



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 on above line please]

Identity number:

[INSERT Identity Number on above line please]

(“the Client”)



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1. PREAMBLE

It is understood and agreed that the Client wishes to be provided with services by the Service Provider and the Service Provider agrees to provide the services to the Client on the terms and conditions in this agreement. The parties agree to abide by all terms and conditions as contained in this agreement.

2. DEFINITIONS AND INTERPRETATION

In this Agreement, the following expressions, unless otherwise stated, bear the following meanings:

1. **'Agreement'** shall mean this agreement as a whole and any amendment agreed to in writing or by electronic communication by both parties, inclusive of any quotation, order, invoice, or otherwise, subject to the Client accepting such quotation, order, invoice or otherwise in writing or by way of electronic communication.
2. **'Breakage Deposit'** shall mean a refundable deposit that will be used to replace or repair goods in the event they are lost or damaged, and as more fully discussed in paragraph 5 below;
3. **'Client'** shall mean _____

[insert full names];
4. **'Event'** shall mean a wedding, corporate function or other special occasion where the Service Provider provides the Services;
5. **'External Service Provider'** shall mean a service provider selected and managed by Labola and/or the Client to deliver services or goods for the Event;
6. **'Parties'** shall mean the parties to this Agreement, or any one of them as the context indicates;

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7. **‘Service Cost’** shall mean the fee payable, by the Client to the Service Provider, for the Services as set out in any quotation, order, invoice, or otherwise, subject to the Client accepting such quotation, order, invoice or otherwise in writing or by way of electronic communication;
8. **‘Service Provider’** shall mean Labola, represented by Lindy Fourie, or such other person as may be designated by Lindy Fourie from time to time;
9. **‘Services’** shall mean the professional event planning, event styling, event coordination, décor hire, stationery, draping, lighting and floristry service/s provided by Labola and as more fully indicated on <http://www.labola.co.za> or for the service/s as set out in any quotation, order, invoice, or otherwise, subject to the Client accepting such quotation, order, invoice or otherwise in writing or electronic communication;
10. **‘Effective Date’** Shall mean the last date signed on the last page of this Agreement or acceptance by way of electronic communication of all terms and conditions as contained in this Agreement

1. 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*.
2. Headings are for convenience and are not intended to be used to interpret the Agreement.
3. All the terms of this Agreement have been negotiated by the Parties and drafted for the benefit of the Parties. As such, the rule of construction that the contract will be interpreted against the Party responsible for its drafting or preparation will not apply.

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2. INTRODUCTION AND APPOINTMENT

The Client hereby appoints the Service Provider as the professional event planner, event coordinator, décor, lighting, draping and floristry supplier or for the service/s as set out in any quotation, order, invoice or otherwise, subject to the Client accepting such quotation, order, invoice or otherwise in writing or electronic communication.

3. SERVICE COST

3.1. The Service Provider's fee for the above shall be as set out in a quotation, order, invoice, or otherwise, subject to the Client accepting such quotation, order, invoice or otherwise in writing or by way of electronic communication;

5. PAYMENT AND BOOKING FEE

5.1. The Client agrees to pay the Service 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;

5.2. In order to secure the Services for an Event, the booking fee of 30% must be paid by the Client to the Service Provider for that Event.

5.3. An Event will only be confirmed once the booking fee 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

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- 5.4. No services will be rendered, décor items or flowers set-up, delivered or released until the full Service Cost has been paid into the bank account in paragraph 5.3 above.
- 5.5. No cash or cheques will be accepted unless the Parties agree thereto in writing or agree thereto by way of electronic mail.
- 5.6. The Parties agree that because an Event is booked so far in advance, in the event of any price fluctuation of more than 20% for flowers or other perishable goods, the Client expressly agrees to pay this or any excess amount, on receipt of written notification be it via electronic mail or otherwise from the Service Provider with the full details, within 10 calendar days.

6. REPLACEMENT AND/OR DAMAGES TO GOODS

R1000.00 ^{Value changed by Lindy Fourie}

- 6.1. If required as part of an Event, a ~~R3000.00~~ (three thousand Rand) or a figure deemed reasonable by Labola Décor, Breakage Deposit is payable, within 7 days, on invoice from the Service Provider. This deposit is excluded from the Service Cost and is listed as a separate value on your quotation, order or invoice.
- 6.2. 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.
- 6.3. 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.
- 6.4. In the event an item is damaged, but capable of repair, the Client will be liable for the entire repair amount, plus reasonable expenses.
- 6.5. In the event an item is lost or damaged beyond economical repair, the Client will be liable to replace the item, plus reasonable expenses.

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- 6.6. 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.
- 6.7. 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.

