



EVENT ARCHITECT COORDINATION SERVICES

TERMS AND CONDITIONS

1 INTERPRETATION

- 1.1 It is agreed that this contract is entered into between **Event Architect** and the Client(s).
- 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 **Event Architect**.

2 DEFINITIONS

- 2.1 Unless otherwise provided for, the following words shall have the following meanings wherever used in this Agreement:
 - 2.1.1 "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.
 - 2.1.2 "Package" means the event package or amount as selected by the Client(s) specified on Quotation.
 - 2.1.3 "Client(s)" means the undersigned person(s) herein below, their representatives, successors, assigns, agents and affiliates.
 - 2.1.4 "budget" means an estimate of the amounts which will be spent by you on service professionals;
 - 2.1.5 "final account" means the total amount paid or payable to service professionals in respect of your event;
 - 2.1.6 "service professional" means any person providing any goods or services to you or **Event Architect** in relation to your event, unless the procurement or booking of such person does not fall within the scope of the services as excluded in the Quotation;
 - 2.1.7 "services" means the services detailed in the Quotation; and
 - 2.1.8 "VAT" means value-added tax in terms of the Value-Added Tax Act, 1991; and
 - 2.1.9 "event" shall mean legal and secular event services and any other event organised or managed by **Event Architect** on your behalf.
- 2.2 Paragraph headings shall have no bearing on the interpretation of the provisions of this Agreement. Words denoting persons include both natural and juristic persons. Words denoting the singular include the plural and vice versa. This Agreement shall be governed by and interpreted in accordance with South African law.

3 PAYMENT TERMS AND BOOKING FEE FOR COORDINATION & PLANNING

PAYMENT OF DEPOSIT AND FEES

- 3.1 Upon acceptance of the quotation received, a 50% payment of the total quoted fee becomes due and payable immediately to confirm booking and date. This fee secures the date, time and services of **Event Architect** and is non-refundable or transferable in the event of cancellation, it being agreed loss suffered by the **Event Architect** due to cancellation.
- 3.2 Should the date for the event change and **Event Architect** is not available to attend the new date, you will forfeit your booking fee.
- 3.3 Kindly note that we do not accept any payment by cheque. All payments to be made to us in terms of this Agreement must be made in cash directly into our bank account and without any deduction or set-off. Alternatively, payment by way of credit card can be made. A credit card authorisation form is available on request.
- 3.4 In the Quotation we have specified the details for **Event Architect** account that is held with First National Bank.
- 3.5 No date will be booked and secured unless the non-refundable booking fee (50%), as is referred to above, has been paid in full.
- 3.6 VERY IMPORTANT: Absolutely NO planning, or on-site visits will be conducted without 50% deposit. In the event this should be required or conducted, **Event Architect** reserves the right to charge a consultation fee of R650.00 per hour. Should the client wish to make use of **Event Architect** services, the R650.00 will be deducted from the total service fee.



BALANCE DUE

- 3.7 Not later than 10 days before the date of the event, you will be presented with an updated pre-event budget and an invoice in respect of the balance of fees and charges due to **Event Architect** and service professionals, respectively.
- 3.8 You agree to make payment of these amounts by no later than 7 days prior to the date of the event. Failing which **Event Architect**, without prejudice to any of its rights, will be entitled to immediately cancel this Agreement without further notice to you.
- 3.9 For the avoidance of doubt, should the required funds not reflect in our account at least 7 days prior to the event, no steps will be taken to set up the event.
- 3.10 You indemnify and hold harmless **Event Architect**, its members, employees and affiliates for any losses or expenses suffered as a result of any delays to the event as a result of non-payment or late payment.
- 3.11 Approximately 1 (one) week after the event, you will be presented with a reconciled statement reflecting the final account, sundry charges and any further amounts due and payable by you in terms of this Agreement and in terms of your agreements with service professionals. Payment of such amounts shall be made immediately on presentation of such statement.

4 SUNDRY CHARGES

You will be liable to make payment to **Event Architect** of all sundry charges, as well as any amounts disbursed by **Event Architect** on your behalf, including the following:

AFTER-HOUR CHARGE:

- 4.1 Should your event continue till after the stipulated hours on your quotation, an additional fee of R650.00 per hour will be charged to your account. Should an evening event continue until after midnight, an additional fee of R800.00 per hour will be charged to your account. Such additional fees are payable within 48 hours of the day of the function.
- 4.2 You shall be liable for all charges incurred at your event due to the function proceeding later than scheduled.

TRAVELLING EXPENSES:

- 4.3 The first 60km's are included in the quoted amount. Travel charges of R6.50 per kilometre after the 60km's will be charged, toll-gate costs will also be added to the final costs. These travelling charges are excluded from the quote and are for the clients account. Any further and/or advanced travel arrangements will be discussed between **Event Architect** and the client – this only applies to the day of the event. Should other travelling occur, these km's will be logged and added to final invoice.
- 4.4 Please note: This rate is subject to change due to inflation and petrol increases nationally.

