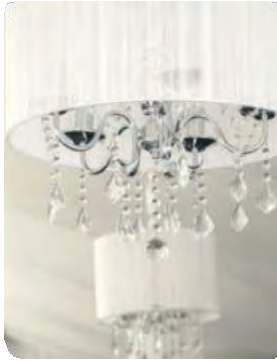


# your special event



# Welcome to Your Event Solution...

As the leading solutions provider to the events industry, Your Event Solution brings together all of the elements to transform your event into a captivating environment.

Thank you for the opportunity to present our marquee package for a maximum of 150 guests. If you would like any variations to the inclusions provided, then we are more than happy to tailor a quote to suit your individual requirements.

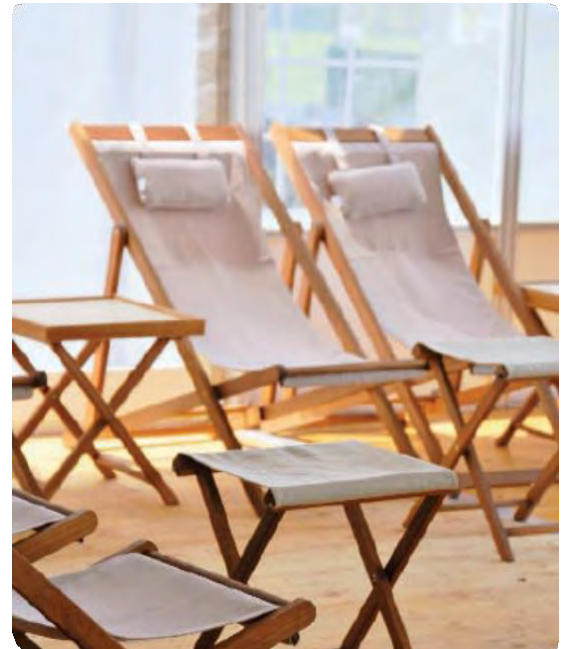
We look forward to working closely with you to ensure your vision turns into a reality for your event.

Please don't hesitate to contact us should you have any questions.

Yours sincerely,

The YES Team ~ Craig & Katie  
(02) 4889 6900

# rustic charm



# sophistication & elegance



# marquee package

150 guests ~ \$15,000

*Our 'all inclusive' marquee packages simplify the planning process whilst still providing you flexibility to add your own personal touch and create a bespoke event just for you...*

White Marquee with the following inclusions ~

- ~ 10m x 21m marquee
- ~ Polished Timber Floor
- ~ Clear Walls
- ~ Ceiling Lining
- ~ Your choice of dimmer controlled ceiling lighting ~ Hessian Pendant, Rice Paper or Ivory Umbrella

Parquetry Dance Floor ~ 6m x 5m

Your choice of 15 round or rectangular dining tables, bridal table & cake table with tablecloths & napkins

Your choice of 150 chairs ~ Whisper, Waterloo, Finesse or Wooden Folding Chair

Crockery & Cutlery ~ entrée, main, dessert, cups, saucers, teaspoons, sugar bowls, milk jugs, salt & pepper shakers

Glassware ~ 225 wine glasses, 120 champagne flutes, 225 water glasses, 18 water carafes

6 Coffee Plungers

*The price above is based on a maximum of 150 guests in a 10m x 21m marquee, excluding delivery. If you would like any variations, then we are more than happy to tailor a quote to suit your individual requirements.*

# marquee package

## Additional Upgrades

Further enhance your event with our additional upgrade options...

Alfresco Area \$700

~ includes 4 round outdoor tables with tablecloths, 16 wooden folding chairs with padding, 2 natural coloured market umbrellas, 23m of installed festoon lighting.

Catering Bay \$850

~ includes 10m x 3m catering bay with internal wall, catering return and catering fluorescent lights. Add 10m x 3m flooring for \$440.

## Chairs

White Tiffany ~ add \$1.70 per chair

Dark stain Bentwood ~ add \$6.70 per chair

Highback ~ add \$8.20 per chair

## Timber Tables

Solid timber tables (timber or white washed) ~ add \$45 per table

## Premium Table Setting Package

~ upgrade to Spiegelau glassware, Clarendon cutlery & Eclipse white or square crockery for an additional \$6 per person

# TERMS AND CONDITIONS OF HIRE

These conditions of hire apply to all hires by the Company to each Customer unless the Customer is otherwise notified in writing. No variation or cancellation of any of these Conditions of hire will be binding on the Company unless agreed to by a responsible officer of the Company in writing.

## 1. QUOTATION

Unless otherwise stated in writing the Company's quotation will be valid for a period of up to seven days from date of issue, after which time acceptance of any order placed is subject to written confirmation. Acceptance of the quotation is subject to written confirmation, payment of deposit (non-credit account Customers) purchase order (credit account Customers) and the Company's Terms & Conditions of Hire signed by an authorised person on behalf of the Customer. On commencement of hire without the Customer's written confirmation to such action it shall be deemed that the Customer agrees to and accepts these Terms and Conditions of Hire.

