

THE BEAR NATIVE TERMS AND CONDITIONS

JANUARY 2022

1. Quotes

1. Quotes are valid for 30 days.
2. We cannot hold dates or provide tentative bookings. To confirm the client's quote and secure the client's date, we require an initial non-refundable 25% payment and approval of these terms & conditions.
3. It is the client's responsibility to review all event details, including the date, wedding venue, and quantities of items to be delivered.

2. Booking Confirmation

1. A booking is confirmed upon electronic signature of these terms + conditions as well as receipt of an initial non-refundable 25% payment.
2. This initial payment is non-refundable. It is compensation for our work done to date and is required to secure our services for the client's event date because it precludes us from booking another event on the client's event date.
3. This payment will be deducted from the total owing.
4. Signing this agreement confirms the client has proofread and approved all the details of their event.
5. Changes to the quote can be made under the conditions outlined in the "Changes to Quote" section.

3. Payment Terms

1. The balance owing on the client's order is due 30 days prior to their wedding date.
2. We cannot deliver any items or event designs without final confirmation of payment receipt.
3. Payments can be made by direct deposit.

4. Changes to Quote

1. Upon accepting this quote, the client agrees to the items and to the total value listed.
2. Should the client wish to make changes to the items in this quote, including venue changes, we require a minimum of 30 days' notice before their event date. However, please note, the final quote amount cannot be reduced by more than 10% from the original agreed upon estimate.
3. In the event of a venue change, we reserve the right to update the total value amount of the contract to accommodate the change of venue.
4. We will do our best to accommodate all venue changes, including those within 30 days' notice, however we cannot guarantee our availability.
5. If we can accommodate your venue change, all changes in circumstances will need to be considered. (E.g., Operational cost increases and/or venue specific requirements).

6. In the extremely unlikely event that we cannot accommodate your venue change, you will be subject to our Event Cancellations terms and conditions.

5. Event Cancellations

1. We reserve the right to cancel the contract at any time. In this instance, the client is entitled to a full refund (including the initial 25% payment).
2. If the client decides to cancel this agreement equal to or more than 30 days prior to the event, it must be done in writing to info@thebearnative.com.au. The 25% non-refundable payment remains non-refundable, but any payments made by the client above and beyond the 25% deposit will be refunded.
3. If the client decides to cancel this agreement within 30 days of the event, then all payments made are non-refundable and any outstanding payments remain payable in full, regardless of the circumstance, including COVID-19 related instances (see section 6 below for our terms and conditions on event postponements. See section 16 for more details on 'Impacts of COVID-19').

6. Event Postponements

1. The client must advise of any changes to the event date in writing to info@thebearnative.com.au at their earliest opportunity.
2. We will do our best to accommodate new dates, however we cannot guarantee our availability in the event of a date change.
3. If the client decides to postpone their wedding and provides us with equal to or more than 30 days' notice and we are **available** on their new event date, the initial 25% payment made remains non-refundable and will be transferred to the new date. A new contract and quote will be drawn up considering the changed circumstances. (E.g., Wholesale product price changes or operational cost increases).
4. If the client decides to postpone their wedding and provides us with equal to or more than 30 days' notice and we are **unavailable** on their new event date, the initial 25% payment made remains non-refundable, but any payments made by the client above and beyond the 25% deposit will be refunded.
5. If the client decides to postpone their wedding and provides us with less than 30 days' notice and we are **available** on the new event date, a new contract and quote will need to be created, including the requirement for another non-refundable 25% deposit with all changes in circumstances considered. (E.g., Wholesale product price changes or operational cost increases). The first initial 25% payment made by the client will not be transferred to the new contract and will not be refunded as this would have already been committed to our wholesalers and/or growers.
6. If the client decides to postpone their wedding and provides us with less than 30 days' notice and we are **unavailable** on the client's new event date, then all payments made are non-refundable and any outstanding payments remain payable in full, regardless of the circumstance.

7. Price Variations

1. We reserve the right to amend or change the pricing outlined in this quote in the event of cost changes beyond our control (e.g. wholesale flower prices).
2. We will make every effort to honour the original agreed price, however the current volatile nature of shipping (national/international) dramatically affects wholesale flower prices.
3. Any price increases will be formally advised to the client in writing and a recommendation will be provided to the client at least 14 days prior to the event date.

