

TERMS & CONDITIONS

1. DEFINITIONS

- (a) The "Owner" is Styled by K*
- (b) The "Hirer" and "Client" refers to the person, firm or corporation hiring equipment from the Owner or purchasing goods from the "Owner"*
- (c) The "Equipment" means all the equipment and accessories supplied to the Hirer*
- (d) "Terms" means these Terms and Conditions*

2. QUOTE

All prices quoted are based on the package enclosed; any modifications to individual components may result in an adjustment to the overall quoted price. Quotes are valid for 21 days. After 21 days a new quote may be required. Any modifications after the initial booking will be done at the current market rate as at the date of the request.

3. SECURING YOUR DATE

A non-refundable deposit of 25% is required to secure booking. Full payment is due 14 days prior to wedding date and must be paid in full by this date, or delivery of agreed goods and services cannot be guaranteed.

4. CONDITIONS

As we work with nature, flower choice is subject to seasonal availability. In the event that flowers choice is unavailable, we reserve the right and will make every effort to substitute flowers for one similar in style, quality and value. Fresh flowers are extremely delicate especially when not in water. We recommend bridal bouquets be placed in water when not in use, and buttonholes and corsages be placed in the fridge to ensure maximum freshness throughout the day. Styled by K is not liable for the condition of flowers after delivery has occurred. When delivered we would expect the bride or groom to receive the goods, inspect for quality and confirm correct items have been received, with any issues raised prior to our staff leaving the delivery address. If no one is available at the delivery address at the nominated delivery time it is deemed that the goods have been delivered in acceptable condition.

5. SEASONAL FLOWERS

Items quoted as "seasonal flowers" will include the florists' selection of flower types in season according to the theme and colours discussed, this excludes the use of premium flowers (Eg: phalaenopsis orchids, cymbidium orchids, peonies, david austin roses, hydrangeas, calla lilies, parrot tulips etc.). "Seasonal flowers" will also include a selection of flower varieties and colours according to the style and arrangement that is to be achieved. The request for premium flowers or a large amount of colour and variety combinations may incur a higher charge at the discretion of Styled by K.

6. SECURITY DEPOSIT

full credit card details are required as security for all hire items, this will be provided on our 'hire security form'. An additional cash \$300 security bond will be charged to all clients requiring "dry hire" items. We take great care in selecting the best hire items and keep them in immaculate condition. Any damaged or missing items will be replaced by you at full replacement cost and charged towards your security bond or credit card. The security bond will be refunded by bank transfer after successful return and inspection of the hire items. Any hire items that are not picked up by Styled by K staff, must be returned cleaned and in original condition without additional damage to any provided packaging. Returns are to be done the day following the event, unless otherwise arranged.

7. LIABILITY

You agree and acknowledge that "Styled by K" is not responsible or accountable for any personal injury or negligence resulting from use of goods supplied to you, or on behalf of you.

8. PAYMENT METHODS

Our preferred payment method is Cash, which can be made via direct deposit or paid in person; Credit Card and PayPal payments incur a 2.5% Surcharge and will be added to these payments.

9. ACCEPTANCE

Payment of your deposit is acceptance of the terms and conditions and forms an agreement to purchase the items listed in the quote/invoice.

10. CANCELLATIONS

Should you need to cancel the date your booking, you will need to notify us in writing as soon as possible. We are happy to transfer your booking to another date, subject to availability. If the new date is unavailable or you will not be setting a new date, any payments made to date will be forfeited.

11. MODIFICATIONS

Any changes to part of the invoice, or modifications to individual items, may incur a fee to the discretion of Styled by K, where the business has incurred cost in preparing for the event. This includes increasing stock of silk flowers or other hire items (changes to fresh florals items are excluded). No changes will be accepted within 14 days to the event date.

12. HIRE ITEMS

- (a) The hiring of the equipment will commence from the commencement date specified on your invoice and continue for the duration of your event. The hirer is entitled to use the equipment for the hire period. Any extension of the period must be agreed to by Styled by K.*
- (b) The hirer shall not remove the Hire equipment or any part thereof from the situation and position of its installation without consent from the owner.*
- (c) The hirer acknowledges that he/she has received adequate instruction on the correct use of the equipment, which includes demonstration or verbal or written instructions.*

- (d) The hirer agrees not to use the equipment at locations or purposes different to the equipment's general designated purpose and specified suitability (such as indoor versus outdoor use).*
- (e) The hirer acknowledges responsibility for the equipment and is liable for any damage.*

