

FacepaintingCo Terms & Conditions



ABN: 67 209 084 470

Email: info@facepaintingco.com.au

Phone: 0433047057

Website: www.facepaintingco.com.au

1. SITE VISITS/INSPECTIONS

- 1.1. Should a site visit be needed, recommended, or requested the client will be invoiced \$120.00 per hour plus GST plus any other additional fees that may apply including and not limited to:
 - a. Travel/Fuel levy
 - b. Air fares
 - c. Accommodation
 - d. Food and beverage allowance

2. QUOTE

- 2.1. A written quote provided by FacepaintingCo to the client is valid for seven (7) days from the issue date
- 2.2. The written quote is an invitation only to the customer to place an order/booking.
- 2.3. Prices including any discounts or complimentary offers, and/or special offers are subject to change after the seven (7) days.
- 2.4. Availability of our services/styling or any of our props are subject to change after the seven (7) days.

4. HOLDING YOUR DATE

- 4.1. All requests to hold dates will be subject to a \$50.00 fee reservation of date payment whilst we are finalising your event details with you
- 4.2. The fee is payable within seven (7) days from the date of issue of the Tax Invoice
- 4.3. This payment will contribute to the initial 50% deposit required to secure your date.
- 4.4. In the event the reservation/hold date is cancelled for any reason, there is no refund, return or credit for the amount paid to reserve/hold your date

5. BOOKING CONFIRMATION

- 5.1. Upon receiving written confirmation that you wish to proceed; the event date will need to be checked for availability at time of request
- 5.2. FacepaintingCo will issue the client with the booking process which will include the following attachments:
 - a. Invoice
 - b. Terms and conditions
 - c. FAQ
- 5.3. The form is valid for seven (7) days from the issue date
- 5.4. It is the client's responsibility to check and ensure that all details of the Invoice are correct.
- 5.5. It is the responsibility of the client to check and notify FacepaintingCo of any updates, changes

or amendments that need to be made to the booking form.

- 5.6. The booking will be confirmed upon receipt of payment.
- 5.7. By signing the booking form/s, the client agrees to the terms and conditions outlined on www.facepaintingco.com.au.

6. DEPOSIT

- 6.1. A 50% deposit (or full upfront payment, please see clause 4.3) within three (3) Days of Booking Form Issue Date will be required in order to secure your date.
- 6.2. This deposit is non-refundable and will be forfeited in the event of a cancellation or force majeure, please refer to clause 10 and 12.
- 6.3. Full upfront payment will be required for booking amounts that are equal to or are less than \$200.00.

7. PAYMENTS AND PAYMENT METHODS

- 7.1. The balance outstanding must be finalised a minimum of thirty (30) days prior to your event
- 7.2. Bookings made within thirty (30) days of the event date will need to make full upfront payment at the time of booking
- 7.3. The following payment methods are accepted:
 - a. Direct Deposit: bank account details are provided at the bottom of your invoice or please email info@facepaintingco.com.au to request details
 - b. All payments made by credit card using MasterCard or Visa card or BPAY from a credit account will incur a 2.5% merchant fee of the total payment amount.
 - c. Cash: please make an appointment to obtain address details and make payment
- 7.4. Further payments after the initial 50% deposit and by the minimum thirty (30) days prior to the event date can be made in instalments via a payment plan. Please request a payment plan schedule by email addressed to info@facepaintingco.com.au and reference your booking number, name and event date.

8. BOND AUTHORISATION

- 8.1. In place of a bond payment, we are entitled to hold your Credit Card details until the end of the event. In the event of any damages/loss to the hire items, we will notify the customer prior to charging their credit card for the full cost of the hired item.

