



## Destination Wedding Terms and Conditions.

### The Parties

The party identified as the "client" in this Agreement (**Client**) enters this agreement in favour of Easy Weddings Pty Ltd (ACN 122 297 858) of 18 Miles Street, Mulgrave, VIC (**Easy Weddings**) on the date these terms and conditions are agreed.

### Definitions

**Site:** The website located at <https://www.easyweddings.com.au>

**Easy Weddings:** Officers, employees, agents, or representatives of Easy Weddings.

**Customer/Client:** A person using the Services for the purpose of a Destination Wedding/Event.

**Venue/Service Provider:** The Venue/Hotel or company who may provide, hire, venue or let goods or services to a Customer for an event.

### Background

- i. Easy Weddings is proud to offer "Easy Weddings Destination Wedding Packages" to couples comprising the venues and supplier services stated in their quotation.
- ii. The Client would like to purchase the Easy Weddings Destination Wedding Package as set out in their quotation

### Operative Terms of this Agreement

The following disclaimer outlines important information regarding the rates and services provided by our Destination weddings site. All rates on the website are a guide only and full pricing will be provided in a written quotation after your consultation with our Destination Weddings team. Please carefully read and understand the terms and conditions outlined below before proceeding with any transactions or bookings.

#### 1. Client Booking

- a. On receipt of payment of the booking fee of AUD\$500. Easy Weddings will confirm your (Hotel/Venue) on your preferred event date subject to the provisions of this agreement.
- b. From the time that the AUD\$500. Booking Fee is Paid to Easy Weddings the Client will have a "cooling off" period of seven (7) days during which the Client may elect to cancel their booking without needing to provide Easy Weddings with a reason.

#### 2. Pricing and Inclusions:

- a. Following receipt of the Booking Fee and after the seven (7) days cooling off period, Easy Weddings will provide the Client with confirmation of their venue on the requested date or offer an alternative date.
- b. After consulting with the EW Destination Wedding consultant and prior to the first installment payment, if the Client is not satisfied with any of the suggested suppliers, Easy Weddings will provide an alternative suggestion for consideration.
- c. Easy Weddings will coordinate meetings between the client and the wedding coordinator at the venue and with all other suppliers. Some suppliers may request the clients to agree to the suppliers terms and conditions for the event.
- d. Supplier Guarantee -Easy Weddings Guarantees If, for any reason, the supplier is required to withdraw its services from the Wedding Package, Easy Weddings will appoint a suitable replacement.

### 3. Standard of the suppliers

- a. Easy Weddings will liaise with your Venue to arrange that each of your suppliers provides its services in a manner which, as a minimum, achieves the “Minimum Standard of Service” applicable to that supplier.
- b. If any supplier notifies Easy Weddings or the Client that they are unable to provide their service more than 7 days prior to the event Easy Weddings will use its best efforts to find a suitable replacement.
- c. While Easy Weddings takes great care in ensuring that each of the suppliers that we recommend and include in the package are of the very highest quality and capable of providing the relevant services, Easy Weddings does not control and is not responsible for the suppliers or their provision of their services.

### 4. Booking Confirmation and Payment:

- a. The Client must pay the booking deposit and all instalment payments to Easy Weddings in accordance with the payment schedule as outlined below:

***If the wedding is confirmed more than 13 months in Advance.***

| Payment Schedule                | Payment Amounts                                    | Payment description        |
|---------------------------------|--|----------------------------|
| Venue date to be booked         | \$500 deposit<br>(Non refundable)                  | Event Confirmation request |
| 7 days after event confirmation | 25% of total event                                 | 1st instalment             |
| 13 months prior to event date   | 25% of total event                                 | 2nd instalment             |
| 7 months prior to event date    | 25% of total event                                 | 3rd instalment             |
| 90 days prior to event date     | 25% of total event<br>(Less \$500 initial deposit) | Final payment              |

***If the wedding is booked less than 13 months in Advance***

| Payment Schedule                | Payment Amounts                                    | Payment description        |
|---------------------------------|--|----------------------------|
| Venue date to be booked         | \$500 deposit<br>( Non refundable)                 | Event confirmation request |
| 7 days after event confirmation | 25% of total event                                 | 1st instalment             |
| 7 months prior to event date    | 50% of total event                                 | 2nd instalment             |
| 90 days prior to event date     | 25% of total event<br>(Less \$500 initial deposit) | Final payment              |

- b. Failure to complete all payments within the specified timeframe may result in the cancellation of your booking. We encourage you to review our cancellation and refund policies in your quotation for further information.
- c. Easy Weddings will supply the Client invoices advising of all payment amounts and installment dates.
- d. No payments are to be made by the client directly to the venue or suppliers for the event. All amendments or additions for the event will be communicated to Easy Weddings in writing. (Exception clause 4(f) if required)



- e. The rates in your quotation are quoted in AUD based on the XE.com rate of the day at time of booking. In the event that the currency conversion rates differ more than 5% prior to the final payment an adjustment will be made to the payment schedule to reflect the change.
- f. Some venues may require a fully refundable security bond, if applicable the bond will be paid directly to the venue.

