

TRULY YOURS TERMS AND CONDITIONS

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V2301V22

Thank you for choosing Truly Yours to play a role in your celebrations. Please read through, and accept our terms and conditions via website link <https://www.trulyyours.co.nz/tcs-truly-yours> in **order to reserve your booking.**

YOUR CONTRACT WITH TRULY YOURS LTD and TRULY YOURS DESIGN STUDIO LTD, trading as TRULY YOURS.

When booking with Truly Yours, this contract is binding, and you agree to all terms within the contract.

All deposits are final and will not be refunded

YOUR RESPONSIBILITY AS THE CLIENT.

The Client shall:

- (a) satisfy itself at commencement that the Goods are suitable for its purposes. Any defect will be noted and signed before the Truly Yours goods are left at premises.
- (b) at all times, keep the goods within their control, not assign the benefit of this Agreement nor be entitled to lien over the Goods, and shall not take the Goods outside of New Zealand.
- (c) not fix any of the Goods in such a manner as to make it legally a fixture forming part of any freehold.
- (d) ensure that all persons assembling or disassembling the Goods are suitably instructed.
- (e) only use the Goods in suitable weather conditions, where there are no heavy winds or weather warnings. Truly Yours reserve the right to cancel an order in extreme weather conditions where it is deemed unsafe.
- (f) be fully responsible for ensuring that the ground on which the Goods will be assembled is level, stable, dry, clear of sharp or damaging objects, will not cause any damage to the Goods, and is not prone to flooding.
- (g) ensure that the Goods are a safe distance from other obstructions such as trees, which may damage the Goods or the waterproofing of the Goods by contact and/or rubbing.
- (h) use the Goods properly, safely, and as intended, including using all ground sheets, guy ropes, poles, zips and any other safety structures.

(i) maintain and return the Goods dry, clean, empty (where applicable), and in the same state as when received by the Client.

In the event the Goods are lost, not returned, damaged, or unclean in any way, then cleaning, repair and/or replacement charges may apply in the amount that Truly Yours reasonably determines. These are to be paid immediately when invoiced.

(j) ensure the Goods remains free from unauthorised access, use or other interference by any third party or otherwise.

(k) ensure that the Goods will only be used by the number of occupants/users disclosed in email correspondence and accepted by Truly Yours. **Furniture is to not be moved from the spot Truly Yours delivered it to. This means strictly no transporting to other locations (e.g. ceremony spot) unless previously arranged for a Truly Yours staff member to complete this at an additional cost.**

(l) not alter or make any additions to the Goods including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Goods or in any other manner interfere with the Goods.

(m) not exceed the recommended or legal load and capacity limits of the Goods.

(n) not use or carry any illegal, prohibited or dangerous substance in or on the Goods.

(o) not use naked flames, gas fires, gas appliances, heaters, candles or other hot things in or around the Goods unless discussed prior. *candles may be used on hire goods with protection from wax, if wax gets on hire goods it must be cleaned off before pick up.

(p) not use cooking or other gas appliances of any kind inside or around the Goods.

(q) not use aerosols and chemicals, including hairspray and insect repellent, inside or near the Goods. These substances will damage the Good's waterproofing.

(r) agree that, if necessary, to clean any Goods or soft materials belonging to Truly Yours only with a soft damp cloth. The Client further agrees to never use soap, detergents, chemicals, abrasives or rough brushes or fabrics to clean the Goods, as these will damage the waterproof coating.

(s) notify Truly Yours immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Client is not absolved from the requirements to safeguard the Goods by giving such notification.

(t) identify and hold harmless Truly Yours in respect of all claims arising out of the Client's use of the Goods.

(u) Truly Yours take no responsibility or liability for any accident, incident or damage of persons or property while marquee and/or furniture is in use by client and outside of the Truly Yours premises. We cover no liability by insurance while marquee or furniture is outside of Truly Yours Ltd premises and not in possession by Truly Yours.

That is the responsibility and liability of the client and all necessary insurances should be taken out by the hiree.