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- 8.2. The Bond Authorisation Form that accompanies your booking documents must be completed and signed prior to any dispatch of items, including entertainment equipment.
- 8.3. The hirer must provide images of the valid credit card and driver licence as referenced on the bond authorisation form
- 8.4. The credit card provided will not be charged without prior notification for any damages, loss, broken or missing hire item/s
- 8.5. An invoice of damages will be issued prior to charging the credit card.
- 8.6. A credit card surcharge applies as outlined in clause 5.3.b

9. HIRE ITEMS

- 9.1. If due to unforeseen circumstances that a hired product becomes unavailable, for example recently damaged, stolen or broken beyond repair from another event. FacepaintingCo will endeavour to offer the client a suitable alternative, or in the event that no alternative can be offered a refund to the client for the product no longer available will apply.
- 9.2. FacepaintingCo is not responsible for any incurred costs to the client due to unforeseen product unavailability or other circumstances including but not limited to situations that are out of our control such as Force Majeure
- 9.3. If a booking form is no longer valid (validity is seven (7) days from the issue date) and the client makes a payment towards a booking after the seven (7) day period, FacepaintingCo will not be liable if the event date or hire items are no longer available.
- 9.4. FacepaintingCo is entitled to provide the date, hire items, design and styling, and other services to another client after the seven (7) day period from issue date of the booking form.
- 9.5. In the event that the date is no longer available, and the client has made payment, the client will be refunded the amount paid within 10 working days (on a pay run day).
- 9.6. Hire items including and not limited to props and styling cannot be changed or refunded once delivered unless it is faulty.

10. URGENT BOOKING REQUESTS

- 10.1. Any bookings made under 48 hours to the event day will incur a \$75.00 Turnaround Fee.

- 10.2. Any bookings made under 24 hours to the event day will incur a \$150.00 Turnaround fee.

- 10.3. If any urgent booking requests require graphic design services an additional graphic design fee of \$50.00 will apply to Clause 8.1 and 8.2.

- a. Urgent design production is subject to availability and will be advised at time of request/booking.

11. CONFIDENTIALITY

- 11.1. Any correspondence, documentation and information including and not limited to emails, quotes, design concept files, booking forms and invoices are all confidential between client (you) and FacepaintingCo (staff).

- 11.2. All confidential correspondence, documentation and information cannot be disclosed to any third party.

- 11.3. If any information is leaked or disclosed to any third party, it is a breach of contract.

12. FORCE MAJEURE

- 12.1. If the client has **cancelled** an event due to a natural disaster (fire, earthquake, flood), Government intervention, epidemic or pandemic, the client will be issued a credit note for consequential payments except the initial 50% deposit payment. FacepaintingCo will not be liable for any loss or damage suffered by the client as a result of any delays caused by such force majeure events.

- 12.2. If the client has **postponed** an event due to a natural disaster (fire, earthquake, flood), Government intervention, epidemic or pandemic, FacepaintingCo will work with the client on a new available date and transfer funds paid to the new postponed date.

- a. FacepaintingCo will not be liable for any loss or damage suffered by the client as a result of any delays caused by such force majeure events.

- b. The booking will be subject to review for the new date, refer to Clause 11.2 and 11.3

- c. In the event the client wishes to hold their booking and has for any reason delayed securing a new date and/or is considering a new event, a credit note will be issued.

- d. The Credit Note is not redeemable for cash

- e. The Credit Note is to be used within twelve (12) months of issue date

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f. The Credit Note is only valid for use for events with a value exceeding \$500.00

12.3. FacepaintingCo is not liable to guarantee a new booking date. If a new date is fully booked, FacepaintingCo will liaise with the client to reach a solution.

13. CHANGE OF DATE/TRANSFER OF DATE

13.1. A change of date, transfer of date or postponement is considered a new booking

13.2. All requests for date changes will be subject to a booking review

13.3. FacepaintingCo reserves the right to adjust pricing to reflect current market conditions and labour rates

13.4. Change of dates that are affected by Force Majeure, please also refer to Clause 10

14. CANCELLATION

14.1. Cancellation requests must be made in writing to info@facepaintingco.com.au with reference to your booking number, name and date

14.2. In the event that the client cancels a booking:

- a. FacepaintingCo will retain any deposit paid for the hire items and services; and
- b. If payment is not already made then the client will be responsible for any direct losses incurred or any losses that can be proven by FacepaintingCo in respect of such cancellations

14.3. Any cancellations made within thirty (30) days to your event date, all payments made will be forfeited.

14.4. Under no circumstances can a client cancel a booking or sale of goods or service that are special order once production has commenced. Special order includes and is not limited to permanent sale of goods, any custom made/build items including and not limited to backdrops, installations or signage.

