

***Happily Ever After Wedding Design & Décor Mandate and Fee Agreement  
Terms and Conditions***

Office Hours

Mon – Fri: 8h00 - 17h00

Sat: 9h00 - 13h00

***Only by Appointment***



[www.heaweddings.co.za](http://www.heaweddings.co.za)

[happilyeverafter@webmail.co.za](mailto:happilyeverafter@webmail.co.za)

Tel: 060 910 1870 / 076 654 4784

**PLEASE TAKE NOTE** that this Agreement is compulsory and clients are requested to read through same thoroughly and to complete same in full in terms of the Financial Intelligence Centre's Act 38 of 2001.

**TAKE FURTHER NOTICE** that no work can commence until HEA, the supplier, receives this original agreement back, fully completed and signed with the required annexures.

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**DETAILS OF THE INTENDED HUSBAND / PARTNER:**

*SURNAME:*

\_\_\_\_\_

*FULL NAMES:*

\_\_\_\_\_

*IDENTITY NUMBER (copy of ID to be attached as per FICA requirements):*

\_\_\_\_\_

*RESIDENTIAL ADDRESS:*

\_\_\_\_\_

*POSTAL ADDRESS:*

\_\_\_\_\_

*EMPLOYER:*

\_\_\_\_\_

*WORK ADDRESS:*

\_\_\_\_\_

*CONTACT DETAILS:* (W): \_\_\_\_\_

(H): \_\_\_\_\_

(C): \_\_\_\_\_

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*Initial:* \_\_\_\_\_.

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

MARITAL STATUS: *Unmarried*

**DETAILS OF THE INTENDED WIFE / PARTNER:**

SURNAME:  
\_\_\_\_\_

FULL NAMES:  
\_\_\_\_\_

IDENTITY NUMBER (copy of ID to be attached as per FICA requirements):  
\_\_\_\_\_

RESIDENTIAL ADDRESS:  
\_\_\_\_\_

POSTAL ADDRESS:  
\_\_\_\_\_

EMPLOYER:  
\_\_\_\_\_

WORK ADDRESS:  
\_\_\_\_\_

CONTACT DETAILS: (W): \_\_\_\_\_

(H): \_\_\_\_\_

(C): \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

MARITAL STATUS: *Unmarried*

**herein after jointly referred to as 'the client'**

Initial: \_\_\_\_\_.

**DETAILS OF THE INTENDED MARRIAGE:**

DATE: \_\_\_\_\_

CEREMONY TIME: \_\_\_\_\_

RECEPTION TIME: \_\_\_\_\_

PLACE OF CEREMONY:  
\_\_\_\_\_

PLACE OF RECEPTION:  
\_\_\_\_\_

**CLIENT'S BANKING DETAILS FOR REFUNDABLE DEPOSIT:**

NAME: \_\_\_\_\_

BANK: \_\_\_\_\_

BRANCH: \_\_\_\_\_

BRANCH CODE: \_\_\_\_\_

ACCOUNT NO: \_\_\_\_\_

We hereby agree to the services provided for by HEA on the following terms and conditions and accept that the following terms and conditions are legally binding whether signed by us or not if we have received same.

WHEREBY IT IS AGREED AS FOLLOWS:

**1. THE PARTIES INTENTION**

- 1.1. The parties agree that the supplier undertakes to provide a requested service to the client with regards to the clients' upcoming event.
- 1.2. The client undertakes to remunerate the supplier the amount stipulated in the quote received from the supplier.

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**2. PAYMENTS**

- 2.1. All payments will only be accepted by means of cash or bank transfer.
- 2.2. Upon acceptance of the quote a **50% deposit** needs to be paid to secure the date.
- 2.3. Any deposit paid, irrespective of the percentage, confirms the acceptance of the terms and conditions.
- 2.4. Full payment is due **14 days prior to the event.**
- 2.5. No items will be released or services performed unless full payment is received,

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**3. CHANGE OF FUNCTION DATE**

- 3.1. In case of a change of the function date, the client accepts that HEA cannot guarantee the availability of their or any other suppliers services and an additional admin fee will be charge to cover the time spent on attempting to arrange a date change.
- 3.2. The client further accepts that prices of flowers etc. will be adjusted to the current flower / décor costs at the time of the new function date.

