



# TERMS AND CONDITIONS

Payment of your deposit is acknowledgement and acceptance of Vietcharm- Wedding n Event Terms & Conditions.

**OWNERSHIP OF DECORATIONS:** It is agreed that all decorations listed in the contract shall remain the property of the Decorator.

## **QUOTATION**

Unless otherwise stated in writing Vietcharm- Wedding n Event quotation will be valid for a period of up to ten days from date of issue, after which time acceptance of any order placed is subject to written confirmation and availability of goods and services. Acceptance of the quotation is subject to written confirmation, payment of deposit (non- credit account Customers) purchase order (credit account Customers) and Vietcharm- Wedding n Event Terms & Conditions of Hire signed by an authorised person on behalf of the Customer. On commencement of hire or any deposits paid for the assigned quote or invoice with or without the Customer's written confirmation to such action, it shall be deemed that the Customer agrees to and accepts these Terms and Conditions of Hire. In summary any payments placed against your assigned quote or invoice or purchase orders raised shall be deemed that the Customer agrees to and accepts these Terms and Conditions of Hire and creates a binding contract.

## **EXTERNAL SUPPLIERS**

In booking Vietcharm services you are bound by our terms and conditions and those of each supplier, contractor and/or third party providers that are enlisted for your event. This includes but is not limited to Audio & Visual, Entertainment, Infrastructures, Furniture, Caterers, Staffing Agencies, Sign- Writers, Transport and any other External Hire Companies.

When deposits and/or payments to suppliers are made by Vietcharm on your behalf you acknowledge that in us doing so you are accepting the suppliers (vendor, venue etc) terms and conditions for hire/ supply. It is your responsibility to ask for the terms and conditions of every supplier. The client acknowledges that Vietcharm is not responsible for any vendors which have been engaged for your event and that each vendor is directly responsible to the “client”, you.

## **DEPOSIT, PAYMENT TERMS**

To confirm your booking, we require an initial deposit, and you will be sent a deposit invoice reflecting the deposit required to secure our services for your event. Your deposit will be



credited towards your final invoice/ event spend and is non-refundable. A signed and completed the Agreement with the first deposit. This is required within Seven (7) days since the Agreement sent out.

Final payment of all confirmed charges is required seven (7) days after your event date.

Any incidental or additional charges accrued during the event must be settled in the final deposit.

The deposit plan will be set:

- 3 deposit installments: If your event is more than 3 months from the date you booked.
- 2 deposit installments: If your event is less than 3 months from the date you booked.
- Extra Express fee: If your event is 2 months or under from the date you booked.

Payment via cash, direct debit (details outlined below) or overseas bank.

### **DIRECT TRANSFER**

Account Name: Vietcharm- Wedding n Event

BSB:

063-248

Account Number: 1053-0434

### **SURCHARGES**

Vietcharm- Wedding n Event is GST registered and GST will be shown on the invoices

### **GOODS & SERVICES TAX/STAMP DUTY**

Where applicable the Customer will be charged in accordance with current Federal and State legislation.

### **PRICE VARIANCE**

All prices quoted are subject to variation depending on seasonal availability, market price and changes to supplier (third party) prices. Notice will be given in writing of changes. Please expect an annual increase to occur each year in line with CPI.

**FINAL DETAILS, NUMBERS & MENU SELECTION** (Applicable if Vietcharm are involved in directly supplying)



Final menu selections and seating chart are required at the latest two (2) weeks prior to your event. Changes after this require approval from your caterer and may incur additional costs or cancelled.

Once final numbers are given seven (7) days prior to your event, this will be taken as confirmed. Catering will be provided for this number, and this will be the minimum charged irrespective of last-minute cancellations.

All final details including food & beverage selections, room set up, formalities etc are also required at least twenty-eight (28) days prior to your event.

### **SPECIAL DIETARY REQUIREMENTS**

We like to ensure all guests dietary requirements are catered for, only with prior Information. It is the responsibility of the event host to inform us of any guests dietary requirements including allergies (21) days before their Event.

### **VIETCHARM- WEDDING N EVENT HIRE, FURNITURE AND DÉCOR/ STYLING**

All custom work requires a non-refundable payment of 100% before any work or procurement commences.

All equipment is used at the customer's own risk. Conditions that prevent satisfactory use do not relieve the customer of his/her/its responsibility for rental charges.

