



The following terms and conditions apply to all Bookings, Orders and Products supplied by Maud and Ivy Flowers ABN 70 798 807 150 (Supplier/We/Us/Our) to you as the customer (Customer/You/Your).

### 1. ESTIMATES AND BOOKINGS

- 1.1 We accept a limited number of Bookings. We request that you contact us as early as possible in your planning process. After initial communications and inspiration pictures are provided, an Estimate is sent to you.
- 1.2 Estimates are valid for 30 days from the date of issue.
- 1.3 Upon accepting an Estimate, you are agreeing to the items and total value listed. Should you wish to make changes, we require a minimum of 30 days' written notice before your Delivery Date. Any changes requested within 30 days before your Delivery Date are at our sole and absolute discretion. However, please note, the initial Estimate cannot be reduced by more than 10% from the original agreed Estimate. We require as much notice as possible to ensure we have capacity to deliver any additional requirements. Changes to your Delivery Date and delivery location can only be made under the conditions listed in the "Rescheduled & Relocated Events" section below. All changes must be made in writing to contact@maudandivyflowers.com.au.
- 1.4 In order to secure a Booking you must:
  - 1.4.1 Acceptance of the Estimate;
  - 1.4.2 Sign and Return the Service Agreement; and
  - 1.4.3 pay the Initial Deposit
- 1.5 The Initial Deposit is fully non-refundable and is compensation for our time and effort for communicating with you, undertaking planning, purchasing products, undertaking design work and precludes us from accepting another Booking on your chosen date.
- 1.6 Once a Booking has been made, we will schedule an in person meeting to go over your vision in more detail. We ask that you come prepared with any ideas, pictures and colour themes you may have if you haven't already provided these for the Estimate. If anything has changed from your initial inspiration as set out in our Estimate, this must be discussed and amendments to the Estimate and Fee made if necessary.
- 1.7 If you are not sure what your style is, we are committed to working with you to produce a custom design within a reasonable price range and this service is covered by the Initial Deposit.
- 1.8 If you instruct us to undertake all style and design decisions without any guidance, inspiration or direction from you, you agree to accept the Products on an 'as is' basis. In this case, all requests to amend or vary designs will attract additional Fees for time, Products, and delivery costs.

### 2. CHANGES TO ESTIMATE

- 2.1 Upon accepting the Estimate, you are agreeing to the items and to the total value listed. Should you wish to make changes, we require a minimum of 30 days' notice before the Event Date. Any changes requested within 30 days before the Event Date are at our sole and absolute discretion. However, please note, the initial Estimate cannot be reduced by more than 10% from the original agreed upon Estimate. We require as much notice as possible to ensure we have capacity to deliver additional requirements.
- 2.2 All changes must be made in writing to contact@maudandivyflowers.com.au.

### 3. GENERAL FLORISTRY CUT OFF TIMES

- 3.1 Where possible, Maud and Ivy Flowers offer next day delivery service for delivery locations on the Gold Coast, Northern NSW and on occasion, Brisbane. It is a requirement that all orders for next day delivery service be placed by 7pm the day prior. Cut off times may vary for weekends and public holidays.
- 3.2 We accept Orders and Bookings as far in advance as you wish.

### 4. PAYMENT TERMS

- 4.1 For Event Orders the Interim Deposit is due 30 days prior to, and the Balance Deposit 14 days prior to your wedding or event date.
- 4.2 For Custom Orders the Balance Deposit is due 7 days prior to the Delivery Date. We cannot deliver any Orders without final payment receipt. There are no returns or refunds on Custom Orders.

- 4.3 Payments can be made via cash, direct deposit or credit card payment. Credit card payments attract a minimum 2.5% surcharge.