**4. REFUNDABLE DEPOSIT, DAMAGES AND ADDITIONAL COSTS**

- 4.1. Lost crates, boxes, bags or storage containers kept in storage at the function venue will be charged for.
- 4.2. Items that need to be cleaned by the supplier will be charged for at a price set out by the supplier.
- 4.3. Linen which has been damaged by means of, *inter alia*, pulled threads, candle wax, loose hems and any form of burn holes (including cigarette burns) will be charged the full replacement cost.
- 4.4. Any chips or damages on ceramic, iron, glass or steal items will be charged for.
- 4.5. Damaged or broken items must be returned to the supplier and **NOT** thrown away.
- 4.6. The refundable deposit specified in the quote will be held for any losses or damages on items belonging to the supplier.
- 4.7. If the damage amount exceeds the refundable deposit, the client will be responsible for the additional loss as indicated on an invoice supplied by the supplier.
- 4.8. If all the goods are returned in a good condition and no damage is incurred, the deposit will be refunded to the client into the bank account contained herein above within 7 days of the event.

**5. TERMS OF USAGE OF HEA ITEMS**

- 5.1. All items quoted are subject to availability when booking is confirmed. All décor and rentals is on a first serve basis.
- 5.2. The client will be held responsible for all items listed on the final order from delivery / set up to collection / return date.
- 5.3. All items are the responsibility of the client from after set up by the supplier until collection and quality check by the supplier.
- 5.4. All items quoted on remains the property of Happily Ever After, unless stated otherwise.
- 5.5. The client shall not substitute any items belonging to the supplier.
- 5.6. HEA is not responsible for security of items on or off the venue site.

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**6. USE AND SECURING OF SUPPLIERS**

- 6.1. Some items or services required by the client may require an additional outsourced supplier whose quote will be added to HEA's quote.
- 6.2. The client undertakes to remain liable for the outsourced suppliers account or a cancellation fee thereof if need be.
- 6.3. No outsourced supplier will be booked or confirmed until the client has paid the minimum of 75% of such suppliers quote to HEA.

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- 6.4. The client accepts that flower prices and availability fluctuate continuously and therefore these prices can only be confirmed closer to the function date.

## **7. SET UP, CO-ORDINATING AND COLLECTION BY HEA**

- 7.1. No changes will be accepted with regards to the final numbers within 4 weeks prior to the function.
- 7.2. All items belonging to HEA will be set up by HEA on the day of the function or the day prior to the function as arranged. Items not supplied by HEA can be set up at an additional fee. Please confirm at least 3 weeks prior to date.
- 7.3. If décor requires clear up after hours (directly after the function/same day), this will be charged at an additional fee.

## **8. RENTALS**

- 8.1. Décor or linen being rented must be returned the day after the function or by the specified date and time on the quote. Failure to do so results in the forfeiture of the refundable deposit.
- 8.2. No candelabras will be rented out unless delivered and collected by Happily Ever After.
- 8.3. Renting of décor commences on the day of the function or the day prior to the function depending on the agreement reached between HEA and the client.
- 8.4. Goods hired from Happily Ever After for rental purposes need to be checked by the client before loading and leaving the premises. No responsibilities will be taken by Happily Ever After for any breakages and irregularities regarding quantities once the goods have left the premises.
- 8.5. All rentals are subject to the relevant terms contained in this agreement.

## **9. TRAVEL COSTS**

- 9.1. Disbursements in respect of travelling costs per motor vehicle will be recovered at the rate of R4.80 per kilometre and in the amount as indicated on the quote;

## **10. RIGHT OF RESERVATION**

- 10.1. HEA reserves the right to use photographs taken at events organised or set up by HEA for marketing purposes.

