



ELIZABETH.MAY

WEDDINGS & EVENTS

Terms & Conditions

Décor Hire, Event Styling & Floristry

- **INTRODUCTION AND AGREEMENT**

- Hire of bespoke event décor and furniture, event floristry and event styling by **Elizabeth-May Weddings & Events** is subject to these terms and conditions.
- **The Client agrees that by making payment of the agreed upon non-refundable booking fee detailed in 3.1 below, that they have read, accepted and agree to be bound by these terms and conditions.**
- Should there be any clause in these terms and conditions that the Client does not understand, then the onus is on the Client to ask the Service Provider to explain the relevant clause before accepting the terms and conditions by making payment.

- **DEFINITIONS AND INTERPRETATION**

- In these terms and conditions, the following expressions, unless otherwise stated, bear the following meanings:
- **‘Agreement’** - these terms and conditions for event floristry and/or styling and set-up, including the hire of bespoke wedding décor and/or furniture;
- **‘Client’** means the business or individual who would like to engage Elizabeth-May Weddings & Events for professional event styling and/or floristry services;
- **‘Goods’** the hired décor items and/or furniture hired by the Client from the Service Provider;
- **‘Parties’** the parties to this Agreement, or any one of them as the context indicates;
- **‘Service Fee’** means the full fee payable, by the Client to the Service Provider, for the Services and Goods;

- ‘**Service Provider**’ means Elizabeth May Events, represented by Candice Elizabeth-May Van der Merwe, or such other person as may be designated by Candice Elizabeth-May Van der Merwe from time to time;
- ‘**Services**’ means the professional event styling, set-up and breakdown and/or floristry service provided by Elizabeth May Events and as more fully indicated on <https://www.elizabethmayevents.co.za>
- Words importing one gender will include references to all other genders and *vice versa*; words importing the singular will include the plural and *vice versa*.
- **PAYMENT AND BOOKING FEE**
 - The Client agrees to pay the Service Fee, as detailed in the Service Providers quote and/or invoice as follows:
- R20 000.00 (Twenty Thousand Rand), as a non-refundable booking fee, on acceptance of this Agreement;
- The final balance of the Service Fee at least one month prior to the collection or delivery.
 - In order to secure the Services and Goods, the non-refundable booking fee as per 3.1 above, must be paid by the Client to the Service Provider into the bank account below:

Name: Elizabeth May Events (Pty) Ltd

Bank: First National Bank

Account Number: 62 9049 522 66

Branch Code: 250 655

Reference: Client Name & Event Date

Proof of payment must be e-mailed to info@elizabethmayevents.co.za

- No Services will be rendered, or Goods delivered or released until the full Invoice Fee has been paid into the bank account in paragraph 3.2 above.
- No cash or cheques will be accepted unless the Parties agree thereto in writing.
- **RISK, SET-UP AND BREAKDOWN**
 - The Goods will be at the Clients sole risk from completion of set-up by the Service Provider, until breakdown by the Service Provider commences.
 - The Service Provider accepts no responsibility, for any delay, loss or damage, in the event that inaccurate information has been provided regarding the delivery place and/or time, or any other relevant information pertaining to the set-up, and

further accepts no responsibility for loss or damage for late or non-delivery in the event of a supervening impossibility.

- After the Service Provider has completed set-up, it is the Clients responsibility to check the Goods and final set-up with the Service Provider present. No discrepancies about styling, quantities, loss, damage or shortages will be accepted once the Service Provider has left the event venue.
- The Service Fee includes removal and cleaning of Goods by the Service Provider. The Client agrees to ensure that all hired cutlery and crockery is wiped with a damp cloth immediately after the event to remove any traces of food. The Client acknowledges that cutlery and crockery must not be washed with soap or any other detergent or chemical.

- **HOLDING DEPOSIT**

- A holding deposit equal to 15% of the total order, and no less than R2500 may be charged and payable 30 days prior to the event.
- This deposit will be used for losses, damages and late returns.
- The replacement cost for any damaged, lost or stolen equipment will be deducted from the holding deposit.
- Overtime will also be deducted if necessary.
- No cheques will be accepted for holding deposits – only payment by cash or internet transfer will be accepted.
- If cash is deposited into our account for this purpose, then a 1% handling fee will be levied.
- 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.
- 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.
- 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.

- **REPLACEMENT AND/OR DAMAGES TO GOODS**

- If applicable, the Client will be held liable for any damage or loss to Goods hired and/or used in terms of this Agreement.
- The Goods will be inspected by the Service Provider before breakdown commences:
 - ❖ in the event an item is damaged, but capable of repair, the Client will be liable for the entire repair amount, plus reasonable expenses.

- ❖ in the event an item is lost or damaged beyond economical repair, the Client will be liable for the full replacement cost of the item, plus reasonable expenses.
- The election as to whether to replace or repair any item will be made by the Service Provider provided that the most cost-effective option is chosen.
- The Client expressly agrees to pay the repair and or replacement costs within 5 working days of receipt of written notification from the Service Provider.