Immediately on request by Truly Yours the Client will pay:

(a) the new list price of any Goods that is for whatever reason destroyed, written off or not returned to Truly Yours.

(b) all costs incurred in cleaning the Goods.

(c) all costs of repairing any damage caused by the ordinary use of the Goods up to an amount equal to ten per cent (10%) of the new list price of the Goods.

(d) the cost of repairing any damage to the Goods caused by the negligence of the Client or the Client's agent.

(e) the cost of repairing any damage to the Goods caused by vandalism, or (in Truly Yours's reasonable opinion) in any way whatsoever other than by the ordinary use of the Goods by the Client.

(f) any lost hire fees Truly Yours would have otherwise been entitled to for the Goods, under this Agreement, or any other hire agreement.

General

Hire age of items from Truly Yours begin from time of departure from the Truly Yours premises and end when the goods are returned to the Truly Yours premises. In this time, the client is responsible for all goods hired. The date upon which the Client advises of termination shall in all cases be treated as a full day's hire.

All of our quotes are valid for 7 working days from being sent out. We can of course go backwards and forwards changing and rearranging items however due to demand we cannot put a hold on items. All quotes we send are subject to availability.

hires are subject to our T&Cs, **once payment is made this automatically confirms you agree to our T&Cs**. We understand that you change your mind so we allow up to a 10% change (add or subtract) of items, this must be done 2 months prior to the date of hire and is subject to availability.

There will be no allowance made whatsoever for time during which the Goods are not in use for any reason, unless prior arrangements have been negotiated and are in writing. In the event of any defect of, or damage to, the Goods (and provided the Client notifies Truly Yours immediately, not at time of return), Charges will not be payable during the time the Goods are not usable, unless the condition is due to negligence or misuse on the part of or attributable to the Client.

All hire goods supplier remains the property of Truly Yours. Hire is valid for 3 days unless otherwise arranged. The hire goods are to be used for 1 day with the remaining hire length of 2 days to allow set up and pack down. Truly Yours reserves the right to set up and pack down at a time that suits their scheduling which may not be the day prior/post as stated above.

Our fees

The scope of the work that Truly Yours ('we' or 'us') are to perform for you is detailed in our quotes. If the work required extends beyond the original tasks, we will carry it out at our hourly rates* unless otherwise agreed with you (including by further or varied fee estimate). **this will be charged at \$60/hour **Additional styling assistants may be required based on the size of your event, design aspects, number of guests and location. Each additional styling assistant will be charged at \$45/hour for a minimum of 4 hours per stylist, per day.*

Quotes are fee estimates only and are subject to change. The actual costs may differ from the estimate depending upon the circumstances and the amount of work actually undertaken as directed by you. If it becomes apparent during the course of the matter that an estimate needs to be revisited, we will amend it. In the absence of agreement to the contrary, we use hourly rates in determining the charges for our work. Your quote includes an estimated delivery and collection fee, this may be altered within 20% of the original delivery cost after the site inspection has been made.

Once a client accepts a quote and deposit is paid this quote is only able to be reduced by up to 10% of the total order value.

A meal must be provided for your planner & any additional staff on site over 8 hours.

All prices quoted are an estimate and if additional hours are required on site after the fact, these will be charged at \$65/hour + gst.

The client will make payments directly pay invoices for the services and bookings of all vendors and service providers unless organised otherwise. We recommend suppliers that have proven experience in this industry, but we cannot guarantee any service providers performance or product. We do not take responsibility for other service providers insurance and liabilities and we expect that all of our contractors provide insurance certificates for working on site.

You may authorise us to incur disbursements on your behalf (including, without limitation, disbursements related to printing, envelope, flowers, hire equipment, entertainment, transportation, photography, stationary, food and beverages and all other supplies that are not part of our services), which disbursements will be passed onto you. We will require payment of a 25% non-refundable deposit for all marquee/hire goods ordered and 50% for styling/planning services before we commence any services. If our engagement is subsequently terminated by you or us, all monies paid or payable by you by way of deposit shall be forfeited to us absolutely. By directing us to commence work, you agree to pay our fees and any disbursements, plus GST (if applicable), on or before the date provided in our invoices for payment or otherwise as provided in our fee estimates provided to you or as otherwise agreed with you. **All deposits are final and non-refundable.**

Termination

We may terminate our engagement if you breach the terms of the engagement, such as by not paying our accounts or for any other good cause. If this happens, you will be responsible for our fees and disbursement.