## **11. CANCELLATIONS**

- 11.1. In the case of cancellations of a booking or a service, the deposit shall not be refunded.

- 11.2. Cancellations within last 2 months (within 60 days) before the function date, will result in the client being liable for the full contract price.

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- 11.3. Cancellations preceding the last 2 months (within 60 days) before the function date, will result in the client being liable for 50% of the quoted amount and liable for any additional cancellation fees charged by out sourced suppliers.

## 12. BREACH

- 12.1. Should either party be in breach of any clause of this agreement, such party could protect their rights in terms of this agreement by means of any action allowable by law and claim the appropriate relief in accordance with the laws of South Africa, which include but is not limited to specific performance, cancellation and a claim for damages.

## 13. GOVERNING LAW & JURISDICTION

- 13.1. This Agreement shall in all respects, including its validity, interpretation, implementation, termination and enforcement, be governed by the Laws of South Africa.
- 13.2. Parties consent to any proceedings instituted by either party arising from this agreement or any breach thereof, being brought in the Magistrate's Court in terms of section 45 of the Magistrates Court Act, which Court shall have jurisdiction for this purpose. Insofar as is necessary, the parties both consent to the jurisdiction of the Magistrate's Court without waivering their right to proceed in any other court without competent jurisdiction.
- 13.3. **Should the supplier have to proceed with collection procedures in recovering capital claim (quoted amount) due to the supplier by the client, the supplier and/or a third party assisting in recovering the fees are by right entitled to:**
- 13.3.1. **collect such fees and legal process fees on the scale as between attorney-and-client; and**
  - 13.3.2. **interest on the capital claim will accrue @18% p.a. from the date upon which same became payable until date of final payment; and**
  - 13.3.3. **recover collection commission of 10% from every payment received in regards to settling the outstanding capital amount; and**
  - 13.3.4. **to claim all other costs incurred in recovering the debt, *inter alia*, tracing fees; and**
  - 13.3.5. **use the address as noted on the face of this mandate as the client's *domicilium citandi et executandi*;**

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## 14. WHOLE AGREEMENT

- 14.1. It is recorded that there exists no collateral or other agreements between the parties and that the Agreement and its annexures constitutes the whole agreement between them in relation to the subject matter hereof.

## 15. VARIATION, CANCELLATION & WAIVER

- 15.1. No agreement varying, amending, adding to, deleting from or cancelling this Agreement and no waiver, shall be effective, unless reduced to writing and signed by or on behalf of the parties.

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Initial: \_\_\_\_\_.

**16. GENERAL**

16.1. Each of the parties undertakes to co-operate with each other and to act reasonably in relation to all matters pertaining to this Agreement, so as to ensure the smooth and efficient implementation of its provisions.

**17. DOMICILIUM**

17.1. The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the addresses contained in the introduction of this agreement.

17.2. Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or e-mail.

17.3. Any party may by notice to any other party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that party to another physical address in Gauteng or its telefax number, provided that the change shall become effective *vis-à-vis* that addressee on the 7<sup>th</sup> business day from the deemed receipt of the notice by the addressee.

17.4. Any notice to a party:

17.4.1. sent by prepaid registered post in a correctly addressed envelope to it at its *domicilium citandi et executandi* shall be deemed to have been received on the 7th business day after posting (unless the contrary is proved);

17.4.2. delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

17.4.3. sent by telefax or e-mail, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

***I HEREBY DECLARE THAT THE ABOVE PERSONAL PARTICULARS ARE BOTH TRUE AND CORRECT, AND THAT I UNDERSTAND THE CONTENT OF THIS MANDATE AND FEE AGREEMENT.***

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
INTENDED HUSBAND/PARTNER

\_\_\_\_\_  
Initial: \_\_\_\_\_.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

WITNESSES:

3. \_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_  
INTENDED WIFE/PARTNER

\_\_\_\_\_  
*Initial:* \_\_\_\_\_.