**MOON AND TIDE COLLECTIVE**

**TERMS AND CONDITIONS**

**Thank you for choosing** Moon and Tide Collective **(ABN 92 993 914 675) (hereafter 'our', 'we', 'us') for your special day ('the Event').**

This is an Agreement under which you (hereafter **'the Client', 'you' or 'your'**) agree to purchase the Goods and Services for the price set out in the Quote ('**the Price'**), and as supplied by us on the day of your Event (**'the Booking Date'**) in accordance with the terms set out below ('**the Terms**').

Please read these terms carefully before booking with us or using our Goods and Services. The Terms, which incorporate the quote provided to you ('**Quote**') are important because they set out the rights and obligations of you as the Client, details of your Event, the payment terms and the use of our Goods and Services ('**Your Booking**').

Your Booking is confirmed once we have received an executed copy of these Terms. However, where you fail to provide an executed copy of the Terms but proceed to use our Goods and Services or pay the required amounts outlined below, you confirm your agreement to be bound by these Terms. This Agreement expressly supersedes all prior agreements or arrangements with you.

**1. Scope of Services**

1.1 We will provide the Goods and Services to you at your Event as described in the Quote.

1.2 Wherever possible, we will ensure that the choices of flower provided are exactly to your specification. However, if a specific flower or/and colour is not available from our suppliers when required or the quality is not acceptable to us, we reserve the right to make an appropriate substitution.

**2. Tentative Booking**

2.1 You may tentatively book our Goods and Services for a specific date and this will be held for a period of seven (7) days from the date that you send a written request reserving those Goods and Services for the Booking Date.

2.2 If you do not:

i. accept these Terms;

ii. pay the required Booking Fee outlined in Clause 3; and

iii. any amounts required in accordance with Clause 4,

then your tentative booking will automatically lapse and will be available for another interested party to book.

**3. Booking Fee**

3.1 You must pay a non-refundable booking fee (**'the Booking Fee'**). The Booking Fee required is 30% of the Price.

3.2 You acknowledge and accept that the Booking Fee is not refundable. The purpose of the Booking Fee is to not only secure our Goods and Services, but to pay for the Goods and Services in making your Booking. The Booking Fee has been set as liquidated damages as a genuine estimate of loss suffered if you cancel your Booking, regardless of whether we are able to re-book any event in your place.

3.3 Subject to the terms and conditions contained within these Terms, your Booking Fee may be transferred to another date if agreed in writing between the parties.

3.4 We will begin to fulfill the required contractual obligations upon receiving the Booking Fee and will finish on the Booking Date or when our last obligation has been fulfilled.

## 4. Payments

4.1 *General Payment Terms*

4.1.1 Each person who has executed these Terms will be jointly and severally liable for all payments owing to us.

4.1.2 You are required to pay for the Price as follows:

a. The Booking Fee as outlined in clause 3; and

b. Within thirty (30) days of the Booking Date, pay 70% of the Price and all other outstanding amounts.

4.1.3 Where further Goods and Services are provided, or you wish to change the scope and nature of the Goods and Services after the Final Payment is due, a further invoice will be issued. That invoice must be paid within seven (7) days from the date of invoice.

4.1.4 For all payments we will provide you with an invoice for the Goods and Services in advance. Any payments made to us must be made via direct deposit or credit card. Credit card payments may incur a surcharge. We do not accept American Express or Diners.

4.1.5 We reserve the right to increase the price of the Goods and Services where there are any last minute changes to your requirements, scope of services, additional hours or increase in labour. The additional charges are payable within 30 days of invoice.

4.1.6 If, and to the extent, any supply of the Goods under the Agreement is a taxable supply within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), the price for the Goods and Services will be increased to include GST payable by the Supplier in respect of the supply. All rebates, discounts or other reductions in price will be calculated on the GST exclusive price.

4.1.7 We reserve the right to charge a late fee of $25 where an invoice is seven (7) days overdue. We then reserve the right to refuse completion or delivery of work until past the balance of any invoice is paid. This is unless other arrangements are agreed by us, at our sole discretion.

4.1.8 We reserve the right to engage debt collection services for any invoices not paid in full by the due date and the costs associated with engaging that debt collection service will be passed on to you.

4.1.9 We reserve the right to charge a surcharge of 15% for delivery of large furniture and the like, and where delivery or pick-up occurs on a Public Holiday or during a weekend where a Public Holiday falls.

4.1.10 Our transportation, meals and accommodation costs for meetings, before and the coordination on the Booking Date will be borne by you in accordance with the quote provided.