If the event is cancelled within 60 days of the event no refund will be given as the full payments to us has been processed. You will also be liable for any fees and charges that may be a result of cancellation.

Cancellation Policy

The client can cancel their order at any time but deposits will not be refunded. If the entire invoice is cancelled less than 60 days before the event 100% of the invoice will still be required to be paid. Not paying, will result in legal action taken by Truly Yours to obtain the monies.

If your event is cancelled for any reason, and your invoice has been paid in full it is final and non-refundable. Truly Yours reserves the absolute right to cancel, terminate, or determine this agreement.

Amending Equipment

Any request from you to change the Equipment listed in the initial Quote is always subject to availability and freight logistics. No change to the Equipment shall result in more than a 10% reduction in the price shown in our initial Quote. Subject to the clause above, there is no restriction on increasing the Equipment and price shown in our initial Quote.

Failure to pay

If you fail to pay to us any amount when due, we may in our discretion suspend or withhold access to any services or other articles provided or supplied by us or the performance of our services until such failure is remedied.

Force majeure

If we are unable to undertake any services due to any matter outside of our control, we may terminate the engagement in whole or part by notice to you and will not be liability to you for any loss, damage or expense suffered or incurred by you or any other person in connection with same.

It is the responsibility of the client to notify Truly Yours of any changes that have occurred or may affect the planning and run of the event. Truly Yours will use professional judgment when taking action in regard to changes, weather, tardiness etc. based on the situation, time limitations and/or the client's wishes.

We do not take responsibility for the function space and its conditions during the event period. It is acknowledged that the client who made the booking with the venue is responsible for the conditions of the venue to be

appropriate for the brief of the event. We cannot take responsibility for inclement weather if the event is held outside or without cover. We do not take responsibility for power failures and mechanical issues of the venue.

Insurances

You agree to take out all prudent insurances for any event planned or styled by us and to apply such insurances towards reinstatement in the event of any claim and to indemnify us in connection with any loss, damage or expense suffered by us in connection with such event. Truly Yours take no responsibility or liability for any accident, incident or damage of persons or property while marquee and/or furniture is in use by client and outside of the Truly Yours premises. We cover no liability by insurance while marquee or furniture is outside of Truly Yours Ltd premises and not in possession by Truly Yours. Truly Yours accept no liability for any personal injury suffered or for loss and damage of any property belonging to any clients, their contractors, invitees or visitors to the event. The client also agrees to indemnify Truly Yours in respect of any liability for any personal injury suffered by, or for loss or damage of property belonging to any third party arising out of the hire and occupation of the venue and from any activity on the premises over which Truly Yours have no control or direction. *This is the responsibility and liability of the client and all necessary insurances should be taken out by the client. It is advisable to have Public Liability Insurance in place in this regard.*

Liability

Truly Yours shall not be responsible for any breach of this Agreement due to any matter or thing beyond its control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, industrial action, war, riot or civil commotion, intervention of public authority or accident). Truly Yours Ltd will not be liable for any delays to delivery of Goods or Services caused by circumstances outside of their control. Truly Yours Ltd will make their best efforts to supply the Client with the goods as ordered, however, if for whatever reason an item has become unavailable, Truly Yours reserves the right to provide the Client with a similar or like product at no extra cost. Should Truly Yours be delayed in or prevented from making delivery owing to any cause whatsoever beyond their control, then Truly Yours shall be at liberty to cancel or suspend the order without incurring liability for any loss or damage resulting therefrom. Truly Yours shall not be responsible for any breach of this Agreement due to any matter or thing beyond its control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, industrial action, war, riot or civil commotion, intervention of public authority or accident).