The following are some guidelines that must be met to avoid any additional charges:

- All candles must be in containers as all wax drippings on any product constitutes 'damage'.
- Do not stand, walk or allow others to stand or walk on any furniture. Furniture cannot sit uncovered out of doors or get wet at any time (exempt "outdoor" furniture).
- All outdoor equipment needs to be taken care of at its own risk and needs to be covered if leaving outside before we come to pick it up.
- No heat can be applied to any furniture.
- Furniture must sit on hard and level surfaces (grass is neither a hard nor level surface). All furniture must be wiped clean at the end of any rental.
- Adhering anything anywhere at any time to any of our products is not allowed.

Failure to comply with any of these stipulations will result in additional charges that will be payable immediately at our discretion.



The hirer shall be responsible for any loss or damage to the equipment including cartons, boxes, and packaging, except for damage, which has been caused by reasonable wear and tear.

Customer shall provide all needed electricity, electrical cords or any other accessories required for electricity. Vietcharm- Wedding n Event will not be held liable for electrical malfunctions and/or lack of service.

Charges will be made for late returns, articles not cleaned cartage and additional labour.

The venue retains the right to adjust any set up to ensure fire, life and any other safety codes are not breached.

### **ACCIDENT CLAUSE**

We are not responsible for accidents or injuries related to our décor that are caused through mishandling by the Client, guests or site staff.

### **MAKING CHANGES**

The Client will be given an invoice with the total price of the decoration services and a breakdown of individual rentals based on the guest count and other factors. It is the Client's responsibility to check this for accuracy. Decoration packages can be customised upon agreement with the Decorator. Once a price has been agreed upon and the Decorator has purchased items, the Client may not receive a reduction in price due to no longer needing items or needing less items. If the guest count increases the Decorator will add additional items calculated at current pricing to the invoice. Customisable items such as special chair covers, personalised decorations etc. may not be changed. There can be no changes made to the decoration plan within 4 weeks of the event date, unless agreed with the Decorator.

### **HIRE DELIVERIES & PICK UPS**

The hire fees outlined in your quote and booking form cover the time period only from delivery date/ time to the pickup date/ time. If, after delivery and prior to the pickup date, customer requests that the pickup date be extended to a later date, and if Vietcharm- Wedding n Event agrees to such an extension, then the rental charge for the time period between the original pickup date and the extended pickup date shall be increased at the discretion of the supplier.

If on the pickup date, Vietcharm- Wedding n Event arrive at the event location to pick up the hired equipment and if the Suppliers agents/representatives are prevented from picking up the hire equipment then:

- Customer shall be responsible to pay holdover fee. Customer shall reimburse Vietcharm- Wedding n Event for the transport expense plus the amount of \$66.00 for each man-hour



expended by Vietcharm- Wedding n Event for each unsuccessful attempt to pick up the hired equipment.

- Customer shall reimburse Vietcharm- Wedding n Event for all damages suffered or incurred by supplier by reason thereof, including indemnifying, defending and holding supplier harmless from any claims made by other customers of Vietcharm- Wedding n Event.
- Unless otherwise specified, all deliveries and pickups shall be made during regular business hours of Monday through Sunday, 10:00am – 6:00pm.
- All other requested delivery or pickups at other times shall be subject to the approval of a director and additional costs will apply.

Delivery related costs quoted are based on loading docks, access, door and elevators being immediately accessible and available at our scheduled arrival times. Wait times for any delivery/ pick up related delays/ inaccuracies/re-arrangement costs from the client will be charged as extra and payable immediately, beyond any quoted transport related quotes.

## **DUE CARE**

Whilst our team will take care, no responsibility will be taken for damage or loss of goods, equipment or merchandise left on the premises prior to, during or after the Event. If required, you should arrange your own personal insurance.

You are responsible for the safekeeping of personal belongings, merchandise, gifts and company items.

Damage, breakage or loss of any items including but not limited to equipment, props, furniture, hire items supplied by Vietcharm- Wedding n Event are the responsibility of the client and any associated costs will be payable by the client upon receipt of an invoice.

## **EXTENDED HIRE**

The Customer must return all Equipment when it is due back based on the time arrangement between customer and Vietcharm. A continuing hire fee for all Equipment not returned to Vietcharm- Wedding n Event when it is due back will be charged to the Customer, at the standard weekly rate of hire, until the Equipment has been returned to Vietcharm- Wedding n Event. The Customer shall give appropriate notice in writing to Vietcharm- Wedding n Event if any extension or termination of the hire is requested. No refunds will be issued for the early return of Equipment on extended hire. Also, the return time needs to be Business working hours, it needs to be surcharge if out of working hours.



**CANCELLATION POLICY** (of Vietcharm- Wedding n Event, third party suppliers/ vendors may have different terms)

Any booking cancellations must be made in writing. If any event is cancelled the following cancellation fees shall be payable:

- All cancellations or change of date incur a loss of full deposit + any monies paid or due to date. No credits will be given for change or transfer of date.