4.2 *Custom Orders*

4.2.1 Where you make a Booking with us and require custom design, build or print of an item, structure, or any other material, you are required to pay the full amount for that custom design prior to any order for such Goods is made.

4.2.2 You acknowledge and accept that all monies paid for custom orders are non-refundable.

## 5 Cancellation or Postponement of Booking

5.1 You may cancel this Agreement at any time, by notifying us in writing. By doing so, you forfeit the non-refundable Booking Fee and any monies paid to date.

5.2 If you cancel your Event:

5.2.1 More than thirty (30) days from the Booking Date, you forfeit the Booking Fee only;

5.2.2 Within thirty (30) days of the Booking Date, you forfeit the full amount of the Price.

5.3 Cancellation does not affect your obligation to pay for any Goods or Services already provided.

5.4 In the event that you wish to postpone your Booking, this will be treated as a cancellation in accordance with Clause 5.1. Should you wish to book a further date, you will be required, unless otherwise agreed with us, to pay a new Booking Fee for a date that is mutually acceptable to both us and you. Unless otherwise agreed with us, all monies paid prior to cancellation are not transferable to a new Event Date or Booking Fee

5.5 We may terminate the agreement between the parties where you are in breach of the Terms, including but not limited to the non-payment of invoices. Where we terminate the agreement for breach, you will be responsible for all fees and disbursements incurred or accrued prior to termination.

5.6 We may withdraw our Services in some circumstances. Such circumstances include discovery of new information, changes to agreed circumstances, or other factors which tend to circumvent its policies. Non-cooperation; changes in locations, facilities, or available times; missed appointments and late payments are examples of contributing factors.

**6 Introductions and Referrals to Third Parties**

6.1 As part of our Goods and Services, we arrange and coordinate the goods and services of third parties. However, in the unlikely event that we do not engage with those third parties directly, but rather, make introductions and referrals to vendors, you are under no obligation to work with any vendors to whom we introduce. If you do use these vendors, you make the decision to use that vendor independently of our recommendation.

6.2 If you do engage a recommended vendor, you will be required to enter into terms and conditions with the vendor and it is your responsibility to fully understand the rights and obligations of that contractual arrangement. We cannot and will not give you advice on these contractual arrangements and you must take the opportunity to obtain independent advice, whether legal or otherwise, in relation to these contractual arrangements.

6.3 It is important that you understand that we are not responsible for the payment of invoices for any of these vendors.

6.4 We will not be liable for any claim, demand, loss, costs, or expense made by any person arising from your relationship with a vendor introduced by us. You agree to indemnify and hold us harmless for any loss and damage arising from such relationship, or for any non-performance, error or change made by you or the vendor.

6.5 You acknowledge that if you need to change the date or any other aspect of your Booking, you may risk any monies paid to the vendor and those payments are your responsibility as the contracted party.

**7 Cooperation**

7.1 The parties agree to positive cooperation and communication for the best possible result within the definition of this assignment. We are not responsible for key individuals' failure to be present or to cooperate during any meetings with us, or the Booking itself.

7.2 You must ensure that entrance and exit of the location designated is not hindered by a steep entrance or exit. We may refuse to provide Services if it places us at risk of damage, either by entering, remaining or exiting the location.

7.3 You warrant that you will arrange for entry and exit suitable to our needs prior to the day.

7.4 You agree that you will provide the necessary electrical requirements as discussed prior to the Booking Date. You acknowledge that we cannot be held liable for electrical or mechanical malfunctions on location that are beyond our control.

7.5 We will not be liable for any costs or fines relating to our parking and you indemnify us for any costs, loss or damage suffered as a result of you requiring us to park in a certain location.

## 8 Meal

If we, or any assistants, employees or contractors are required to stay at the event for longer than four (4) hours, you agree to provide a meal for us.

## 9 Your Obligations

9.1 You understand that we require fair, realistic notice to attend to requests and projects. Poor planning or miscommunication on your part will not be treated by us as an emergency. You understand that we may require detailed clarification of events/projects to meet your expectations and provide the best support and highest quality work.

9.2 You will provide all content, outlines, photos, and other pertinent information necessary for any special projects. Source material must be clear and legible. You are responsible for providing all pertinent information, and accurate, truthful and complete information, necessary for us to perform or complete the Goods and Services for the Booking Date.

9.3 You are obliged to provide us the following documentation one (1) month before the Booking Date, including but not limited to, flower delivery addresses, guest lists, dietaries, seating charts, runsheets, floor plans, table design plans and supplier information, and e-mail addresses of relevant guests.