ADDITIONAL CO-ORDINATION FEE:

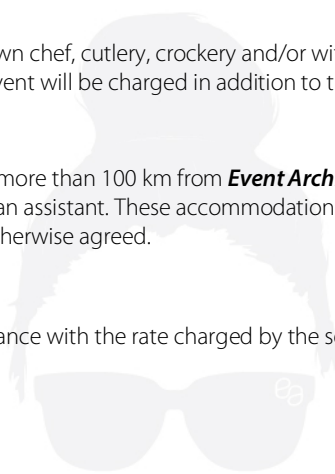
- 4.5 With venues that do not have their own chef, cutlery, crockery and/or with marquee functions, an additional 10% of the final account in respect of your event will be charged in addition to the co-ordination fee as indicated above, to take care of such arrangements.

ACCOMMODATION:

- 4.6 Should the venue of the function be more than 100 km from **Event Architect** office, suitable accommodation should be provided for **Event Architect** and an assistant. These accommodation charges are excluded from the quote and are for the clients account – unless otherwise agreed.

BREAKAGES & LOSSES:

- 4.7 5.7 Any breakage expenses in accordance with the rate charged by the service professional concerned.





5 VAT

- 5.1 Unless otherwise stipulated, all charges and values contained in the Quotation are exclusive of VAT at a rate of 15%.
- 5.2 Subject to applicable law, the co-ordination fee for services rendered to clients who are not residents of the Republic of South Africa during the time that such services are rendered shall be charged VAT at a rate of 0%. This is not applicable to clients residing in South Africa.

6 SERVICE PROFESSIONALS AND PAYMENTS TO SERVICE PROFESSIONALS (INCLUDING DEPOSITS)

- 6.1 Upon receiving deposit payment for coordination & planning fees stipulated above, quotations will be sourced and a budget proposal will be drawn up for the required hired items / services from other service providers. Should pricing change from the budget proposal drawn up by Event Architect, this will be for the client(s) account.
- 6.2 Upon acceptance of this budget proposal, a 50% deposit is required to book services / items from service providers. Event Architect will not make payments for these services from our account. Late payments from client for service providers may occur in losing the booking of items and Event Architect cannot be held liable for this.
- 6.3 Upon your acceptance of this Agreement, you are deemed to have authorised Event Architect to conclude service agreements with various service professionals approved by you. Please be advised that once Event Architect concludes such agreement on your behalf, you will be bound by the terms and conditions contained in such professional services agreement.
- 6.4 You acknowledge and agree that Event Architect shall engage with service professionals on your behalf as your agent. Event Architect undertakes not to enter into any agreement with any service professional without your permission to do so and only in accordance with an agreed budget. You agree honour all service professional agreements lawfully entered into by Event Architect on your behalf.
- 6.5 In the event of your event being cancelled, subject to the relevant service professional's terms and conditions and applicable law, service professional deposits are non-refundable. In the event of a postponement, Event Architect shall attempt to make use of all deposit amounts for the new event date. However, should an additional deposit be required to secure the date, all charges will be for your own account and will be added to the final invoice.
- 6.6 The remaining balance for services/items becomes due and payable 4 weeks before the event date. This ensures prompt payment and confirmation of such services and items.
- 6.7 All payments made, either by way of internet or electronic funds transfer, or cash, is to be free of commission and bank charges. Failing hereof will be added to the final account rendered by Event Architect.
- 6.8 The obligation to settle their final accounts, and any deposits payable, vests firmly with the client and we will only attend to such payments on receipt of the necessary funds from the client. Please note that we do from time to time accept referral fees from service professionals.

7 POSTPONEMENT AND CANCELLATION

- 7.1 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 except 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 Event Architect due to such cancellation:
 - 7.1.1 90 days prior to the function: 50% of the remaining balance for the package fee presented by Event Architect
 - 7.1.2 60 days prior to the function: 80% of the remaining balance for the package fee presented by Event Architect
 - 7.1.3 30 days prior to the function: 100% of the remaining balance for the package fee presented by *Event Architect***
- 7.2 Subject to clause 7.3, if you breach any of the terms or conditions hereof or any other agreement with **Event Architect** or fail to pay any amount payable by you on the due date, or commit any act of insolvency or endeavour to compromise generally with your creditors, or do or cause to be done anything which may prejudice our rights hereunder or at all, or allow any judgment against you to remain unsatisfied for 7 days, or placed under provisional or final sequestration, or if your estate is voluntarily surrendered, **Event Architect** shall have the right, without prejudice to any other right which it may have against you, to elect to –
 - 7.2.1** treat as immediately due and payable all outstanding amounts and to claim such amounts as well as any other amounts in arrear including interest and to cease performance of its obligations hereunder as well as under any other contract with you until you have remedied your breach; or cancel this Agreement and claim any damages.
- 7.3 **Event Architect** shall not be obliged to comply with its obligations hereunder in any respect whatsoever for so long as you are indebted to **Event Architect** in any amount in respect of any cause whatsoever or fail to comply with any other obligations to **Event Architect** whether arising out of this Agreement or otherwise.



