

SA Wedding Décor

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www.saweddingdecor.co.za

Private & Confidential

FULL NAME OF COMPANY / PERSON RESPONSIBLE FOR PAYMENT

Registration/ Identity number

("The Client")

ONCE-OFF	WEDDING / EVENT DATE _____
	WEDDING / EVENT VENUE _____
ALTERNATIVELY IF THE CLIENT IS AN ON-GOING-CLIENT OR HAS MORE THAN ONE WEDDING/EVENT, THIS AGREEMENT IS VALID FOR A PERIOD OF _____ FROM _____ TO _____.	
In this instance the date and venue then needs to be forwarded to SA Wedding Décor 60 days before the event by way of fax or e-mail and SA Wedding Décor needs to confirm receipt of the date and venue by way of fax or e-mail.	

STANDARD TERMS & CONDITIONS

1. CONFIRMATION:

- 1.1 The products and services included in this proposal can only be reserved on our receipt of a signed quote and our subsequent issuing an invoice.
- 1.2 Payment of deposit constitutes acceptance of terms and conditions, even if terms and conditions have not been signed and thus the terms and conditions will be binding once payment is made or terms are signed, whichever happens first.
- 1.3 The terms and conditions are deemed to be read and understood by the hirer on confirmation.

2. GOODS ON HIRE:

- 2.1 All props, equipment and décor are the property of SA Wedding Décor and they may not be kept or sold.
- 2.2 The prices quoted are for rental purposes unless clearly indicated "sale" and this includes candles and all vases and containers that are used to house flowers.
- 2.3 No goods will be reserved until the agreed deposit has been paid, nor will setup for a function commence unless a signed copy of the contract as well as full payment for hire and holding deposit has been received.

3. RENTAL PERIOD:

- 3.1 All goods hired are only guaranteed for the actual day of the event. Whilst we will try and accommodate special requirements for early delivery, we reserve the right to alter delivery and clearing times. Late returns will be subject to additional daily return charges.

4. POSTPONEMENTS

- 4.1 Should the wedding / event be postponed then the postponement must be advised in writing at least 30 days in advance, and needs to be rebooked for no later than 60 days after the original date in the same area.
- 4.2 90% of the total wedding cost will then be carried forward and used towards the new date.
- 4.3 A 10% handling fee of the total amount will be deducted for the postponement.
- 4.4 Should the wedding be postponed within 30 days of the event and/or to a new date more than 60 days after the original date then no refund will be due and full payment will be required.

5. SUBSTITUTION:

- 5.1 Market conditions may require that SA Wedding Décor make substitutions to ensure the highest quality possible of equal value within the price quoted.
- 5.2 SA Wedding Décor reserves the right to artistic license in design.

- 5.3 Linen materials may not always be consistent as batch materials differ.
- 5.4 With our large and numerous linen orders the suppliers may not always be able to provide the exact materials ordered. If this is the case then we will provide linen that is very similar.

6. FINAL CONFIRMATION:

- 6.1 We require confirmation on final numbers 30 days prior to the function. Our final preparation will be based on this quantity.
- 6.2 No reduction in numbers will be accepted less than 30 days prior to the function.
- 6.3 Late confirmation on new manufactured items and printing will be subject to penalty charges. We will try to accommodate late additions to orders / additional numbers if possible but this may not always be possible.
- 6.4 Transport, overtime and any other additional costs incurred when a client has short ordered stock will be deducted from the holding deposit.
- 6.5 Should SA Wedding Décor need to deliver additional items once the main delivery is complete then a fee of no less than R500 will be charged for the delivery.
- 6.6 Any items hired but not used will be charged for in full.

7. CRITICAL TIMES:

- 7.1 Please carefully check the times of delivery, set-up and clearing on your quotation. There will be a surcharge for after hour's set-up and clearing. After hours charges apply for setups after 12:00 on a Saturday / anytime on a Sunday or public holiday, and/or before 08:30 on a week day. Setup / breakdowns after 16h00 on a weekday also count as afterhours.
- 7.2 Afterhours charges also apply to setups that need to commence before 08:00 in the morning or that will end after 17:00 in the evenings.
- 7.3 This also applies to breakdowns directly after an evening function.
- 7.4 Should you book an after hours breakdown you will need to give a definite time for our staff to be there.
- 7.5 A grace period of 30 minutes will be allowed, but should our staff need to wait longer than this for the event to end then an additional waiting fee of R1000 per hour will be charged, billed from the time that the breakdown was booked for.
- 7.6 When SA Wedding Décor is required to collect their goods at an agreed time and these items are not available at that time, or cannot be located then an additional collection fee will be levied for an SA Wedding Décor representative to return at a later time.