Truly Yours make no warranty or representation as to the date or quality of fitness of the Equipment for any particular purpose and no such warranty shall be implied from the description of the Equipment on the face of this form. All advice and information in whatever form it has been given by us to you is given gratuitously and without liability. No guarantees, warranties, representations or agreements made on our behalf shall be binding on us unless made in writing. We are not liable for any loss or liability suffered by you or any third party as the result of the damage, failure or breakdown of the Equipment however caused or due to us not being made aware by you of any underground services. You shall indemnify us for any loss incurred as a result of any: act, error or omission by you and for which you are legally liable; or you breaching these Terms; or claim by a third party in respect to any loss, injury or liability arising from this hiring or arising from the use of the Equipment by you.

No warranty

Subject to any warranties implied by law which are incapable of limitation or exclusion, any goods or services provided by us are provided without any warranty. You rely on your own skill and judgment in selecting us to provide the goods and/or services and assume the entire risk as to the results generated from the provision of the same. Truly Yours shall not be liable to you or any other person for any direct, indirect, consequential, special or exemplary loss or damage or costs, fees or expenses suffered or incurred by you or any other persons such as, but not limited to, loss of revenue, anticipated profits, lost business or any other economic loss arising out of or in connection with this engagement and the provision of the goods and/or services, whether by reason of any negligence, error or deficiency on the part of us or our employees, agents or contractors or otherwise.

Disputes

You will not file legal proceedings in respect of a dispute between us regarding any matter unless the party intending to file proceedings has used all reasonable endeavours to complete the steps in clauses 13(b) and 13(c).

This clause will not prevent any person from applying to a court for urgent interlocutory relief. Within 10 business days of either party giving written notice that a dispute exists arising out of or in connection with these Terms, both parties shall attempt in good faith to endeavour to resolve the dispute. If the dispute is not resolved with 20 business days of receipt of the notice of dispute, either party may by notice to the other party refer the dispute to mediation. The mediation will be in Tauranga. If the parties do not agree on a mediator, or the mediator's fees, within a further 5 business days, the mediator will be appointed, or the fees set, by the Chair of the Resolution Institute or the Chair's designated representative. The Resolution Institute Mediation Rules shall apply to the mediation.

Proofing of graphic design or design proofs

It is your responsibility to ensure accuracy and suitability of graphic or design proofs by carefully reviewing the sample you have been provided with for any errors. This includes, but is not limited to: spelling, grammar, layout, size, resolution, colours, fonts, illustrations, images, names, addresses, phone numbers, directions and all other aspects of the design. Once you have carefully reviewed the sample, we require written confirmation (including, without limitation, by email) that you are satisfied with the sample or of the specific amendments that are required. We will not process any orders until written confirmation is received.

Photography

Truly Yours retain the right to use any chosen imagery from the full selection of shots taken at your event. This includes but is not limited to: website, social media sites, blogs and advertising. Upon confirming with your deposit, you confirm that you have informed your chosen photographer that Truly Yours will be able to utilise the images as mentioned above.

Truly Yours may hire their own photographer at their own expense to take images of the styling detail at your event. Any of our work submitted to a blog or magazine must be credited back to Truly Yours Events.

*We understand that imagery can be personal and we are very happy to discuss with you which shots of you and your guests you are comfortable with us using, however appreciate access to all styling images which showcase our work

Marquee

All personal items and other vendors equipment must be removed from the Marquee before the prior agreed time that Truly Yours returns to begin the pack down on the day following the event (unless prior arrangement has been made). Truly Yours will not be liable for any delays to delivery of Goods or Services caused by circumstances outside of their control and any delays will be charged at an hourly rate of \$60 per Truly Yours Staff per hour.. Truly Yours will make their best efforts to supply the Client with the Goods as ordered, however, if for whatever reason an item has become unavailable, Truly Yours reserves the right to provide the Client with a similar or like product at no extra cost.

