



T E R M S & C O N D I T I O N S

QUOTES

- Quotes are valid for 30 days.
- We cannot hold dates or provide tentative bookings. To confirm your quote and secure your date, we require an initial non-refundable 10% payment and approval of these terms + conditions and signed proposal.
- It is your responsibility to review all event details, including the date, wedding venue, and quantities of items to be delivered to ensure they are correct.
- Signing these Agreements/summaries confirm you have proofread and approved all the details of your event.

BOOKING CONFIRMATION

- A booking is confirmed upon signature of these terms + conditions on your event proposal as well as receipt of an initial non-refundable 10% payment.
- This initial payment is non-refundable. It is compensation for our work done to date and is required to secure our services for your date because it precludes us from booking another event on your event date.
- This payment will be deducted from the total owing.
- Changes to the quote can be made under the conditions outlined in the "Changes to Quote" section.

PAYMENT TERMS

- The balance owing on your order is due 30 days prior to your wedding date.
- We cannot deliver any items or event designs without final confirmation of payment receipt.
- Payments can be made by direct deposit.

CHANGES TO QUOTE

- Upon accepting this quote, you are agreeing to the items and to the total value listed.
- Should you wish to make changes to the items in this quote, we require a minimum of 30 days notice before your event date. However, please note, the final quote amount cannot be reduced by more than 10% from the original agreed upon estimate.
- Changes to your event date and venue can only be made under the conditions listed in the "Rescheduled & Relocated Events" section.
- All changes must be made in writing to hello@helloposyco.com.au as soon as possible. If we have not responded confirming within 24 hours, please call 0423900559.

EVENT CANCELLATIONS

- If the client decides to cancel this agreement, it must be done in writing to hello@helloposyco.com.au at least 30 days before the event .
- Events cancelled within 30 days of the event date remain payable in full, regardless of the circumstance.
- If you cancel your event and provide more than 30 days notice, the initial payment made remains non-refundable. Moneys paid above and beyond the initial 10% payment will be refunded.
- We reserve the right to cancel the contract at any time. In this instance, you are entitled to a full refund (including the initial 10% booking payment).

RESCHEDULED AND RELOCATED EVENTS

- The client must advise of any change to the event venue or event date in writing to hello@helloposyco.com.au as soon as possible.
- We will do our best to accommodate new dates or location changes however we cannot guarantee our availability.
- If we are unavailable on your new event date, or are unable to accommodate your change of venue, the initial 10% payment made remains non-refundable.
- If we are available on your new event date, or able to accommodate your venue change, the initial payment made will be transferred to the new date. A new contract and quote will be drawn up taking into account the changed circumstances. (For instance, wholesale product prices fluctuate through the season, delivery and hourly wages vary depending on venue set-up requirements.)

PRICE VARIATION

- We reserve the right to amend or change the pricing outlined in a quote once it has expired [30 days].
- The current volatile nature of shipping (national/international) and the rising costs of everything, dramatically affects wholesale flower prices and logistics. Any weddings or events booked beyond 10 months from current date, will incur a 10% inflation allowance to guarantee we can still deliver quality designs within the original quote, if [generally they will] prices increase before the scheduled booking date.

PRODUCT SUBSTITUTIONS AND AVAILABILITY

- All flowers and foliage are subject to seasonal quality and availability.
- Unfortunately we cannot guarantee availability of exact flower varieties and exact colours or shades of specific product. When working with Mother Nature, there are no guarantees. Unseasonably warm, wet or cool seasons have a dramatic impact on flower and foliage availability.
- Regardless of the availability of specific products, we will always adhere to the agreed colour palette and style of floral design, as outlined in your event proposal.
- We reserve the right to substitute all products to ensure the highest quality ingredients are used. If needed, a final consultation can be arranged to discuss alternative options if absolutely necessary.
- Containers and vases may change due to supplier issues, we will substitute the selected product with items of greater or equal value, in line with the overall look and feel for the event.
- Refunds will not be given for minor changes types or appearance.

DELIVERY

- Upon delivery (or collection) the client assumes all responsibility and care for your flowers and designs.
- It is your responsibility to communicate with us, prior to date of event, any special delivery requirements. Especially regarding condition of roads, 4WD only access etc.