8. PAYMENT:

- 8.1 A 50% non-refundable deposit for hiring orders (smaller orders with a total cost of R10 000 or less) is required on confirmation and will be invoiced on receipt of the signed and accepted quotation. For larger orders (R10 001 and over) a securing deposit of R5 000 will be needed to secure the order. This is also non-refundable. Should a large

order include custom or subhire items then the deposit will be increased to 50% of the value of the event.

- 8.2 For any orders where we need to sub-hire on your behalf or where we are manufacturing or buying in stock specifically for your wedding, we will provide you with a specific payment schedule.
- 8.3 Please enquire about making arrangement for monthly payments leading up to your event.
- 8.4 Once payment has been made then a copy of the transaction needs to be e-mailed or faxed to us as soon as possible.
- 8.5 The balance is required prior to the event and will be invoiced on final numbers 30 working days prior to function.
- 8.6 Full payment is therefore due 30 days prior to the event. Should an event be confirmed less than 30 days prior to the actual event, immediate full pre-payment will be required. Proof of payment to be faxed through to the account manager you are dealing with.
- 8.7 No refunds or credits will be entertained within 30 days of an event.
- 8.8 Bank details: SA Wedding Décor, Nedbank current account, account # 1014970482, branch 128605, Western Gauteng.
- 8.9 Payment can be made by cheque, cash or electronic transfer. Cheque payments will only be accepted 7 or more working days prior to an event.
- 8.10 Cash deposits will incur bank charges and these charges will be for the clients account.
- 8.11 Credit card facilities are available at the Northlands Deco Park showroom.
- 8.12 Our annual price increase will occur on 01 October each year.

9. CANCELLATION:

9.1 Cancellations must be received in writing. The following charges apply:

- after confirmation 50%
- 60 days prior to event 75%
- 30 days prior to event 100%

Charges are percentages of the total function cost.

These fees will be due even if the deposit that has been paid is less than this amount.

10. VENUE ARRANGEMENTS

- 10.1 It is the hirer's responsibility to make suitable arrangements with the venue to have it open, clean and set up for SA Wedding Décor to set up at the agreed time.
- 10.2 The venue (tables/ chairs etc) must be setup for the SA Wedding Décor setup to occur.
- 10.3 If this is not the case and SA Wedding Décor need to unstack, or move and arrange tables and chairs or any other items that are not the property of SA Wedding Decor then we will charge for this.
- 10.4 If SA Wedding Décor has to wait for the venue to set up then overtime will be charged.

- 10.5 All venue hire charges (charged to you by the venue) for early set up or additional venue hire charges for early setup or late breakdown will be for the clients account.
- 10.6 Should the client not want to pay after-hours fees for SA Wedding Décor to break down Immediately after an event then the additional day's venue hire or storage (possibly charged by the venue) for breakdown / storage / clearing of items by the venue will be for the clients account.
- 10.7 If no breakdown or afterhours clearing is booked with SA Wedding Décor then it is your responsibility to make adequate arrangements for the items to be cleared and stored safely and carefully. Please note that the items remain your responsibility until collection and any losses or damages that occur before we collect will be for your account.
- 10.8 If the event is to happen in a marquee then the marquee needs to be set up at least two days in advance in order for the draping and set up to be completed timeously.
- 10.9 SA Wedding Décor takes no responsibility for equipment or property belonging to any other person, whether or not SA Wedding Décor is required to access or operate such equipment in the course of setting up, taking down or during an event.
- 10.10 Should the client not attend to adequate arrangements for the set up of an event, SA Wedding Décor will not be held responsible for any delays caused.
- 10.11 SA Wedding Décor can also not be held responsible if they are not able to provide a setup team at a later time than that agreed to in advance.
- 10.12 In this instance the client may have to make alternative arrangements for setup and no refund for setup fees will be given.
- 10.13 It will then also be the responsibility of the client if this leads to any losses or damages, as SA Wedding Décor will not take responsibility for this.
- 10.14 Should the client feel that a third party (such as venue staff) are responsible for losses then this is to be handled by the client with the third party directly. Under no circumstances will SA Wedding Décor liaise with a third party regarding the payment of losses. Payment for losses and damages is to be made by the client directly and then handled between the client and third party later.
- 10.15 The client is fully responsible for losses and damages.

