

TERMS AND CONDITIONS

I/we hereby agree to the services contained in this agreement to be carried out by Enchanted Moments and agree to the following terms and conditions.

DEFINITIONS

“Supplier” refers to Enchanted Moments Events Pty Ltd trading as Enchanted Moments ABN 35 084 343 171

“Client” refers to the person legally signing the document and authorising payment for services provided or to be provided by the Supplier.

“Equipment” means the items hired out by the Supplier.

“Terms” means these terms and conditions.

DEPOSIT

The Supplier requires a minimum \$200 non refundable holding deposit on the Client’s acceptance of the order to secure the proposed date. This ensures that Supplier is available to offer their services for this date. Should you change the date or location the Supplier is not liable to be available.

PAYMENT

Final and full payment for any services provided by Supplier in accordance with this Agreement must be made 30 days prior to any event.

If full payment is not received 30 days prior this date of the event, the Supplier reserves the right to refuse to fulfill their obligations under the contract and the Client agrees to indemnify the Supplier against all losses whatsoever incurred as a result of the non-fulfillment of the contract.

The Client agrees they will pay any legal or collection expenses, costs or disbursements incurred in recovering any amount owed to Supplier.

The Client agrees to provide the Supplier with the Client’s credit card number, expiry date and any other information which may be necessary to debit the Client’s credit card prior to delivery of any Equipment. The Client authorises the Supplier to debit credit card for any subsequent charges for loss, damage repair or other expenses which are to be paid within seven days of the relevant invoice being issued.

If requested by the Supplier the Client must pay (in addition to the price) a bond. The Supplier may apply so much of the bond as is necessary to compensate the Supplier for any breach by the Client of the contract, or any damage or loss sustained in respect of the Equipment. The balance if any is refundable to the Client.

TERMINATION OF HIRE

The Supplier may terminate the hire at any time. The Client shall have no claims for such termination. The Client may terminate the hire of the Equipment by:

- (a) returning the Equipment to the Supplier during normal working hours; or
- (b) notifying the Supplier that the Equipment is ready for collection, provide that the Client keeps the Equipment safe until collection. Upon termination of hire, the Supplier is entitled to take possession of the Equipment immediately and for this purpose the Client irrevocably appoints the Supplier as his agent and authorises the Supplier to;
- (c) enter upon any land or premises upon which the Equipment is situated or where the Supplier has any reason to believe the Equipment may be situated;
- (d) remove the Equipment whether or not it is affixed to the land or premises, connected to the property or Equipment not owned by the Supplier, in use by the Client or any other person or containing property not owned by the Supplier. If the Equipment is not finally returned or ready for pickup by the supplier at the expiration or termination of the hire period the Client shall pay an additional charge of 100% the daily rate for every additional day or part thereof that the Equipment is retained by the Client unless otherwise specified but the Supplier.

THE CLIENTS OBLIGATIONS

The Client will:

- (a) bear responsibility for the Equipment hired from the time of its delivery until collection by or return to the Supplier;
- (b) upon installation, delivery or collection of the Equipment immediately examine the Equipment to satisfy itself as to its condition and suitability and fitness for the purpose to which it requires the Equipment. In accepting the Equipment the Client acknowledges that it has duly examined the Equipment and has satisfied itself as required. The Client acknowledges that it has not in any way relied upon the skill of judgment or any representation made by or on behalf of the Supplier in respect of the Equipment, its purpose, suitability or performance.
- (c) should the Client alter its installation or delivery requirements prior to, during or after installation or delivery, the Client is liable for all extra costs of the Suppliers employees and cartage;
- (d) assume the risk of and indemnify and hold the Supplier harmless from and against any and all property damage and personal injury resulting from:
 - a. the use of the Equipment
 - b. all necessary surface repairs
- (e) use the Equipment in a proper, safe and prudent manner and only for the purpose and capacity for which is was designed;
- (f) ensure all Equipment is returned or ready for collection by the Supplier, in a clean, dry and properly packed condition and if being collected, is readily accessible. The Client will pay for all cleaning or drying costs and for any damage resulting from not properly drying, cleaning and/or packing the Equipment;
- (g) give the Supplier written notification of any other decorations being supplied at each site. The supplier reserves the right to remove goods and services if the Client has breached this term. Payments will be forfeited and the Client shall have no claims for such termination.

INITIAL:

INDEMNITY

The Client must at all times indemnify Supplier against all damages, costs, charges, expenses, actions, claims and demands which may be sustained, suffered, recovered or made against Supplier by any person for any damage to property, death or any injury that a person may sustain when using, entering or being near any part of the services supplied by Supplier which arises as a result of any cause or reason whatsoever, whether it arises naturally, negligently or otherwise except to the extent caused by a willful or negligent act of Supplier of its employees.

All items are not insured and it is the responsibility of the Client to insure if necessary.

TERMS

This commitment form is to serve as Client's written authorisation for Supplier to perform services and/or contract with Suppliers for the agreed services and products. The Client's signature also indicates understanding of estimates, prices, terms and liability to Supplier for said items or services. Alterations or revisions of above specifications involving extra costs will be executed only upon additional written orders.

Any alteration or deviation from the agreed specifications involving extra cost of material or labour will only be executed upon written orders for same and will become an extra charge over the sum agreed in the initial order. All agreements must be made in writing and payment will be required as above.

The Supplier may refuse to decorate events in the occurrence of the Client engaging another decorator for the same event. This may be negotiated but written notice of the specifics must be given in order for it to be considered.

Supplier does not refund money if you change your mind.

Hire of all Equipment is 24 hour term unless otherwise negotiated with the Supplier.

The Supplier's identification, trade name, trade mark and signage may appear on the Equipment. The Client must not conceal or obliterate these. The Client cannot claim any charges from the Supplier for advertising in respect of these.

The Client must not: remove the Equipment from the site or its position of installation; alter the Equipment; repair or attempt to repair the Equipment; or use the Equipment for a purpose which is different from that for which it is designed without the authority of the Supplier.

A minimum site fee of \$200 per venue is required for any decorating services offered.

All prices quoted are subject to change without notice.

Prices quoted are for installation and delivery during normal business hours Monday to Saturday 9am to 5pm. Other times will incur out of hours, Public Holidays or Sunday surcharges.

FORCE MAJEURE

If the Supplier is unable at any time to perform any of its obligations whether wholly or partly by reason of any cause beyond its control (including without limitation, acts of God, inclement weather, strikes, lockouts, fires, riots, civil commotion or unrest, interference by civil or military authorities or act of war) the Supplier may give written notice to that effect to the Client, giving full particulars of such force majeure in which case the obligations of the Supplier under these Terms shall, to the extent that they are affected by the force majeure, be suspended during the term of the force majeure. The Supplier shall not be liable for any loss or damage suffered by the Client as a result of any delays caused by such force majeure events.

LOST OR DAMAGED ITEMS

The Client will be required to pay for lost or damaged items, at a replacement cost price within 7 days of Supplier issuing an invoice by way of supplied credit card details. A hold will be placed on the credit card with our banking institution for the money for 7 days in order for the Client to rectify lost items.

If payment is not made within 7 days of an invoice being issued, all overdue amounts will incur interest charges until full payment is received. Interest will accrue, at 3% daily interest charge over the current business overdraft as charged by the Suppliers banking institution.

SIGNATURE:..... DATE:

PRINTED NAME:

PLEASE NOTE: No services will be entered into without these terms and conditions being signed by the authorised party. Please ensure that you have returned these correctly signed and initialed on both pages before the event.