15. REFUNDS

15.1. Any clients following an approved payment schedule/plan will be entitled to a refund of any payments made after the initial deposit and prior to the thirty (30) days before the event date.

15.2. Please allow up to ten (10) business days for any payments to be returned via Bank Transfer.

15.3. Any refunds with incorrect bank details will incur a surcharge provided from the bank in the event that payment is bounced back and the client will be invoiced to cover any and all bank fee charges

16. CHANGES, AMENDMENTS AND VARIATIONS

16.1. Any changes, deductions or reductions to the booking cannot be made within 30 days from the event date

- a. A refund or credit will not apply for any changes, deductions or reductions made within 30 days of the event
- b. A refund or credit will not apply for any changes, deductions or reductions on the day of the event

16.2. Increases will be accepted within 30 days of the date of the event and are subject to availability:

- a. Payment for any increases in numbers/quantities will be required within 24 (hours) of the invoice issue date
- b. Please refer to Clause 5.3 for payment methods.

16.3. Prices are subject to change in accordance with customisation of any of our items but not limited to, arts and crafts packages, character dress up.

16.4. FacepaintingCo reserves the right to invoice the client if additional items, for example extra arts and crafts equipment used, balloons etc at the time of service.

16.5. Any complimentary or discounted items included in the original quote are only inclusive if the client agrees to the original quote from the first issue date.

16.6. We reserve the right to remove any complimentary or discount offers should there be a request by the client to amend, revise or alter the first issued quote or booking form and charged at their full and current price

16.7. We reserve the right to amend labour rates and hire prices should there be a request by the client to amend, revise, or alter the original quote or booking form and charged at their full and current rates

16.8. A variation fee at the discretion of FacepaintingCo will be charged from \$30.00 per variation for any variation request including and not limited to variations to the original quote or booking form for design, style or event changes.

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- 16.9. Any requests for changes to the quote or booking, must be made in writing to info@facepaintingco.com.au with the booking reference number, name, event date and details of the changes being requested
- 16.10. Changes to the booking form can only be minor changes for example a character change
- 16.11. All requests for changes must be signed and approved FacepaintingCo and the hirer/client

17. DELIVERY, PICK UP AND LABOUR SURCHARGES

- 17.1. Minimum delivery charges to Sydney Metro for prop hire or party packages delivery is \$30.00.
- 17.2. Minimum pack down charges to Sydney Metro for Prop Hire is \$80.00
- 17.3. Additional charges will apply for longer set up periods, after hours/late night, early mornings, and/or further distances, more than one item being hired, for any jobs that may require onsite assembly/installation and for sites that are difficult to access
- 17.4. For bookings outside of Sydney metro including and not limited to Lithgow, Newcastle, Hunter Valley, Mudgee, Southern Highlands, Illawarra, Wollongong, North and South Coast, regional or remote NSW, and interstate jobs, an out of Sydney Metro Fee will apply. The fee will vary as it is calculated based on the door to door travel (kilometres) to complete the job each way
- 17.5. A preparation fee will be charged up to 8% of the overall hire order for any event or prop hire booking.
- 17.6. Any restrictions by your venue in terms of set up or pack down which will restrict our time or accessibility for styling, set up, pack down will increase the labour fee and may be subject to being added to the final payment 30 days prior to the event.
- 17.7. If access to any venue/address collection of hire items is difficult, and has not been disclosed by the hirer/client at time of enquiry a 10% surcharge (of the overall order) will be deducted from the bond and credit card will be charged.
- 17.8. Delivery, Styling and entertainment for any event prior to 8:00am will incur an

additional fee. The charges vary based on distance, additional team members needed and longer setup periods.