9.4 You understand that last minute changes (ie changes within one (1) month of the Event) can impact the quality of the Event and as a result, we will not be responsible for these compromises in quality.

9.5 You agree to the following deadlines during the planning and styling process. All Booking Date concept decisions are to be finalised and vendors chosen at the earliest convenience. Where you make late changes to your concept design, you must make these at any time prior to one (1) month before the Booking Date.

## 10 Intellectual Property

10.1 Any work performed by us, including styling ideas, designs, concepts, photographs, or documents (including concept boards) are protected under all relevant Copyright Laws (with all rights reserved) and may not be reproduced, duplicated or altered in any manner without our explicit written permission.

10.2 Unless otherwise agreed, no intellectual property (being all rights (whether present or future) conferred by any licence, statute, common law or equity in, and in relation to, copyright, patents, trade or service marks, branding, designs, plans, conceptual briefs, know how, inventions, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields) arising from our Goods and Services will vest with/in you.

10.3 You acknowledge that we may take images and/or video of you using our Goods and Services on or before the Booking Date. You hereby irrevocably waive all copyright rights (including moral rights) in any such images and agree to provide us a royalty free nonexclusive licence to use any such images and/or video for our marketing purposes.

10.4 By accepting these terms, you confirm that you have given permission, and sought the permission from your guests and vendors, for us to take images and videos. Any photographs, videos or sound recordings taken by you of our work must be for personal use only and must be taken legally. Any use, reuse or production for commercial purposes without our express written consent is strictly prohibited**.**

## 11 Insurance

11.1 We recommend that you take out all prudent insurance for any event planned or styled by us. It is also your responsibility to ensure all other vendors and contractors (that will be in the same location as us) have the necessary insurance should any loss, damage or expense be suffered by us.

11.2 You agree and acknowledge to provide copies of any insurance upon request by us.

**12 Supplier Items**

12.1 All items that have been hired by you from other vendors, which have been sourced as part of the event styling or coordination package, must be packed up by you in accordance with the relevant supplier's terms and conditions, unless otherwise discussed with us and confirmed in writing.

12.2 Unless it has been agreed for us to pack down items on the Booking Date, we will not be liable for additional fees incurred from other vendors if the items are not packed up or ready for collection. We will not be liable, in any instance, for damage to other vendor items. We are also not responsible for finding missing or lost items. We will not be responsible for circumstances where you are charged additional fees by the vendors due to damage or loss of items.

**13 Hired Items**

13.1 As part of the Goods and Services provided to you, you may hire items or particular equipment for your Booking Date ("**Hire Items**"). You agree to rent the Hire Items in accordance with these Terms.

13.2 You acknowledge that we retain title to the Hire Items and that you have rights to use the Hire Items as a mere bailee only. You agree not to agree, offer or purport to sell, assign, sub-let, lend, pledge, mortgage let or hire or otherwise part with or attempt to part with personal possession or otherwise not to deal with the Hire Items and not to conceal or alter the Hire Items or make any addition or alteration to, or repair of, the Hire Items.

13.3 All cancellations of the Hire Items must be submitted in writing. Cancellations of the Hire Items are treated in the same manner as any other cancellations, and we will retain the non-refundable Booking Fee.

13.4 You must inspect the Hire Items for any damage at the time of collection or delivery, and raise the issue with us with four (4) hours upon collection or delivery of the Hire Items.

13.5 It is your responsibility to assess the suitability of the Hire Items before confirming that you wish to hire them. We will not be responsible for failure to check whether the Hire Items suit any particular use or need on your Booking Date.

13.6 Without limiting any other provision, where you have paid for us to set up the Hire Items on your Booking Date, we are not responsible for or liable to you or any person for any loss, damage, claim, cost or expense resulting from or changes made to the setup or placement of the Hire Items once we have completed such set up or placement.

13.7 In the event that the Hire Items or any part of them are lost, stolen, damaged or returned unclean during the period of hire in circumstances where you bear responsibility under these Terms, you will be liable to us and will indemnify us for the cost and expenses of the replacement of such lost or stolen Hire Items and/or for the replacement of the Hire Items which, in our sole determination, is damaged beyond repair and/or for the costs and expenses of repairing or re-instating damaged Hire Items and/or the cost of extra cleaning beyond standard wear and/or labour required to return the items to hire-ready condition.

