

STANDARD TERMS

Version 2.1

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Forever Florals and Events ABN 41 644 571 797 ('we', 'us', and 'our')

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PART A - CORE TERMS

1. Agreement framework

1.1. Components

This agreement consists of:

- (a) the Quote;
- (b) any invoice we issue in connection with the Quote;
- (c) these Core Terms (Part A); and
- (d) any applicable Schedules (Part B).

1.2. Priority of Terms

If there is an inconsistency between any of the documents in clause 1.1, they apply in the following order of priority:

- (a) any invoice we issue in connection with the Quote;
- (b) the Quote;
- (c) the Schedules (in the order they appear); and
- (d) these Core Terms.

2. Booking

2.1. Quote

Each Quote is an offer to supply one or more of the Goods, Hire Items, or Services.

2.2. Expiry

A Quote expires after the time stated in it, or after 7 days after it is issued if no time is stated.

2.3. Acceptance

You accept a Quote by paying the Deposit and the Bond in accordance with clause 4.1.

2.4. Effect of Acceptance

When you accept the Quote, this agreement comes into effect and binds both parties.

3. Delivery

3.1. Method

We shall deliver the Goods, the Hire Items, or both to the Event Location or the nominated address or make them available for pickup.

3.2. Time

Delivery occurs when the Goods or the Hire Items arrive at the Event Location or the nominated address, or when you collect them.

3.3. Access

You shall ensure that:

- (a) the venue permits delivery, setup, and pack-down at the agreed times; and
- (b) you provide us with any required access instructions, contact details, and entry permissions in advance.

3.4. Delays

If we cannot deliver or set up because the venue is closed, denies access, or restricts access at the agreed time, we shall contact the venue, and failing them, you, to seek access.

3.5. Delays Affecting Set Up

If access is delayed and there is not enough time remaining in the agreed set up window for us to complete the ceremony setup, the reception setup, or both (including any repurposing of ceremony florals or props), we shall discuss reasonable alternatives with you, including adjusted or partial installation.

3.6. Setup Restrictions

We may decline to install or place Goods, Hire Items, or both where it is unsafe, unsuitable, or prohibited by the venue. Where possible, we shall discuss alternative installation or placement with you on the day.

3.7. No Refund

If, because of the circumstances described in clauses 3.5 or 3.6, the set up cannot be complete as originally planned, we are not required to refund amounts paid for the affected Goods, Hire Items, or both.

4. Payment

4.1. Deposit and Bond

To accept a Quote, you must pay the Deposit and the Bond by the time stated in the Quote.

4.2. Purpose of the Bond

The Bond secures obligations relating to the Hire Items, including:

- (a) loss, theft, or damage (including weather-related damage);
- (b) repair or replacement costs where the Hire Items are returned in a condition beyond reasonable wear and tear;
- (c) additional cleaning or restoration costs; and
- (d) unpaid amounts relating to the Hire Items.

4.3. Deduction

We may deduct from the Bond any amount reasonably necessary to cover the matters in clause 4.2. We shall notify you of any deduction and briefly explain it.

4.4. Return of Bond

We shall refund the remaining Bond balance within 3 business days after the later of:
(a) the Event Date; or (b) the date we receive all Hire Items back.

4.5. Effect of Payment

When you pay the Deposit and the Bond, we shall reserve the Event Date for you.

4.6. Balance Invoice

You shall pay the Balance Invoice by its due date.

4.7. Payment Arrangements

At your request, we may agree to an instalment arrangement for payment of the Balance Invoice.

4.8. Fee Adjustments

We may adjust Fees to correct genuine errors or where the information you provided was materially incomplete. Any adjustment we make will be reasonable and explained.

4.9. Late Payment or Non-Payment

If you do not pay the Balance Invoice by the due date, we may: (a) suspend performance of our obligations under this agreement until payment is received; or (b) terminate the agreement.

