

# Terms & Conditions

Please read these terms and conditions in conjunction with your invoice.

By proceeding and making payment, you are agreeing to these terms and conditions.

## 1. DEFINITIONS

The following words or expressions shall carry the meanings assigned thereto:

- 1.1. 'Contract' – the following terms and conditions form the basis of the contract. This contract is the foundation to the services to be provided by us. No variations or modifications of this contract or the Tax Invoice will be accepted unless approved by Sunshine Coast Pop Up Weddings in writing.
- 1.2. 'You', 'Client' – the person or persons engaging our services.
- 1.3. 'We', 'Us', 'Sunshine Coast Pop Up Weddings', 'SCPUW' – The Pop Up People Pty Ltd T/A Sunshine Coast Pop Up Weddings ABN 76 617 732 411
- 1.4. Our 'services' – the services to be provided by us which include but are not limited to: event planning, event design, event management, event hosting, styling, provision of marketing support, project management, graphic design processes, market research, PR services, sponsorship and social media.
- 1.5. 'Our suppliers, 'collaborators', 'creators', 'vendors', 'SCPUW I Do Crew' – supply partners we work with to provide services/products.
- 1.6. 'Deposit' – the booking fee require to secure your wedding package.
- 1.7. 'Package' - the wedding package or amount as selected by the Client.
- 1.8. Sunshine Coast Pop Up Weddings, is an event management company, creating and coordinating wedding packages.

## 2. PAYMENT TERMS, DEPOSIT & CONFIRMATION

- 2.1. The Client invoice will be emailed to you within 72 hours after submitting the booking form.
- 2.2. Upon acceptance and receipt of the invoice, payment of the non-refundable deposit (amounts listed below) is immediately required to secure your wedding package, date and time. The deposit is deducted from the final balance of your package.

**\*All "the essentials" Packages - \$990 deposit**

**\*All "just married" Packages - \$1250 deposit**

**\*All "eat, drink & be married" Premium Packages - \$1550 deposit**

- 2.3. All payments are via direct deposit, to our nominated bank account, bank details are listed on your invoice. Proof of payment to be emailed to [married@sunshinecoastpopupweddings.com.au](mailto:married@sunshinecoastpopupweddings.com.au) Cheques are not accepted.
- 2.4. We are not able to hold bookings, our wedding packages are limited and are secured based on a first come first served basis.
- 2.5. Bookings are confirmed only when the deposit is received in cleared funds.
- 2.6. Within 72 hours of funds being cleared, you will receive an email to the email address provided with confirmation. You must notify Sunshine Coast Pop Up Weddings immediately if there have been any mistakes with your booking, or if you have not received the confirmation e-mail within 24 hours of payment.



- 2.7. Any council permits will not be purchased until a cleared deposit has been received.
- 2.8. The balance of the payment for the services contracted for must be paid in full 1 month prior to your wedding date.
- 2.9. Guest numbers must be confirmed 1 month prior to your booked wedding date. Sunshine Coast Pop Up Weddings will contact you for final guest numbers. Note, all wedding packages cater for minimum 32 guests plus Bride and Groom (not negotiable as standard). After this date additional guests can be added up to 7 days' prior. No deductions in numbers will be accepted 1 month from your wedding date.
- 2.10. Payment for additional services (e.g. extra guests, hydration stations, etc) is made when these are ordered and added to the contract and invoiced accordingly.
- 2.11. If client has breached the payment schedule Sunshine Coast Pop Up Weddings has the right to engage a debt collection agency and any costs incurred will be paid by the client.

### 3. SPECIFIC TERMS

- 3.1. The Contract starts when you have agreed to use our services and made payment of the deposit.
- 3.2. If at any time a supplier we have engaged is not able to provide the product/service as originally quoted, we will endeavour to find a replacement of similar value/quality.