13.8 Where you collect the Hire Items from us, you must return the Hire Items by XXX. Should you fail to do so, you may incur an additional Fee. Any items not returned, or returned in an altered or damaged manner (regardless of how it may have been damaged or by whom), you will be required to pay the full retail price of such equipment.

13.9 Standard delivery fees are not included in your Price and are an additional fee. The ability to deliver your items is dependent on the location and venue. You will, at your own expense, keep the Hire Items in good repair, appearance and condition, normal and reasonable wear and tear excepted. If the Hire Items are not in good repair, appearance and condition when it is returned to us, you must immediately reimburse us for the actual expense of those repairs or replacement of the Hire Items.

13.10 You may be required to pay a "bond" before taking possession of the equipment. If the Hire Items are returned in the condition it was provided to you, you will be refunded the bond upon return of the Hire Items. Where items are damaged or lost, and the bond is not sufficient to cover the loss or damage to the

item, you will be liable for any costs above and beyond the bond amount to repair or replace the item. It is at our sole discretion as to whether to repair or replace. the item for the current market value.

13.11 Unless you obtain the prior written consent from us, you will not alter, modify or attach anything to the equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the equipment.

13.12 To the extent permitted by law, you will be responsible for risk of loss, theft, damage or destruction to the equipment from any and every cause.

13.13 You are liable for, and indemnify us against any loss or damage suffered as result of the actions of a third party (including but not limited to the venue, venue staff or guests). An invoice will be provided to you and it is then your responsibility to recover any of these additional damage/loss costs incurred from the third party.

13.14 We reserve the right to engage debt collection services for any invoices not paid in full by the due date for any lost/missing or damaged Hire Items and the costs associated with engaging that debt collection service will be passed on to you.

13.15 You acknowledge that you will be hiring items that will be used by other clients prior to your Booking Date. Where a Hire Item(s) has been hired prior to your Booking, and the item is damaged or lost, and cannot be repaired to a standard satisfactory level to you before your Booking Date, we cannot be held liable or responsible for its inability to provide that item. In these circumstances, we will notify you as soon as possible and try to offer an alternative, if possible. In the absence of alternative item(s) being offered, we will offer you a refund based on the value of that damaged/lost item(s).

13.16 We must be allowed suitable time to rectify any issues with a Hire Item before the issuing of refund is considered.

13.17 Hired items must be collected and returned by you at the agreed time. If you are more than fifteen minutes late to collect or return said items, you will be required to organise a different time to collect or return the same. You are unable to return Hired Items on Sunday's or Public Holidays.

13.18 We reserve the right to refuse the release of Hire Items where we believe our Hire Items may be damaged in transit or you do not have means for safe transportation.

**14 Floral Items**

14.1 We provide an invoice that outlines the type of flowers that will be used for your Event. Whilst we understand that the names of flowers can be varied and different, it is your responsibility to research and confirm that the style of flowers outlined for the Event are in line with those requested by you.

14.2 Where we have assisted you by providing photographs in the invoice or used photographs in discussions with you, we will not be held responsible/liable if the flowers on the day are different to the guide photographs used, due to the likely editing of photographs from the internet or various other sources.

14.3 We cannot guarantee the replication of photographs of arrangements provided to us by you, and do not guarantee that the arrangements and flower requested can be provided due to factors including, but not limited to, seasonal changes, availability, suitable quality of items and restrictions in transportation such as international importation.

a. In such circumstances, we endeavour where possible to provide similar styled, coloured and shaped arrangements to those requested.

b. Where we are unable to provide arrangements of a similar style, colour or shape, we will communicate with you should there be significant changes required, which deviate from the outlined arrangements.

c. We reserve the right to substitute a requested flower in circumstances including, but not limited to, those outlined in this Agreement.

14.4 Sample arrangements are available upon your request, and are subject to an increased rate of a normal arrangement due to the small quantity of florals and accessories requested to complete the arrangement.

14.5 We do not guarantee that the arrangements provided on the date of the event will be identical to the sample arrangement and are subject to the same conditions outlined in Clauses 14.3(a)-(c).

14.6 All sizing and measurements provided by us to you are to be viewed as a guide only. We do not warrant that the outlined measurements can be adhered to, particularly but not exclusively, due to varying shapes and sizes of flowers throughout their season.

14.7 Flowers attract premium prices at certain times of the year, and therefore are subject to a price increase during, but not exclusively, these peak periods;

14.7.1 Two (2) weeks before, after and including 14 February;
14.7.2 Two (2) weeks before, after and including the Australian date for Mother's Day;
14.7.3 Two (2) weeks before, after and including Christmas;
14.7.4 Two (2) weeks before, after and including New Years Eve.

