

# TORI ALLEN EVENTS.

## TERMS AND CONDITIONS

### 1. Definitions

‘**Hospitality Items**’ means those items that are secured from our Suppliers, including but not limited to structural support items, flooring, amenities, generators, bathrooms, coolrooms, crockery and glassware;

‘**Services**’ means the services to be provided by TAE to You which include, but are not limited to:

- (i) Event planning;
- (ii) Event design;
- (iii) Floral design;
- (iv) Stationery; and
- (v) Corporate Events,
- (vi) Event Coordination.

‘**Service Fee**’ means the fee which we have quoted /invoiced to You & you have agreed to pay to TAE for the provision of Services, as may be reviewed and amended from time to time;

‘**Suppliers**’ means our third party supply partners we work with to provide our Services, including but not limited to photographers, videographers and celebrants.

‘**TAE**’, means Tori Allen Events Pty Ltd ABN 45 626 156 714

‘**You**’ means the person, firm or organisation engaging our services

‘**Deposit**’ –means the amount You are required to pay upon agreeing to our services and these terms and conditions. A booking is not confirmed until You have paid the Deposit.

‘**Instalments**’ – means the amount You are required to pay no later than ninety (90) days prior to the date of your event.

‘**Final Balance**’ – means the amount You are required to pay no later than two (2) weeks prior to the event.

### 2. Fees

#### 2.1 Event Planning

- (i) For an event planning service, a Deposit equal to 50% of the amount of the Service Fee shall be paid upon acceptance of this Service Fee, unless otherwise agreed.
- (ii) For an event planning service, a balance equal to 50% of the amount of the Service Fee shall be paid no later than eight (8) weeks after the invoice date.
- (iii) Final guest numbers must be provided no later than twenty eight (28) days prior to the event. No refunds will be provided if guest numbers reduce. However, if guest numbers increase, You will be invoiced for the additional cost.
- (iv) Any Hospitality Items shall be quoted over the duration of the service and shall be invoiced two weeks prior to the date of your event. Payment for all Hospitality Items shall be made no later than two (2) weeks prior to the date of the event.
- (v) Any Suppliers we engage on your behalf shall be quoted and invoiced to You over the duration of the provision of the Service. You have the option of either paying these invoices directly; or alternatively via TAE. A 10% administration charge will apply if you pay such invoices to TAE directly.
- (vi) Any extras or variances shall be invoiced following your event and shall be paid within seven (7) days of the date of invoice.

## 2.2 Event Design

- (i) For an event design service, an initial fee, equal to 50% of the amount of this Service Fee shall be due and payable upon acceptance of this Service Fee, unless otherwise agreed.
- (ii) For an event design service, a balance equal to 50% of the amount of the Service Fee shall be paid no later than eight (8) weeks after the invoice date.
- (iii) For our event design quotation, an initial deposit of 30% of the amount of this quote is due and payable upon acceptance of this quote, unless otherwise agreed. No later than ninety (90) days prior to the date of your event, a further 20% Instalment is due and payable; with the remaining final balance to be paid no later than fourteen (14) days prior to the date of your event.
- (iv) Final guest numbers must be provided no later than twenty eight (28) days prior to the event. No refunds will be provided if guest numbers reduce. However, if guest numbers increase, You will be invoiced for the additional cost.
- (v) Your event design quotation must be finalised twenty eight (28) days prior to your event.
- (vi) Any extras or variances shall be invoiced following your event and shall be paid within seven (7) days of the date of invoice.
- (vii) You agree that any event design items or other materials that are secured by TAE from a Supplier on your behalf are not secured until the initial deposit of 30% (referred to in clause 2.2(iii) above) is paid.

## 2.3 Event Coordination

- (i) For an event coordination service, a Deposit of 50% of the amount of this Service Fee shall be paid upon acceptance of this Service Fee, unless otherwise agreed.
- (ii) The balance equal to 50% of the amount of the Service Fee shall be paid no later than four (4) weeks before the event date.
- (iii) Any Suppliers we engage on your behalf shall be quoted and invoiced to You over the duration of the provision of the Service. You have the option of either paying these invoices directly; or alternatively via TAE. A 10% administration charge will apply if you pay such invoices to TAE directly.

## 2.4 Floral Design

- (i) For our floral design service, an initial deposit of 30% of the amount of this quote is due and payable upon acceptance of this quote, unless otherwise agreed by TAE.
- (ii) Your floral design quotation must be finalised twenty eight (28) days prior to your event.
- (iii) The Final Balance of this quote is due fourteen (14) days prior to your event.

## 2.5 Stationery

- (i) For our stationery service, TAE requires full payment upon final quote approval.

## 2.6 Corporate Events

- (i) Fees for our services will be invoiced upon acceptance of our service. Full payment of our fees is due seven (7) days from invoice date.
- (ii) For our event design quote, a Deposit of 50% of the amount of this quote is due and payable upon acceptance of this quote, unless otherwise agreed.
- (iii) The Final Balance will be invoiced prior to your corporate event with full payment due within fourteen (14) days of the date of invoice.

## 2.7 Credit card payments

- (iv) Any payments made by credit card will incur a surcharge of 2.2% if such payments are made over the telephone; and 1.9% if they are made in-person, or using paypass.

## **3. Cancellation**

If You need to cancel your event, TAE will refund the Deposit paid provided you cancel within seven (7) days after payment of the Deposit. Any event cancelled after the 7 (seven) day period will be assessed on a case by case basis. TAE reserves the right to retain payments made if you cancel your event. If You are postponing or rescheduleing as a result of a Pandemic where government restrictions are in place ( see section 8 ).

## **4. Your responsibilities**

- 4.1 For each Supplier, TAE will advise you in respect of any specific terms and conditions and payment schedule.
- 4.2 You are liable for any damage, loss or breakage of goods (including Hospitality Items) during your event.
- 4.3 You will be required to pick up any equipment or inventory that belongs to you within three (3) months of your event from TAE's offices. TAE will provide you with reasonable notice to collect your items, however reserves the right to remove and destroy any equipment or inventory that is not collected within a three month period.

## **5. Limitation of liability**

- 5.1 To the extent permitted by law, TAE excludes liability for any kind of consequential, special, or indirect loss or damage, which may arise in respect of the Services provided by TAE to You
- 5.2 TAE excludes any liability relating to the acts and omissions of its Suppliers, or any other third party.

## **6. Insurance**

TAE will maintain at its own expense public liability insurance with a reputable insurer with a minimum limit appropriate for its business and risks.

## **7. Force Majeure**

TAE shall not be liable for any failure to perform or delay in performing its obligations if that failure or delay is due to anything beyond its reasonable control.

## **8 COVID-19**

For bookings made after 1 August 2020, should a wedding or event be forced to be postponed or rescheduled as a direct result of Pandemic government restrictions, then the Deposit paid will be transferred to a new event date. The services booked /transferred must remain the same as the original booking. Any additional costs arising as a result of the new event date such as price increases from suppliers will be an additional amount payable by You.