## 5. Cancellations

- a. Should the Client wish to postpone the event at any stage, Easy Weddings reserves the right to apply the standard cancellation policy and will address each request (on a case by case basis). A change of date may change the quotation and rates for the event.
- b. In the event of the unthinkable happening and the Client needing to cancel the event, Easy Weddings will consider the Client's cancellation request on its merits. Special consideration will be applied by Easy Weddings to those Client's seeking cancellation due to circumstances beyond their control. It is recommended that Wedding Insurance and travel insurance is purchased to assist with any financial loss in these circumstances.
- c. If the Client seeks to cancel their event, the Client (being the person who agreed to these terms and conditions) must contact Easy Weddings via email [destinationweddings@easyweddings.com.au](mailto:destinationweddings@easyweddings.com.au) providing comprehensive details of why the Client is seeking such cancellation.
- d. The Parties acknowledge and agree that, unless otherwise waived by Easy Weddings (in its sole discretion), if the event is cancelled at any time following the expiration of the "cooling off" period contemplated by clause 1.(b), Easy Weddings will be entitled to retain all payments already paid by the Client to Easy Weddings as compensation for the cancellation:
- e. For the avoidance of doubt, clause 5(d) applies both to circumstances where the Client cancels an event and where Easy Weddings cancels an event pursuant to clauses 4(b).
- f. Where Easy Weddings has provided formal notice to a venue or supplier that the Client is unlikely to pay, the supplier may immediately elect to cancel under its contract.
- g. Minimum payment for the package is based on your booked number of guests. No refunds will be provided should your guest numbers decrease after the final payment date.
- h. Cancellation schedule is as follows:

### Cancellation timeline & penalty

- More than 13 months prior to the event - 25% cancellation penalty of event
- Between 7 - 13 months prior to event - 50% cancellation penalty of event
- Between 3 - 7 months prior to event - 75% cancellation penalty of event
- Less than 90 days prior to event date - 100% cancellation penalty of event

## 6. Damage, Liability and Indemnity

- a. Easy Weddings requires that all venues and suppliers hold and maintain appropriate insurance coverage. We do not assume liability for any loss, damage, injury, or inconvenience arising from the provision of services or use of any items included in the Destination Wedding packages. Clients are advised to carefully review all the inclusions and consider obtaining appropriate insurance coverage to mitigate potential risks.
- b. By using our services to make a reservation for your Destination Wedding, you agree to indemnify Easy Weddings Pty Ltd and its affiliates, directors, employees and agents harmless from any claims, demands, or liabilities arising out of your booking, or use of the services provided including without limitation, expenses, judgments settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss or damage arising or resulting from Easy Weddings actions under this agreement. Where prohibited by law, this indemnification does not include indemnification of Easy Weddings against a claim by the negligence or fault of Easy Weddings.



- c. The Client acknowledges and agrees that should it or any of its guests or property suffer any damage, cost, loss or liability as a result of the provision of any services (or failure to provide services) by any of the suppliers, the Client will hold Easy Weddings harmless and will only pursue the relevant supplier for any remedy, cost, recompense or otherwise. The Client agrees that it will not pursue Easy Weddings for any failure that is attributable to any venue/service provider.

## 7. Complaints

- a. The Client must notify Easy Weddings of any complaints that the Client may have about any of the service providers as soon as possible following the relevant event leading to the complaint arising. It is the clients responsibility to ensure all relevant information requested. Easy Weddings will respond to and endeavour to resolve all complaints as expeditiously as possible.
- b. In the case of a dispute, Easy Weddings will act as a mediator between the parties, however Easy Weddings cannot be held responsible for the outcomes reached between the client and the service provider.

## 8. General

- a. Entire agreement and understanding

In respect of the subject matter of this agreement: this agreement contains the entire understanding between the parties; all previous oral and written communications, representations, warranties or commitments are superseded by this agreement and do not affect the interpretation or meaning of this agreement; and the Client has relied entirely on its own enquiries before entering into this agreement.

- b. Governing law and Jurisdiction

This agreement is governed by the laws of Victoria and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts operating in Victoria.

- c. Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from the Deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

**By proceeding with the use of our website and making a booking request, you acknowledge that you have read, understood, and agreed to the above terms and conditions regarding your booking request and the invoice provided by your Easy Wedding Destination Wedding specialist.**