

Craft and Canvas Terms and Conditions1. General Overview

1.1. **Craft and Canvas** provides mobile paint or craft lessons, parties, and events tailored to customers' preferences. By booking an event with us, you "the customer" agree to abide by the terms and conditions outlined in this document.

1.2. Craft and Canvas operates as a sole trader, and these terms apply to all services provided unless otherwise agreed upon in writing.

2. Booking and Payment

2.1. A 50% non-refundable deposit is required at the time of booking to secure your event date. The remaining 50% must be paid no later than two 2 weeks before the scheduled event unless otherwise agreed between both parties in writing.

2.2. If full payment is not received by the due date of the event, **Craft and Canvas** reserves the right to cancel the event. Any cancellation due to non-payment will forfeit your deposit unless a different arrangement has been discussed and agreed upon in writing by both parties.

2.3. Payments can be made via bank transfer, credit card, or any other method agreed upon at the time of booking.

3. Cancellations and Refunds

3.1. A 50% deposit is required at the time of booking. This deposit is refundable within 48 hours of booking. After 48 hours, the deposit becomes non-refundable.

3.2. Changes to the event, including adding or removing aspects of the booking, can be accommodated, provided that such changes are agreed upon by **Craft and Canvas**. However, the 50% deposit paid at the time of booking remains non-refundable, even if the scope of the event is reduced. The final cost of the event will be adjusted according to the changes made, and any additional costs will be communicated and agreed upon prior to the event.

3.3. Cancellations made more than two 2 weeks before the event will be eligible for a refund of any amount paid over the 50% deposit. Cancellations made within two 2 weeks of the event will not qualify for a refund unless otherwise agreed by Craft and Canvas in writing.

3.4. In the unlikely event that **Craft and Canvas** needs to cancel or reschedule an event, a full refund will be provided, or an alternative date will be offered.

4. Travel and Set-Up

4.1. **Craft and Canvas** provides mobile services and will travel to the location specified by the customer within a 30km radius of Alexander Heights, Perth.

4.2. We require a minimum of 45 minutes for setup before the event start time. Please ensure that the space is available and accessible during this time.

4.3. The customer is responsible for providing a suitable space for the event, including adequate lighting, seating, and protection of the area from paint spills and stains.



4.4. Travel within 30km of Alexander Heights is included in the cost of your event. Any additional travel beyond this distance will incur extra fees to cover travel costs. These fees will be agreed upon and communicated to the customer before confirming the booking.

5. Liability and Responsibility

5.1. **Craft and Canvas** takes all reasonable precautions to avoid damage to property during the event. However, the customer acknowledges that paint and art supplies can sometimes cause stains or damage. **Craft and Canvas** is not responsible for any damage or stains to property, furniture, or belongings during the session. The customer assumes full responsibility for their property and any cleanup required afterward.

5.2. The customer is liable for any intentional damage or breakage to **Craft and Canvas** supplies or equipment during the event. In the event of such damage or breakage, the customer will be required to cover the cost of repair or replacement.

5.3. Craft and Canvas is not liable for any injuries sustained by participants during the event.

6. Client Responsibilities

6.1. The client is responsible for ensuring that all participants adhere to the instructions and guidelines provided by **Craft and Canvas** during the event.

6.2. The client must inform **Craft and Canvas** of any allergies, sensitivities, or special requirements of participants before the event.

7. Event Changes and Rescheduling

7.1. If the client needs to change the event date or location, **Craft and Canvas** will make reasonable efforts to accommodate the request, subject to availability. Additional fees may apply depending on the nature of the changes.

7.2. Rescheduling requests made less than two 2 weeks before the event may result in the loss of the deposit, unless otherwise agreed upon.

8. Privacy and Data Protection

8.1. **Craft and Canvas** collects and processes personal data provided by the client for the purpose of managing and delivering the event.

8.2. **Craft and Canvas** will not share client information with third parties without prior consent, except where required by law.

8.3. The client agrees that **Craft and Canvas** may take photographs during the event and use these photos on our social media platforms and website for promotional purposes, unless the client explicitly requests otherwise in writing.

8.4. **Craft and Canvas** will not use images of children under the age of 16 without obtaining prior consent from their parents or guardians. If consent is not provided, we will ensure that these images are not shared or used in any promotional materials.



9. Children and Minors

9.1. For events involving children, the client is responsible for ensuring that minors are supervised by a responsible adult at all times.

9.2. Craft and Canvas is not responsible for the behaviour or safety of minors during the event.

10. Subcontracting and Third Parties

10.1. **Craft and Canvas** reserves the right to subcontract any part of the services provided, where necessary, while ensuring that the subcontractors meet the standards required to deliver the event.

11. Limitations of Liability

11.1. Except in cases of gross negligence or intentional misconduct, **Craft and Canvas**'s liability for any claim arising from the event shall be limited to the amount paid by the client for the services.

11.2. **Craft and Canvas** is not liable for indirect, incidental, or consequential damages arising from the event, including but not limited to loss of profit, revenue, or data.

12. Force Majeure

12.1. **Craft and Canvas** is not liable for any failure to perform its obligations under these terms due to events beyond its reasonable control, including but not limited to acts of God, war, strikes, pandemics, or other unforeseen circumstances.

13. Governing Law

13.1. These terms and conditions are governed by and construed in accordance with the laws of Western Australia.

14. Amendments

14.1. **Craft and Canvas** reserves the right to amend these terms and conditions at any time. Any changes will be communicated to the client and will apply to future bookings.

By booking an event with Craft and Canvas, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.



Contact Information

Craft and Canvas

- **Phone:** +61 450 422 151
- Email: craftandcanvas@hotmail.com
- Website: <u>www.craftandcanvas.com.au</u>

Business Information

ABN: 19 592 935 452

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Australia.

Last Updated

Date: 08th August 2024