### 4. CANCELLATION OR CHANGE OF DATE

- 4.1. The Client may cancel this Contract at any time by written notice to [married@sunshinecoastpopupweddings.com.au](mailto:married@sunshinecoastpopupweddings.com.au) but in doing so shall forfeit the non-refundable deposit.
- 4.2. In the event of a Client cancellation Sunshine Coast Pop Up Weddings reserves the right to retain the following cancellation fees:
- 50% of the agreed package fee if cancelled between 90 days to six months prior to the wedding date
  - 70% of the agreed package fee if cancelled between 31 days and 90 days prior to the wedding date
  - 100% of the agreed package fee if cancelled within 30 days of the wedding date.
- 4.3. On termination of the Contract the Client should immediately pay Sunshine Coast Pop Up Weddings the above cancellation charges less any amounts you have already paid, you will be invoiced accordingly.
- 4.4. Change of date/Postponement - subject to written notice to Sunshine Coast Pop Up Weddings. Depending on availability we may agree to a change of date. In this case, work completed to date will be payable upon receipt of an invoice, and you will be re-quoted on any additional hours/work required. Monies other than the deposit may be used as future credit on a new date at the discretion and availability of Sunshine Coast Pop Up Weddings and it's suppliers.

### 5. FORCE MAJEURE

The due performance of this Contract and Client invoice is subject to alteration or cancellation by either party owing to any cause beyond their control. In such an event Sunshine Coast Pop Up Weddings will not be liable to the Client, supplier and/or any further person or parties in respect of any loss and/or damage of whatsoever nature caused by or arising from any of the following circumstances:



- 5.1. Force Majeure – this is weather, as in rain, flooding, thunderstorm, lightning or fire that has damaged anything.
- 5.2. The loss, damage, destruction or theft of any property on the wedding location/site.
- 5.3. Any act or circumstance, save for the gross negligence by the organiser, causing the loss, damage, destruction, theft and such other related events.
- 5.4. Loss or damage resulting from or related to the use of any equipment on the wedding location/site including but not limited to furniture, sound equipment and photographic equipment or technical failure thereof.

## **6. RIGHT OF WITHDRAWAL**

Sunshine Coast Pop Up Weddings reserves the right of withdrawal if:

- 6.1. The Client breaches this Contract.
- 6.2. The Client is non-cooperative including missed appointments and late payments.
- 6.3. Factors out of our control such as changes in locations, facilities or available times arise along with discovery of new information, changes in agreed circumstances or similar which tend to circumvent its policies. Sunshine Coast Pop Up Weddings will provide a suitable alternative however if the couple should not wish to pursue the alternative we have the option to withdraw.
- 6.4. Should Sunshine Coast Pop Up Weddings initiate the withdrawal due to (6.1, 6.2 and 6.3) all fees will be refunded excluding the deposit.

## **7. LIMITS OF LIABILITY & INDEMNITY**

- 7.1. Sunshine Coast Pop Up Weddings does not accept any liability for non-completion or for any delays arising as a result of strikes, riots or lockouts, adverse weather conditions, loss, damage or cancellation due to fire, flood or any other cause beyond its control.
- 7.2. The liability of Sunshine Coast Pop Up Weddings in respect of any breach of the Contract, including any applied terms shall not extend to any consequential loss whatsoever suffered by the client or their guests.
- 7.3. Jurisdiction. The state and federal courts serving Queensland, Australia shall have exclusive jurisdiction over disputes arising from this Contract, and both parties here to consent to the jurisdiction of such courts.
- 7.4. Solicitor's Fees. The prevailing party in any litigation or dispute involving this Contract, or the Services performed there under, shall be entitled to recover reasonable solicitor's fees, costs, and expenses arising from such litigation or dispute from non-prevailing party.
- 7.5. Assignment. This Contract may not be assigned.
- 7.6. Indemnification. The Client hereby acknowledges that Sunshine Coast Pop Up Weddings may be limited by the guidelines or rules of the official performing the ceremony, the suppliers, the venue, the council or the public and to hold Sunshine Coast Pop Up Weddings harmless for the impact such restrictions may have on the final product.
- 7.7. Suppliers. Sunshine Coast Pop Up Weddings does not accept any liability or claims for non-completion or for any delays incurred by suppliers. The Client is to deal directly with the supplier to seek compensation or further arrangements. If the non-completion or delay incurred by suppliers was due to circumstances out of our control then all parties including the supplier will do their best to provide the agreed wedding package on the



wedding date or make arrangements at a later date for photo coverage and the official service by the Celebrant as a commitment ceremony will occur on the wedding date.