7. CANCELLATION AND CHANGES TO SERVICES

- 7.1. In accordance with section 17 of the Consumer Protection Act 68 of 2008, the Client is entitled to cancel any Event, which is subject to the terms and conditions of this Agreement, at any time before the Services are due to be rendered, but subject to the Service Provider charging a reasonable cancellation fee.
- 7.2. The Parties agree and acknowledge that in the wedding service industry and specialist décor and design industry, bookings are taken far in advance of the actual event, and on average over 12 to 18 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 Service for an Event.
- 7.3. Each cancellation will be reviewed on its own merits and according to its own unique circumstances to determine the applicable cancellation fee. The client will be liable for payment of administration duties and or where costs have been incurred by the service provider. As a guideline, the cancellation fee will be dependent on 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:

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- More than 12 months' notice from date of the event – 10% of the Service Cost
- 11 months' notice from date of the event – 15% of the Service Cos
- 10 months' notice from date of the event – 20% of the Service Cost
- 9 months' notice from date of the event – 30% of the Service Cost
- 8 months' notice from date of the event – 40% of the Service Cost
- 7 months' notice from date of the event – 50% of the Service Cost
- 6 months' notice from date of the event – 60% of the Service Cost
- 5 months' notice from date of the event – 70% of the Service Cost
- 4 months' notice from date of the event – 80% of the Service Cost
- 3 months' notice from date of the event – 85% of the Service Cost
- 2 months' notice from date of the event – 85% of the Service Cost
- 1 months' notice from date of the event – 90% of the Service Cost
- Less than 1 months' notice from date of the event – 90% of the Service Cost.

8. DELIVERY AND COLLECTION

- 8.1. 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.
- 8.2. After hours stock / décor collections and returns can be pre-arranged at a rate of R300 per order, not included in the Service Cost.

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- 8.3. 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 an Event, the Client agrees to pay a reasonable delivery and/or collection fee, and acknowledges that it is excluded from the Service Cost.
- 8.4. 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.
- 8.5. The Client agrees to return all items used in an 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.
- 8.6. Please take note of the pickup and drop-off times as well as dates for your hired items as the late return of décor items deprive other clients from the use of those items. You will be charged a late return fee equivalent to a day's hire for each additional day the items is not returned until such a time as an item is returned.

9. LIMITATION OF LIABILITY AND INDEMNITY

- 9.1. While every reasonable effort will be made to deliver Services for an Event, the entire liability of the Service Provider to the Client for any claim or loss arising from an Event will be limited to the Service Cost for that Event.
- 9.2. The Service Provider will not be held liable for failures of performance or poor quality items from third party suppliers, including but not limited to limitations relating to the any External Service Provider, the weather, flowers, DJ, venue, lighting and/or sound equipment. Moreover, the Service Provider will not be held liable in the event of destruction, delay, loss or damage caused by a *force majeure* (act of God) or supervening impossibility.

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- 9.3. In the event that a décor piece and/or flower and/or other item chosen by the Client is not available for an Event, the Service Provider will, at their own discretion, replace the item with the closest available alternative.
- 9.4. In the unlikely event of personal illness or other circumstances beyond the control of the Service Provider, a substitute (of equivalent standards and experience) may be sent to complete the Services for an Event.
- 9.5. The Client indemnifies the Service Provider from all liability, claims and expenses, arising from the Client's unlawful conduct.
- 9.6. The Client indemnifies the Service Provider from all liability, claims and expenses, arising from any injury to the Client and/or theft of the Client's property may arise out of this Agreement.
- 9.7. The Service Provider does not undertake to guarantee any specific outcome, style or design and the Client uses the Services at his or her own risk.

10. DISPLAY

- 10.1. The Client hereby grants the Service Provider the unrestricted right to create, use, edit and publish content relating to the Client and/or the Client's Event for promotion, advertising, editorial, competition or otherwise any other purpose and in any manner and medium, and agrees the Service Provider may copyright any content that may arise from an Event.
- 10.2. The Client further agrees that in the publication of any material (in print, digital or any form) relating to the Services the Service Provider will be given appropriate credit.
- 10.3. The Service Provider may use pictures, videos or other forms of content of an Event or of the Client, in her sole discretion, by means of social media (including Facebook and Instagram), blogs and websites, printed and digital publicity material, exhibitions, competitions, magazines and other such media as is appropriate for sufficient professional quality.

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11. NOTICES (*DOMICILIUM*)

11.1. 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:

11.1.3. The Client's Legal Notices:

Address: _____

E-mail: _____

11.1.4. The Service Provider's Legal Notices:

Address: 11 Lynton Road, Kloof, 3610

E-mail: lala@labola.co.za

11.2. 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.

11.3. 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.

12. TERM

The Parties obligations under this Agreement shall commence on the Effective Date and shall continue for 2 (two) years, unless otherwise agreed between the parties in writing, where after such obligations shall terminate.

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13. BREACH

13.1. If any Party breaches any provision or term of this Agreement and fails to remedy such breach within 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:

13.1.3. 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

13.1.4. 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;

13.1.5. and in either event the aggrieved Party shall be entitled to claim any damages it has suffered.

13.2. 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.

14. GENERAL

14.1. Neither Party may cede its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

14.2. 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.

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- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
- 14.7. This Agreement shall be governed in all respects by and will be interpreted in accordance with the laws of the Republic of South Africa.
- 14.8. In the event that this Agreement is signed by two or more Clients, those Clients will be jointly and severally liable on all amounts due to the Service Provider under this Agreement.
- 14.9. 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

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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.

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

