

TERMS AND CONDITIONS

You have engaged 'My Proposal Co.' ("MPC") to provide you with event planning services to assist you with your special event.

This agreement sets out the general terms and conditions on which MPC has agreed to carry out works and provide services for you ("Terms and Conditions"). You agree that these Terms and Conditions are general terms and conditions to be incorporated into any Runsheet issued by MPC, from time to time.

Your engagement of MPC or affiliated suppliers, is conditional on you accepting our Terms and Conditions. You accept these Terms and Conditions by doing any of the following:

- paying the Initial Requested Deposit Amount;
- giving us instructions after receiving a copy of the Terms and Conditions;
- providing verbal or email acceptance after receiving a copy of the Terms and Conditions.

If you have paid the Initial Requested Deposit Amount over the phone, then you have a period of 24 hours to notify us in writing of any concerns that you have in relation to these Terms and Conditions. After this time, these Terms and Conditions will apply, unless otherwise agreed upon by the parties in writing.

By confirming that you wish to use our services, you indicate that you have read and understood these Terms and Conditions and that you accept them and you agree to be bound by the provisions contained herein.

If there is any part that of these Terms and Conditions that you do not fully understand, or if you have a query about the event services or any other product or service, please let us know! We are more than happy to run you through all this legal jargon.

Except as otherwise expressly agreed upon in writing between MPC and the Client, these Terms and Conditions, as amended from time to time, will apply notwithstanding any provisions to the contrary which may appear on any quotation, order form or other document issued by MPC to the Client.

1. PAYMENT

1.1 General

- In consideration for the services provided by MPC, you agree to pay all amounts payable by you to MPC.
- All payments must be made in Australian dollars (AUD).
- A 2.2% credit card merchant fee applies to payments made with an Australian credit card and a 3.3% for international credit card payments and any bank fees. You are liable to pay, and shall pay, the credit card merchant fees. Credit card merchant fees may be waived for the Initial Requested Deposit Amount at the sole discretion of MPC.

1.2 Deposit

- MPC does not offer set packages.
- You understand and agree that:
 - all of MPC's packages, and the services provided by MPC, are customised and determined to suit your requirements and brief as reasonably practicable; and
 - MPC will commence planning and/or providing you with ideas for the Event once you have paid the Initial Requested Deposit Amount (which is non refundable).

1.3 Custom Package Invoice

- Once you have paid the Initial Requested Deposit Amount, MPC will commence preparing a custom package for the Event.
- MPC shall endeavor to provide you with a Custom Package Invoice as soon as reasonably practicable.
- You will have the opportunity to provide us with your feedback in respect of the Custom Package Invoice provided to you. Please let us know if you have any concerns with the Custom Package Invoice and we will do our best to accommodate your requests, provided that such requests are reasonable and practicable.
- A maximum of two package options can be provided, additional package options will incur additional costs.

- e) Once both MPC and you have agreed on the terms of the Custom Package Invoice (whether verbally or in writing), you must pay the total amount owing under Custom Package Invoice by the Due Date, without any right of set off or deduction.
- f) Subject to MPC's sole discretion, MPC will not proceed with planning the Event until the amount owing under Custom Package Invoice has been paid in full and received by MPC.

1.4 Late payment

If payment of the Custom Package Invoice is not received by MPC by the Due Date, MPC reserves the right to charge late payment fees.

2. CANCELLATION

2.1 You agree and acknowledge that:

- a) If you cancel the Event for any reason, the Initial Requested Deposit Amount will be forfeited and will belong to MPC;
- b) If you cancel the Event for any reason after MPC has commenced planning the Event and/or paid contractors and suppliers, you shall immediately pay to MPC:
 - i. the total amount paid by MPC to the contractors and suppliers;
 - ii. the Administration Fee as determined by MPC (if applicable).

3. CHANGE OF EVENT DATE

- 3.1** Once you have paid the Initial Requested Deposit Amount, and the terms of the Custom Package Invoice have been agreed on by you and MPC (either verbally or in writing), any change of the Contracted Event Date instigated by you may incur an administration fee of 10% of the Custom Package Invoice plus any fees charged by suppliers and contractors.
- 3.2** MPC reserves the right to make a demand for payment for all amounts owing under clause 3.1. You agree that you will pay to MPC all amounts due and payable under clause 3.1 by the due date stipulated in writing by MPC.

