting us to provide the goods and/or services and assume the entire risk as to the results generated from the provision of the same.

We shall not be liable to you or any other person for any direct, indirect, consequential, special or exemplary loss or damage or costs, fees or expenses suffered or incurred by you or any other persons such as, but not limited to, loss of revenue, anticipated profits, lost business or any other economic loss arising out of or in connection with this engagement and the provision of the goods and/or services, whether by reason of any negligence, error or deficiency on the part of us or our employees, agents or contractors or otherwise.

## **2. HIRE**

### **2.1 CONDITIONS OF HIRE**

These Conditions apply to the Equipment hired by the client. Any extension of the Term must be agreed to by the parties in writing. The client must not remove Equipment which has been securely installed without the prior written consent from Hygge Studio. The client agrees and acknowledges that it has received adequate instructions from Hygge Studio regarding the correct and safe use of the Equipment, which may include physical demonstration or verbal or written instructions. While the client has possession of the Equipment, the client acknowledges responsibility for the Equipment and is liable in accordance with these Conditions for any damage, loss or destruction thereto.

All props, florals or hired items provided by Hygge Studio are the property of Hygge Studio and provided on a hire only basis, unless otherwise agreed in writing. The client agrees and acknowledges that Hygge Studio always remains the legal owner of Equipment and these Conditions do not give any rise to any hire purchase agreement, leasing agreement, or an option to buy such Equipment.

### **2.2 AMENDMENTS AND CANCELLATION**

Any final amendments to Hygge Studio hire items must be made (4) week before the event. Upon balance payment of this quote these items are locked in and no amendments can be made to these particulars. However, we are happy to add or source additional products. Any additional items or last-minute requirements will be invoiced separately. Change of hire date within 1 week can be credited for the new date.

All cancellations are to be made in writing or by email. All deposit payments processed are non-refundable. Cancellation of a confirmed booking (4) weeks prior to the event date will automatically forfeit the deposit payment. Cancellation on the event day will result in the complete loss of total balance.

### **2.3 DELIVERY AND RETURN**

Delivery, collection and/or return of Equipment is at the clients' expense. If Hygge Studio is required to deliver Equipment, the client must provide safe and proper access to the delivery site, including making sure that the site will be clear of all obstructions to allow Hygge Studio to erect, install or place the Equipment safely. The client agrees and acknowledges that it will pay Hygge Studio additional delivery charges (as reasonably determined Hygge) for delivery of any Equipment that requires extra labour pending scope of access.

Delivery outside of standard business hours (Monday – Saturday, 6am – 6pm) will incur a higher charge for delivery and labour.

## **2.4 PICK UP AND COLLECTION**

If the client collects Equipment from the Hygge Studio warehouse or Atrium, the client is required to provide blankets and straps to ensure the Equipment can be packed and travel safely. Hygge Studio must witness the return of any Equipment to Hygge Studio property.

Items that exceed over the hire amount of \$100 are charged a product bond, which is refundable on return ensuring the items are received back in a good condition. If management deems the item damaged or requires repairs on return a damage fee will be charged, the product hire bond will be deducted from the overall maintenance/ replacement cost.

## **2.5 DAMAGE**

The client is responsible for the Equipment from the time of delivery/collection until collection/return by or to Hygge Studio. The client agrees and acknowledges that it must pay for all damage to, or loss of the Equipment however caused during that period. Any hired items broken, damaged, lost or stolen will be charged at full retail value to you.

The optional 8% damage waiver includes any accidental damage and normal wear and tear to hired equipment. The damage waiver does not relieve the client of paying for loss or damage to equipment caused by negligence, such as misuse of the equipment intended purpose, exposure to weather (e.g. rain, heat). The damage waiver does not cover sub-hired items. If you chose to remove the damage waiver you are liable for the cost associated with any damage or replacement of items.

## **4. WEDDING & EVENT SERVICES**

### **4.1 HYGGE RESPONSIBILITY**

Hygge Studio shall throughout the continuance of the agreement provide event management services to the client. Hygge Studio will use reasonable care and skill in providing the event management service.

Upon accepting this contract, you agree that the commitment by Hygge Studio to you includes all items and services as outlined in the itemised quote issued.

Hygge Studio act only as an independent contractor brokering the contracts between the supplier/service provider and the event contact. You the client and the supplier/service provider are the contracting parties. The client agrees to all sub-hire terms and conditions when approving invoice.

The client will make payments directly to us for the services and bookings of all vendors and service providers unless organised otherwise. We reserve the right to markup on supplier quotes to cover additional admin, meeting and travel costs incurred. We reserve the right not to disclose these markups and payment arrangements.

The client gives permission and shall allow Hygge Studio to use any photograph of them, the wedding ceremony/reception/ or event setting for viewing on our website and related social media outlets for promotional purposes only. Hygge Studio will obtain written consent from your photographer for the use of their professional images. The photographer will be credited for each photo. The couple will be contacted for permission and written consent for use of images for any other form of advertising other than publication on Hygge's various social media channels linked to the business.

### **4.2 INTELLECTUAL PROPERTY**

Any event or design concept created by Hygge Studio for a client proposal is exclusively owned by Hygge Studio Pty Ltd.