4.10. Late Fees

If any part of the Balance Invoice remains unpaid:

- (a) 7 days after the due date, you shall pay a late payment charge equal to 10% of the amount of the Balance Invoice; and
- (b) 14 days after the due date, you shall pay an additional late payment charge equal to 10% of the of the Balance Invoice.

4.11. Genuine Estimate

The late payment charges payable under clause 4.10 represent a genuine pre-estimate of the loss we are likely to suffer from late payment, including administrative costs, disruption, additional sourcing costs, and financing costs.

5. Variation

5.1. General

A Variation may be initiated by you or proposed by us. A Variation takes effect only if agreed by both parties.

5.2. Declining a Request

We may decline a requested Variation if it is not reasonably practicable to implement the requested change, taking into account timing, availability, supplier commitments, and production requirements.

5.3. Effect of Variation

If we accept a Variation, you shall pay an additional amount resulting from a Variation in accordance with the revised Fees we notify to you.

5.4. Rescheduling the Event Date

If we do not have availability on the alternative Event Date you propose: (a) any Deposit and Bond paid may be applied only as a credit towards a future booking with us; and (b) the credit must be used within 12 months of the original Event Date, subject to availability.

6. Unexpected Event

6.1. Notice

If an Unexpected Event occurs, we shall notify you as soon as possible.

6.2. Consequences for Performance

After notifying you under clause 6.1, we may for the duration of the Unexpected Event: delay performance, modify the scope of or manner of performance, or suspend performance.

6.3. Consequences for Scheduling

After receiving a notice under clause 6.1, you may request a rescheduled Event Date, and in which case clause 5.4 applies.

6.4. Refunds

If an Unexpected Event means we cannot supply some or all of the Goods, Hire Items, or Services:

- (a) we shall refund the Fees paid for the affected Goods, Hire Items, or Services that we cannot provide, except for amounts we have already spent or committed in reasonable preparation for your booking; and
- (b) we shall propose reasonable alternatives to reduce any impact on your event.

7. Cancellation

7.1. Cancellation by You

You may cancel your booking at any time by notifying us.

7.2. Effect of Cancellation by You

If you cancel your booking:

- (a) we are not required to refund your Deposit, and
- (b) in addition, you shall pay us:
 - (i) if cancellation occurs more than 90 days before the Event Date — any expenses we have reasonably incurred;
 - (ii) if cancellation occurs not more than 90 days but more than 60 days before the Event Date — an amount equal to 25% of the Balance Invoice;

- (iii) if cancellation occurs not more than 60 days but more than 30 days before the Event Date — an amount equal to 50% of the Balance Invoice; and
- (iv) if cancellation occurs 30 days or fewer before the Event Date — the full Balance Invoice.

7.3. Genuine Estimate

The amounts payable under clause 7.2 represent a genuine pre-estimate of the loss we are likely to suffer if you cancel your booking, including lost revenue, lost opportunity to accept alternative bookings, staff allocation costs, and administrative costs.

7.4. Cancellation by Us

We may cancel the booking if:

- (a) no alternative installation or placement is possible under clause 3.6;
- (b) despite reasonable efforts under clauses 3.4, 3.5, or both, access to the Event Location does not become available; or
- (c) you fail to pay an amount due under clause 4.9.

8. Liability

8.1. Consumer Rights

Nothing in this agreement is intended to limit your rights under the Australian Consumer Law.

8.2. Damage to Hire Items

Subject to clause 8.3, you are responsible for loss of, or damage to, Hire Items to the extent that it is caused by:

- (a) your misuse, mishandling, or unauthorised movement of the Hire Items; and
- (b) the actions of your guests, vendors, or any other person for whom you are responsible.

8.3. Damage to Hire Items

You are not responsible for: (a) reasonable wear and tear; or (b) loss or damage caused by our negligence.

8.4. Items Supplied by You

We are not responsible for loss of, or damage to, any items supplied by you or by a nonparty on your behalf, unless the loss or damage is caused by our negligence.