11. CREATIVE PROPERTY:

- 11.1 All designs and concepts detailed in the proposal have been developed by SA Wedding Décor and are considered to be of a proprietary nature.
- 11.2 These ideas and concepts remain the property of SA Wedding Décor. Should you wish to utilize any of the concepts and ideas in the proposal without retaining the services of SA Wedding Décor, a creative consultancy fee will be charged.
- 11.3 The proposal presented remains the property of SA Wedding Décor.
- 11.4 No photographs may be taken of any design / mock set up until a deposit has been paid.

12. AUTHORITY AND ACCEPTANCE:

- 12.1 The parties whose signatures are affixed below agree to accept the terms and conditions stated with this agreement and warrant that the undersigned person/s is/are the authorized and appointed agents.
- 12.2 A copy of the client's identification document will be required on confirmation of order should this be for anyone other than a company, which includes brides, grooms, private individuals for birthdays and so on.
- 12.3 The most recent quote supercedes all previous quotes and only the items on the latest quote will be delivered.

13. PAYMENT OF DAMAGES /LOSSES

- 13.1 All damages and losses must be paid within a period of 15 days after invoice. If losses are not paid within a period of 15 days any unpaid accounts will be handed over for BLACK LISTING.
- 13.2 Should the payment of losses not be made with 15 days then the client will be charged for additional rentals as well as the losses due to loss of revenue during the time that it takes for the items to be replaced.
- 13.3 Payment for damages will be deducted from the holding deposit.
- 13.4 Additional monies due are to be paid within 15 days.
- 13.5 It is the client's responsibility to request the cost for replacement charges in advance if this is required.
- 13.6 Inspection of damaged items by the client must be conducted at the premises of SA Wedding Décor. Should this not be possible and the client requires that the items are delivered to other premises for inspection then a delivery fee will be charged.

14. CLEANING AND PACKAGING

- 14.1 All equipment hired from SA Wedding Décor or collected/delivered without SA Wedding Décor being part of the set-up must be returned in its original condition and packaging.
- 14.2 If equipment is not returned in its original packaging, or if it is not found packed in its original packaging when collected by us a fee for packaging may be charged to replace the original packaging.
- 14.3 Should the items not be packaged correctly by the client and any damage is caused due to this, including during transport by SA Wedding Décor, then the cost for this will be the responsibility of the client.
- 14.4 Should SA Wedding Décor feel that the original packaging is not available for purchase then they hold the right to return the hired items to the client and charge full replacement value for them, so that new stock can be purchased with original packaging.
- 14.5 Should items be cleared and packed without its original packaging resulting in scratching or damages then full replacement fee will be charged.
- 14.6 It is the responsibility of the client to communicate all these requirements to a third party (such as venue) staff that will be setting up or clearing the items.

- 14.7 Cutlery, crockery and glasses must be returned clean or else a cleaning charge will apply.
- 14.8 Damages that result from cleaning by the client will be for the clients account.
- 14.9 Linen and hired items (excluding cutlery and crockery) with acceptable amounts of dirt are cleaned and washed by SA Wedding Décor staff after the event. If the items are in a condition that requires SA Wedding Décor to outsource the cleaning then additional cleaning fees will be charged to the client.
- 14.10 It is the responsibility of the client to ensure that wet linen is hung out to dry before returning to us to avoid any mould growth. We reserve the right to charge full replacement fees for any items that are returned to us with mould on them. Should we attempt to remove the mould by special cleaning methods then additional cleaning fees per item will be charged accordingly.

15 HOLDING DEPOSIT:

- 15.1 A holding deposit equal to 15% of the total order, and no less than R1000 will be charged and payable 30 days prior to the event.
- 15.2 This deposit will be used towards losses, damages and late returns.
- 15.3 The replacement cost for any damaged, lost or stolen equipment will be deducted from the holding deposit. Any late returns will also be charged for an additional hire.
- 15.4 Overtime will also be deducted if necessary.
- 15.5 No cheques will be accepted for holding deposits – only payment by cash or internet transfer will be accepted.
- 15.6 If cash is deposited into our account for this purpose then a 1% handling fee will be levied.
- 15.7 If the order is placed too late for the money to reflect in our bank in time then cash will be the only form of payment accepted.
- 15.8 If the losses charge is greater than the holding deposit then the client will be liable to pay the losses over and above the holding deposit. The holding deposit will be refunded within 14 days of the event if no damages or losses have been incurred.
- 15.9 Cash received for damages must be collected by the client. Details of damages will be available from 3 working days after the event. In cases where damage cannot be confirmed due to the items being very dirty then the damage report may only be available later than that once items have been cleaned to ascertain damage. Damaged items are not stored and are destroyed within 7 days of the function.