4. COVID-19

- 4.1** In the case where government imposed Covid-19 border closures or lock-down orders occur and render your event unable to proceed on its Contracted Event Date, MPC will:
 - a) offer you a postponement of your Event Date to another available date without any date change fees charged by MPC; and
 - b) negotiate date change fees with MPC event Suppliers.
- 4.2** In cases where a Supplier charges a date change fee, this cost will be passed on to you.
- 4.3** In cases where perishable items such as fresh florals and food have been purchased for your event, you will be liable to pay for these items to be repurchased if they are not able to be reused for your next event.
- 4.4** In cases where you do not wish to postpone and instead opt to completely cancel your event, our standard cancellation policy will apply.

5. HIRE BONDS

- 5.1** For all dry hire Events where MPC and/or its Suppliers are delivering You hire items for DIY settings a Bond is payable.
- 5.2** The Bond amount starts at AU\$1,000 and will be determined by MPC based on:
 - a) what is being hired to You; and
 - b) the cost of replacing those hire items if required.
- 5.3** The Bond will be held by MPC on your nominated credit card which:
 - a) must be provided to MPC prior to delivery of your hire items; and
 - b) must have the required funds for MPC to hold
- 5.4** The Bond will be released back to You by MPC within seven (7) days of your Event if:
 - a) items are returned or picked up within the designated hire period;
 - b) all hire items are returned or pickup up without any missing items; and
 - c) all hire items are returned or pickup in the same condition as was hired out to You.
- 5.5** Once a Bond is returned, please allow an additional three (3) business days for the funds to clear in your account, taking into consideration bank transfer times.

6. POST EVENT INCIDENTALS INVOICES

6.1 You understand and agree that:

- a) post Event Incidental Costs may be incurred if there are unavoidable circumstances on the day of the Event.
- b) MPC will use its best endeavours to inform you of any Post Event Incidental Costs at all times, prior to those costs being incurred.

6.2 You are liable to pay, and shall pay, the Post Event Incidental Costs by the due date set out in the respective invoice issued for the Post Event Incidental Costs.

7. PROVISION OF PLANNING

7.1 Planning

MPC agrees to use its best endeavours to:

- a) plan the Event in accordance with the Custom Package Invoice and these Terms and Conditions, and in accordance with your reasonable instructions as accepted by MPC from time to time; and
- b) to plan this event with reasonable care.

7.2 Additional documents/dietary requirements

To enable MPC to properly plan this event to its high standards, you must, at your own cost and within a reasonable time, provide to MPC all documents/materials/information required by MPC for planning the Event within the time stipulated by MPC. This may include information regarding any dietary requirements, which must be provided to us in writing.

8. OUR AUTHORITY

You agree to adhere to, and comply with, any request or order made by or on our behalf with respect to any matters concerning yours (or your Partner's) safety. You acknowledge and agree that MPC's view is in your best interest and therefore should be considered final. You agree to indemnify and release MPC from all claims that may be made against MPC in connection with yours and your Partner's negligence, acts or omissions.

9. PHOTOGRAPHY, VIDEOGRAPHY

9.1 If photography or videography is included in the service we provide, the photographers and videographers have consented to us and you using, publishing, reproducing, releasing photos and videos for all purposes, in film or electronic (video) form, sound and video recordings, and printed and electronic outlets.

9.2 You authorise MPC to use any photographs or videography containing images of you or your Partner for any purpose related to the business conducted by MPC, from time to time. MPC will not be required to pay you or any third party any additional consideration or seek any additional approval in connection with such uses. In the case where you have requested that you (or your Partner's) privacy be maintained, MPC will keep yours and your Partner's name and face strictly confidential.

9.3 If you do not give MPC permission to use the images and videos from the Event, you must provide written notice to MPC by no later than 48 hours after receiving the photographs or videography.

9.4 Any photo or video editing requests may incur additional charges at the discretion of MPC and the relevant supplier

10. DISPLAY MARKETING

You and your Partner hereby permit MPC to display any images and video from your proposal event in MPC's marketing material, including but not limited to case studies, literature, exhibitions, social media, advertising, competitions, magazines and on websites. The images will not be used for other commercial reasons, except with written permission from you and/or Partner and all requests for privacy will be accepted, as outlined in clause 9.2 above.

11. LIABILITY

11.1 Notwithstanding any other provision in these Terms and Conditions or any other agreement between you and MPC:

- a) You accept full responsibility and liability and hereby indemnify and release MPC from all claims by you or any third party for costs, monies, loss or damage or otherwise arising out of or in connection with the Event.
- b) MPC accepts no responsibility in respect of any damage whatsoever, to any of yours or your Partner's property.
- c) You hereby indemnify and release MPC against all actions, claims, costs, expenses and demands in respect of any death, injury loss or damage suffered by you and/or your Partner, arising out of or in connection with the Event.
- d) In the performance of its services, MPC gives no warranty and makes no representation as to the suitability or adequacy of any supplier services or products. You agree that if the supplier services or products are not supplied in accordance with your expectations that your remedy lies with the supplier and not with MPC.
- e) MPC is not liable for any members of the public or council workers who may interfere with your experience onsite.