### 5. CANCELLATIONS

- 5.1 If you decide to cancel the Service Agreement, it must be done in writing to contact@maudandivyflowers.com.au.
- 5.2 If you cancel an Order outside of 30 days' before the Delivery Date, the Initial Deposit remains fully non-refundable. All other deposits paid to us will be refunded to you.
- 5.3 If you cancel an Order within 30 days of the Delivery Date, the Initial Deposit and Interim Deposit are fully non-refundable. All other amounts paid to us will be refunded to you.
- 5.4 If you cancel a Custom Order within 7 days of the Delivery Date all amounts and deposits paid to us are fully non-refundable.
- 5.5 We reserve the right to cancel Orders at any time in our sole and absolute discretion. In this instance, you are entitled to a full refund of all monies paid, including but not limited to the Initial Deposit. This is your only remedy for Maud and Ivy Flowers cancelling an Order.

### 6. DESIGN

- 6.1 Where no inspiration pictures or direction is provided, you accept our design, style, work and product that is ultimately delivered 'as is'. You agree that any amendment of the completed design will be by negotiation. Additionally, fees will be charged for time, product and re-delivery.
- 6.2 Where inspiration pictures and direction are provided and initial concept ideas and discussions are accepted by us, you agree that any amendment of the completed design will be by negotiation where possible. Additional fees will be charged for time, product, and re-delivery where you request any changes to the completed design.
- 6.3 By commissioning Maud and Ivy Flowers to design and create floral pieces for your wedding, event, custom order, or general floristry, you entrust Maud and Ivy Flowers to choose all floral varieties, colour schemes and textures that will best showcase the ideas for your requirements. By signing a Service Agreement, you allow Maud and Ivy Flowers to create distinctive and unique floral pieces and interior décor.

### 7. PRODUCT CONDITION AND CARE

- 7.1 We acknowledge that flowers are designed to only be out of water while you walk down the aisle and a very short time at the reception. To keep the flowers as fresh as possible, we encourage you to schedule your photographer to take pictures after the ceremony. Please keep bouquets in water before the wedding or event as much as you can to avoid wilting. Please remind your guests wearing flowers that they are real flowers and are fragile and will need to be careful to avoid damage to the flowers.
- 7.2 Some key items to ensure longevity of product are:
  - 7.2.1 Bouquets should be unwrapped, and stems should be cut on an angle and placed into fresh water.
  - 7.2.2 Change water and fresh cut your flowers every 2 days.
  - 7.2.3 Try to keep flowers out of direct sunlight and also warm places.
  - 7.2.4 Avoid draft areas as well as air conditioning and fruit bowls.

### 8. DELIVERY

- 8.1 For all deliveries, a delivery fee will be charged. The amount of the delivery fee will be based on the distance of travel and will be included in the Estimate.
- 8.2 Upon delivery (or collection) you assume all risk responsibility for loss, damage and care for your flowers and designs. There will be no delivery without prior payment in full. We deliver to suburbs on the Gold Coast, Northern NSW and on occasion, Brisbane. All deliveries are subject to Courier availability.
- 8.3 It is your responsibility to ensure all goods delivered to secure addresses (e.g. apartments and units) will be received by the recipient. All unsuccessful deliveries will result in additional fees payable by you, including an additional delivery fee, within 48 hours of demand. Collection of goods from Maud and Ivy Flowers is available.
- 8.4 Maud and Ivy Flowers use multiple reputable courier companies. Delivery times may vary depending on the delivery company chosen. Maud and Ivy Flowers are not responsible for goods that are either



damaged in transit or not received. Maud and Ivy Flowers should be notified immediately of damaged or lost goods. Replacement of damaged or lost items is made at the sole discretion of Maud and Ivy Flowers.

#### 9. HIRED PRODUCTS

- 9.1 All products hired by you are your full responsibility during hire times. Please be respectful of their delicate nature and return them clean and in the same condition as when they are delivered.
- 9.2 All hired products, including damaged rental items, remain our property and are provided on a hire only basis, unless purchased by you. Hired items must be returned to us within 48 hours of the wedding or event if we are not engaged to Pack Down, unless agreed otherwise. Please advise your guests that all hired items (e.g. vases & votives) 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 for hire items. We also reserve the right to charge you the full replacement costs for items damaged, lost or broken.
- 9.3 This cost will be assessed next day after the event and presented in a separate invoice payable within 7 days. The replacement value of item(s) will be determined by age and condition at time of rental.

