



## TERMS & CONDITIONS

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This Agreement is entered into by **Hummingbirds Designs and Events t/a Absolute Perfection (Absolute Perfection)** and **You (Client)** of which the respective parties' duties and obligations are set out in the following terms and conditions. The Client and Absolute Perfection hereby acknowledges to have read, fully understood and accept the terms and conditions of this Agreement of which intention is indicated by their mark made below. This Agreement is legally binding and enforceable in terms of South African law.

### 1. DEFINITIONS

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Unless the context clearly indicates the contrary, any term defined in this Agreement, will bear the same meaning as defined in herein.

- 1.1. **"Agreement"** means the Terms and Conditions document, the Instruction Form together with any other addendums supplementing this agreement;
- 1.2. **"Business Day"** means **Tuesdays to Saturday**, but **excludes Mondays** and a day which is an official public holiday in the Republic of South Africa;
- 1.3. **"Business Hours"** means the hours between 09h00 and 17h00 Monday to Friday, and 09h00 to 12h00 on a Saturday;
- 1.4. **"Client"** means the bride, groom, associated person, person responsible for the account, nominated person and/or any other person acting on behalf of the bride/groom and event;
- 1.5. **"Event date"** means the date on which the event is scheduled to take place;
- 1.6. **"Instruction Form"** means an instruction document specifying the Services to be provided hereunder that is entered into between the Client and Absolute Perfection, including any amendments thereto (including any electronic document) and all relevant complete and correct information required by Absolute Perfection;
- 1.7. **"Intellectual Property Rights"** means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under South African Law;
- 1.8. **"Services"** means all services and the work product to be provided to Client by Absolute Perfection as described and otherwise further defined in the Instruction Form;
- 1.9. **"Service Provider"** means all Vendors, Suppliers and/or any other Service Provider supplying any goods/rendering any services in relation to the event;
- 1.10. **"Trademarks"** means trade names, words, symbols, designs, logos or other devices or designs used in the Deliverable Product to designate the origin or source of the goods or services of Absolute Perfection; and
- 1.11. **"Website"** means [www.absoluteperfection.co.za](http://www.absoluteperfection.co.za)

### 2. CONDITION

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**The existence of this contract is subject to the payment of the non-refundable deposit of 25% of the total amount indicated in the instruction form. Absolute Perfection is under no obligation to reserve any date nor perform any other duties as set out in this contract should the deposit not have been received by Absolute Perfection. It is the Client's duty to ensure that proof of payment is supplied and the date is confirmed to be reserved by Absolute Perfection.**

### **3. PAYMENT**

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- 3.1. Absolute Perfection will provide the Client with monthly statements of the status of their account, which includes payments to vendors and suppliers.
- 3.2. Subject to the conditions in this clause the Client is responsible for the following payments and relevant charges based on the updated invoice:
  - 3.2.1. **Non-refundable Deposit as set out in point 2.**
  - 3.2.2. **Second Instalment:** The Client is obligated to pay the second instalment being 50% of the invoice 90 (ninety) days from the date the deposit has been received. The Client is responsible for providing Absolute Perfection with proof of payment.
  - 3.2.3. **Final Instalment:** Final outstanding balance and any additional costs must be paid 30 (thirty) days before the event and any additional charges.
- 3.3. Additional services requested by the Client must be paid in full together with the final instalment. This includes but is not limited to:
  - 3.3.1. Additional consultation hours at an hourly rate of R550.00 (five hundred and fifty rand); and
  - 3.3.2. Additional travel costs as set out in this agreement.
- 3.4. Should the services of Absolute Perfection be rendered i.e. this agreement be entered into by the Client within less than 30 (thirty) days of the event date the above payment conditions will not apply and the Client will be requested to pay the full amount as a condition before this agreement will come into existence.
- 3.5. Absolute Perfection only accepts EFT's.

### **4. NOMINATED CONTACT PERSON**

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- 4.1. **The Client must nominate and authorize one person that will administer all communication with Absolute Perfection on behalf of the Client. Absolute Perfection will not accept any communications or instructions from any other party such as family or friends at any time. For the purposes of this Agreement the Client will include the Nominated Person.**



- 4.2. All communication, instructions or amendments in 4.2 must be done in writing during office hours. (No communication via Smartphone Apps or Social Media Websites will be accepted).