16 RESPONSIBILITY OF CLIENT

- 16.1 All equipment will be the responsibility of the client from the time that the function set-up is completed to the time of collection, in the case where SA Wedding Décor sets up the decor.

- 16.2 The hirer needs to check the quality and quantity of stock on collection if collecting from our premises, or after setup / during delivery if SA Wedding Décor is setting up / delivering.
- 16.3 If goods are delivered by us it is the responsibility of the client to check the goods and advise us in writing if there are any damages before the event commences.
- 16.4 No claims will be accepted after the goods have been collected from us, delivered by us or after we have set up the function, whichever is relevant, after completion of the function.
- 16.5 Collections made by us from the venue will normally happen between 06:00 and 12:00 in the mornings and clients are welcome to meet us at the time that we will be there.
- 16.6 If this is required then arrangements need to be made with us in advance. We will not wait for clients who are not at the venue at the agreed time. If clients do not arrive to inspect the goods for damages or losses then no queries on damages will be entertained.

17 WAX

- 17.1 Coloured candle wax does not wash out of linen. We therefore suggest using only white candles.
- 17.2 Should you decide to use coloured candles please keep in mind that if the wax gets onto any of the linen you will be charged full replacement charge for that item.
- 17.3 Some materials will also be damaged by white wax and it is therefore the client's responsibility to ensure that no wax gets onto our linen.
- 17.4 Coloured streamers, incense, sparklers and paper confetti will also permanently damage linen and you are therefore urged to refrain from using such items.

18 CONFIRMATION INFORMATION:

PLEASE NOTE THAT ALL CONFIRMED EVENTS / HIRED STOCK WILL NEED TO HAVE THE FOLLOWING FAXED / E-MAILED TO THE ACCOUNT MANAGER YOU ARE DEALING WITH.

- 18.1 Signed proposal (All Pages)
- 18.2 Completed Terms and Conditions with every page signed
- 18.3 Copy of ID document for private clients (anyone other than companies)
- 18.4 Copy of proof of residence (not older than 2 months old)
- 18.5 Signed suretyship if required by SA Wedding Decor
- 18.6 Copy of Company Registration Documents for All Companies
- 18.7 All information regarding the event set-up / collection dates and times completed in necessary spaces provided. (see below)
- 18.8 Proof of payment (banking details found on bottom of quotations and invoices).
- 18.9 Quotation / Order / Invoice Number to be used as reference upon making payment.
AMANDA – amanda@saweddingdecor.co.za

19 SECURITY

- 19.1 It is the client's responsibility to provide sufficient on-site security before, during and after the event to avoid any losses.

19.2 For outdoor functions / functions taking place in a non secured venue (marquee's) security is to be provided for the safeguard of the stock.

20. LEGAL FEES

20.1 The hirer shall be liable for any legal and admin fees that are accumulated over and above the monies owed to SA Wedding Décor.

21. WEATHER CONDITIONS

21.1 Should there be adverse weather conditions such as rain which could, in SA Wedding Décor's sole discretion, result in damage to the stock, the stock cannot be operated. Should the client insist on the stock being operated, the client will be liable for any damages.

White and cream carpets may not be used outdoors if there has been / is / can be any bad weather or mud at the area. Should you not use any item due to bad weather you will still be liable for payment of the rental of the item.

Should the event be cancelled due to adverse weather conditions, full fees will still be due to SA Wedding Decor.

It is the client's responsibility to arrange a bad weather back-up venue.

22. ACCOMODATION AND MEALS

22.1 Accommodation (one bed per crew-member) is to be provided at the clients cost where it is necessary for the crew to stay overnight. Managers are to be accommodated in single accommodation. All meals (three per day) and refreshments are to be provided by the client for stay-over type events. Should a setup be scheduled to take longer than 4 hours then meals as well as refreshments are to be provided by the client. If this is not provided then SA Wedding Décor will provide the meals and refreshments and invoice the client for the amount spent.

23. VENUE INFORMATION

23.1 All clients are to provide a floor plan (if requested) of the venue area used which is to provide the venue's length, width and height.
A map (directions) to the venue may be requested, which is to be provided by the client.