All cancellations made within 30 days of your event will incur a loss of all monies due as stated on your final invoice, e.g. 100% of your Event costs due.

Due to unforeseen circumstances, extreme weather conditions or accidents, Vietcharm-Wedding n Event, reserves the right to cancel any booking + refund any deposit or payments made.

## **INDEMNITY**

Vietcharm- Wedding n Event work with reputable and professional vendors and take safety very seriously. All due care is taken for the benefit of our clients and the success of their event.

However, no liability or responsibility is accepted for any loss, inconvenience, damage, injury, delay or latent defect in any product or service provided by us or by any supplier that we have enlisted or any supplier that you have enlisted. We do not accept responsibility for any loss, damage, theft, death arising from anything we (Vietcharm- Wedding n Event) or any third party provides.

As the client you are responsible for the safety of contractors, guests, suppliers including Vietcharm- Wedding n Event and its representatives whilst on your designated premises and throughout the event; this includes conducting inductions, safety talks and providing PPE (personal protective equipment) if and where required.

The client acknowledges that they are responsible for the safety of all of their staff, contractors to the event and event attendees. It is expected that all participants take responsibility for their own safety by observing any instructions, rules or guidelines associated with any of the activities or events that have been arranged.

**DATA PROTECTION:** The following is a broad description of the way Decorative Details processes personal information.



We process personal information to enable us to promote our goods and services, to maintain our accounts and records and to support and manage our resources.

We also process information on the lawful basis of creating contracts. Processing of information is necessary for a contract to be created between us or because you have asked us to take specific steps before entering into a contract. Examples might include providing quotes or other pre-booking information as well as bookings and payment processes.

Additionally we process information for legitimate interests. Processing is necessary for our legitimate interests or the legitimate interests of a third party. For example in order to set up a meeting, the event itself, take down after the event and any on-going queries etc.

We process information relevant to the above reasons and purposes. This may include personal and contact details, family, lifestyle and social circumstances, financial details and goods or services provided.

We process personal information about our customers and clients, suppliers and service providers, venue staff and other professional experts, as relevant.

We sometimes need to share the personal information we process with the individual themselves and also with other organisations. Where this is necessary we are required to comply with all aspects of the General Data Protection Act (GDPA). We may need to share some of the personal information we process, for one or more reasons, with the following organisations. Family, associates and representatives of the person whose personal data we are processing, associate wedding & events suppliers, such as stationers, florists, wedding planners (both venue-based and independent), other venue stylists, DJs & other entertainers, goods suppliers, cake makers, bridal & occasion wear / dressmakers and photographers etc, venue-based staff and management, website, telephone, email and social media providers, designers and maintenance businesses, accounting, taxation and other financial organisations, central government agencies (e.g. HMRC), suppliers and service providers.

We will securely retain your information for up to six years after your (last) wedding / event, for reference and analytical purposes as well as tax purposes.

Under the General Data Protection Act 2018, you have rights as an individual which you can exercise in relation to the information we hold about you, including the right to access your data, have any amendments made, have your data removed from our records and, where necessary, complain to the ICO if you think there is a problem with the way we are handling your data.



## **CONFIRMATION OF ORDER AND ACCEPTING THE VIETCHARM- WEDDING N EVENT TERMS AND CONDITIONS**

Where in the event there is no email stating you have confirmed your order and agree to the Terms and Conditions outlined above, by making a 30% deposit against your quote/order, it is assumed that you automatically agree and accept responsibility of the above Hire Terms and Conditions (Duty of care).

## **COPYRIGHT AND INTELLECTUAL PROPERTY**

You acknowledge that we have copyright and intellectual property in the work we do for you. Any unused design concepts will remain our property and can be used for other clients in the future.

You must notify us prior to the commencement of the project if you wish to be supplied with original native files (InDesign and Illustrator files used in the creation of graphic design and artwork). This may incur an additional fee.

Vietcharm- Wedding n Event retains personal rights to use completed projects as examples in their design portfolio.

## **EVENT PHOTOS AND SOCIAL MEDIA**

We may use images of your event and the work/ styling etc that we have created for you in our studio and post images to social media unless you advise us otherwise.

We would love it if you could please tag Vietcharm- Wedding n Event on your social media if and where appropriate:

- Instagram @vietcharm.event
- Facebook @vietcharm.event

We may also use images of your event/ event styling in blog posts on our website;

Vietcharm.com.au or include images in our portfolio. First names will be used only.

We respect that you may not want to have your event featured on our social media or website; if you would prefer us not to make images public please place in writing in an email to [vietcharm.event@gmail.com](mailto:vietcharm.event@gmail.com) prior to your event.