All quotes are subject to site inspection. We may request a site plan to check for drainage and plumbing systems under the ground. Truly Yours require marquees to be installed on flat, grass areas and that our vehicles have access to the site. Weights will be required if the marquee cannot be pegged down, therefore, unless specified, the weights are not included in this quote. Quotes are subject to availability. Supply of equipment is based on normal hire conditions, no restrictions to on-site access of build time have been allowed for unless otherwise stated.

ASSEMBLY AND/OR DISASSEMBLY BY TRULY YOURS

These terms and conditions shall be applicable where Truly Yours assembles and/or disassembles the Goods:

The Client will be responsible for:

(a) ensuring that there is adequate access, time and space for set-up, delivery, pack- up, pick-up and that the designated area is safe and free of obstructions or hazards; and that ground is flat and level when a marquee is being used.

(b) ensuring that the appropriate permissions to use the site, and install and remove the Goods, are granted, and informing any site owner or council of the potential property disturbance which may arise from the Goods or the setup thereof;

(c) locating, marking and protecting any underground utilities, other surfaces and objects.

Truly Yours will under no circumstances be held liable for damage to items left in, or around, the Goods.

- In the event of any delays due to free access being unavailable, the Client shall reimburse Truly Yours for all associated costs (including, but not limited to, lost hire fees and labour costs, which will be charged at reasonable, or at Truly Yours's prevailing, rates.
- The risk of security and all weather related risk remains with the Client until the Goods are actually disassembled by Truly Yours.

The New Zealand Building Code (NZBC) requires each marquee, or each group of marquees, to obtain a building consent for the relevant local authority, eg Christchurch City Council (CCC), if it is over 100m² (10m x 15m and larger) in size on public or private property.

It is the responsibility of the land owner to obtain building consents and to ensure that the marquee complies with all temporary building and fire safety requirements under the NZBC. If the land owner is not the hirer of our equipment, then it is the hirer's responsibility to obtain consent. If requested Truly Yours will arrange for this consents on your behalf – please consult us for consent fees. Truly Yours strongly recommends you understand and comply with all required laws and regulations relating to marquees, fire safety and functions and events. When hiring our equipment you will be deemed to have complied with such rules and regulations, even if we erect marquee(s) or other equipment on your behalf.

The "person in charge" (or the equipment hirer) of a function or event is responsible for ensuring the marquee remains code-compliant at all times. This includes ensuring all required safety equipment is present and that exit routes from the marquee are not obstructed.

The "person in charge" of a function or event is also responsible for ensuring the safe and legal use of all dangerous or hazardous goods. This includes the use of diesel, kerosene and LPG for heating and cooking appliances.

Sample Marquee Evacuation & Fire Safety Procedure

- *Before entering a marquee, please be aware of the exit locations in case of an emergency.*
- *Ensure all exits are accessible to all occupants and are adequately marked. Never block a fire exit*
- *The event organiser is required to ensure all building and fire safety requirements are complied with at all times. If you are unsure of these requirements please consult the Truly Yours team before occupants enter the marquee*
- *Truly Yours Events cannot be held responsible if safety procedures are not adequately implemented by occupants of our marquees*

IF YOU DISCOVER A FIRE Operate the nearest fire alarm box (if applicable), and Telephone the fire service – Dial 111
WHEN YOU HEAR A FIRE ALARM Immediately vacate the marquee via you nearest exit. Assemble in area designed by the Event Organiser
Do not linger in the marquee or close to exits Do not return the marquee until the "all clear"

If your event is cancelled for any reason, and your invoice has been paid in full, it is final and non-refundable.

Truly Yours reserves the absolute right to:

(a) cancel, terminate, or determine this Agreement;

(b) immediately repossess the Goods; at any time before or during the Contract Term, without reason, without prior notice, without payment of compensation and without prejudice to any other rights which Truly Yours may have

against the Client. Truly Yours or its agents may enter any property, premises or vehicle where the Goods may be kept, for this purpose.

Truly Yours shall be entitled to cancel the Agreement if:

(a) Truly Yours reasonably believes that a third party may attempt to take possession of the Goods;

(b) the Goods are at risk.