HIRED ITEMS

- All hire items remain our property and are provided on a hire only basis, unless purchased by the customer and confirmed beforehand.
- All hire pieces must be returned to us within 48 hours of the wedding. If we are required to collect and clean-up, a labour fee applies.
- Please advise your guests that all hired items (e.g. vases & props) must not be removed from the venue, otherwise you will be charged the full cost of replacement of each item not returned to us.
- We reserve the right to charge an additional 'holding fee' if hire items are not returned to us, or if we were unable to collect items as originally scheduled [we have to return to your venue multiple times]. We also reserve the right to charge the client full replacement costs or any hire items broken or stolen.

PHOTOGRAPHS & VIDEO FOOTAGE

- We retain the right to photograph all finished work and use photographs of your wedding/event in our marketing efforts. This includes, but is not limited to social media, brochures, websites, Pinterest, advertising, magazine submissions and other publications related to self-promotion and marketing.
- If there is a safety issue with sharing images of individuals on our media platforms, PLEASE inform us prior to the day so we can respect your privacy and ensure ONLY images without identity are shown. This privacy request, MUST be communicated in writing to hellposyco@gmail.com.
- Photos taken by us of your arrangements remain our property. Our photos are not to be reproduced, copied or edited in any way by you or any third party without our prior permission.
- Any photos provided to us by your photographer will only be used by us for promotion and marketing of our business. Photographer's credits will only be displayed if requested.
- We reserve the right to hire an independent photographer, for the sole purpose of collecting social content, and portfolio imagery.

INSTALLATIONS & LARGE SCALE DESIGNS

- It's the client's responsibility to advise the venue / events manager regarding the scope of designs.
- The responsibility remains with the client to seek the required permissions from the venue to construct any hanging, suspended or other uncommon floral installations.
- We cannot be held responsible or liable for any instances where work cannot be completed and achieved due to a lack of permission or safety at the venue.
- Please ensure check your venue's 'open flame' policy before booking flame candles. Led candles are available, and are a great alternative.

SUPPLYING YOUR OWN VASES & PROPS

- Please check that your vases and vessels are water tight before you drop them off to us.
- If you are using your own archway or ceremony structure, it's your responsibility to ensure it is securely anchored into the ground in anticipation of all weather conditions (wind, rain etc.). Please check with the venue manager as to how and when this can be set-up prior to our arrival.
- We won't provide refunds for any work that cannot be completed by us on the event day due to faulty or unsafe materials provided by the client.
- We cannot be held responsible for any damage done to items hired by the client.

PRIVACY

- We respect your privacy. Your names, wedding date, contact details, order information & pricing will be treated with complete privacy.
- We will not speak with any media representative or release any information unless you give us consent to do so. We request you do the same and do not disclose order
- and pricing details to anyone without our express written consent.

EXTREME WEATHER CONDITIONS

- In the instance of extreme weather (wind, rain, heat, or cold), we will always put safety first and will follow government advice regarding any event including flooded roads and bushfire evacuations.
- We cannot be held liable for the impact extreme weather conditions have on our ability to safely do our job.
- Extreme temperatures and high winds have a dramatic impact on flowers. While we will do our best to go above and beyond, we cannot be held responsible for damaged florals as result of weather.

IMPACT OF COVID-19

- We take public health seriously and adhere to all health and safety requirements: proper sanitary measures and social distancing are a part of our basic service standards.
- Where we cannot safely perform our duties as a direct result of COVID-19, we will advise the client in writing.
- Should we be required to quarantine in the lead up to your event date, we will advise you in writing and provide you with our plan of action.
- Should someone from your event contract COVID-19, it's your responsibility to advise us in writing as soon as possible.

FORCE MAJEURE

- In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
- In the instance the force majeure event results in the cancellation or relocation of the wedding within 30 days of the planned date, and the wedding date is unable to be rescheduled or relocated by mutual agreement as per this Agreement (Rescheduled & Relocated Events), you agree that you will be liable for: The initial 10% payment and any amount equivalent to the cost of any flowers or materials purchased by us to meet our obligations under this Agreement.

Thankyou for taking the time to read our full Terms & Conditions. These terms are to protect you as the consumer, and us.

If you have any other questions, please visit our FAQ'S section on our website at: helloposyco.com.au or email us at hello@helloposyco.com.au.