#### 10. INSTALLATION, SET-UP AND PACK DOWN

- 10.1 It is your responsibility to advise the venue / events manager regarding the scope of designs. The responsibility remains with you 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. You are solely liable and responsible for any instances where work cannot be completed and achieved due to a lack of permission or safety at the venue.
- 10.2 Each venue will have its own rules about how and where arrangements and decorations are placed. The parties agree that any guidelines, policies, and prohibitions set out by the venue will be adhered to. Maud and Ivy Flowers do not give warranties in relation to venue locations, or their guidelines, policies, prohibitions or its associated props or installation locations. The suitability of these items are the responsibility of the venue and customer.
- 10.3 Items provided for flowers or décor must be clean and ready to use. Maud and Ivy Flowers are only responsible for items during Set Up and will not be responsible for any item damaged or destroyed during or after the event. You are responsible for removing these items from the wedding or event venue.
- 10.4 If you are wanting to provide your own vases and structures, you are required to ensure that your vases and vessels are watertight before you drop them off to us or the venue. If you are using your own or another supplier's 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.). We are not responsible for any damage done to items hired by you.
- 10.5 Costs associated with Installation, Set-Up and Pack Down are estimated per wedding or event and included in the Service Agreement. You acknowledge and agree that where we are required to spend additional time for Installation, Set-Up and/or Pack Down, you may incur additional fees.
- 10.6 You acknowledge and agree that Pack Down may incur a Green Waste Fee.

#### 11. RESCHEDULING AND RELOCATIONS

- 11.1 You must advise us of any change to the Delivery Date or location for delivery in writing to contact@maudandivyflowers.com.au. We will do our best to accommodate a new Delivery Date or location however we cannot guarantee our availability. If we are unavailable on your new event Delivery Date, or are unable to accommodate your change of venue, and you choose to cancel an Order the Initial Deposit remains non-refundable our cancellations policy applies.
- 11.2 If we are available on your newly chosen Delivery Date, or are able to accommodate your venue change, a new Estimate will be issued

## Terms and Conditions

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.). Any amounts paid to us will be credited to the new Estimate.

#### 12. UNFORESEEN EVENT (WEATHER AND HEALTH)

- 12.1 In the instance of Extreme Weather, we will always put safety first and will follow government advice. We are not liable for the impact Extreme Weather has on our ability to safely do our job. Refunds will not be provided if a wet weather or alternate plan has not been provided for us to safely carry out our work. Extreme temperatures and high winds have a dramatic impact on flowers. While we will do our best to go above and beyond, are not responsible for damaged florals as result of weather.
- 12.2 We take our health and safety seriously and adhere to all current health and safety requirements. Where we cannot safely perform our duties as a direct result of COVID-19, we will advise you in writing. Should we be required to quarantine in the lead up to the 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.

#### 13. PRICE VARIATIONS

- 13.1 We reserve the right to amend or change the pricing, designs or flowers outlined in the Estimate/Tax Invoice in the event of cost changes beyond our control (e.g. wholesale flower prices). We will make every effort to honour the original agreed price, however the current volatile nature of restrictions and freight charge increases (national/international) may dramatically affect wholesale flower prices. Any price increases will be formally advised to you in writing and together with a recommendation at least 14 days prior to the Event Date.

#### 14. SUBSTITUTIONS

- 14.1 Flowers aren't an exact science, and sometimes we may need to make substitutions if what you ordered is not available from wholesale sources, does not arrive in the desired condition due to transport, colouring or other issues.
- 14.2 You authorise us to make the appropriate substitutions where we consider appropriate to ensure the quality of flowers utilised is always of a high standard.
- 14.3 Notwithstanding any other term of this Agreement, we do not guarantee the availability, exact colours, sizes, shape or shades of specific Products.
- 14.4 Unseasonably warm, wet or cool seasons have a dramatic impact on flower and foliage availability. We will use reasonable endeavours to adhere to the agreed colour palette and style of floral design referred to in the Estimate.

#### 15. REFUNDS AND RETURNS

- 15.1 There are no refunds or returns for Custom Orders under any circumstances unless otherwise set out in this Agreement.

