

Booking Form

| 1. Client Details | |
|---|-----------------------|
| Client Name: _____ | |
| Client Contact Details | Contact Person: _____ |
| | Phone: _____ |
| | Email: _____ |
| Event Date: _____ | |
| Delivery Address: _____ | |
| Signature of authorised person (by signing you hereby agree to the George & Smee Styling and Hiring Terms & Conditions attached to this Booking Form): _____ | Date: _____ |

| 2. Payment |
|--|
| CREDIT CARD DETAILS (Credit card details must be provided by way of security deposit regardless of method of payment) |
| Name on Card: _____ |
| Card Number: _____ |
| Expiry Date: _____ Card Security Code: _____ |
| Cardholder's Signature: _____ |
| ELECTRONIC FUNDS TRANSFER |
| Payment can be made by electronic funds transfer to George & Smee's account: |
| CBA account: George & Smee BSB: 06 2005 Account No: 1119 5731 Credit card payments can also be made by Visa or MasterCard (2% surcharge), we do not accept AMEX or Diners. Please include your surname or company name in the payment reference. |

1. Overview

George and Smee Pty Ltd (ACN 606 673 349) (**George & Smee, us, our or we**), is an events hiring and styling company that provides customised, high quality hiring and styling services for your event or function (**Services**). We also operate the website (**www.georgeandsmee.com.au**) (**Website**).

These George & Smee Styling and Hiring Terms & Conditions (**Terms**) form the basis upon which we make the Website available and provide the Services. These Terms will be effective and binding on you the earlier of the date you:

- pay the Deposit in accordance with clause 8; or
- return a signed copy of these Terms to George & Smee; or

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- otherwise instruct us to proceed with the Services.

The “**Effective Date**”.

George & Smee will not be bound to provide any Services until the Deposit is paid and you have provided your credit card details in the Booking Form as a security deposit in accordance with clause 8.

For the purposes of these Terms, ‘**you**’ means you, the individual or corporate entity, engaging us to provide our Services.

Please sign and date these terms in the Booking Form and email back to: hello@georgeandsmee.com

2. Bookings

Bookings for any of our Services (**Bookings**) must be made directly with a representative of George & Smee by telephone, email or any other means approved by George & Smee. If George & Smee are to provide any styling services as part of your Booking, we will liaise with you and finalise a design plan for your Booking which will form the basis of the Services we provide (**Design Plan**).

Final numbers of attendees for the event relating to the Booking must be provided to us at least 30 days prior to the Event Date. In the event that the final numbers are higher than originally estimated to us, we may not be able to supply any additional items included in the Design Plan to cover the increased numbers. For example, some items may not be available if the items are already booked for hire or otherwise unavailable from third party suppliers. Where the final numbers are less than originally estimated, minimum charges may apply.

3. Hire Items

All items and equipment supplied by George & Smee in respect of the Booking (**Hire Items**) are owned or hired on your behalf by George & Smee. Hire items are charged on a three-day hire period (unless otherwise agreed) (**Hire Period**). Nothing in these Terms transfers ownership or title of the Hire Items, which at all times will be with George and Smee or its third party suppliers. Any extension to the Hire Period will be deemed a variation to these Terms and is subject to the written consent of George & Smee. Additional charges will apply to any extensions.

Depending on the type and nature of the Hire Items, George & Smee may either deliver Hire Items or allow you to collect the Hire Items at a location advised by George & Smee. You agree and acknowledge that risk in the Hire Items passes to you once the Hire Items:

- have been collected by you or your agents from George and Smee; or
- we have delivered them to the Venue or any other delivery address requested by you and agreed by George & Smee.

You must ensure that the Hire Items are maintained in good order and condition and in a clean, safe and secure environment, e.g. locked and not accessible by the general public.

It is your responsibility to inspect the Hire Items to ensure that all Hire Items are in good working order. You must notify George & Smee within 4 hours of receiving or collecting the Hire Items if you suspect any damage or defect or the Hire Items are otherwise inconsistent with the Design Plan.

Charges will apply if you request changes to the Hire Items due to personal taste or change of mind.

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4. Damaged, Destroyed or Lost Hire Items

You agree and warrant that all Hire Items will be returned to George & Smee undamaged, clean and in the condition they were received.

If Hire Items are damaged, destroyed, lost or stolen during the Hire Period, you must let us know as soon as possible. Damaged or destroyed Hire Items must still be returned to us within the Hire Period.

In the event that the Hire Items are damaged, destroyed, lost or stolen or otherwise not returned after the Hire Period, we will charge you all the costs associated with the replacement or repair of each Hire Item together with any amounts charged by a Supplier of the Hire Items (**Item Costs**) including:

- the full retail price for the replacement or repair of each Hire Item;
- the costs for the time involved sourcing, liaising or otherwise arranging for the repair or replacement of each Hire Item;
- the costs of shipping and delivery for the repair and replacement of each Hire Item;
- the costs for the hiring of any equipment required for the repair or replacement of each Hire Item; and
- compensation for any loss of profit suffered by George & Smee as a result of the Hire Item being damaged, destroyed, lost or stolen or otherwise not returned.