TITLE

The Goods is and will at all times remain the absolute property of Truly Yours, however the Client accepts full responsibility for:

(a) the safekeeping of the Goods and indemnifies Truly Yours for all loss, theft, or damage to the Goods howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client; and

(b) shall keep Truly Yours indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Goods during the Contract Term and whether or not arising from any negligence, failure or omission of the Client or any other persons.

Furthermore, the Client will insure, or self- insure, Truly Yours interest in the Goods against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Goods. Further the Client will not use the Goods nor permit it to be used in such a manner as would permit an insurer to decline any claim.

If the Client fails to return the Goods to Truly Yours then Truly Yours may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods is situated and take possession of the Goods, without being responsible for any damage thereby caused.

The Client is not authorised to pledge Truly Yours's credit for repairs to the Goods or to create a lien over the Goods in respect of any repairs.

Personal Property Securities Act 1999 ("PPSA")

8.1 To the extent that this Agreement does not exceed a twelve (12) month Contract Term, the Client acknowledges that nothing in this Agreement creates or provides for a security interest.

8.2 To the extent that this Agreement does exceed a twelve (12) month Contract Term, this agreement is the security agreement for the purposes of PPSA generally, and in particular Section 36.

What is your cancellation or change of date policy (not related to Covid-19)?

We understand that sometimes unexpected things can happen that require cancellation, however unfortunately all deposits and balances paid are 100% non-refundable.

In order to cancel your hire and change your event date, we will require a new deposit to secure a new date for you.

For any hires where you have paid the balance in full, we will happily credit the balance paid (minus your deposit) towards securing you a new date, within 12 months of the original hire date - for the same total value of your original hire. However, we will require a new deposit to change and secure a new date for you.

Cancellations made within 90 days of the wedding and/or event must be paid in full.

What is your Covid-19 Policy where I have had to cancel, postpone or change my event date?

We understand that this is an uncertain time for everyone and things can change quickly. Unfortunately all deposits and balances paid are 100% non-refundable. Our Covid-19 Policy has been designed with fairness to you in mind, and ensures we can continue to operate our small business and bring our beautiful products to you during these challenging times.

Any accommodation or operational charges that have been paid in advance by Truly Yours must be reimbursed to Truly Yours if the event does not take place and the booking party doesn't allow refunds as part of their CO-VID Terms & Conditions

Change of date or postponement due to Government-enforced Restrictions:

If your wedding or event is forcibly cancelled or postponed due to any NZ Government-enforced rules where Truly Yours legally cannot carry out the work.

- You have paid a deposit - we will transfer your deposit as a credit towards securing you a new date, within 12 months of the original hire date. If some of your original booked items are unavailable on your new date, we will apply your deposit as a credit towards other available hire items, for the same total value of your original hire*.
- You paid the balance in full - we will happily credit the balance paid (including your deposit) towards securing you a new date, within 12 months of the original hire date. If some of your original booked items are unavailable on your new date, we can apply your credit towards other available hire items, for the same total value of your original hire*.

***please note this does not include the NZ/AU bubble being open/closed.*

***** Please also note that under Government imposed restrictions that allow up to 100 people (Red traffic light), Truly Yours is able to work as normal and it is your decision to cancel the event and the terms and conditions in your hire agreement with respect to cancellation will remain in place.***

Change of date or postponement for any other reason:

If you choose to postpone your wedding or event for your own reasons (i.e. guests from overseas not able to attend, the NZ/AU bubble being closed) and if:

- You have paid a deposit - we unfortunately cannot transfer your deposit as a credit and we will require a new deposit to change and secure a new date for you.
- You have paid the balance in full - we will happily credit the balance paid (minus your deposit) towards securing you a new date within 12 months of the original hire date, for the same total value of your original hire*. However we will require a new deposit to change and secure a new date for you.

***Please note, that all changes must reflect the same value of the original hire booking. If the overall hire value drops from the original hire amount for your new hire date, unfortunately we will not be able to apply your deposit as a credit to your new hire. In this case, a new deposit amount will be required to secure your new date.**