## 2. DEPOSIT

A deposit of 30% is required to secure a quote. Upon payment you will be deemed to have accepted our terms and conditions.

## 3. CANCELLATION AND VARIATION OF ORDERS

- i. Any cancellation of an order within 3 Calendar months of the delivery date will incur a cancellation fee being 30% of the original contract price.
- ii. Any cancellation of an order within 7 days of the delivery date will incur a cancellation fee being 100% of the original contract price
- iii. No variation of an order will result in a reduction of the contract price by more than 10%. Where the Customer seeks to vary an order so that the original contract price would reduce by more than 10%, the Customer agrees to pay 90% of the original contract price regardless of the variation requested, before the goods are dispatched.

## 4. USE OF EQUIPMENT

All Equipment supplied on hire is the property of the Company and remains so until it is A) Returned to the Company, B) The Customer will be responsible for the Equipment until it is returned to the Company, and C) shall maintain the Equipment in good condition, reasonable wear and tear excepted. The Customer warrants that the Equipment will be returned in good working order to the Company. The Company makes no representation as to the suitability of the Equipment for a particular need or event, and it is the Customer's responsibility to make that judgment on its own behalf.

## 5. ADDITIONAL EQUIPMENT

If after commencement of hire by the Company any specification changes are requested, the cost of such changes will be borne by the Customer.

## 6. EXTENDED HIRE

The Customer must return all Equipment when it is due back. A continuing hire fee for all Equipment not returned to the Company when it is due back will be charged to the Customer, at the standard weekly rate of hire, until the Equipment has been returned to the Company. The Customer shall give appropriate notice in writing to the Company if any extension or termination of the hire is requested. No refunds will be issued for the early return of Equipment on extended hire.

## 7. DELIVERY

The Company makes no representation that Equipment will be available to meet every order. Availability of Equipment to meet each order is subject to the timing of that order. Every endeavor will be made to complete delivery within the period stated but no liability can be accepted in regard thereto. Unless otherwise stated the Company will not accept cancellation of an order due to late delivery, nor shall it be liable for consequential damages of any kind arising out of late delivery or non-delivery. Where it has been agreed between the Company and the Customer that Equipment is to be delivered to an address specified by the Customer the same shall be available to be picked up at the specified date arranged at that address on the last day of the hire period. Where the Customer has taken delivery at the premises of the Company all Equipment hired shall be returned to those premises by the time arranged on the last day of the hire period. In the event that the Equipment is not available to be picked up by the arranged time on the last day of hire or has not been returned to the premises of the Company by close of business on the last day of hire, then the Company must be notified immediately.

## 8. DELIVERY DOCKETS

The Company's Delivery Dockets shall be conclusive evidence of the quantity and identity of the Equipment delivered and as to the date of delivery. The Customer shall be responsible at their own cost for providing a representative to check the quantity and identity of Equipment delivered and to sign the Company Delivery Docket. The Customer acknowledges and agrees that the Company shall be able to deliver the Equipment whether or not a representative of the Customer is

present at the time of delivery.

## 9. SITE APPROVAL

The Customer shall be responsible for giving any local or other authorities any necessary notice of their intention to erect the Equipment or to have Equipment erected and shall pay all fees in connection therewith. The Customer shall solely be responsible to ensure that the site is cleared and ready for the erection of the Equipment and that the foundations upon which the Equipment is to be erected are sufficiently firm and otherwise suitable to safely carry the Equipment and the load to be put on it without subsidence. In the event that the Company incurs or suffers any loss, costs or damages as a consequence of the Customer's failure to carry out its obligations under these terms the Customer shall be solely responsible and shall indemnify the Company for any such loss, costs or damages.

## 10. MISUSE OF EQUIPMENT

The Company shall not be liable for any loss or damages arising out of the overloading, exceeding rated capacity, misuse, or abuse of the Equipment by the Customer and the Customer agrees to keep the Company indemnified in respect thereof.

## 11. SECURITY

The Customer is responsible for the security of the Equipment until such time as it is returned to or collected by the Company. In the event of the Equipment being stolen from the job site, the hirer shall notify the Company in writing stating the full circumstances of the theft and the time the police were notified. Until the Company receives such notification, the hiring charges will continue. The Customer shall also indemnify the Company for any such loss of the Equipment at the current replacement cost of the Equipment, and must pay that cost to the Company on demand. The Customer must ensure that there is provided lighting, water proofing, safe power supply, public protection, covering of power lines and such facilities as might be considered necessary for the requirement of Authorities or in the interests of safety.

## 12. ACCESS TO SITE

The Customer shall ensure that suitable access to and egress from the site is adequate to suit the mode of delivery or pick up.

## 13. INSURANCE

The Customer shall ensure that all the Equipment is adequately insured under the Customer's. All Risks Insurance Policy which shall be available for the Company's inspection on request. The Company will not insure any Equipment. The Customer bears all risk in relation to the Equipment and its use until the Equipment is safely returned to the Company in good condition. Any insurance policies undertaken are the sole responsibility of the Customer.