8.5. Candles

Once we have positioned and lit our candles, you are responsible for any resulting loss or damage, except to the extent that the loss or damage is caused by our negligence.

8.6. Proportionate Responsibility

Each party is responsible only for loss or damage to the extent that it is caused by that party's breach or negligence.

9. Intellectual Property

9.1. Ownership of Our Materials

We own all Intellectual Property Rights in Our Materials.

9.2. No Transfer of Rights

Nothing in this agreement transfers ownership of any Intellectual Property Rights in Our Materials to you.

9.3. Client Materials

You grant us a non-exclusive licence to use, reproduce, modify, and adapt the Client Materials for the purpose of supplying the Goods, Hire Items, or Services. You confirm you have the right to grant this licence.

9.4. Licence to Use Our Materials

We grant you a non-exclusive, non-transferable licence to use Our Materials solely for the purpose of your event.

9.5. Restrictions on Use

You shall not, without our prior consent reproduce, adapt, distribute, or sell Our Materials.

9.6. Promotional Use of Our Materials

We may photograph and use Our Materials for our portfolio, website, social media, advertising, and other promotional purposes.

9.7. Event Photos Provided by You

If you give us photos relating to the Goods, the Hire Items, or the Services, you grant us permission to use them for marketing purposes, unless you tell us not to. You confirm that you have the right to give that permission.

10. Notices

A notice must be in writing and sent by email. A notice is deemed to be received when sent unless an error message is received.

11. Definitions

In this agreement:

Balance Invoice means invoice we issue for the remaining Fees after payment of the Deposit and the Bond.

Bond means the refundable security amount stated in the Quote that secures obligations relating to the Hire Items.

Client Materials means text, images, artwork, photographs, logos, data, or other content you provide to us for use in connection with the Goods, Hire Items, or Services.

Defect means the Goods materially differ from the Quote or the approved Proof. A Defect does not include: (a) minor variations in colour, texture, arrangement, or appearance; or (b) dissatisfaction with aesthetic preferences.

Deposit means the non-refundable amount stated in the Quote that is payable to accept the Quote.

Event Date means the date of your event, as described in the Quote.

Event Location means the location of your event, as described in the Quote.

Fees means the amounts payable by you as set out in the Quote, as adjusted under this agreement.

Goods means the items we sell to you under a Quote, including bridal flowers, buttonholes, signs, and Stationery.

Hire Items means the items we hire to you under a Quote, including floral arrangements, candles, stands, and other decorative props.

Intellectual Property Rights means copyright, design rights, trade marks, and any similar rights recognised by law.

Our Materials means artwork, designs, floral concepts, styling concepts, digital proofs, templates, stationery designs, styling layouts, installation mock-ups,

photographs we take, and any other materials we create in supplying the Goods, Hire Items, or Services.

Proof means a digital or other proof we provide showing the final design, layout, wording, colours, or appearance of the Stationery before production.

Proof Round means a set of Proofs issued together for review at the same stage of the design process.

Quote means a document we issue that describes the Goods, Hire Items, Services, Fees, Event Date, Event Location, and other details relevant to your booking.

Services means Stationery Services, Styling Services, or a combination of both of them.

Stationery Services means the services described in the Quote that relate to stationery, including the design, proofing, production and supply of the Stationery.

Styling Services means the services described in the Quote that relate to creative planning, arrangement, and on-site installation of items for your event, including:

- (a) developing styling concepts and preparing items before the Event Date; and
- (b) installing, styling, arranging, repurposing, and dismantling items at the Event Location,
but excluding delivery.

Stationery means the following items, to the extent described in the Quote: menus, place cards, signage, seating, welcome signs, and any other printed or digital stationery.

Unexpected Event means an event outside our reasonable control that prevents or materially hinders us from performing our obligations, including: severe weather, natural disasters, emergencies, government restrictions, pandemics, power disruptions, transport disruptions, or similar events.

Variation means a change to the Goods, Hire Items, Services, Event Location, or Event Date.