14.8 We will aim to work with you to decide a delivery time on the Booking Date that will ensure that floral arrangements are dropped at the venue with an authorized person to collect the delivery. Such delivery arrangements will depend and will change depending on the Venue.

14.9 We may deliver to a private residence, but such delivery is at our discretion.

14.10 In the event that the Client requests for floral arrangements to be delivered a day prior to the event, we will not be held responsible for, including but not limited to;

14.10.1 the care of the arrangements;
14.10.2 the visual design;
14.10.3 maintenance;
14.10.4 watering; and
14.10.5 the like after delivery

14.11 Should floral arrangement or attached accessories become damaged in any way, shape or form from the delivery of the arrangement, we do not guarantee that they will be able to assist in rectifying the arrangement.

**15 Installation**

15.1 You warrant that you have obtained approval (by way of licenses, permits or otherwise) in order to hold your Event at its location and with the Hire Items, florals and materials arranged. We will not be a liable for any loss, damage or delay as a result of failing to obtain such approvals. It is the responsibility of the client to determine what approvals will be required.

15.2 We will not be responsible for any late delivery, delays or installation issues. The Client must arrange for this to be done correctly.

15.3 Where it has been agreed that we will break down the installations, a standard breakdown fee is included the Price but may be increased if the venue requires breakdowns after midnight on the night of your Event due to bookings at the venue early the next day.

15.4 If we have been contracted to breakdown materials, equipment and structures, all flowers, containers, rentals, and sundry items provided by us, these will be removed and dealt with by our team unless other arrangements have been made. We will not be responsible for the breakdown and removal of any furniture, props, vessels, containers, candles, etc. that have not been provided by us.

15.5 All packaging equipment such as tubs, storage containers and the like must not be thrown away at any stage and all items hired by you must be repacked in the same way as they were received. We reserve the right to invoice you after the event for any replacement costs of damaged and/or misplaced packaging equipment.

15.6 If you have an Event or Hire Items booked and the weather is predicting rain on your Booking Date, you may require an alternative arrangement made as to location of equipment or materials. We reserve the right to refuse to deliver items where they are may be exposed to inclement weather conditions.

**16 Safety**

16.1 You agree, while working with us, both prior to your Booking Date and during, you are not to undertake any illegal or dangerous activities that threaten our safety and well-being.

16.2 Unless legislation provides otherwise, it is your responsibility to ensure you, and other vendors, are following health government regulations (including those relating to COVID-19 and those restrictions relating to gatherings and social distancing).

16.3 If these regulations are not strictly adhered to and we feel our safety is at risk, we reserve the right to exit the location and cease our duties. In doing so, you will forfeit any fees paid.

16.4 We are not responsible for the failure of the participants and guests to follow any government health regulations (including those with regards to COVID-19, restrictions on gatherings and social distancing).

16.5 To the fullest extent permitted by law, we will not be liable to you or any person for any claim resulting from issues relating to COVID-19 and the following of mandatory rules and regulations relating to the same.

**17 General Terms for Provision of Goods and Services**

17.1 We warrant to you that the Goods and Services will be provided using reasonable care and skill, however, subject to any condition, warranty or right implied or imposed by the Competition and Consumer Act 2010 (Cth) (CCA) or any other law which cannot by law be excluded by agreement, or any express provision in these Terms, we give no warranties regarding any Goods or Services supplied and all other implied or imposed conditions, warranties and rights are excluded. Where any condition, warranty or right is implied or imposed by law and cannot be excluded, we limit our liability for breach of that implied or imposed condition, warranty or right to the fullest extent permitted by law.

17.2 Subject to the qualifications in section 64A of Schedule 2 of the CCA or any other law, our liability for any breach of any implied or imposed condition, warranty or right in connection with the supply of Goods is limited to one or more of the following (at the election of us) - (i) replacement of the Goods or supply of goods equivalent to the Goods; (ii) repair of the Goods; (iii) payment of the cost of replacing the Goods or acquiring goods equivalent to the Goods; (iv) payment of the cost of having the Goods repaired.

17.3 You acknowledge, covenant and warrant that:

17.3.1 The terms of the order are complete and accurate;

17.3.2 You will cooperate with us in all matters relating to the Goods and Services; and

17.3.3 You will provide us with such information and materials we may reasonably require in order to supply the Goods and Services, and ensure that such information is complete and accurate in all material respects.