## 14. LOSSES AND DAMAGES

The Company must be notified immediately of any Equipment lost or damaged during the hire period. The Customer indemnifies the Company in respect of all such loss. The Customer must pay on demand to the Company the following amounts;

- i. If the Equipment is lost, the Customer must pay to the Company the current replacement cost of the Equipment;
- ii. If the Equipment is damaged, the Customer must pay for all repairs;
- iii. If no notice is given to the Company of a lost item it shall be deemed as extended hire until such item is returned, and hire fees with continue until notice is given or the Equipment is found.

## 15. NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS

The Company shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, whether arising under breach of contract, negligence (commission, omission or advice), and strict liability or otherwise. All warranties by the Company to the Customer are excluded, to the full extent permitted by law. The liability of the Company resulting from a breach of any warranty unable to be excluded by law is strictly limited to the resupply of the Equipment to the Customer or the repair of the Equipment supplied to the Customer.

## 16. SAFETY

The Company adheres to the law of the relevant Occupational Health and Safety Acts of A.C.T. & N.S.W. The Customer is to ensure adequate safety measures are adopted when necessary. The Customer will make any inspections to ensure that there are no breaches of safety requirements at the site whether imposed by authority or otherwise; and that all works are performed according to relevant safety codes, standards and manufacturer's specifications; and that there are no alterations or modifications to any Equipment made by any person other than an employee of the Company.

## 17. ELECTRICAL DAMAGE

Any damage to the Equipment caused by fusion or malfunction

of electrical equipment is the Customer's liability and the Customer must take adequate precautions. The Customer will be charged for any repairs required to the damaged equipment.

## 18. CLEANING

The Equipment must be returned properly cleaned by the Customer. It is agreed that the whole or any part of the cost incurred by the Company arising out of the failure by the Customer to clean the Equipment will incur a charge to the Customer.

## 19. PAYMENT TERMS

All payments are strictly due as specified on the Company Quotation. For non-account Customers, terms are net cash prior to delivery. For credit account Customers payment must be received within The Company's trading terms, namely 30 days from invoice. Failure to meet the Company's trading terms will result in the supply of further goods to be withheld until such time as the payment is made in full. The Company reserves the right to charge interest up to 10% per month on overdue accounts. Should payment in full not be paid within 60 days, legal action will be taken to recover the debt owing without further notice & all credit facilities will be closed. Any expenses, costs or disbursements incurred by the Company in recovering any outstanding Monies including dishonored cheques, debt collection agency fees and solicitor's costs shall be paid by the Customer. In order to retake possession of the equipment, it shall be lawful for the Company to enter into or upon any premises where the same may be and the Customer hereby agrees to indemnify and to keep indemnified the Company against all liability and against all actions, suits, proceedings, claims, demands, costs and expenses howsoever incurred by the Company arising from the Company's entry into or upon any premises in exercise of its rights of repossession.

## 20. GOODS & SERVICES TAX/STAMP DUTY

Where applicable the Customer will be charged in accordance with current Federal and State legislation.

## 21. DAMAGE WAIVER

Included in the contract price is a non-refundable Damage Waiver Fee. Damage Waiver is not insurance, but is an agreement by the Company that the Customer is not liable for normal wear and tear to the Equipment, in some circumstances only.

**DAMAGE WAIVER DOES NOT APPLY, and the Customer must pay for the damage to the Equipment, in any of the following circumstances;**

- i. where the Equipment is lost or stolen; or
- ii. where the Customer has breached any of these Terms and Conditions of Hire; or
- iii. where the damage to the Equipment is, in the Company's opinion, more than normal wear and tear;
- iv. where the damage is caused by the negligence of the Customer or the Customer's agent;
- v. or where the damage to the Equipment is caused by vandalism, by any unknown cause, or in the Company's opinion, in any way whatsoever other than by the ordinary use of the Equipment by the Customer; or
- vi. where the damage is caused by overloading, exceeding rated capacity, misuse, abuse or improper servicing of the Equipment.

Where the Company determines that one or more of the circumstances above applies, the Damage Waiver will not apply unless the Customer is able to establish to the reasonable satisfaction of the Company that the relevant circumstances do not apply.

## 22. GOVERNING LAWS AND VENUE

This Contract will be governed and constructed in accordance with the laws of the state of NSW, the parties submit to the jurisdiction of the Courts of that state for determination of any dispute claim or demand arising out of these Terms & Conditions.

## 23. INTERPRETATION

"The Company" means Eventbiz Pty Ltd Trading As Your Event Solution

A.B.N. 12 649 956 779 and includes its servants or Agents.

"The Customer" means the person or persons company to whom the Tax Invoice is addressed and shall include their legal representative, administrators, and successors and or permitted assignees.

"Equipment" means the items hired by the Customer from the Company from time to time.

I/We, the Customer acknowledge that we have read, understood and agree with the Terms and Conditions of Hire as set out in the above agreement.

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Date \_\_\_\_/\_\_\_\_/\_\_\_\_