PART B - SCHEDULES

SCHEDULE 1 – HIRE ITEMS

1. Prop Hire

We shall hire the Hire Items to you.

2. Hire Start

The hire period for each Hire Item begins on the earlier of:

- (a) when you take possession of that Hire Item; or
- (b) when we deliver that Hire Item to the Event Location.

3. Hire End

The hire period continues until the later of:

- (a) when the Hire Item is collected from the Event Location; or
- (b) when we otherwise retake possession of the Hire Item.

4. Hire Fees

The Fees cover the entire hire period, whether or not the Hire Items are used during that time.

5. Title

We retain title to each Hire Item.

6. Risk

Risk in each Hire Item passes to you when the Hire Item is delivered or collected, except while we are installing, styling, repurposing, or dismantling the Hire Item at your event.

7. Restrictions on Movement

You may not move, alter, relocate, or dismantle any Hire Item unless we agree.

8. Instructions to Others

You shall not instruct any person to do anything under clause 7 of this Schedule 2 unless we agree. Reasonable repositioning of Hire Items within the Event Location is

permitted if: (a) it is necessary to accommodate use of the venue; and (b) it does not damage or alter the installation.

9. Care of Hire Items

You shall take reasonable care of each Hire Item and protect it from damage, loss, and weather exposure during the hire period.

SCHEDULE 2 – SALE OF GOODS

1. Sale of Goods

We shall supply the Goods to you.

2. Nature of the Goods

The Goods are made-to-order and created specifically for your event.

3. Custom Goods

Because the goods are custom-made for your event, they cannot be returned unless required by the Australian Consumer Law.

4. Inspection

You shall inspect the Goods when they are delivered or collected and notify us immediately if you consider that any Goods contain a Defect.

5. Defects

If the Goods contain a Defect, we shall comply with our obligations under the Australian Consumer Law.

6. Limitations on Refunds

We are not required to offer a refund or replacement for: (a) a change of mind; or (b) dissatisfaction with the aesthetic preferences where the Goods match the accepted design, brief, or Proof.

SCHEDULE 3 – STYLING SERVICES

1. Performance

We shall perform the Styling Services.

2. Styling Discretion

On the Event Date, we may make reasonable styling adjustments where necessary to accommodate venue conditions, safety requirements, weather, the time available for installation, or the overall composition of the installation.

3. On-the-Day Requests

3.1. Request

On the Event Date, we may receive a request additional work not included in the Quote, including:

- (a) additional styling or installation;
- (b) repurposing items beyond what is described in the Quote;
- (c) significant repositioning of installed items; or
- (d) other tasks not included in the Quote.

3.2. Who Can Make a Request

A request under clause 3.1 of this Schedule 3 can be made by: (a) you; (b) an event planner, coordinator, or other event professional engaged for your event; or (c) venue staff acting in connection with your event.

3.3. Reliance

Unless you notify us in advance that only specified persons may give instructions, we may rely on a request made under this clause 3.1 of this Schedule 3.

3.4. Fees

If we accept request under clause 3.1 of this Schedule 3:

- (a) we may deduct an additional fee from the Bond; or
- (b) if the Bond is insufficient, we may invoice you after the Event.

You shall pay any invoiced amount within 3 business days after we notify you.

3.5. Declining a Request

We may decline a request under clause 3.1 of this Schedule 3 if it is unsafe, not reasonably practicable, or would likely compromise the agreed setup.

3.6. Minor Adjustments

Minor operational adjustments that do not materially change the agreed styling do not constitute a request under clause 3.1 of this Schedule 3.

4. **Wet Weather Determination**

4.1. Determination

If we consider the weather unsuitable or unsafe for outdoor styling or installation, we may relocate or repurpose affected items for indoor use if feasible.

4.2. Factors we may consider

In making this determination, we may take into account:

- (a) whether the venue permits indoor relocation;
- (b) the time and resources available; and
- (c) the suitability of the items for indoor use.