• **CANCELLATION AND CHANGES TO SERVICES**

- In accordance with section 17 of the Consumer Protection Act 68 of 2008, the Client is entitled to cancel this Agreement at any time before the Services are due to be rendered, but subject to the Service Provider charging a reasonable cancellation fee.
- The Parties agree and acknowledge that in the wedding and events service industry and specialist décor industry, bookings are taken far in advance of the actual event, and on average over 9 - 12 months from the date the event takes place. The Service Provider will do everything possible to accommodate a date change, but given the advanced nature of bookings, and the likely loss the Service Provider will incur (by turning down other future events or bookings), a date change (for whatever reason, howsoever arising) will be treated the same as a cancellation of the booking.
- Any cancellation will attract an automatic forfeiture of 25% of the full non-discounted invoice, except for April & December booking, which will incur a 50% forfeiture of the full non-discounted invoice. The client specifically acknowledges and accepts that the proposed penalties as contemplated herein are reasonable and in keeping with Section 17 of The Consumer Protection Act.
- Each cancellation will be reviewed on its own merits and according to its own unique circumstances to determine the applicable cancellation fee. The cancellation fee will be based on; costs incurred by the Service Provider, time spent by the Service Provider on pre-event preparation at an hourly rate of R1500.00, and the proximity of the Client's termination with the date on which the Services are to be rendered. The guidelines below serve as an illustration:
 - ❖ 75% Refund – If cancelled longer than 12 months before the event date
 - ❖ 50% Refund – If cancelled 10 - 12 months before the event date
 - ❖ 25% Refund – If cancelled 6 - 9 months before the event date
 - ❖ 10% Refund – If cancelled less than 6 months before the event date

• **LIMITATION OF LIABILITY AND INDEMNITY**

- While every reasonable effort will be made to deliver an exceptional service, the entire liability of the Service Provider to the Client for any claim or loss arising out of this Agreement will be limited to the Service Fee amount paid by the Client.

- The Service Provider will not be held liable in the event of destruction, delay, loss or damage caused by a *force majeure* or supervening impossibility, including but not limited to, government regulations or lockdowns involving the Covid-19 pandemic. In such an event, the Service Provider will notify the Client, and at the Service Provider's discretion will either cancel this Agreement and return all amounts paid (less a reasonable fee for work already performed and time already spent at an hourly rate of R1500.00; or alternatively, the Service Provider will delay rendering the services until after the *force majeure*. Cancellation policy applies.
- **In the event that a décor piece and/or furniture item and/or other item chosen by the Client is not available, the Service Provider will inform the Client and at the Service Providers own discretion, replace the item with the closest available alternative.**
- The Client indemnifies the Service Provider from all liability, claims and expenses, arising from the Client's unlawful conduct.
- The Client indemnifies the Service Provider from all liability, claims and expenses, arising from any damage, injury or loss to the Client and/or Clients guests' that may arise out of this Agreement.
- **The Service Provider does not undertake to guarantee any specific outcome, style or design and the Client uses the Goods and/or services of the Service Provider at his or her own risk.**

- **CREATIVE PROPERTY**

- All designs and concepts detailed in the proposal have been developed by Elizabeth-May and are of a proprietary nature.
- These ideas and concepts remain the property of Elizabeth-May. Should you wish to utilize any of the concepts and ideas in the proposal without retaining the services of Elizabeth-May, a creative consultancy fee will be charged at R1500.00 per hour.
- The proposal presented remains the property of Elizabeth-May.
- No photographs may be taken of any design / mock set up until a deposit has been paid.

- **NOTICES (DOMICILIUM)**

- Any notice or other document to be served under this Agreement to a party may be to be served at its address set out below:
- The Service Provider's Legal Notices:

Attention: Keenan Arthur Van der Merwe

E-mail: elizabethmayevents.za@gmail.com

- All notices given in terms of this Agreement must be in writing and any notice given by one party to the other which is sent by e-mail to the addressee's e-mail address will be

deemed to have been received by the addressee on the 1st (first) business day after the date of transmission thereof.

- Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the parties from the other including by way of e-mail shall be adequate written notice or communication to such party.
- **BREACH**
 - If any Party breaches any provision or term of this Agreement and fails to remedy such breach within five (5) business days of receipt of a written notice from an aggrieved Party requiring it to do so, then the aggrieved Party will be entitled without notice, at its option:
 - ❖ to seek immediate specific performance of any of the defaulting Party's obligations under this Agreement, whether or not such obligation is then due; or
 - ❖ to cancel this Agreement, in which case written notice of the cancellation shall be given to the defaulting Party and the cancellation shall take effect on the giving of the notice;
 - ❖ and in either event the aggrieved Party shall be entitled to claim any damages it has suffered.
 - The aggrieved Party's remedies in terms of this clause are without prejudice to any other remedies to which the aggrieved Party may be entitled at law.
- **GENERAL**
 - Neither Party may cede its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.
 - This Agreement contains the entire agreement between the Parties in regard to its subject matter. Neither Party will be bound by any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this Agreement, whether it induced the contract and/or whether it was negligent or not.
 - No variation, amendment or consensual cancellation of this Agreement or any term hereof will be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties.
 - Any extension of time or waiver or relaxation of any of the terms of this Agreement will be construed as relating strictly to the matter in respect of which it was made or given and will not operate as an *estoppel* against either Party in respect of its rights under this Agreement. Moreover, no failure by either Party to enforce any term of this Agreement will constitute a waiver of such term or affect in any way such Party's right to require the performance of such term at any time in the future, nor will a waiver of a subsequent breach nullify the effectiveness of the term itself.
 - If any term or part of any term of this Agreement is for any reason whatsoever, including a decision by any court, any legislation or any other requirement having the force of law, declared or becomes unenforceable, invalid or illegal, the

remainder of this Agreement shall not be affected and the invalid provision or part shall be replaced or amended, so far as it is necessary to maintain the purpose and continuity of this Agreement.

- The Parties acknowledge that they have been free to secure independent legal, tax and other advice as to the nature and effect of all the terms of this Agreement and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so.
- This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.
- This Agreement shall be governed in all respects by and will be interpreted in accordance with the laws of the Republic of South Africa.