**18 Subcontracting of Services**

In the unlikely event of severe medical, natural, or other emergencies, occur before the start of the Event, it may be necessary to retain alternative personnel. We will make every effort to secure replacement or additional personnel able and/or willing to provide similar Goods and Services.

**19 Warranty, Liability, and Indemnity**

19.1 To the fullest extent permitted by law you agree that we will not be liable to you or any person for any loss, damage or claim resulting from or arising out of your use (or inability to use) the Goods or Services, or the attendance of us at the Event. You engage us entirely at your own risk, and we assume no duty of care to you with respect to the Event or level of Goods or Services you require. This includes any direct, indirect or consequential loss, even if such loss was not contemplated at the time of making the Booking or accepting these Terms. The aggregate liability to you for any other losses resulting from the use of our Goods and Services and your Event is limited to the aggregate amount paid for the Goods and Services.

19.2 We agree that while we will be providing the Goods or performing the Services to the best of our ability, we accept no responsibility for unforeseen circumstances (but for Force Majeure Events outlined in Clause 13) that may prevent us from providing the Goods or performing the Services, including but not limited to, equipment failure, power outages, illnesses or inability to provide the Goods or attend and perform the Services

19.3 To the fullest extent permitted by law, you agree to indemnify and hold harmless us, and any officers, directors, employees from and against all claims, including reasonable legal costs, resulting from any breach of this Agreement or any activity related to your use of the Goods and Services, (including, without limitation, infringement of any third party's copyright, trade mark, patent or other intellectual property rights anywhere in the world or any negligent or wrongful conduct) by you and any liability for any claim, whether direct, indirect, incidental, special and/or consequential loss even if such loss was not contemplated at the time of making the Booking or accepting these Terms.

**20 Force Majeure**

20.1 We will not be liable or responsible for any failure to perform, or the delay in performance of, any of its obligations under the Terms that is caused by any act or event beyond our control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by vendors (known as '**force majeure circumstances'**).

20.2 If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Agreement is impossible, we will contact you as soon as reasonably possible to notify you. Our obligations will be suspended and the time for performance of our obligations under the Terms will be extended for the duration of that force majeure circumstance. This clause does not apply in circumstances where an event outside of our control occurs, but the circumstances still make the Booking possible (notwithstanding any inconvenience or hardship).

20.3 If you cancel the booking or vary the booking because the alleged event outside of our control causes mere inconvenience or changes the booking in a manner that does not suit you, any fees and charges that are deemed *non-refundable* remain so and we are only obliged to use our reasonable endeavours to provide an alternative date.

20.4 In genuine force majeure circumstances, we will endeavour to arrange a new Booking Date with you after the event outside of our control is over.

20.5 Parties must use all reasonable endeavours to mutually agree on a new date, but if the parties are unable to agree on an alternative date, the Booking will be considered cancelled, and return of any monies for Goods and Services not yet performed, excluding the Booking Fee, will be returned to you. In force majeure circumstances, where an alternative date can be provided, we will credit any amount paid already for a date that can be mutually agreed. Otherwise all money for Goods and Services not yet performed will be returned.

20.6 If you choose to book again and an event beyond our control is reasonably foreseeable, then the booking is done so at your own risk and we will not be liable for any loss suffered as a result of the failure of your second booking to proceed. We are under no obligation to provide a further date as a result of any cancellation or postponement.

**21 Jurisdiction**

These Terms are governed exclusively by the laws of New South Wales Any legal proceedings relating to them can only be taken in courts with jurisdiction in New South Wales.

**22 Severability and Waiver**

If the whole or any part of a provision of this Agreement is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not. This does not apply if the severance of a provision of these Terms in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under these Terms. Any failure by us to exercise or enforce any one or more of its rights under these Terms will not constitute a waiver of such rights unless such waiver is granted to you in writing.

**23 Execution by Parties**

23.1 Where your Booking is for a wedding, this Agreement must be executed by each partner named. In instances where it is signed by one party, the signing party acknowledges and warrants that they have the authorisation to execute the Agreement on behalf of the other party. In doing so, they also warrant that the other party has read and understood the Terms prior to providing permission to execute.

23.2 Where your Booking is for a general event, this Agreement must be executed by an authorised officer capable of binding the party of these Terms.

23.3 Where you fail to provide an executed copy of the Terms but proceed to use our Goods and Services or pay the required amounts outlined in the Agreement, you are considered to have accepted these Terms.

Signed by,

_____
Authorised officer of Moon and Tide Collective

_____

Person 1
Date

_____

Person 2
Date