4.3. Indoor Relocation

If relocation or repurposing is feasible, we shall install the affected items indoors in a manner suitable for your event.

4.4. No Refund

If relocation or repurposing is not feasible, no refund applies in respect of the affected items.

SCHEDULE 4 – STATIONERY SERVICES

1. Required Information

1.1. Information You Must Provide

You shall provide us with all the information we require to produce the Stationery, in the format we specify. This includes names, guests lists, table allocations, designs selections, colours, wording, and any Client Materials you want us to use.

1.2. Deadline for Information

You shall provide the required information no later than 4 weeks before the Event Date, unless the Quote states otherwise.

1.3. Failure to Provide Information

If you do not provide the required information by the deadline in clause 2.2 of this Schedule 4, we may cancel the Stationery Services component of your booking, and clause 7 (Cancellation) of the Core Terms applies to that component only.

2. Design and Proofing

2.1. Start of Design

We shall begin designing the Stationery only after: we have received all required information under clause 2 of this Schedule 4; and you have paid the Deposit.

2.2. Proofs

We shall provide one or more Proofs for your review.

2.3. Revisions

You may request up to 2 rounds of revisions for each Proof Round. Any additional revision rounds may incur additional fees, which we will confirm with you before proceeding.

2.4. Approval of the Proof

When you approve a Proof (Production Approval), you confirm that:

- (a) the Stationery will be produced exactly as shown in the approved Proof; and

- (b) you have checked all details, including names, dates, spelling, grammar, numbering, and layout.

2.5. Errors in Approved Proofs

We are not responsible for any error or omission in an approved Proof, including errors in information you supplied.

3. **Printing and Production**

3.1. Production

After Production Approval, we shall arrange printing of the Stationery.

3.2. Colour and Material Variations

Printed colours may vary from Proofs. Paper stock, texture, and print finish may vary within industry tolerances. These variations are not Defects.

3.3. Minimum Quantities

Minimum order quantities may apply to some Stationery items. We will tell you if a minimum quantity applies.

3.4. Stock Substitution

If a selected stock is unavailable, we may substitute it with the closest available material of comparable quality.

4. **Reprinting**

4.1. Our Error

If the final printed Stationery materially differs from the approved Proof because of our error, we will reprint the affected items at our cost.

4.2. Your Error

If the final printed Stationery matches the approved Proof but contains an error or omission, you shall pay the full cost of any redesign, reprinting, or both.

4.3. No External Reprinting

You shall not reprint, or allow any other person (including printers or designers) to reprint, the Stationery or any part of Our Materials.

5. Use of Designs

5.1. Non-Party Use

You shall not allow any person (including printers, designers, or vendors) to reproduce, distribute, or otherwise use Our Materials.

5.2. No Derivative Works

You shall modify Our Materials or create or allow anyone else to create, any derivative work based on Our Materials.

5.3. Reuse of Designs by Us

We may adapt and reuse Stationery designs created for you as part of our semi-custom or standard ranges after your event.

5.4. Derivative Works Created by Us

Any derivative work we create from Client Materials forms part of Our Materials, and we own the Intellectual Property Rights in that derivative work. You may use the derivative work solely for the purpose of your event under clause 9.4 of the Core Terms.

6. Late Orders and Changes

6.1. Late Orders

We are not required to accept new Stationery orders less than 8 weeks before the Event Date, unless we agree otherwise.

6.2. Conditions for Accepting a Late Order

If we accept a late order:

- (a) you shall provide all required information no later than 4 weeks before the Event Date; and
- (b) a 30% late fee applies to the Stationery component of the order.

6.3. Automatic Cancellation

If you do not provide the required information by deadline in clause 6.2 of this Schedule 4, we cancel the Stationery Services component.

6.4. Last-Minute Changes

Any changes to guest lists, table numbers, seating charts, or other information after Production Approval may require redesign, reprinting, or both at your cost.