7.8. **LIMITATION OF LIABILITY.** SUNSHINE COAST POP UP WEDDINGS ENTIRE LIABILITY FOR ANY CLAIM, LOSS, DAMAGE, OR INJURY ARISING UNDER OR RELATING TO THIS CONTRACT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES. IN NO EVENT SHALL SUNSHINE COAST POP UP WEDDINGS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF CLIENT INFORMS SUNSHINE COAST POP UP WEDDINGS OF CIRCUMSTANCES THAT WOULD GIVE RISE TO SUCH DAMAGES.

7.9. **Choice of Law.** This Contract shall be governed by the laws of the State of Queensland, notwithstanding its conflicts of laws provisions.

7.10. **Waiver/Miscellaneous.** This Contract represents the complete and entire agreement of the parties with respect to the subject matter herein, notwithstanding any oral or written representations to the contrary made before, during, or after its execution. Any amendments to this Contract shall only be effective if made in writing that is executed by both parties hereto.

## **8. INSURANCE**

8.1. We have public liability insurance up to the sum of \$20 Million AUD

## **9. INCLEMENT WEATHER**

9.1. Weather permitting, Sunshine Coast Pop Up Weddings honour the Contract as agreed. In the event of inclement weather being rain, high winds or lightning we will make the necessary changes:

9.2. If light rain is predicted – we can proceed ahead in the outside location with umbrellas (Sunshine Coast Pop Up Weddings will have a maximum of 10 umbrellas available to use). Or at the Clients cost we can hire a marquee.

9.3. If heavy rain (inclement weather) is predicted – we will implement our wet weather plan and set up at the wet weather option depending on your package the morning of your wedding day.

9.4. Sunshine Coast Pop Up Weddings can hold 2-3 weddings on the same day at the same location our team assembles early that morning to commence setup and because of this model they can only setup once - either the original ceremony site or the wet weather option. Sunshine Coast Pop Up Weddings has a duty of care to all couples getting married and their guests at every wedding they hold on your wedding date and location. If there is inclement weather being heavy rain, high winds or lightning during setup or forecasted for the day they will select the wet weather option as safety is the priority. Timelines do not permit SCPUW to re-setup styling and sometimes drive to the other site on the same day. All weddings taking place on your wedding day will remain at the same site. For example, if you have booked the morning wedding spot and there is forecasted inclement weather for that afternoon which may affect the afternoon wedding Sunshine Coast Pop Up Weddings will choose to set up at the wet weather option even if there is reasonable weather conditions that morning.

9.5. SCPUW will endeavour to provide all package inclusions that are reasonably possible. For peace of mind all our outside weddings come with a wet weather option unless stated otherwise.

9.6. SCPUW will notify clients of any changes 2 hours prior to their wedding start time.



9.7. If there is Premium Eat, Drink & be Married Package on your wedding date then we will need to decide the location 24hrs prior for catering purposes.

9.8. If all couples getting married on your wedding day and suppliers agree to the original outdoor location than we may proceed depending on the severity of the weather. Sunshine Coast Pop Up Weddings does not accept any liability for non-completion of this Contract, claim, damage or injury if the Client chooses to proceed in the outdoor location.

9.9. In the event of inclement weather Sunshine Coast Pop Up Weddings endeavour to make the very best of the day and give you a high level of photographic coverage in the time spot allocated.

## 10. TIMELINES

Timelines are extremely important on a Sunshine Coast Pop Up Weddings event day, as we can host 2-3 wedding son the same day at the same location.

10.1. A general timeline for a 3pm wedding is, please note this is subject to changes.

2.45pm - Groom and Guests Arrives at the Ceremony Location

2.55pm - Bride Arrives

3.00pm - Photographer Commences

Ceremony Begins (15-20min)

Signing of the Registry

3.30pm - Mingle with Guests

Group, Formal and Portrait Shots

3.45pm - Bride & Groom photo shoot begins until the end of your allocated time spot

4.00pm - \*Cake, Food and Drinks are served

\*Lawn Games

4.30pm - Guests receive SCPUW wedding favours

"The essentials" package would conclude

5.00pm - "Just Married or Eat, Drink & Be Married Premium" Package would conclude

*\*indicates the premium package items*

10.2. Guests are asked to arrive at the ceremony location NO earlier than 10min prior to your allocated time spot. This enables other weddings that are being held prior to yours to remain private.