We will charge the Item Costs to your credit card and you consent to such amounts being charged to your credit card.

Whether a Hire Item has been damaged beyond repair will be determined exclusively by George & Smee. Any repair or replacement of a Hire Item which has been damaged, destroyed, lost or stolen or otherwise not returned will be arranged or performed exclusively by George & Smee. You must not repair or replace any Hire Item, such repair or replacement will be carried out by George & Smee.

5. Venues and Delivery arrangements

A venue may be arranged with the mutual agreement of the parties for your Booking/Event (**Venue**). If a Booking involves the use of a Venue, you are responsible for arranging access to the Venue at the agreed times so we can provide the Services and/or deliver and collect any Hire Items. If we are unable to gain access to provide the Services, or to deliver or collect Hire Items for any reason, we will charge a re-delivery fee plus GST and all additional costs incurred by us for subsequent attempts to provide Services and/or deliver or collect the Hire Items. George & Smee will not be liable for any loss or damage arising out of your failure to provide access to us to the Venue.

George & Smee reserves the right to nominate the day of delivery, installation and collection of the Hire Items and for the conduct of the Services, which will be performed at a mutually agreed time at a Venue. George & Smee shall use reasonable endeavours to conduct the Services and to deliver, install and collect at the agreed time, however shall not be liable for, and you release George & Smee from any loss, claim or liability arising from or because of any delay in the conduct of the Services or the delivery, installation or collection. We will not be responsible for any failure to provide the Services or to supply any Hire Items where access to the Venue has not been provided at the times and dates notified by us.

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George & Smee is not responsible for the safety, suitability or operation of any Venue or premises outside any of George & Smee's premises. It is your responsibility to ensure that the Venue is safe and suitable for the Event and does not pose any threat to the health and safety of any George & Smee or Supplier personnel.

6. Third Party Suppliers

While we may handle, co-ordinate and liaise with third party suppliers (including but not limited to sourcing Hire Items such as sound equipment, lighting and furniture) and service providers including removalist and delivery services (**Suppliers**) we are not an agent for the Supplier.

Suppliers will impose their own terms and conditions in relation to their goods and services and by agreeing to use our Services, you acknowledge and agree that in addition to these Terms, all Bookings requiring the goods and services of Suppliers are subject to any terms and conditions imposed by that Supplier. The goods and services of the Supplier will also be subject to their availability determined by the Supplier.

We are not responsible for, and make no representations as to, the safety, quality, condition or description of any goods or services provided by any Supplier or the availability of the Supplier to provide their goods and services. George & Smee may be unable to provide refunds in instances involving the quality, condition or description of any goods or services by Suppliers.

7. Flowers

Given their perishable nature, flowers cannot be ordered without the payment of the Deposit (see Fees & Payments below). As flower availability is determined by seasonal weather conditions, we will endeavor to supply you with the flowers you have selected, however we do not and cannot guarantee the availability of your selection. Unforeseen weather conditions or damage caused in the growing, picking and delivery stages may prevent the supply of flowers you have selected.

Also, due to the nature of flowers, we might not be able to provide the exact flower colours selected, however we will endeavor to match the colours as near as possible from those available. We will not be responsible for any variations in shades and colours in the flowers supplied.

You are not able to change the selected flowers after delivery or after the final Design Plan is finalised.

8. Fees & Payments

Fees payable by you for the Services will be the amounts we quote for your Booking (**Fees**) which will be provided in the invoice we will send to you.

Depending on your Booking, the Fees may include amounts payable to Suppliers. Where we have used the services of Suppliers, we will pay the Supplier on your behalf any applicable fees which will be included on your invoice as well as additional fees we charge for all time liaising, handling and co-ordinating with Suppliers.

While we may facilitate the negotiation of rates with our Suppliers, we cannot guarantee there will

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not be pricing errors or pricing changes in relation to our Suppliers.

GST and other taxes may be included in the amounts payable. Unless stated at the time of payment, our Fees will be exclusive of GST and other applicable taxes, which will be payable by you in addition to our Fees.

A 20-25% daily surcharge applies to public holidays – which includes Christmas Eve and New Year's Eve.

The Fees must be paid in two payments:

1. A non-refundable deposit of 50% of the total Fees to be paid up front by credit card or electronic funds transfer (EFT) into the bank account nominated in the Booking Form (**Deposit**). Payment of the Deposit will constitute your acceptance of these Terms and of the Fees.
2. The remaining balance of the Fees (**Remaining Balance**) to be paid into the same bank account or by credit card no later than 14 days before the **Event Date**. The Remaining Balance may change if the scope of your Booking is refined or changed (as agreed with George & Smee). If your Event Date is less than 14 days from the Effective Date, 100% of the Fees are payable immediately.

Regardless of how you pay the Deposit or Remaining Balance, you must provide credit card details in the Booking Form as a security deposit. You agree that George & Smee will charge to the credit card any amounts outstanding under these Terms including (but not limited to) in respect to any loss or damage to any Hire Items and any amounts charged by the Suppliers or additional costs and expenses incurred as a result of your breach of these Terms. George & Smee will securely delete these credit card details once it is satisfied that all Hire Items have been returned in the condition in which they were originally hired (or repaired or replaced under clause 4) and all amounts payable under these Terms have been received by George & Smee.