- 7.4 In the event of the cancellation of this Agreement, cancellation of your event or postponement of your event, you hereby:
- 7.4.1 agree that, subject to applicable law, the deposit paid in terms of this Agreement shall be retained by us and, in the event of cancellation, constitutes a reasonable cancellation charge;
 - 7.4.2 indemnify and hold **Event Architect** harmless against any and all claims that might be brought against us by service professionals and agree to make full payment of any such claims; and
 - 7.4.3 agree to make payment to us of any sundry charges incurred prior to cancellation or postponement and any amounts paid to service professionals that were incurred on your behalf by **Event Architect** or that may fall due at the time of cancellation or postponement.

8 ADDITIONAL CHARGES FOR LATE PAYMENT OR BREACH

- 8.1 In the event of any failure by you to make payment to **Event Architect** of any amount due to it in terms of this Agreement on the date that such payment falls due, then you agree to make payment of interest on such amount at the rate of 2% (two percent) above the prevailing publicly quoted prime interest rate per annum. In the event **Event Architect** being forced to institute any action against you in terms of this Agreement, **Event Architect** shall be entitled to recover any legal costs so incurred on the scale of attorney and own client as well as tracing fees and collection commission.

9 FORCE MAJURE OR ACT OF GOD

- 9.1 The due performance of this contract is subject to change or cancellation by either party owing to any cause beyond their control. In such an event, **Event Architect** will not be held 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:
- 9.1.1 Force Majeure (Acts of God); i.e. – weather, as in rain, thunderstorms or lightning that has damaged anything.
 - 9.1.2 The loss, damage, destruction or theft of any property of the venue.
 - 9.1.3 Any act of circumstance, except for the gross negligence by **Event Architect**, causing loss, damage, destruction, theft and such other related events.
 - 9.1.4 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.
 - 9.1.5 In the event that **Event Architect** should do very simple floral arrangements (**Event Architect** are event planners and coordinators, thus floristry is not our speciality), the organisers cannot be held responsible (including financially) for flowers that have not opened, are of poor quality or are not available at the time of the event.
 - 9.1.6 any loss or damage arising from your breach of this Agreement or any agreement with a service professional entered into on your behalf.

The provisions of this clause 10 constitute a *stipulatio alteri* in favour of such persons the benefits of which may be accepted by them at any time.





10 LIMITATION OF LIABILITY & INDEMNITY

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

11 DISPLAY

- 11.1 The client(s) hereby permit and allow the **Event Architect** to display any images covered by this contract and to generally promote the business by means of advertising, publicity material, websites, exhibitions, competitions, magazines, and other such media, providing that the images as lawfully and without damage to the client(s).
- 11.2 It is specifically agreed that the Material may be used on social networks such as Facebook and / or other such social media forums as desired, or otherwise identified, unless otherwise agreed in writing.
- 11.3 Photographic images to be made available to **Event Architect** to add to our portfolio of events.

12 BREACH

- 12.1 The client(s) agree and acknowledge that in the event of them breaching any condition contained in this document, **Event Architect** is entitled to instantly cancel this contract with the client(s) without notice.

13 OTHER

- 13.1 The client must provide the same meal as the guests with their caterers for the coordinator and the assistant for events that includes coordination services.
- 13.2 Any additional services over and above stated in the package details will be billed and charged for accordingly. Such things include but are not limited to additional travelling, extra mock ups, and additional on-sites. Payment & signature is due at time of additional services.
- 13.3 The event coordinator will deal directly with the client/bridal couple. All correspondence will be with them, should changes be made to décor, stationery, vendors etc. this will be by written approval from the client/bridal couple.. Should any complaints, concerns or queries arise prior, during or after the event, these concerns are to be made the client/bridal couple alone. the client/bridal couple. will also be included or involved in any communications or correspondence received from outsiders including but not limited to Mothers, Fathers, Aunts, Uncles, Siblings, Friends. We will always keep the client/bridal couple included in emails, should we be contacted separately.

14 SEVERABILITY

- 14.1 Each clause of this Agreement shall be severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect.

15 GOVERNING LAW

- 15.1 This agreement and its termination shall be governed by and construed in accordance with the laws of the Republic of South Africa.

16 ACCEPTANCE AND ACKNOWLEDGEMENT

- 16.1 The Client(s) hereby accepts the quotation from **Event Architect** to render and supply all services and materials as agreed upon on these terms and conditions as stated herein. The Client(s) by agreeing to the terms and conditions set out on our website - 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 event package.
- 16.2 I/we hereby understand and accept the quotation and terms and conditions of this Agreement and confirm the appointment of **Event Architect** to render the services provided herein.