

# Yearendfunctions.co.za

Managed by SAWD Event Decor

## TERMS & CONDITIONS

(To be completed, signed, and sent through with the signed venue contract)

Please note that you will be sent a second contract to complete in addition to this one, between the you, the client and venue

### 1. CONFIRMATION

- a. The products and services included in the package can only be reserved on receipt of a signed quote and contract, and payment of a 50% deposit.
- b. Final numbers, and final payment will be due 30 days prior to the event.
- c. The yearendfunctions.co.za packages include AV, décor, DJ, and menu as specified. None of these services may be removed from the package, regardless of whether they are required or not.
- d. SAWD Event Decor is the only décor suppliers that may work on the events.
- e. MJ Event Gear is the only audio-visual supplier that may work on the event.
- f. Tentative bookings will be held for 72 hours after which they will be released if payment and a signed contract have not been received.
- g. Please adhere to the minimum and maximum numbers at the venue. Should numbers drop below the minimum numbers, there will be no credit passed on the reduction. Numbers may not exceed the maximum capacity.
- h. Function sheets must be provided fourteen days prior to the event.

### 2. GOODS ON HIRE

- a. All tables, chairs, draping, fairy lights, props, equipment, sound, lighting and décor are the property of SAWD Event Décor, and they may not be removed from the venue.
- b. The décor included in the package is for rental purposes only.
- c. Décor items provided in the packages are fixed and no customizing or changes to any of the inclusions is permitted.
- d. The packages are based on 10 people per table at a round table and 12 people at a rectangular or square table. To seat less people at a table will attract a surcharge.
- e. Any additional décor / audio visual items that the client would like to add must be approved in writing by both parties. SAWD Event Décor will quote for additional items required. No other décor supplier or audiovisual company may provide décor / AV at the event.
- f. The client may add flowers to the table décor if required. This can be arranged through SAWD Event Décor (at a surcharge) or by the client. This must be requested and approved in writing with detail of what will be brought into the venue. Flowers added must be provided in their own vases and cannot be added onto any of the existing décor. Flowers must be setup no earlier than the access times as per below.
- g. The client may access the venue at 08h00 for brunches that begin at 09h00.
- h. The client may access the venue at 16h30 for dinners that begin at 18h00.
- i. SAWD Event Décor will not be responsible for any items brought into the venue.

### 3. PAYMENT

- a. A 50% non-refundable deposit is required on confirmation. This must accompany both the signed venue and yearendfunctions contract.
- b. The balance of payment is required 30 days prior to the event and will be invoiced based on final numbers 30 working days prior to the function.

- c. Bank details: SA Wedding Décor, trading as SAWD Event Décor, FNB Current Account, Broadacres, 62178734557
- d. In addition to the contract amount, a R5000 refundable damages deposit will be invoiced, towards damages and losses.
- e. These terms are non-negotiable and subject to the Supplier's cancellation policy. Failure by the Client to make a payment, or produce a duly authorised purchase order, which is due in terms of this Contract will result in a breach of contract and, at the Supplier's discretion, may result in cancellation and the full amount becoming due and payable for immediate settlement.

**4. FINAL CONFIRMATION**

- a. We require confirmation on final numbers 30 days prior to the function. Our final preparation will be based on this quantity.
- b. No reduction in numbers will be accepted less than 30 days prior to the function.
- c. SAWD Event Décor will try to accommodate any increases within 30 days to the best of their ability, keeping in mind that there are capacity limits.

**5. CANCELLATION**

- a. Cancellations must be received in writing. The following charges apply:  
After confirmation a 50% cancellation fee will apply  
0-30 days prior to event 100% cancellation fee will apply.  
Postponements will not be possible as the yearendfunctions.co.za campaign will be valid over the specified dates in 2022 only.

**6. HOLDING DEPOSIT**

- a. A holding deposit - charged at R5000, will be added to the final invoice, and will be payable 30 days prior to the event.
- b. This deposit will be used towards losses and damages.
- c. 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.
- d. The holding deposit will be refunded within 14 days of the event if no damages or losses have been incurred.

**7. PAYMENTS OF LOSSES**

- a. Any shortages or damages to décor/ AV are for the client's account.
- b. A complete inventory of décor and replacement prices is attached and needs to be signed within 30 days of the event.
- c. All damages and losses must be paid within a period of 15 days after invoice.
- d. Payment for damages will be deducted from the holding deposit.
- e. Additional monies due are to be paid within 15 days.
- f. The venue will be inspected for damages and losses once the event has ended, and a report will be emailed to the client by midday the following day to advise of any damages.

**8. RESPONSIBILITY OF CLIENT**

- a. All equipment will be the responsibility of the client from the time that the client arrives on the day until the time that the last guests leave after the event.
- b. It is the responsibility of the client to check the goods and advise in writing if there are any damages before the event commences.
- c. Wax (especially colored wax), colored streamers, incense, sparklers, and paper confetti can permanently damage linen and you are therefore urged to refrain from using such items. None of these items will be permitted at the venue.

**9. INDEMNITY**

- a. The Supplier does not accept any responsibility for any losses, damage or inconvenience caused to the Client due to, but not limited to, power or municipal water failures, force majeure, Acts of God, or any other cause not reasonably within the Supplier's control.
- b. The Supplier reserves the right, at any time, to move the Client to an alternative hotel or

premises of similar standard in the area at no extra charge to the Client.