- 17.9. Staff members are allocated accordingly to each event to ensure smooth running of each event day.
- 17.10. For bookings outside of Sydney metro including and not limited to Lithgow, Newcastle, Hunter Valley, Mudgee, Southern Highlands, Illawarra, Wollongong, North and South Coast, regional or remote NSW, and interstate jobs, that require the accommodation of our staff additional fees will apply including and not limited to:
 - a. The price per room per night to accommodate our staff at the nearest hotel/motel at a minimum four (4) star rating will be charged. For the wellbeing of our staff it is essential that they are comfortable and are able to receive a good level of uninterrupted rest to perform at their best.
 - b. A meal and beverage allowance per staff member for each meal time during the travel period for Breakfast, Lunch and Dinner will also be charged at \$25.00 plus GST per staff member per meal

18. LIABILITY FOR VENUE RESTRICTIONS AND EVENT PLANNERS

- 18.1. FacepaintingCo may be required to comply with WHS requirements or other supplier information disclosure documentation as requested by the client's venue. We reserve the right to invoice our client for the administration time that meeting your venue's obligations may take at a rate of \$55.00 per hour
- 18.2. FacepaintingCo is not liable for any restrictions of our services made by your venue on the day of your event, i.e. draping, floral ceiling Installation, backdrops, tables, etc.
- 18.3. FacepaintingCo is not liable for any miscommunication/information that has not been reiterated or disclosed between FacepaintingCo & Event Planner to the client in question.

19. ACCURACY OF INFORMATION, DETAILS AND DESCRIPTIONS

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19.1. All correspondence, quotes, and booking documentation are prepared, itemised and described to the best of our abilities and using the information available to us at the time. Care is taken to ensure that this information is correct, but we cannot eliminate the possibility of:

- a. Human error in the entry of information,
- b. Incorrect information provided to us by clients, venues, suppliers or distributors,
- c. Failure of clients, venues, suppliers or distributors to supply updated and accurate information, details, or measurements.

19.2. We reserve the right to change any information including but not limited to pricing, specifications, descriptions, or product names without notice.

20. LOSS AND DRY HIRE DAMAGES

20.1. The hirer must provide proof of identity and must disclose the damaged or missing location of where the items will be kept whilst on hire. All items will be inspected prior to hire and will be inspected upon return/pickup.

20.2. Any items not returned, due to being lost, stolen, damaged or broken beyond repair will be charged to the hirer at the full retail price.

20.3. Decorations and equipment are not to be moved by the hirer, people or venue staff other than FacepaintingCo staff, unless notified and prior written agreement is obtained by management of FacepaintingCo.

20.4. The client will be responsible for any damages in the event of movement by anyone else other than FacepaintingCo staff and charged at full replacement cost of the item

21. HIRE ITEMS

21.1. Photographs may be taken of the setup by FacepaintingCo or yourselves and used on our social media

21.2. Any hire items that are returned late will incur a late fee to the value of an additional day hire for each item

21.3. All equipment, furniture, décor, props, other items and any other property of FacepaintingCo remains the property of FacepaintingCo.

21.4. Items should be hired and used for their intended purpose, FacepaintingCo will not be

held responsible or liable for incorrectly chosen hire items

21.5. Hirers will make good of any costs associated with loss, damage or replacements of items, equipment, furniture, décor, props and any other property of FacepaintingCo as a result of their hire, use and activities.

