



## **TERMS AND CONDITIONS**

***WHEREAS the Client(s) are desirous in booking The Mosaic Wedding Company as the official planner to undertake their wedding day and whereas the parties hereto are desirous in recording such agreement in writing; and NOW THEREFORE the parties agree as follows:***

### **1. INTERPRETATION**

- 1.1 It is agreed that this contract is entered into between the Planner and the Client(s) and it is further agreed that the Planner shall be the sole professional planner of the day.
- 1.2 These terms constitute the whole agreement between the parties and the due performance of the contract is subject to the terms below. The terms as set out herein will take precedence over any other terms, conditions and/or stipulations contained in any of the Client(s) documentation and any agreement and/or term purporting to vary or novate the terms of this agreement, or any consensual cancellation, shall not be valid unless reduced to writing and signed by the Client(s) and the Planner.

### **2. DEFINITIONS**

The following words or expressions shall carry the meanings assigned thereto:

- 2.1 "Contract" means these standard terms and conditions, together with any and all Annexures, which is to be read together as one contract and will be considered as one document, all of which will have the effect of a legal and binding agreement between the parties. Agreement shall be construed accordingly.
- 2.2 "Package" means the wedding package or amount as selected by the Client(s)
- 2.3 "Client(s)" means the undersigned person(s) herein below, their representatives, successors, assigns, agents and affiliates.

### **3. PAYMENT TERMS AND BOOKING FEE**

- 3.1 Upon acceptance and receipt of the quotation, the payment of a booking fee of 50% of the total quoted fee becomes due and payable immediately. This fee secures the date, time and services of the Planner and is not refundable or transferable in the event of cancellation, it being the agreed loss suffered by the Planner due to cancellation.
- 3.2 The booking fee cannot be exchanged for other services or products. Should the date for the wedding change and the Planner is not available to attend the new date, you will forfeit your booking fee.
- 3.3 The outstanding amount (50%) becomes due and payable 2 weeks before the wedding day or/on presentation of an invoice by the Planner. Kindly note that all payments made, either by way of an internet / electronic funds transfer, or cash, is to be free of commission and bank charges, failing which these charges are to be carried by the Client(s) and will be added to the final account rendered by the Planner.
- 3.4 No date will be booked and/or secured unless the booking fee, as is referred to above, has been paid in full.

### **4. CANCELLATION AND CHANGES**

- 4.1 The Client may cancel this contract at any time by giving written notice to the Planner but in doing so shall forfeit their booking fee paid. In addition hereto, and save for the cancellation being due to death or hospitalisation of the Client(s), the following charges will be due and payable in case of cancellation, it being the agreed loss suffered by the Planner due to such cancellation:
  - 150 days prior to the function: 20% of the outstanding amount.
  - 120 days prior to the function: 40% of the outstanding amount.
  - 90 days prior to the function: 60% of the outstanding amount.
  - 60 days prior to the function: 80% of the outstanding amount.
  - 30 days prior to the function: 100% of the outstanding amount.

### **5. FORCE MAJEURE OR ACT OF GOD**

- 5.1 The due performance of this contract is subject to alteration or cancellation by either party owing to any cause beyond their control. In such an event the Planner will not be liable to the Client(s) and/or any

further person in respect of any loss and/or damage of whatsoever nature caused by, or arising from any of the following circumstances:

- 5.1.1 Force majeure (Acts of God); ie – weather, as in rain, thunderstorms or lightning that has damaged anything.
- 5.1.2 The loss, damage, destruction or theft of any property on the venue;
- 5.1.3 Any act or circumstance, save for gross negligence by the Planner, causing the loss, damage, destruction, theft and such other related events.
- 5.1.4 Loss or damage resulting from or related to the use of any equipment on the venue, including but not limited to furniture, cutlery and crockery, sound equipment and photographic equipment or technical failure thereof.

#### **6. LIMITATION OF LIABILITY & INDEMNITY**

- 6.1 In the unlikely event of the Planner being unable to attend to the wedding due to any cause beyond the Planner's control, the Planner reserves the right to appoint another Planner to attend to your wedding on their behalf to undertake the wedding to his / her best ability. If the situation should occur and a suitable replacement is not found, responsibility and liability of the Planner is limited to the return of all payments received for the event package.

