

EVENT PLANNER

TERMS AND CONDITIONS

Thank you for choosing **A.S Miller & F Miller t/as White Thistle Events (ABN 45 524 318 724)** (hereafter “**our**”, “**we**”, “**us**”) for your special day. This is an Agreement under which you (hereafter “**the Client**”, “**you**” or “**your**”) agree to use the Services (“**the Terms**”) supplied by us.

Please read these terms carefully before booking with us or using our Services. The Terms below are important because they set out the rights and obligations of you as the Client, when using our Services (“**Your Booking**”).

Your Booking is confirmed once we have received a signed copy of these Terms. However, where you fail to provide an executed copy of the Terms but proceed to use our Services, you confirm your agreement to be bound by these Terms. This agreement expressly supersedes prior agreements or arrangements with you.

1. Scope of Services

- We provide professional planning, coordination and styling services outlined in these Terms and as detailed in the Scope of Work and our Package Document (“**the Services**”) for you, the Client.
- We offer the Services by way of package, which is outlined in our Package Document (“**the Package**”).

2. Tentative Booking

- You may tentatively book a package for your chosen day for a period of seven (7) days from the date that you send a written request reserving our Services on that specific date (“**your Booking Date**”).
- If you do not execute the Terms and pay the required booking fee outlined in Clause 3 of these Terms, then your tentative booking will automatically lapse and will be available for another interested party to book us to provide the Services on your Booking Date.

3. Booking Fee

- You must pay a Booking Fee which is non-refundable. The Booking Fee required to be paid is 25% of the total invoice.
- By paying the Booking Fee, you acknowledge and accept that the Booking Fee is not refundable. The purpose of the Booking Fee is to not only secure our Services, but to pay for Services in making that Booking. The Booking Fee has been set as liquidated damages as a genuine estimate of loss suffered in the event that you cancel the Services, regardless of whether we are able to re-book any event in your place.
- Subject to the terms and conditions contained within these Terms, your Booking Fee may be transferred to another date if agreed between the parties.
- 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

- Each person who has executed these Terms will be jointly and severally liable for all payments owing to us.
- You are required to pay for the Package as follows:
 - a. The Booking Fee as outlined in Clause 3;
 - b. A Progress Payment of 25% of the total cost of the Package (“**the Progress Payment**”), due four (4) months prior to your Booking Date;
 - c. The remainder of the full Package price (“**the Final Payment**”), due two (2) months prior to your Booking Date;

- For all payments we will provide you with an invoice for the Services in advance. Any payments made to us will be made via direct deposit, EFTPOS or through a Third Party Provider nominated by us.
- Where you receive the invoice through the assistance of a Third Party Payment Provider ('TPPP'), you acknowledge that you have read over those TPPP terms and conditions thoroughly. The TPPP or their bank or other financial institution may require you to pay processing fees or other fees and charges. Any such fees and charges are your sole responsibility and are not included in the invoice, or other paid services unless otherwise specified. We accept no responsibility for your use of any TPPP. You agree to keep their information including their email address and payment details up to date so that the TPPP and we can process payment and contact you as needed in connection with the provision of the Services.
- We reserve the right to increase the price of the 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 fourteen (14) days of invoice.
- All prices are quoted in Australian Dollars and are exclusive of GST.
- We reserve the right to refuse completion or delivery of work until past due balances are paid.
- Our transportation, meals and accommodation costs for meetings before and the coordination on the Booking Date will be borne by you as follows:
 - a. Travel costs at \$.80/km for trips outside 150km (calculated starting from Adelaide Central Business District or Clare, South Australia, whichever is closest to the event and coordinators' office(s), or according to transportation tickets).
 - b. Accommodation costs for the entire team, in an appropriate hotel that facilitates quick access to locations, including breakfast and other meals, if the venue is located more than 200km away from Adelaide Central Business District or Clare, South Australia, whichever is closest to the event venue, and/or if the Booking Date itinerary requires our on-site presence earlier than 9:00 am and/or later than 12:00am
- Additional agreements or changes that affect the agreed services or prices need to be explicitly agreed by the parties and documented in written form without delay.

5. Introductions and Referrals to Vendors

- As part of the services, we will make introductions and referrals to vendors. You are under no obligation to work with any vendors to whom we introduce. You acknowledge and understand that we may accept commission from such vendors, however you are expected to still do the required due diligence before choosing to work with that recommended partner.
- We may assist you to create the concept and overall creative design for your special occasion however you make the decision to use that vendor independently of our recommendation.
- Should we communicate with the vendor, we do so on a non-binding basis, rather than as an employee, agent, officer or independent contractor of yours.
- It is expected that 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.
- It is important that you understand that we are not responsible for the payment of invoices for any vendors that you engage with, whether through your introduction from us or otherwise.
- 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.