21.6. The Hirer shall keep FacepaintingCo indemnified from and against all damages, costs, charges, and expenses incurred, in consequence of such damage; including but not limited to:

- a. Any costs incurred by FacepaintingCo in repairing or making good any damage so caused and.
- b. All costs losses damages and expenses of any kind howsoever arising out of the postponement or cancellation of agreed use or any other concurrent or subsequent uses that FacepaintingCo may have agreed with another hirer

22. LIABILITY FOR DAMAGES AND PERSONAL AND INJURY

22.1. FacepaintingCo is not liable for any injuries or accidents due to breakages/mishaps whilst props are in your care

22.2. FacepaintingCo is not liable for any injuries, damages or mishaps for any purchases that have been custom made to client specifications once in the possession of the purchaser

22.3. All hired items remain the property of FacepaintingCo and the hirer must adhere to all terms and conditions.

23. BAD WEATHER

23.1. In the event of bad weather (e.g., hail, rain, lighting, thunderstorm, wind) FacepaintingCo will move to the client's alternative location when provided:

- a. A minimum of 4hrs notice prior to the ceremony or event time. FacepaintingCo will do their best to accommodate any reasonable requests but will not be responsible for anything that is out of our control or that does not go to plan.
- b. If the client decides to proceed with the ceremony or event in wet weather, FacepaintingCo has a duty of care and the right to refuse roll out of carpets or assembly of equipment where the risk has

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been assessed as detrimental to the condition of the equipment or unsafe for guests or unsafe for the staff of FacepaintingCo

- c. If the wet weather location is difficult to access, a surcharge may be applied. If the client cancels due to wet weather, the client will not be entitled to a refund and all monies paid will be forfeited.

23.2. Should the client decide to move location after set-up has commenced, a minimum relocation fee of \$50.00 may be charged.

23.3. FacepaintingCo is not responsible for any delays in the set up and pack down.

23.4. If a prop/s cannot be used in an alternate location, FacepaintingCo is not liable to provide a refund for items not used

24. RUBBISH REMOVAL

24.1. FacepaintingCo will not be responsible for the removal of rubbish left from the event unless a clean-up service was booked and requested in writing.

25. COPYRIGHT

25.1. All information provided by FacepaintingCo, or photos taken of our styling and services may not be used by the client or their guests or its other service providers for commercial purposes unless prior written consent is given.

25.2. Under no circumstances shall the Event Designer, Artists or Stylists works, paintings, balloon art, designs or other property be recorded, videoed, photographed or copied by any means including camera, mobile phone, video camera, scanner or other device/s. Photos or recordings are not permitted during consultations.

25.3. Under no circumstances shall the Event Designer, Stylists, Artists works, sketches, paintings, balloon art, designs or other property be given to a third party, included, but not limited to mood boards and quotes.

25.4. In the event that an image, video recording or other item surfaces online and/or social media or given to a third party without written permission and given consent by FacepaintingCo will in the first instance seek to have the material removed and secondly can exercise their right to take legal action.

26. EXCLUSIONS AND LIMITATIONS

26.1. FacepaintingCo may make certain recommendations to you or provide you with advise. Any such recommendation or advice is purely a suggestion; the ultimate decision lies with the client.

26.2. Our Senior Event planner may make slight changes to your styling on your event date to provide a better outcome

26.3. All bookings/orders made with FacepaintingCo are non-exclusive

26.4. FacepaintingCo reserves the right to outsource work as and when required

26.5. Should you require an exclusivity arrangement, please disclose this at time of enquiry

Public Occasion/Promotional Christmas/New Year Break	Holidays, Dates	Special &
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26.6. Mother's Day, Father's Day, Valentine's Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day and all gazetted Public Holidays will incur an additional surcharge of 20% on the order

26.7. An additional 20% surcharge will be incurred if an event is during FacepaintingCo Christmas to New Year Break.

27. AMENDMENTS TO THE TERMS AND CONDITIONS

27.1. FacepaintingCo reserves the right at any time without notice, to modify these terms and conditions to suit the changing business needs and evolving market conditions. As soon as the changes are posted and visible on the FacepaintingCo website the amended terms and conditions are in effect.

27.2. It is the responsibility of the customer to regularly review the terms and conditions outlined on the FacepaintingCo website

27.3. Any proposed variation to these Terms and Conditions by the Customer must be requested in writing. FacepaintingCo may refuse any such request without providing reasons either verbally or in writing.