24. SA Wedding Décor takes no responsibility for any problems endured due to load shedding and constant power interruptions. We will, at all times do our utmost best to handle the problem as best as possible and evaluate the situation. We cannot be held responsible in any form whatsoever for the loss of or delays in your event.

25. INDEMNITY

25.1 SA Wedding Décor will not be held responsible for any losses, injuries or deaths that occur before, during or after an event.

26. MOCK SETUPS

26.1 SA Wedding Décor will setup mock table demonstrations when required. This will be subject to appointment only, and to meetings on our premises. Should you require flowers or consumables at the set up then you will be invoiced for the flowers and consumables, and will be required to pay for this in advance. SA Wedding Décor

reserves the right to waiver the charge for labour and conceptual design, but then the flowers remain the property of SA Wedding Décor and may not be taken with you.

- 26.2 No photographs may be taken at a mock set up if the wedding has not been confirmed. On confirmation you will be sent photos of the mock up.

27. IRONING

- 27.1 Tablecloths are folded and will therefore have fine fold lines when placed on the table. Should you wish to have an ironing service at the venue this will be charged at R20 per cloth. Please let us know whether to include this service.

28. FLOWERS

- 28.1 Although we will always try put best to accommodate you with the flowers of your choice, there may be instances where it is impossible to source a certain flower due to unforeseen circumstances. In these cases we will discuss this with you and provide you with an alternative.
- 28.2 SA Wedding Décor will not take responsibility for the unavailability of any flower for any reason.
- 28.3 Market availability determines costs of flowers and we will only have definite costs the week of the event. Quotes are based on current costs and you will be contacted should the costs have fluctuated for your event. You will then be advised of the additional costs and can have the choice of accepting the increased costs or substituting flowers.

29 FIRE RETARDANT

- 29.1 South African law states that all draping and other linen is to be treated with a special fire retardant spray. Our draping costs exclude this treatment, and will attract a surcharge of R10 per square metre to include it. Should you not wish to include this then you indemnify SA Wedding Décor and take full responsibility in the event of fire. By signing this agreement you indemnify SA Wedding Décor from any claims that may arise by damage / death / injury caused by fire if you did not accept the higher costs for fire treatment on the draping.

30 GENERAL:

- 30.1 The law governing the contract shall be the law of the Republic of South Africa.

31 NOTICES:

- 31.1 Any notice, request, consent, or other communication made between the parties pursuant to the agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by telefax, telegram, e-mail or facsimile to such party at the address specified in the contract, or one week after having been sent by registered post.
- 31.2 A party may change its address for receipts of communications by giving the other party written notice of such change.

32. TRAVEL COSTS / PETROL

All delivery fees are quoted based on the current fuel rate and toll prices. All prices quoted are subject to increase (based on fuel/toll increases and new taxes/levies/toll charges) and will be updated a week before the event date.

33 SOLE AGREEMENT:

- a. The contract constitutes the sole agreement between the parties for the performance of the services and no representation not contained herein shall be of any force and effect unless reduced to writing and signed by both parties.

1. NAME (TO BE COMPLETED IN BLOCK CAPITALS PLEASE)

1.1. Full registered name of company or person / close corporation / partnership / firm ("the applicant") (Person responsible for payment)

1.2. Registration Number (or ID number) _____

1.3. Vat Number _____

1.4. Telephone Number (land & cell # please) _____

1.5. Facsimile _____

1.6. E-mail _____

2. ADDRESS

2.1. Postal Address _____

Code _____

2.2. Street Address

2.3. Delivery Address (if different to street address) _____

2.4. Registered office (if company or close corporation)

Authorized Signature _____ **Company Stamp**

(Print Name) _____ **Capacity** _____

Witness _____ **Witness** _____

(Print Name) _____ **(Print Name)** _____

3. DELIVERY INFORMATION

3.1 Delivery Physical Address _____

3.2 Delivery Date and Time _____

3.3 Function Date and Time _____

3.4 Function Room _____

3.5 Collection Date and Time _____

4. Banking details (To return the holding deposit that is payable)

Name of bride/client _____

Account holders name _____

Bank _____

Account number _____

Branch number _____

Type of account _____

Please ensure that every page is signed and fully complete. Please remember to include and ID copy and proof of residence when returning these documents. Incomplete terms and conditions will not be accepted, which could in turn prevent your event from taking place.