- 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.

6. Cancellation or Postponement of Booking

- You may cancel this agreement at anytime, by notifying us in writing. The cancellation will be subject to the terms below.
- Where you give early notice, being four (4) months prior to your Booking Date (**'Early Notice'**), any monies paid beyond the Booking Fee to us will be returned to you as soon as reasonably practicable. Upon providing Early Notice, you may also choose to postpone your Booking in accordance with this sub-clause to a date mutually agreed between you and us. If a date is agreed, all monies may be transferred to that new date by way of credit. Where reasonable attempts have been made to find a mutually acceptable future date but parties are unable to agree, we may retain the Non-Refundable Booking Fee in accordance with the terms of this Agreement. All other monies paid will be returned.
- Where Early Notice is not provided, but you are able to cancel with two (2) months notice of Booking Date (being, **"the Cut Off Date"**), your Booking will be treated as cancelled. If you wish to postpone before the Cut Off Date, a further Booking Date may be chosen where such date can be mutually agreed between you and us. If a date is agreed, all monies may be transferred to that new date by way of credit. Where reasonable attempts have been made to find a mutually acceptable future date but parties are unable to agree, we may retain the Non-Refundable Booking Fee as well as any additional monies paid to you prior to the Cut Off Date.
- Where notice is given by you after the Cut Off Date, being within two months of your Booking Date, your Booking is treated as cancelled and no postponement or credit will be provided to you. Any further booking will be treated as a new booking and subject to further terms and a further Booking Fee. The Non Refundable Booking Fee as well as all additional monies paid will be retained by us and is not transferable.
- 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.
- 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.

7. Cooperation

- 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.

8. Your Obligations

- You understand that we require fair, realistic notice in order 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.
- 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 Services for the Booking Date.
- You're obliged to provide us the following documentation fourteen (14) days before the Booking Date, including but not limited to, guest lists, seating charts, name cards, the Booking Date favours, welcome bags, schedules and e-mail addresses of relevant guests.

- You understand that last minute changes can impact the quality of the event and as a result, will not be responsible for these compromises in quality.

9. Intellectual Property

- You acknowledge that we may take images and/or video of you using our 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 of you using our Services for our marketing purposes.
- You may however inform us that you do not wish for us to remove images of you at any point in time in writing. If we have used these images and you wish for them to be removed, we will endeavour to remove them as soon as practically possible.
- 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.

10. Insurance

- 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. Supplier Items

- 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 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.

12. Safety

- 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.
- 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).
- If these regulations are not strictly adhered to and we feel our personal is at risk, we reserve the right to exit the location and cease our duties. In doing so, you will forfeit any fees paid.
- We are not responsible for the failure of the participants and guests to follow any health government regulations (including those in regards to COVID-19, restrictions on gatherings and social distancing).
- 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.

13. Subcontracting of Services

- In the unlikely event of severe medical, natural, or other emergencies, we will make every effort to secure Services in replacement. If suitable replacement Services replacement are not found, responsibility and liability is limited to the return of all payments received by us for the Services.

14. Warranty, Liability and Indemnity

- To the extent that the Australian Consumer Law allows, we provide the Services on an “as is” and “as available” basis and disclaim all representations, warranties and conditions of any kind, whether express, implied, statutory or otherwise with respect to the Services (including all information contained therein), and including any implied warranties of merchantability, fitness for a particular purpose, non-infringement, title or ownership.
- To the fullest extent permitted by law you agree that neither we (nor our employees, officers or contracted personnel) will be liable to you or any person for any loss, damage, claim, cost or expense resulting from or arising out of your use (or inability to use) our Services. 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.
- To the fullest extent permitted by law, you agree to indemnify us, and our officers, directors, employees from and against all claims, including reasonable legal costs, resulting from any breach of the Terms or any activity related to your use of the 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) 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.

15. Force Majeure

- 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**’).
- If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Terms, and has become impossible, we will contact you as soon as reasonably possible to notify you. Our Services 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).
- 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 its reasonable endeavours to provide an alternative
- In genuine force majeure circumstances, we will endeavour to arrange a new Booking Date with you after the event outside of our control is 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 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 Services not yet performed will be returned. The calculation of that amount is at our sole assessment, but will be fair and reasonable.
- 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 We are under no obligation to provide a further date as a result of any cancellation or postponement.

16. Jurisdiction

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

17. 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.

18. Execution by Parties

- 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 authorization 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.

The undersigned
acknowledge that they have
read this agreement and
agree to be bound by the
terms and conditions set
forth above. To indicate your
acceptance, type your
name and click "sign"
below.

Signer's Name	Signed:	Signer's Name	Dated:	October 13, 2026

Countersigner's Name				
On Behalf Of:	Signed:	Countersigner's Name	Dated:	October 13, 2026
White Thistle Events				