#### **7. DISPLAY**

- 7.1 The Client(s) hereby permit and allow the Planner to display any images covered by this contract and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazine articles, and other such media, providing that the images are used lawfully and without damage to the Client(s).
- 7.2 It is specifically agreed that the Material may be used on Facebook, Twitter and / or such other social media forums as is desired, and that the Clients' may be tagged, or otherwise identified, unless otherwise agreed in writing.

#### **8. ON THE WEDDING DAY**

- 8.1 Sole Rights: The Planner shall be the sole professional Planner of the day at the venue(s) specified.
- 8.2 Overtime Charged: All over time charged will be computed at a rate of R1000 per hour, or as otherwise agreed between the Planner and the Client(s). This will be mentioned to the client before the overtime occurs.
- 8.3 Accommodation: Should the venue for the function be more than 1 hour's drive from The Planner's office, suitable accommodation should be provided for the Planner and an assistant (if applicable). These accommodation charges are excluded from the quote and are for the Clients account.
- 8.4 Travelling Expenses: The first 100km are included in amount. Travel charges of R3.00 per kilometre after those 100km's will be charged, toll-gate costs will also be added to the final cost. These travelling charges are excluded from the quote and are for the Clients account. Any further and / or more advanced travel arrangements will be as discussed between Clients and Planner – this only applies to the day of the wedding. The planner offers his/her travel services free of charge during the planning stages, unless the driving is over 30km per day.

#### **9. BREACH**

- 9.1 The Client(s) agree and acknowledge that in the event of them breaching any condition contained in this document, then the Planner shall without prejudice to any other remedies which the Planner may have in law, be entitled to summarily cancel this contract with the Client(s) without notice to the Client and to re-possess those Materials already delivered to the Client(s); or to claim specific performance of all of the Client's obligations whether or not such obligations would otherwise have fallen due for performance.
- 9.2 Furthermore, In the event of the Client(s) breaching any condition contained in this document, the Client(s) consents to the payment of all legal costs, including the payment of collection commission and tracing agent's fees, should the Planner have to institute legal action against him/her, on the scale as between attorney and client.

#### **10. GENERAL**

- 10.1 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

**11. GOVERNING LAW**

11.1 This agreement and its termination shall be governed by and construed in accordance with the laws of the Republic of South Africa.  
Both the Planner and the Client(s) agree that all legal action based on any claim arising under or out of this agreement must be determined in accordance with South African Law and filed and prosecuted in a court of competent jurisdiction located in the Republic of South Africa and each of them hereby consents and irrevocably submits to the jurisdiction of such court in respect of all legal action or proceedings arising out of or in connection with this agreement, its implementation, interpretation and/or termination.

**12. VALIDITY OF QUOTATION & COOLING-OFF RIGHT**

12.1 This wedding package quotation is valid for 14 (fourteen) days only and the services on this offer will be reserved subject to payment of the deposit as stated in clause 2 above.  
12.2 Should This contract have been entered into as a result of direct marketing as defined in the Consumer protection act 2008, then the Client(s) attention is drawn to the rights inferred upon them in terms of section 16(3) of the Consumer Protection Act, in terms of which the Client(s) may terminate this agreement, without reason or penalty, by written notice to the Planner after a 5 (five) day period after signature hereof, and to have any amount already paid by them in terms hereof refunded in the event of such termination.

**13. ACCEPTANCE AND ACKNOWLEDGEMENT**

13.1 The Client(s) hereby accepts the quotation from The Planner to render and supply all services and materials as agreed upon on these terms and conditions as stated herein. The Client(s) by signing this contract acknowledges that they have read and understood the terms and conditions and agrees to all of the above and is further familiar with all details of the selected wedding package.

Please include both pages and make sure that they are initialed at the bottom of each page.

**Let's make your wedding day one to remember!**

*Cara Lee*  
XX

**Banking details:**

Cara Lee Mc Laughlin  
Standard Bank Cheque Account  
Branch Code: 025 009 00  
Account Number: 072 988 045  
Swift Code: SBZAJJ

**Couples Names:** \_\_\_\_\_ & \_\_\_\_\_

**Couples signature:** \_\_\_\_\_ & \_\_\_\_\_

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