#### 16. LIMITATION OF LIABILITY

- 16.1 The parties agree to limit the liability of Maud and Ivy Flowers for all loss (including consequential loss) and damages that may arise to the total amount of fees paid to Maud and Ivy Flowers under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged to arise, unless otherwise prohibited by law. However, each party will remain liable for bodily injury or personal property damage resulting from negligent or wilful action of the parties.

#### 17. EXCLUSIVITY

- 17.1 It is understood that Maud and Ivy Flowers will work as the sole and exclusive florist for your wedding, event or custom order. By signing the Service Agreement, you agree that no other person (including you) or company shall provide fresh or artificial floral products for your wedding or event location without the consent of Maud and Ivy Flowers. This clause is to protect the image of Maud and Ivy Flowers from assumptions that might occur from the wedding or event attendees. Some exceptions may apply after discussing with Maud and Ivy Flowers and obtaining our written consent.

#### 18. PHOTOGRAPHS AND VIDEO FOOTAGE

We retain the right to photograph all finished work and you consent to us using photographs of your wedding, event, Custom Order or



general floristry order 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. 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 you or your photographer assumes permission to be used by us on social media and our portfolio for the marketing of our business with credit given to the photographer. We reserve the right to hire an independent photographer to capture our work on the day. Usage of these images will be limited to our own marketing and self-promotion applications.

#### 19. PRIVACY

19.1 We respect your privacy. All personal details set out in the Service Agreement 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.

#### 20. GENERAL

20.1 **Entire agreement:** The Agreement (including attachments, namely the Service Agreement) represents the entire agreement between the parties in relation to the Services and supersedes all prior discussions, negotiations, understandings and agreements in relation to those Services.

20.2 **Governing law and jurisdiction:** This Agreement will be governed by the Laws of Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.

20.3 **Variation and waiver:** A provision of the Agreement, or right, power or remedy created under them, may not be varied or waived except as agreed in writing.

20.4 **Notices** – All notices, requests, claims, demands and other communications between the parties shall be in writing. All notices shall be given (a) by delivery in person, (b) by a nationally recognised next day courier service, or (c) by registered mail with postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be effective upon (a) the receipt by the party to which notice is given, or (b) on the third day following mailing, whichever occurs first. Notices may also be given by electronic mail. Such notices shall be effective upon receipt of a written acknowledgement by the party to which notice is given.

20.5 **Force Majeure:** In the event Maud and Ivy Flowers is unable to perform its obligations under the terms of the Service Agreement and this Agreement because of acts of God, strikes, disease outbreak or pandemic, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, Maud and Ivy Flowers shall not be liable to you for any loss or damage resulting from such failure to perform or otherwise from such causes.

#### 21. DEFINITIONS

**Agreement** means these terms and conditions.

**Booking** means a confirmed Custom Order or Event Order in accordance with a signed Service Agreement.

**Custom Orders** means individual orders for Products that is not associated with an event.

**Delivery Date** means the delivery date stated in the Service Agreement.

**Green Waste Fee** means the fee associated with the disposal of flowers and greenery from an Event Order.

**Estimate** means an estimate of fees and charges produced by Maud and Ivy Flowers.

**Event Orders** means orders for Products for a specific event (including weddings).

**Event Date** means the event date stated in the Service Agreement.

## Terms and Conditions

**Extreme Weather** includes unexpected, unusual, severe, or unseasonal weather, such as flooding, hail, fires, etc.

**Fee** means the total charges including the Initial Deposit and Interim Deposit that makes up the Estimate.

**Initial Deposit** means an amount equal to 30% of the Estimate

**Interim Deposit** means an amount equal to 30% of the Estimate

**Orders** refers to both Event Order and Product Order.

**Pack Down** includes the collection, removal and disposal of all flowers and collection and return of hired props.

**Products** means any flowers, goods or services supplied by Maud and Ivy Flowers.

**Service Agreement** means the document titled 'Service Agreement'.

**Services** refers to a all Bookings, Orders and Products supplied by Maud and Ivy Flowers.