## **5. CONSULTATION HOURS**

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- 5.1. Consultation hours will be the amount of hours as indicated in the instruction form.
- 5.2. Additional consultation hours requested by the Client will be charged at an hourly rate of R 550.00.
- 5.3. Consultation hours include any telephonic, video conference (Skype) consultations with the Client, Suppliers, Vendors etc.
- 5.4. Any emails or other communications will not be charged for nor limited.

## **6. TRAVEL FEES**

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Should Absolute Perfection be required to travel more than 50 km radius in round trip measured from its offices, the Client agrees to pay Absolute Perfection at a rate of R 5.50 per km travelled 14 (fourteen) days prior to the Event.

## **7. THE CLIENT'S OBLIGATIONS**

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- 7.1. The Client must obtain the necessary permission, clearance, access to, entrance, and/or admission that may be required to the event should it be required of Absolute Perfection to attend the event. This includes the payment of entrance fees.
- 7.2. No phone calls will be accepted after hours by Absolute Perfection.
- 7.3. All arrangements of the event schedule, time, place etc. must be communicated to Absolute Perfection in writing no later than 30 (thirty) days prior to the event date. It is the Client's duty to ensure that all requests are communicated and confirmed by Absolute Perfection. Any breach to do so may lead to cancellation.
- 7.4. All information communicated between Absolute Perfection and the Client is confidential and will not be disclosed by either party.
- 7.5. The Client is responsible to for the purchasing of any additional items needed for the event.
- 7.6. Any additional services requested by the Client must be communicated to Absolute Perfection in writing no later than 21 (twenty one) days prior to the event and Absolute Perfection must agree to render such services. The costs for these services will be seen as additional costs subject to the payment terms as set out in this agreement.
- 7.7. The Client agrees to not obstruct or otherwise prevent Absolute Perfection from performing the agreed services.
- 7.8. Absolute Perfection will provide the Client with a Schedule for the event 21 (twenty one) days prior to the event. It is the Client's obligation to approve such schedule in writing to Absolute Perfection and advise of any amendments 7



(seven) days prior to the event taking place. Should the Client not confirm their approval via email nor indicate any amendments, the schedule will be considered final for the event.

- 7.9. In the event of the Client acquiring the services of Absolute Perfection for the full coordination of the event, Absolute Perfection must be included in the complete styling of the event which includes but is not limited to flower and décor arrangements. Service Providers recommended and the administration herein will be conducted in adherence to clause 9 of this agreement.

## **8. ABSOLUTE PERFECTION'S OBLIGATIONS**

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Absolute Perfection hereby agrees to:

- 8.1. Act in the best interest of the Client and advising and guiding the Client accordingly during the planning of their event;
- 8.2. Provide the Client with an update statement of their account on a monthly basis;
- 8.3. Conduct the planning of the event in a professional manner which includes the meeting of Service Providers 3 hours prior to the event taking place, comprehensive communication and updates to the Client; providing weekly update RSVP guest lists etc.

## **9. SERVICE PROVIDERS**

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- 9.1. The Client hereby agrees and mandates Absolute Perfection to act on behalf of the Client. This mandate will include:
  - 9.1.1. Signing of Service Provider agreements subject to the condition that this is pre-approved by the Client or otherwise agreed by the Client and Absolute Perfection;
  - 9.1.2. Consulting and communicating with Service Providers;
  - 9.1.3. Sourcing new Service Providers for the event should a Service Provider cancel its service agreement for the event date. This is subject to the approval of the Client who will also accept liability for the additional costs should there be any.
- 9.2. The Client is liable for any costs associated with and/or the costs of the Service Provider. The costs and invoices will be emailed to the Client who will be responsible to pay such funds into Absolute Perfection's account.
- 9.3. In order to ensure that the service/products of a Service Provider is booked for the event date, a 50% non-refundable retainer fee must be paid into Absolute Perfection's account no later than 30 (thirty) days after the acceptance of the Service Provider's quotation.
- 9.4. All Service Provider accounts must be settled no later than 14 (fourteen) days prior to the event.