10.3. Your wedding space is available to you for your allocated time spot depending on your package (either 1.5 or 2 hours).

10.4. Sunshine Coast Pop Up Weddings and it's contracted photographers are not responsible for reduced photographic coverage due to the Bride, Groom, Bridal Party and or Guests not arriving on time or cooperating.

10.5. Unfortunately, if you are late this will reduce your allocated wedding package duration.



10.6. If you are late, we will give you an awesome ceremony and try to add as many inclusions as possible within the allocated time frame.

10.7. We ask that you and your guests please depart the wedding on time so as not to affect the next wedding.

## 11. PHOTOGRAPHY

11.1. You can expect a minimum of 50 digital edited photographs from your wedding package and more depending on package.

11.2. Photographs are professionally edited and supplied in high resolution.

11.3. These will be supplied to you via an online digital album (gallery) that you can share with family and friends and download yourself. Please note, if your images are delivered via online digital album you will need to download them as soon as possible and we suggest saving these to multiple devices as the online album will be removed after 8 weeks. Or supplied to you via a USB delivered in registered post from the photographer and is the photographers responsibility. Please note, this is the photographers decision as to how the images will be supplied.

11.4. Photographs are ready 3-5 weeks after your wedding date.

11.5. Protection of Deliverables/Retention of Files. Photographer shall take all reasonable steps to protect the images that are recorded at the Event until such time as the Album is delivered to Client. Once the Album has been delivered, Photographer shall have no further obligation to preserve the images of the Event, regardless of the form of media in which they are stored.

11.6. If Photographer is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, the Photographer reserves the right to take reasonable action to remedy such a situation, including but not limited to leaving the Event. In such event, the Photographer shall not be obligated to refund any of the fees paid by Client because of such action.

11.7. Model Release. Client hereby agrees that Photographer and Sunshine Coast Pop Up Weddings may reproduce, publish, exhibit, and otherwise use images from the Event for instructional or marketing purposes without payment of any additional fee, provided there is no specific identification of persons or events appearing in the images.

11.8. Force Majeure. If Photographer is unable to attend Event due to fire, flood, casualty, strike, civil disturbance, war, terrorism, or other acts of God beyond the parties' control, then Photographer shall return all money paid by Client (including any retainer), and this Contract shall immediately terminate. If Photographer is unable to attend the Event due to Photographer's sickness and there is reasonable time before this arising and the Event the photographer will arrange a replacement.

11.9. Liability. Sunshine Coast Pop Up Weddings does not accept any liability or claims for non-completion or for any delays incurred by suppliers. The Client is to deal directly with the Photographer to seek compensation or further arrangements. If the non-completion or delay incurred by the Photographer was due to circumstances out of our control (e.g. a car accident or sudden sickness) then all parties including the supplier will do their best to provide the agreed wedding package on the wedding date. If this arises on the wedding date and the Photographer cannot find a replacement Photographer, Sunshine Coast Pop Up Weddings will do their best to take amateur photographs of the ceremony and the Photographer will make arrangements at a later date to complete the Bride and Groom portraits.



## 12. DISPLAY

12.1. The Client thereby permits Sunshine Coast Pop Up Weddings and its suppliers to display any images covered by this Contract and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles and/or other such media, providing that the images are used lawfully and without damage to the Client without further consideration or compensation.

12.2. It is specifically agreed that the images/material may be used on our Social Media channels and that the Clients maybe tagged or otherwise identified unless agreed otherwise in writing. This will only be done 3 days after the wedding date.

## 13. GUESTS & SEATING

13.1. Each Sunshine Coast Pop Up Wedding caters for the Bride and Groom plus 32 guests as standard.

13.2. You can add up to 120 guests and more depending on your location.

13.3. You are more than welcome to have a Bridal Party. Timelines are strict, so that you can maximise your wedding experience and photo shoot time, the complete bridal party will need to walk down the aisle within time frame of one bridal entrance song (the processional).

