



Labola

FLOWERS | DECOR | PLANNING | COORDINATION | STYLING | LIGHTING | STATIONERY | TABLEWARE

WEDDING AND EVENT SUPPLIER AGREEMENT

Entered into between:

LABOLA
(“the Service Provider”)

and

[INSERT Full Name here please]

Identity number: [INSERT Identity Number here please]

(“the Client”)

1. PREAMBLE

It is understood and agreed that the Client wishes to be provided with Services/ Décor items by the Service Provider and the Service Provider agrees to provide the Services/ Décor items to the Client on the terms and conditions in this agreement.

2. DEFINITIONS

The following words and/or phrases, when used in this agreement, shall have the following meanings:-

- 2.1. Agreement: Shall mean this agreement as a whole and any amendments agreed upon by both Parties in writing.
- 2.2. Service Provider: Shall mean Labola Décor or a representative being duly authorised thereto.



- 2.3. Client: Shall mean the person addressed in Annexure A of this Agreement.
- 2.4. Parties: Shall mean Service Provider and Client collectively.
- 2.5. Effective date: Shall mean the last date signed on the last page of this agreement.
- 2.6. Notice: Shall mean a written document addressed by one Party to the other and either be delivered by hand; sent per registered mail or telefax to the addresses indicated under Domicilium
- 2.7. Annexure A: Shall mean a detailed Order sheet as requested by Client showing
all items/services to be rendered subject to the terms and conditions of this Agreement on the date stipulated on the Annexure.

3. SCOPE OF SERVICES

In compliance with all terms and conditions of this Agreement, the Service Provider shall provide the client with services/orders as listed in Annexure A attached hereto and incorporating the Terms and Conditions as included in this Agreement.

4. PAYMENT AND BOOKING FEE

- 4.1. The Client agrees to pay the Order Cost as follows:
- 30% of the current order cost on signature of this Agreement;
 - Additional 30% of the order cost 180 days prior to the date of delivery/collection;
 - Additional 30% of the order cost 90 days prior to the date of delivery/collection;
 - Balance of the order cost 14 days prior to the date of delivery/collection;
- 4.2. The booking will only be confirmed once the booking fee as reflected in Annexure A has been paid into the account below:
- Name: Labola Decor
 - Bank: FNB
 - Account Number: 62560870927
 - Branch Code: 221526
 - Reference: Use your order number and name
 - Proof of payment must be e-mailed to hello@labola.co.za
- 4.3. The Parties agree that the event of any price fluctuation of more than 20% for flowers or other perishable goods, the Client expressly agrees to pay this excess amount, on receipt of written notification from the Service Provider with the full details, within 10 calendar days.

5. REPLACEMENT AND/OR DAMAGES TO GOODS

- 5.1. A Breakage Deposit may be requested at times, the payment of which is due within 7 days of the signing of this Agreement. This deposit is excluded from the Order Cost and is separate.
- 5.2. If applicable, the Client will be held liable for any damage or loss to items hired and/or used in terms of this Agreement. This includes any damage or loss that may be incurred in the transportation by the Client, storage by the Client or use of any items provided in terms of this Agreement.

- 5.3. The items will be inspected by the Service Provider and/or External Service Provider once returned, and in the event there is no damage or loss, to the satisfaction of the Service Provider and/or External Service Provider, the Breakage Deposit will be refunded within 10 calendar days of the return.
- 5.4. In the event an item is damaged, but capable of repair, the Client will be liable for the entire repair amount, plus reasonable expenses.
- 5.5. In the event an item is lost or damaged beyond economical repair, the Client will be liable to replace the item, plus reasonable expenses.
- 5.6. 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 will be chosen.
- 5.7. In the event that the repair and/or replacement is less than the Breakage Deposit, the Client will be refunded the remaining balance of the Breakage Deposit within 10 calendar days of the completion of the repair and/or replacement. Conversely, in the event the repair and/or replacement exceeds the Breakage Deposit, the Client expressly agrees to pay this excess amount, on receipt of written notification from the Service Provider with the full details, within 10 calendar days.