13. PAYMENTS

- (a) The hirer agrees to pay Styled by K the hire fee for the hire period including any applicable taxes, stamp duties, penalties, levies or freight and other charges relevant to this agreement.*
- (b) The required fees must be paid to Styled by K 14 days prior to the commencement date of the event date, any fees paid after this date may incur a late fee to the discretion of Styled by K.*
- (c) Equipment not returned on time and in accordance with this agreement will be subject to a continuance of the agreed rental until return is complete.*
- (d) Payment for hire of goods must be made by;*
- (i) deposit as specified in the quote upon confirmation of booking; and*
 - (ii) the balance of the agreed hire price made 14 days prior to delivery of the goods.*
- Payment must be made by credit card, bank transfer or cash.*
- (e) The Owner requires a credit card as security at the time of order placement. An order will not be confirmed unless security for has been filled with appropriate payment details and returned via email*
- (f) All orders placed less than 7 days from delivery require full payment to confirm the booking.*
- (g) All prices on the Styled by K website and invoices are in Australian Dollars (AUD).*
- (h) All custom built or special purchase equipment requires full payment at point of booking in order to commence manufacture or buying process.*

14. DELIVERY & COLLECTION

- (a) The goods will be left by the hirer in a reasonably clean, but not necessarily sterile state or a cleaning fee may apply.*
- (b) The Hirer must allow any Styled by K representative access to the goods at all reasonable times.*
- (c) The Hirer must provide safe and proper access to and at the event site, and ensure that the venue does not have fittings or temporary items that obstruct the agreed setup space as defined in the invoice. The hirer must notify Styled by K immediately in writing advising of any obstructions that may affect the setup on the event date 14 days prior to the event, Styled by K reserves the right to refuse setup in a nominated venue if it is deemed unsuitable for installation or unsafe for any parties. The hirer agrees Styled by K is not liable for any modifications to the provided goods or configuration of installed equipment in order to account for any obstructions or amenities not working, at the hirers' venue on the date of the event. The hirer will not be provided a refund if modifications are required to meet the required safety requirements as deemed by Styled by K.*
- (d) The Hirer is liable for all injury, loss or damage suffered by Styled by K its employees or agents while at the event site.*

15. DAMAGE

- (a) The Hirer is responsible for the equipment from the time of delivery until collection by the Owner and shall pay for all equipment damage or loss however caused during that period. Damage includes (but is not limited to):*

- (i) damage resulting from overloading, exceeding rated capacity, misuse, abuse or improper servicing of equipment;*
- (ii) Damage due to mysterious disappearance of the equipment;*
- (iii) Damage caused by the use or operation of equipment in contravention of any of the conditions of the agreement;*
- (iv) Damage to, or loss of, the equipment from any unknown cause.*

(b) The Hirer shall protect the equipment from the elements during the time of delivery, use, storage or waiting period before pick-up.

(c) The Owner shall not be liable for any loss or damage caused to any person, property, animal or things whatsoever arising from the use of the equipment hereby hired and the Hirer indemnifies the Owner in respect to any claims for such loss or damage.

(d) Where the Hirer is more than one person liability shall be joint.

(e) By making a booking through confirming a quote via signature, deposit payment or remittance of funds, the hirer acknowledges and agrees to the Owners Terms and Conditions.

(h) In the case of the equipment being damaged or missing, the hirer will pay full replacement cost and charged to the nominated credit card or charges invoiced to the hirer.

16. FORCE MAJEURE

For the purpose of this clause, “Force Majeure” means an event or circumstance beyond the reasonable control of a party, including, but not limited to, acts of God, War, Rain, Hail, Wind, Fire, Explosion, Civil disobedience, Legislation not in force at the date of this Agreement or labour disputes. Neither Styled by K nor the Hirer will breach this agreement and each party will not be liable to the other party for delay or failure to perform its obligation under this agreement due to Force Majeure. Styled by K may give written notice to the Hirer, giving full particulars of such Force Majeure.

Styled by K shall not be liable for any indirect or consequential losses or expenses suffered by the Hirer, including but not limited to, loss of turnover, profits, business or goodwill or any liability to any other party or for any loss or damage suffered by the Hirer as a result of any delays caused by such Force Majeure events.

17. OTHER SERVICES

a) Styled by K will provide one complimentary face to face “styling” session to build a quote and styling brief specific to your event. Any additional sessions whether at the business location or other locations nominated by the client, may incur additional charges at the discretion of Styled by K.

b) All outdoor events must have a “wet weather” plan arranged consisting of an alternate location sheltered from weather. Styled by K must be given minimum 24 hours’ notice if this plan is to be enacted by the client. Styled by K reserves the right to enact the “wet weather” plan at any time if there is deemed a risk to their property or staff. Styled by K reserves the right to refuse any location it deems unsafe.

c) Freestanding structures (arches etc) are not to be moved from there erected position. Styled by K reserves the right to charge for damage or warping to these structures.

18. MISCELLANEOUS

Styled by K Terms & Conditions may change at any time without notice, refer to for current terms.

These terms and conditions are governed by the Laws of New South Wales and the Hirer and the Owner submit to the jurisdiction of the courts of the State.