13.4. The bridal party is counted in your final number of guests.

13.5. Sunshine Coast Pop Up Weddings will have up to 26 chairs onsite due to council restrictions.

13.6. As a general rule - if children can sit on the lap of an adult they are not included in your 32 guests. We will only provide wedding favours and catering based on your final number of paying guests.

## 14. CELEBRANT

14.1. The contracted Celebrant is to perform all legal requirements necessary to legally marry the Client on the allocated wedding date.

14.2. If the Celebrant is exposed to (i) unsafe conditions, or (ii) objectionable or illegal acts at the Event, the Celebrant reserves the right to take reasonable action to remedy such a situation, including but not limited to leaving the Event. In such event, the Celebrant shall not be obligated to refund any of the fees paid by Client because of such action.

14.3. Force Majeure. If the Celebrant is unable to attend Event due to fire, flood, casualty, strike, civil disturbance, war, terrorism, or other acts of God beyond the parties' control, then the Celebrant shall return all money paid by Client (including any retainer), and this Contract shall immediately terminate or if the Celebrant is unable to attend the Event due to sickness and there is reasonable time before this arising and the Event the Celebrant will arrange a replacement Celebrant to conduct the service on the wedding date.

14.4. Liability. Sunshine Coast Pop Up Weddings does not accept any liability or claims for non-completion or for any delays incurred by suppliers. The Client is to deal directly with the supplier to seek compensation or further arrangements. If the non-completion or delay incurred by suppliers was due to circumstances out of our control (e.g. a car accident or sudden sickness) then all parties including the supplier will do their best to provide the agreed wedding package on the wedding date. If this arises on your wedding date a commitment ceremony will be performed by SCPUPW coordinator and the Celebrant will make arrangements at a later date to complete the official legal service.



## PRIVACY POLICY

Sunshine Coast Pop Up Weddings respects the privacy of its Clients and subscribers. We are committed to safeguarding the privacy of our users while providing a personalised and valuable service. This Privacy Policy Statement explains the data processing practices of Sunshine Coast Pop Up Weddings.

### Information collected

We collect personal information from you through the use of enquiry and booking forms, as well as details included in your emails. We also collect information automatically about your visit to our site. The information obtained in this way, which includes demographic data and browsing patterns, is only used in aggregate form.

### Use of Personal Information

We process personal information collected via the site for the purposes of:

- providing a personalised service
- running competitions
- providing you with information about products and services offered by us

If you do not wish to receive information about our products or services, please let us know when providing us with your details.

We also use information in aggregate form:

- to build up marketing profiles
- to aid strategic development
- to manage our relationship with advertisers and to audit usage of the site

### Third Party Disclosure

We do not sell, trade, or otherwise transfer to outside third parties your personal information.

### Use of Cookies

We may use “cookies” to identify you when you visit the site and to build up a demographic profile. A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information back from the browser. Find out more about the use of cookies on <http://www.cookiecentral.com>



### **Internet-based Transfers**

Given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis.

Therefore, by browsing [www.sunshinecoastpopupweddings.com.au](http://www.sunshinecoastpopupweddings.com.au) site and communicating electronically with us you acknowledge and agree to our processing of personal data in this way. All personal information is held in accordance with Australian Privacy Laws. Any gathered personal information will be kept strictly confidential. If you have any requests concerning your personal information, wish to make any amendment to your personal information, or wish to unsubscribe please contact us at [married@sunshinecoastpopupweddings.com.au](mailto:married@sunshinecoastpopupweddings.com.au)

### **Intellectual Property**

All logos, images, photos, publications, databases, materials, run sheets, contracts, terms and conditions, content including digital content, website design and content, designs, forms, trade secrets, products, moral rights and confidential information belongs to and is the exclusive property of Sunshine Coast Pop Up Weddings.

*Sunshine Coast Pop Up Weddings committed to providing couples with a stress free and affordably stylish way to say 'I do'.*

The Pop Up People Pty Ltd T/A Sunshine Coast Pop Up Weddings

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