9.5. The Client hereby agrees that Absolute Perfection are allowed to add its mark-up to flowers and décor sourced for the event date.

## **10. FLOWER MARKET PRICE**

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Absolute Perfection will under no circumstances guarantee the price of flowers during any stage of the planning of the event date. In the case of the Flower Market Price increasing at the time when the flowers is sourced for the event date by Absolute Perfection, then the Client will be liable to pay the difference to Absolute Perfection together with the final instalment.

## **11. CHANGE OF EVENT DATE**

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11.1. The Client agrees to not change the event date, location and/or time of the event without prior consultation with and approval from Absolute Perfection for the availability of its services. If Absolute Perfection is available for the new event date, the client agrees to pay the following costs:

- 11.1.1. All work done by Absolute Perfection to date at an hourly rate of R 550.00 in connection with the previous location;
- 11.1.2. Repayment of the deposit of 25%; and
- 11.1.3. Any additional payments required by the Service Providers.

11.2. Should the event date, location and/or time be changed by the Client and Absolute Perfection is not available for the newly selected date this contract will be cancelled in terms of the cancellation clause of this agreement.

## **12. CLIENT CONSENT**

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The Client hereby warrants that all participants of the event freely give their consent to being photographed as part of the production of this event, which includes the use of their likeness images without any recourse. The Client must ensure such release and authorization is acquired and that all participants is notified accordingly.

## **13. COPYRIGHT AND REPRODUCTION**

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Absolute Perfection reserves the right to display, reproduce or publicize any images or photos taken of this event and/or taken in relation to this event. Publicize, display and/reproduce includes showroom exhibitions, advertising, online publication or any other publication.



#### **14. EQUIPMENT & DAMAGES**

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- 14.1. The Client agrees to exercise reasonable care for all equipment supplied for the event by Absolute Perfection and/or any other Supplier.
- 14.2. The Client will be held liable for any damages suffered by Absolute Perfection or any other Supplier as a result of any damages to equipment whether intentional or not equipment by any person.
- 14.3. Absolute Perfection may remove or withdraw any equipment should a potential threat, subject to its discretion, arise that may cause any harm or damage to any equipment.

#### **15. CREATIVE FREEDOM**

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Due to the nature of the service being rendered by Absolute Perfection, it reserves the right to creative freedom. Creative Freedom includes the styling, placing, angling and planning etc. of the event in such a way that is associated with Absolute Perfection's style and trademark.

#### **16. POSTPONEMENT AND CANCELLATION**

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- 16.1. Absolute Perfection reserves the right to cancel this Agreement at any time during the planning of this event in the following instances:
  - 16.1.1. A conflict of interest arise between the parties, nominated person, Client or any other person affiliated with the Client;
  - 16.1.2. Absolute Perfection is unable to perform its duties; and
  - 16.1.3. Should the Client not provide proper instructions to Absolute Perfection during the course of the planning of the event;
  - 16.1.4. Should the Client obstruct or otherwise prevent Absolute Perfection from performing its service.
- 16.2. In the event of the Client postponing and/or changing the originally booked event date and Absolute Perfection is not available on the new date, the agreement will be cancelled of which the following conditions will apply:
  - 16.2.1. The Client will be liable for all deposits if not already paid in full;
  - 16.2.2. The Client will be liable for any additional costs incurred for rendered services that exceed the deposit amount;
  - 16.2.3. The Client will be liable for a cancellation fee of R 2,500.00 (two thousand five hundred); and
  - 16.2.4. Any other cancellation fee / fee required by any Service Provider suffered as a result of the cancellation or postponement.



- 16.3. Should the Client cancel the event within less than 21 (twenty one) days of the event date, the full amount is due and payable.
- 16.4. Any and all deposits paid in terms of this agreement is non-refundable.
- 16.5. Any cancellation of this agreement must be done in writing and all outstanding fees/deposits must be paid within 14 (fourteen) days of such cancellation notification and signed by both the bride and groom.
- 16.6. Should the Client cancel the agreement, the Client will be liable for all work done to date at an hourly rate of R550.00 which is not covered by the deposit and cancellation fee.