8. Product Substitution & Availability

1. All flowers and foliage's are subject to seasonal quality and availability.
2. Unfortunately, we cannot guarantee availability, exact colours or shades of specific product. When working with Mother Nature, there are no guarantees. Unseasonably warm, wet or cool seasons have a dramatic impact on flower and foliage availability.
3. Regardless of the availability of specific products, we will always adhere to the agreed colour palette and style of floral design we have agreed on.
4. We reserve the right to substitute all products to ensure the highest quality ingredients are used. If needed, a final consultation can be arranged to discuss alternative options.
5. Refunds will not be given for minor changes in flower type or appearance.

9. Delivery

1. Upon delivery (or collection) the client assumes all responsibility and care for their flowers and designs.

10. Photographs & Video Footage

1. We retain the right to photograph all finished work and use photographs of the client's wedding/event 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.
2. Photos taken by us of the client's arrangements remain our property. Our photos are not to be reproduced, copied or edited in any way by client or any third party without our prior permission.
3. Any photos provided to us by the client's photographer will only be used by us for the promotion and marketing of our business. Photographer's credits will only be displayed if requested.
4. 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.

11. Installations & Large-Scale Designs

1. It's the client's responsibility to advise the venue / events manager regarding the scope of designs.
2. The responsibility remains with the client to seek the required permissions from the venue to construct any hanging, suspended or other uncommon floral installations.
3. 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.

12. Supplying Your Own Vases & Structures

1. We ask that the client checks that all vases and vessels are watertight before they drop them off to us.
2. If the client is using their own archway or ceremony structure, it's their responsibility to ensure it is securely anchored into the ground in anticipation of all weather conditions (wind, rain etc.). Please check with the venue manager as to how and when this can be set-up.
3. We won't provide refunds for any work that cannot be completed by us on the event day due to faulty or unsafe materials provided by the client.
4. We cannot be held responsible for any damage done to items hired by the client.

13. Hire Items

1. All hire items remain our property and are provided on a hire only basis, unless purchased by the customer.
2. All hire items must be returned to us within 48 hours of the wedding, unless agreed otherwise.
3. We ask the client to please advise their guests that all hire items (e.g. Vases & Votives) must not be removed from the venue, otherwise the client will be charged the full cost of replacement for each item not returned to us.
4. The clean, unbroken return of all hired stock is the responsibility of the client.
5. Lost, broken or damaged stock on hire from us must be paid for in full, by the client.
6. We reserve the right to charge an additional holding fee for hire items. We also reserve the right to charge the client full replacement costs for items damaged, lost, or broken.

14. Privacy

1. We respect our clients' privacy. Their names, wedding date, contact details, order information & pricing will be treated with complete privacy, and we will not speak with any media representatives or release any of this information unless the client give us consent to do so. We request the client do the same and do not disclose order and pricing details to anyone without our express written consent.

15. Extreme Weather Conditions

1. In the instance of extreme weather, we will always put safety first and will follow government advice. These include, but are not limited to, strong winds, heavy rain, high temperatures, low temperatures, floods or bushfires.
2. We cannot be held liable for the impact extreme weather conditions have on our ability to safely do our job.
3. Extreme temperatures and high winds have a dramatic impact on flowers. While we will do our best to go above and beyond, we cannot be held responsible for damaged florals because of adverse weather.

16. Impacts of COVID-19

1. We take public health very seriously and adhere to all health and safety requirements outlined by the NSW Government.
2. Where we cannot safely perform our duties as a direct result of COVID-19, we will advise the client in writing at the earliest opportunity.
3. Should we be unable to carry out our duties on the day of the clients wedding due to COVID-19, we will make every effort to ensure the client's arrangements are designed and implemented by a third party of our choosing whilst maintaining constant contact with the client where required. This is a worst-case scenario.
4. Should someone from the client's event test positive to COVID-19, it's the client's responsibility to advise us in writing as soon as possible.
5. All COVID-19 circumstances will be subject to the relevant clauses in Sections 5 and 6 of our terms and conditions (5. Event Cancellations and 6. Event Postponements).

17. Force Majeure

1. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
2. In the instance the force majeure event results in the cancellation or relocation of the wedding within 30 days of the planned date, and the wedding date is unable to be rescheduled or relocated by mutual agreement as per this Agreement, the client agrees that they will be liable for:
 - The initial 25% payment; and
 - An amount equivalent to the cost of any flowers or materials purchased by us to meet our obligations under this Agreement.