

STANDARD TERMS AND CONDITIONS

“**We**”, “**Us**” and/or “**Our**” means Brandevolution (Pty) Ltd

“**You**” / “**Your**” means the client, organisation, person(s), or group engaging our services and includes your representatives, successors, assignees, and/or agents.

“**Services**” means our engagement with you, which includes, but is not limited to, event planning, event design, event managements, event hosting, provision of event related services, marketing and/or promotional support, goods or materials, project management, sourcing of goods and/or services, and/or any other similar services for which you engage us.

“**Terms and Conditions**” means these terms and conditions of service, as determined from time to time. All services rendered by us, and accepted by you, are subject to these terms and conditions. Our terms and conditions prevail over your terms and conditions.

“**Days**” mean ordinary calendar days, unless otherwise stipulated.

1. COST AND PAYMENT

- 1.1 The cost of Services, including fees, expenses, and/or similar values, will be provided under separate cover. All amounts are stated excluding VAT unless otherwise stated.
- 1.2 Upon acceptance of the quotation, whether by signature or by other means which constitutes your acceptance of the quotation and these terms and conditions, the payment of 75 % of the total quoted cost of service becomes due and payable immediately. This payment is not refundable or transferable in the event of Service cancellation by you, it being the agreed loss suffered by us due to cancellation.
- 1.3 Quotations are valid for 7 days, from date of quotation, subject to availability of Service.
- 1.4 You may cancel the services at any time by giving written notice to us, but in doing so shall forfeit amounts already paid, and in addition thereto, the following will be due and payable in case of cancellation, it being the agreed loss suffered by us due to such cancellation:
 - a. 60 calendar days prior to agreed Services date - 10% of total cost quoted and accepted.
 - b. 30 calendar days prior to agreed Services date - 50% of total cost quoted and accepted.
 - c. 21 calendar days prior agreed Services date - 75% of total cost quoted and accepted.
 - d. Less than 14 calendar days prior agreed Services date – 100% of total cost quoted and accepted.
- 1.5 The balance of cost of Service is due 7 days from date of final invoice.
- 1.6 We reserve the right not to deliver some or any Services on the grounds that full payment has not been as paid when due.

1.7 Interest will be charged at an agreed rate of 2.5%, calculated monthly, on all overdue amounts.

2. SERVICE SPECIFIC TERMS AND CONDITIONS

2.1 With reference to goods and/or materials branding:

2.1.1 You will be responsible to ensure the artwork supplied and/or presented meet your requirements prior to branding being completed, and that the goods or materials are appropriate for your purpose. Artwork is to be supplied in acceptable file format, including typesetting and colour specification.

2.1.2 We require written approval / sign-off of all artwork and/or typesetting prior to branding commencing.

2.1.3 Due to the variety of materials and the different branding processes utilised by our service providers / suppliers, no guarantee will be given to match exact pantone numbers or colour samples provided by you. We cannot be held liable for any additional costs that may arise in the event that your artwork requires further design or reproduction.

2.1.4 Delivery and/or lead time, as the case may be, are merely estimates and are not binding on us. All deliveries, including express delivery, will be charged at the prevailing rates applying at the date of such delivery. Any third party engaged in transporting the goods or materials shall be deemed to be your agent irrespective of which party gave instructions to, or paid, such third party.

2.1.5 You are required to advise us immediately of any shortages or damages to goods or materials delivered.

2.2 With reference to events, or similar function:

2.2.1 You understand and agree that ad hoc changes made by you to the service already quoted and accepted may bring about delays, rescheduling and/or additional cost. While we will always endeavour to accommodate and meet your specific requirements, we cannot be held responsible for any delays, rescheduling and/or additional cost as a result thereof, which will be for your account.

2.2.1 You are advised to conduct your own assessment of the suitability, location and/or nature of any venues or premises to be utilised for your event or function.

2.2.3 You are advised to take out appropriate insurance for your event or function to cover possible loss or damage relating to property or persons at or during your event or function. The cost of such insurance will be for your account.

2.2.4 You will be bound by any and all safety, environmental, health and security-related laws, regulations, rules, licenses, instructions and provisions applicable to the venue or premises and type of event or function, and the responsibility to ensure adherence by you and/or your participants to such laws, regulations, rules, licenses, instructions and provisions, remains with you.

3. **LIMITATION OF LIABILITY AND INDEMNITY**

The Services are provided on the express condition that We and/or Our owners, directors, officers, employees and/or agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by You, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of Us whatsoever, unless, in the case of injury or death, it is due to the negligent act or omission of Us. Such liability will be subject to a limitation of R 10 000 or the total costs of Services (refer to 1.1), whichever is the lower amount.

4. **GENERAL**

- 4.1 This document, read with the quotation(s) constitutes the sole record of the agreement between you and us in regard to the subject matter hereof and we will not be bound by any express, tacit or implied terms, representation, warranty promise or the like if not recorded herein.
- 4.2 Save as otherwise specifically provided herein, no addition, variation, or consensual cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of you and us.
- 4.3 No indulgence, which we may grant to you, shall constitute a waiver of any of our rights and we shall not thereby be precluded from exercising any rights against you which may have arisen in the past or which might arise in the future.
- 4.5 These terms and conditions will be governed, construed and take effect in all respects in accordance with the laws of the Republic of South Africa and the parties hereby consent to the exclusive jurisdiction of the South African Courts.
- 4.6 Our terms and conditions are subject to change from time to time, and an updated copy will be placed on our website. You are advised to ensure that you are familiar with the latest version of our terms and conditions.

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