We cannot reserve or confirm the Event Date/s you have selected for the provision of the Services unless and until we receive payment of the Deposit in cleared funds (or the full amount where the date is less than 14 days from the Effective Date you sign these Terms). Payments by EFT require approximately two (2) business days before funds are cleared and George and Smee can confirm the payment as having been received. We reserve the right to cancel your booking if we do not receive any payment as and when it is due. George & Smee is not responsible for any delays in receipt of payment caused by banks and financial institutions or due to telecommunication disruptions.

9. Delivery, Travel & Accommodation

Where George & Smee is providing the Services or have agreed to deliver Hire Items at a Venue or any other address requested by you and agreed by George & Smee outside of the Sydney metropolitan area, we will charge additional fees for travel, accommodation and staff wages. This will include fees for travelling to and from the Venue/Delivery Address or any other delivery address requested by you and agreed by George & Smee.

10. Cancellations & Amendments

Any cancellation of a Booking will result in the forfeiture of the Deposit. In addition to the Deposit, you will also be required to pay 80% of the Remaining Balance if you cancel your Booking within 90

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days of the Event date.

Regardless of when you cancel, if we have arranged or paid for the hiring of goods or services from Suppliers before your cancellation, you will be liable to pay us for those expenses as well as any cancellation or change fee charged by the Supplier.

With the agreement of George & Smee you may change the Event Date by giving us six (6) months prior written notice. Any change will be subject to availability of George & Smee, the Venue, Suppliers and Hire Items and may be subject to additional fees and charges.

George & Smee may, in its sole discretion, decline to accept the Booking or provide any or all of the Services or may cancel the Booking. For example in the event a Venue becomes unavailable or is unsafe, or we suspect that the Booking is not bona fide or is suspected to be fraudulent. We also reserve the right, in our sole discretion, to verify your identity in order to confirm the Booking.

If George & Smee is unable to provide the Services relating to the Booking for any reason including, but not limited to, illness, accident, injury, damaged or stolen equipment, we reserve the right to find substitute Suppliers, Hire Items, equipment or personnel from other similar service providers and suppliers. If George & Smee is still unable to fulfill the Booking then George & Smee reserves the right to cancel the Booking and will refund all monies to you.

11. Liability

To the extent permitted by law, George & Smee will not be responsible for, and we exclude all liability for, any loss or damage whatsoever (including personal injury and damage to property) that you or any other person suffers in connection with the supply of (or default in supplying) the Services, the Hire Items or any goods or services from any Supplier.

The Services, Hire Items and any other goods and services provided under these Terms are provided on an "as is" basis. George & Smee specifically disclaims any other representation or warranty (express or implied) including any warranty of performance, merchantability or fitness or suitability for any particular purpose.

To the maximum extent permitted by law we exclude all express and implied representations and warranties which, but for these Terms, might apply in relation to the Services. Notwithstanding anything to the contrary in these Terms, in no circumstances will we be liable for any indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, use of money or any loss or damages arising from or in any way connected to business interruption of any type, whether in tort, contract or otherwise.

To the extent that our liability cannot be excluded by law, our maximum liability, whether in contract, equity, statute or tort (including negligence), to you will be limited at our election to:

- the replacement of the goods or the resupply of the services provided or the cost of such replacement or resupply; or
- to the refund of any amounts paid by you in respect to the Fees.

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12. Intellectual property

We own or are licensed to use all intellectual property in the Website and our Services including in respect to the Design Plan (**Intellectual Property**).

You may not use any of the Intellectual Property for any purpose other than as may be required for obtaining the legitimate benefit of the Services. Subject to the conditions prescribed under the Copyright Act 1968 (Commonwealth of Australia) and similar statutes that apply in your location, you must not, in any form or by any means:

- a. adapt, reproduce, broadcast, decompile, disassemble, copy, store, distribute, transmit, print, modify, perform, publish or create derivative works from any part of the Website, the Design Plan or the Services; or
- b. put to commercial use any information, products or services obtained from any part of the Website, the Design Plan or the Services, without our prior written consent.

All trademarks appearing on the Website, the Design Plan or used in the course of the Services are the property of their respective owners, including, without limitation, George & Smee. No right, license or interest to such trade marks is granted by these Terms.

Where we arrange photography and video services for the Event or as part of the Booking, we will own any such photos and videos. We may, at our discretion use the photos and videos for marketing, advertising, editorial, exhibition or display purposes. We reserve the right to use and to publish the photos and videos on our Website or any of our social media sites.

By agreeing to use our Services, you hereby authorise and grant a licence to George & Smee to use any content and other material including but not limited to photos and videos relating to the Event or the Booking that you submit, upload, publish or display on the Internet or any social media site. George and Smee may use this content in anyway it sees fit, including on the Website or any social media site relating to us or for marketing, advertising, editorial, exhibition or display purposes, without attributing the content to you