- c. The Client agrees that the cost to the Supplier of all damage or loss caused by the Client, the Client's employees, Client's guests, suppliers and/or invitees in respect of the venue, cutlery, crockery, linen, and furniture, will be charged directly to the Client.

**10. AUTHORITY AND ACCEPTANCE**

- a. 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..
- b. A copy of the client's identification document and company registration papers will be required on confirmation of order. Proof of address is also to be provided.

**11. COMMERCIAL TERMS**

- a. The Client accepts liability for all extras not covered in the pro-forma invoice (e.g., laundry, bar, telephone, etc.) and shall settle these prior to departure. The Client will be liable for payment of all outstanding amounts immediately upon demand. The prices of extras shall be in terms of the Supplier's prevailing price list, subject to this Contract.
- b. The Client accepts that it is liable for the whole outstanding amount due to the Supplier, even if the booking is done through an agent.
- c. Payment shall be made by the Client to the Supplier in terms of clause 8 above or, where credit facilities have been provided, immediately upon presentation by the Supplier to the Client of the Supplier's final invoice.
- d. Payment shall be made by electronic funds transfer into the bank account of the Supplier. The Supplier may, in its sole discretion, accept any other method of payment from the Client, which will incur administration fees and be subject to terms and conditions.
- e. All payments to be made by the Client to the Supplier shall be made free of bank charge or commission, without deduction, demand or set-off, in the currency of the Republic of South Africa, unless agreed otherwise by the Supplier in writing.
- f. The Supplier shall charge interest, from the date of default, on any overdue amount/s at a rate of 2 % (Two Percent) per annum above the ruling prime interest rate.
- g. Any credit facilities granted by the Supplier to the Client may be withdrawn at any time by the Supplier upon written notice to the Client, in the sole discretion of the Supplier and for any reason whatsoever, whereupon all future bookings shall be strictly on a pre-payment basis.
- h. A certificate under the hand of any director and/or manager of the Supplier (his designation need not be proved) as to the existence and amount of any indebtedness of the Client to the Supplier shall be prima facie proof of the contents and correctness thereof.
- i. In the event of the Supplier having to enforce any of its rights against the Client, the Client agrees to be liable for the attorney and own client costs incurred by the Supplier, including collection commission and tracing agent's charges.
- j. The parties hereby consent, in terms of Section 45 of the Magistrate's Act, No. 32 of 1944, to the jurisdiction of any South African Magistrate's Court having jurisdiction, notwithstanding that any proceedings would otherwise be beyond the jurisdiction of such Court.
- k. In the event of any default on the part of the Client in respect of the payment of any amount/s which is due to the Supplier, the Client hereby consents and authorises the Supplier to furnish the name, credit record and repayment history of the Client to any Credit Bureau as a delinquent debtor.
- l. The Client hereby selects as its chosen *domicilium citandi et executandi* for all purposes arising out of this Contract its physical address as follows:

- 
- m. The Supplier may cede and/or assign any of its rights and/or obligations in terms of this

Contract to any third party, with the Client hereby giving its prior consent thereto.

- n. This Contract shall represent the entire agreement between the Supplier and the Client in respect of the subject matter hereof and no alternations and/or additions shall be of any force and/or effect unless agreed to by both parties, reduced to writing and signed by the Supplier and the Client unless otherwise stated in this Contract.
- o. Neither party may rely on any representation or warranty of any nature whatsoever made by the other party, which allegedly induced the other party to enter into the agreement, unless the representation or warranty is recorded in a writing.
- p. No indulgence, extension of time, relaxation or latitude which the Supplier may allow to the Client shall constitute a waiver by the Supplier of any of its rights, nor act as an estoppel against the Supplier in respect of any of its rights and/or remedies.
- q. This Contract shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.

**12. SOLE AGREEMENT**

- c. 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.

**CLIENT**

I, the undersigned \_\_\_\_\_ [print name], hereby warrant that I am duly authorized to make and sign this Contract and that any information provided on behalf of the Client is correct. I further acknowledge that by signing this Contract, the Client is legally bound by the terms and conditions as set out in this Contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

**SUPPLIER**

I, the undersigned \_\_\_\_\_ [print name], acknowledge that I am the duly authorized representative of the Supplier and am authorized to sign this Contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Designation: \_\_\_\_\_

<b>Client (company) full name</b>	
Client (natural person) full names	
ID number	
Company registration number if applicable	
VAT number	
Telephone number	
Email address	
Physical address	
Postal address	
<b>Event date</b>	
Contact person and mobile contact number	
Event venue	
Number of guests	
<ul style="list-style-type: none"> <li>• I acknowledge the minimum numbers required for the package</li> </ul>	Initial here
<ul style="list-style-type: none"> <li>• I acknowledge the maximum capacity of the venue</li> </ul>	Initial here
<ul style="list-style-type: none"> <li>• I understand that the packages are valid only for the advertised dates and no postponements will be allowed</li> </ul>	Initial here
<b>Client banking details</b> (for ease of refund)	
Alternatively, this can be emailed to <a href="mailto:info@yearendfunctions.co.za">info@yearendfunctions.co.za</a>	