### **4.3 EVENT CLIENT RESPONSIBILITIES**

The client is entering into a partnership with Hygge Studio, placing trust in Hygge's abilities to make styling decisions with the clients brief in mind, Hygge Studio has a brand that will be reflected within all work for the client.

The client is responsible for payment to Hygge Studio as per this contract. In the event payment has not been received within seven (7) working days of the date of the invoice, Hygge Studio reserves the right to cancel the contract and your event date & time may be re-booked by other parties, without exception and without notice.

The client is responsible for notifying Hygge Studio of any changes or amendments required in a timely manner. Hygge Studio will not be held liable to any changes made by you or your selected service providers. Any cancellation or amendment fees will be payable by the client.

We recommend suppliers that have proven experience in this industry, but we cannot guarantee any service providers performance or product. We do not take responsibility for other service providers insurance and liabilities and we expect that all of our contactors provide insurance certificates for working on site.

In the circumstance that Hygge Studio is required to, or forced to, exceed time on location that extends past the agreed contracted hours, the client will be invoiced post event for this additional time on location.

Hygge Studio reserves the right to increase the services fee when a concept previously agreed upon changes drastically. Quote is subject to change dependant on scope of work

#### **4.4 EVENT VENUE**

Hygge Studio will work with the venue to meet clients expectation. The client is entering an agreement directly with venue. Hygge Studio do not take responsibility for any damages or issues that may arise between the client and their chosen venue. not agreeing to venue T&Cs.

Hygge Studio do not take responsibility for the function space and its conditions during the event period. It is acknowledged that the client who made the booking with the venue is responsible for the conditions of the venue to be appropriate for the brief of the event. We cannot take responsibility for inclement weather if the event is held outside or without cover. We do not take responsibility for power failures and mechanical issues of the venue.

#### **4.5 HIRE ITEMS**

The client agrees to Hygge Hire terms and conditions as outlined in section 2.

Hygge Studio can, on your behalf, negotiate contracts with third party suppliers for your event and will take reasonable care in the selection of and negotiation with such third parties. All contracts negotiated in this way will be included in your overall Hygge Studio invoice and entered into between you and the individual third-party suppliers. Hygge Studio will sign the Terms and Conditions on the clients behalf. This ensures you have a direct contractual relationship with all of your suppliers. It is your responsibility, not that of Hygge Studio to ensure you are aware of and comply with all the Terms and Conditions of individual third-party suppliers.

Hygge Studio may request early payment to lock in sub hire items per the supplier's payment schedule. Hygge Studio cannot guarantee alternation to sub hire orders, this depends on the suppliers terms and availability.

#### **4.6 CANCELLATION**

In the event of any supplier/service provider's cancellation, Hygge Studio may substitute a new supplier/service provider with or without advance notice at our discretion. Any additional costs incurred will be payable by the client.

All cancellations are to be made in writing or by email. All deposit payments processed are non-refundable. Cancellation of a confirmed booking (6) week prior to the event date will automatically forfeit the deposit payment. Cancellation on the event day will result in the loss of complete balance of your invoice.

#### **4.7 INDEMNIFICATION**

Hygge Studio indemnifies the client (its directors, employees, and contractors) against any Claim against the client, and any Losses suffered by the client if the Hygge Material used in accordance with this agreement infringes the intellectual property rights of any third party.

## **5. FLORISTRY**

Hygge Studio buys and works with the best flowers and foliage's to make your wedding or event special and unique. We use local growers wherever possible and utilize fresh, seasonal materials. Working with natural and seasonal products, we may struggle to source a particular flower or foliage you desire and so will make appropriate substitutions of equal value where necessary. Reductions by client cannot be made within (6) weeks of wedding or event date. Fees apply for alterations made within this time frame.

Hygge Studio uses photos provided by clients on an inspiration base and to be more informed on the overall "look" each client is wanting achieved. The client accepts and trusts that Hygge Studio are professionally equipped to design and produce your desired outcome. The client also accepts that Hygge Studio never directly replicates other floral designers' work.

## **6. GRAPHIC DESIGN**

It is the client's responsibility to ensure accuracy and suitability of graphic or design proofs by carefully reviewing the sample provided for any errors. This includes, but is not limited to: spelling, grammar, layout, size, resolution, colours, fonts, illustrations, images, names, addresses, phone numbers, directions and all other aspects of the design.

Once the client has carefully reviewed the sample, Hygge Studio require written confirmation (including, without limitation, by email) that you are satisfied with the sample or of the specific amendments that are required. We will not process any orders until written confirmation is received.

Minor changes include small text changes and small adjustments to the placement of items on the page. Minor changes do not include changes to colour schemes, template structures, or any navigation features.

Hygge Studio can be notified of any minor requested changes by email. If Hygge is not notified in writing of any changes required within (4 weeks), it will be deemed that you have accepted the original draft.

You indemnify Hygge Studio against all losses, damages or expenses arising in respect of any claim that any our services infringe any third-party intellectual property rights. It is your responsibility to ensure at your cost and expense compliance of all graphic services with all laws including non-infringement of any third-party intellectual property rights.