12. FORCE MAJEURE EVENT

- 12.1 MPC accepts no responsibility for matters outside its control causing the Event to be cancelled or altered.
- 12.2 MPC accepts no liability for any loss or damage incurred by you as a consequence of MPC or any supplier being unable to perform its obligations to you due to unusual and/or unforeseeable circumstances.
- 12.3 MPC may change the Event without any reduction in price in the instance of a Force Majeure Event rendering the original event impractical or dangerous.
- 12.4 MPC, at its sole discretion, may change the activity, date, location or product supplied if necessary. MPC will use reasonable endeavours to supply a similar activity or product.
- 12.5 You acknowledge that, should MPC change the Event in accordance with this clause, additional costs may be charged by contractors and suppliers. You accept liability for any additional costs and shall pay those costs within seven (7) days of MPC issuing an invoice to you for those additional costs.
- 12.6 You also acknowledge that additional venue hire fees may apply if the Event is required to be moved to an indoor venue. You accept liability for any additional venue hire fees and shall pay those costs to MPC within the notified due date for payment.

13. GENERAL PROVISIONS

- 13.1 MPC accepts no responsibility and will not refund any payments made towards the Event if a Partner declines a proposal.
- 13.2 At the sole discretion of MPC, a client's family and friends are permitted to be present onsite, however they are not permitted to instruct the MPC team with regards to styling, placement or any coordination detail while onsite.
- 13.3 of MPC In cases where you have hired your own suppliers, MPC will assist with coordinating them however MPC will not be liable for any services provided by that supplier. You hereby indemnify and release MPC from any claim, loss, damage or otherwise that may arise in relation to the services, acts or omissions of the supplier engaged by you.
- 13.4 If any term of this agreement is deemed to be void or unenforceable whether in whole or in part, the validity and enforceability of the remainder of this agreement including any part of such term which is not held to be invalid shall not be prejudiced or affected and shall continue to apply subject to such amendment.
- 13.5 This Agreement will be governed by the laws of NSW and the Commonwealth of Australia. You and MPC submit to the exclusive jurisdiction of the courts of NSW.
- 13.6 Any additions or alterations of the Terms and Conditions of this agreement shall be void unless agreed upon in writing by MPC.
- 13.7 By accepting the terms and conditions of 'My Proposal co.', you accept the booking and terms and conditions of all suppliers and subcontractors that we engage. You agree to be bound by all terms relating to security/damage deposits, in relation to, but not limited to, yacht charter, equipment hire and accommodation.

Definitions

"Administration Fee" means the amount payable by you, determined and calculated by MPC (at its sole discretion) acting reasonably.

"Bond" means a sum of money paid by the Client and held by MPC to provide financial protection against missing or damaged hire items that may need to be replaced.

"Contracted Event Date" means the date of the Event as agreed between you and MPC.

"Custom Package Invoice" means the invoice prepared by MPC for the Event, which contains details of you're the Event and inclusions together with the amount due and payable to MPC.

"Due Date" means the due date set out in the respective Custom Package Invoice provided by MPC to you.

"Event" means the event in which you have engaged MPC to organise for you, included but not limited to a marriage proposal, anniversary plans, birthday plans, romantic plans.

"Force Majeure Event" means any contingency beyond our reasonable control, including an act of God, inclement weather, fire, flood, terrorism or threat thereof, war or threat thereof, civil disturbances, accidents, sabotage, strike, governmental law, ordinance, rule, regulation, court order and failure of a third party to deliver without negligence on our part.

"Initial Requested Deposit Amount" means the amount determined by MPC, at its sole discretion, and payable by you to allow MPC to commence planning the Event.

“MPC”, “we”, “us” “agent” and “our” means ‘My Proposal Co.’, its agents, contractors, suppliers, employees and includes any business or other person to whom we may transfer or assign our rights under these Terms and Conditions.

“Partner” means the person who will be your special someone at the Event.

“Post Event Incidental Costs” means all costs incurred by MPC in connection with the Event which have not been included in the Custom Package Invoice.

“Runsheets” means the document issued by MPC prior to the Event which outlines the final agreed upon event details and logistics.

“Supplier” means any other business contracted by MPC to provide a product or service for your Event.

“You” and “your” means the person who engages MPC for the provision of event planning services and the person who is bound by these Terms and Conditions.

- Thank you for reviewing our terms and conditions. We look forward to working with you -
