

TERMS AND CONDITIONS

1. GENERAL

1.1. Our fees

The scope of the work that Hygge Studio Pty Ltd ABN 82 619 401 464 ('we' or 'us') are to perform for you is detailed in our fee estimate. 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). We will let you know our current hourly rates when providing a fee estimate. Our fees will be subject to GST unless otherwise provided within GST law.

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.

The client will make payments directly to us for the services and bookings of all vendors and service providers unless organised otherwise. We reserve the right to markup on supplier quotes to cover additional admin, meeting and travel costs incurred. We reserve the right not to disclose these markups and payment arrangements. 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 contactors 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.

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.

We will require payment of a non-refundable deposit 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. We will provide our services to you in stages, with our fees and disbursements plus any GST on same to be payable by you in advance of or commencing any such stages or on completion of any such stages. By directing us to commence work, you agree to pay such deposit and our fees and any disbursements at such time and in such manner.

1.2. Binding terms and conditions

By directing us to commence work, you agree to be bound by these terms and conditions.

1.3. 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 plus any GST incurred or accrued prior to termination.

If the contract is terminated by the client for what ever reason prior to the event. You will be invoiced for work completed to date plus any fees and supplier deposits. We are not liable for the terms & conditions of the individual suppliers payment terms. If the event is cancelled no refunds or credits can be given for deposits paid against the event to us or other suppliers that we may have booked. If the event is cancelled within 14 days of the event no refund can be given is the full payments to us and suppliers have been processed. You will also be liable for any fees and charges that may be a result of cancellation.

1.4. Failure to pay

In addition to our rights under section 1.3 above and our rights and remedies at law, 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.

Any amounts due to us will incur interest from the date payment was due until the date payment is made at a rate of 2% per month.

1.5. Supply of services to others

Any engagement for services does not restrict us from providing services of the same or similar nature to any other person.

1.6. Intellectual property

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, logos and get up, designs, plans, moulds, know how, inventions, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields) arising from our services will vest in you until we have been paid in full all amounts owed (continentally or otherwise) by you to us for our fees and disbursements plus any GST. We are granted by you a worldwide, royalty and other fee free, non-exclusive and perpetual licence to use such intellectual property for promotional or other purposes.

You indemnify us against all losses, damages or expenses arising in respect of any claim that any our services infringes any third party intellectual property rights. It is your responsibility to ensure at your cost and expense compliance of all graphic services with all laws including non-infringement of any third party intellectual property rights.

1.7. 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 Hygge Studio of any changes that have occurred or may affect the planning and run of the event. Hygge Studio will use professional judgment when taking action in regard to changes, weather, tardiness,

non-performance 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.

1.8. 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.

1.9. 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.

We 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.

2. PROOFING OF GRAPHIC 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.

3. SCOPE OF INTERNET-RELATED SERVICES

Our internet services are limited to those within our agreed scope of works (which may or may not include the initial setup of an email hosting, the purchase of a new domain, the transfer of an existing domain or the organisation of a transfer of Domain Name Server (DNS) settings of your specified host). We do not accept liability in relation to, or provide any warranty, representation or guarantee as to, the reliability of software, servers or continued functionality generally. Our services are strictly limited to the specific work that we agreed to perform and you agree to undertake or cause to be undertaken all required ongoing systems support at your own cost and expense. If requested, we will provide to you contact details of IT support service providers, however it is your responsibility to engage suitable assistance at your cost and expense. We are not responsible for Clients financials

(including, without limitation, expiry date, insufficient funds.) and any disruption to the services as a result.

4. REVIEW OF WEBSITE DESIGN

Upon completion of any website design, we will provide you with an opportunity to review the final product. We will make one set of minor changes at no extra cost than that initially estimated (unless agreed otherwise), provided that you request the minor changes within 14 days of us informing you that the final product is ready for your review.

Minor changes include small text changes and small adjustments to the placement of items on the page. Minor changes do not include changes to colour schemes, template structures, or any navigation features.

We can be notified of any minor requested changes by email. If we are not notified in writing of any changes required within 14 days, it will be deemed that you have accepted the original draft.