## **17. LIMITATION OF LIABILITY**

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- 17.1. Without limiting the generality of the provisions of this Agreement, Absolute Perfection will not be liable for and the Client will not have any claim of whatsoever nature against Absolute Perfection as a result of:
  - 17.1.1. Absolute Perfection not being able to provide services as a result of weather, *vis major*, sudden illness of a wedding planner or sudden fatal injury to the wedding planner of Absolute Perfection;
  - 17.1.2. any other liability that may be reasonably ascribed to Absolute Perfection for any reason whatsoever, arising out of the planning of this event;
  - 17.1.3. additional damages and costs exceeding the actual amount paid by the Client should the contract be cancelled by Absolute Perfection for whatever reason; and
  - 17.1.4. any damage, loss, cost or claim that the Client may suffer or incur arising from any cancellation or termination for any reason contemplated in this Agreement.
- 17.2. Save to the extent otherwise provided for in this Agreement or where the Client is entitled to rely on or receive, by operation of law, any representations, warranties or guarantees, we do not make or provide any express or implied representations, warranties or guarantees regarding the availability, accuracy, reliability, timeliness, quality or security of any product or service.
- 17.3. In addition to and without prejudice to any other limitations of liability provided for in this Agreement and to the fullest extent permitted by applicable law, Absolute Perfection will not be liable to you for any direct damages howsoever arising and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether resulting from negligence, breach or any other cause. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that Absolute Perfection is liable to you for any damages, Absolute Perfection's liability to the Client for any damages howsoever arising will be limited to the amounts paid by you under this Agreement in consideration for a service or product.

## **18. BREACH**

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Should the Client be in breach of any provision of this Agreement, then Absolute Perfection will be entitled, without prejudice to any other rights that it may have forthwith:

- 18.1. afford you a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question;
- 18.2. cancel all Agreements concluded between Absolute Perfection and you; or
- 18.3. claim immediate performance and/or payment of all your obligations in terms hereof.

## **19. CESSION AND DELEGATION**

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You may not sell, cede, assign, delegate or in any other way alienate or dispose of any or all of your rights and obligations under and in terms of this Agreement without the prior written approval of Absolute Perfection.

## **20. JURISDICTION**

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You hereby consent to the jurisdiction of the Magistrate's Court, South Africa.

## **21. AMENDMENT OF THIS AGREEMENT**

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Absolute Perfection reserves the right to amend this Agreement from time to time. Any new version of this Agreement will be displayed on our website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is the Client's obligation to visit our website on a regular basis in order to determine whether any amendments have been made.

## **22. GENERAL**

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- 22.1. The parties acknowledge and agree that this Agreement constitutes the whole of the Agreement between them and that no other Agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement will be binding on the parties. No changes to the Instruction form will be binding on any of the parties unless recorded in writing and signed by both parties.
- 22.2. You agree that any notices Absolute Perfection sends to the Client in terms of any Agreement concluded between us may be sent via email unless otherwise prescribed by law.
- 22.3. The Client warrant that as at the date of signature of the Instruction Form, all the details furnished by the Client to Absolute Perfection are true and correct and that the Client will notify Absolute Perfection in the event of any change to such details.
- 22.4. All our terms and conditions can be accessed, stored, and reproduced electronically by you.





**NOMINATED PERSON**

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As required by Absolute Perfection in this Agreement I \_\_\_\_\_, the Client, hereby nominate and duly authorize \_\_\_\_\_ to act on my behalf, which includes any and all decisions made or instructions given to Absolute Perfection in respect of this Agreement. For all purposes of this Agreement the nominee hereby accepts such appointment by the Client and accepts all terms set out in this Agreement.

I have read and reviewed the above terms and conditions and agree that I and my nominee will abide by them.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ 20\_\_.

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**CLIENT**

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ 20\_\_.

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**O.B.O. ABSOLUTE PERFECTION**