6. CANCELLATION AND CHANGES TO ORDERS

- 6.1. 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/Order is/are due to be rendered, but subject to the Service Provider charging a reasonable cancellation fee.

7. DELIVERY AND COLLECTION

- 7.1. Stock / décor collections and returns are by appointment only during the Service Provider's office hours; 9:00 – 16:00, Monday to Friday, excluding public holidays.
- 7.2. After hours stock / décor collections and returns can be pre-arranged at a rate of R300 per order, not included in the Order Cost.
- 7.3. In the event that the any External Service Provider charges a delivery fee, or in the event that the Service Provider must deliver and/or collect items for the Event, the Client agrees to pay a reasonable delivery and/or collection fee, and acknowledges that it is excluded from the Order Cost.
- 7.4. The Service Provider accepts no responsibility for any loss or damage in the event it is provided with inaccurate information regarding the delivery place, time or any other relevant information pertaining to the delivery, and further accepts no responsibility for loss or damage for late or non-delivery in the event of a supervening impossibility or in respect of any loss or damage caused by an External Service Provider.
- 7.5. The Client agrees to return all items used in the Event, whether from the Service Provider or External Service Provider, in the condition received, and agrees, where appropriate, to clean and properly pack the items.
- 7.6. Please take note of the pickup and drop-off times as well as dates for your hired items as the late return of decor items deprive other clients from the use of those items. You will be charged a late return fee for each additional day the item is not returned until such a time as an item is returned.

8. LIABILITY

Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith and take all actions as may be reasonably necessary to carry out the purpose of this Agreement.

9. LIMITATION OF LIABILITY

To the extent that it is lawful to exclude the following heads of loss and subject to the Client's obligation to pay the price, in no event shall Service Provider be liable for any loss whether caused by negligence or otherwise.

10. NOTICES (DOMICILIUM)

10.1. 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:

10.1.3. The Client's Legal Notices:

Address: _____

E-mail: _____

10.1.4. The Service Provider's Legal Notices:

Address: 11 Lynton Road, Kloof, 3610

E-mail: lala@labola.co.za

10.2. All notices given in terms of this agreement shall 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 shall be deemed to have been received by the addressee on the 1st (first) business day after the date of transmission thereof.

10.3. 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.

11. TERM

This Agreement shall be effective from the date as defined in Clause 2.5 above until such a time as the Service Provider has completed the service/order as provided for in Annexure A hereof.

12. GOVERNING LAW AND JURISDICTION

This Agreement will be governed and construed by the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the South African courts of KwaZulu-Natal to hear any dispute arising therefrom which the Parties are unable to settle amicably.

13. GENERAL

13.1. The failure of Service Provider to enforce its rights under this Agreement at any time shall not be construed as a waiver of such rights.

13.2. If any part, term or provision of this Agreement is held to be illegal or unenforceable, neither the validity or enforceability of the remainder of this Agreement shall be affected.

- 13.3. Neither party shall assign or transfer all or part of its rights under this Agreement without the consent of the other party.
- 13.4. This Agreement may not be amended without the prior written agreement of the Parties.
- 13.5. This Agreement constitutes the entire understanding between the Parties.
- 13.6. We love seeing our work shared on social media and really appreciate when Labola Décor pops up on those social feeds (we're really grateful) but, for brand representation and specifically with regards to floral arrangements, we ask that you please first check that the floral arrangements have not been adjusted in anyway by anyone other than Labola Décor before posting to social media as we want to make sure it is our work being shown and that it represents our brand and what we have to offer fairly. Floral arrangements can deteriorate at the slightest stress hence we do ask that they receive minimal attention once arranged. We reserve the right to request images not representative of our brand to be removed immediately.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2020

AS WITNESSES :

1. _____

2. _____

CLIENT

who warrants that he/she is duly authorised hereto

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2020

AS WITNESSES :

1. _____

2. _____

THE SERVICE PROVIDER

who warrants that he/she is duly authorised hereto

