

TERMS & CONDITIONS:

1. General

- 1.1. The hire of bespoke event décor services and furniture ("Goods and/or Services") from Pastel Creations is subject to the terms and conditions set out herein.
- 1.2. You agree that, by making payment of the agreed upon booking fee, you have read, understood, and agree to be bound by these terms and conditions.
- 1.3. No variation, amendment or cancellation of these terms and conditions will be binding or have any force and effect unless confirmed in writing by Pastel Creations.

2. Payments & Bookings

- 2.1. This invoice does not constitute confirmation of the booking of Goods and/or Services.
- 2.2. To secure or confirm your booking of Goods and/or Services, you shall make payment of 60% (sixty percent) of the invoiced amount within the validity period set out on the invoice and provide Pastel Creations with your proof of payment ("Booking Fee").
- 2.3. You shall make payment of the balance of the invoiced amount (40% forty percent), which shall reflect on Pastel Creations' bank account at least two hours prior to the collection and/or delivery of Goods and/or Services.
- 2.4. No cash payments will be accepted unless Pastel Creations' prior consent is obtained.
- 2.5. No Goods and/or Services will be collected and/or delivered unless the full invoiced amount has been paid to Pastel Creations.

3. Risk, Collection, Delivery & Return

- 3.1. The hired Goods (be it décor or furniture) will be at your sole risk from the date and time of delivery and/or collection, until the hired Goods are collected by or returned to, and received by, Paste Creations.
- 3.2. You undertake to return the hired Goods in the same condition that they were collected and/or delivered to you.
- 3.3. Pastel Creations shall not be responsible for any delay, loss, non-delivery, if you have provided inaccurate information regarding the delivery place, or collection or delivery time, or any other relevant information pertaining to the delivery or collection of the Goods and/or Services.
- 3.4. It is your responsibility to confirm the hired Goods and/or Services on collection or delivery. No discrepancies about quantities, loss, damage, or shortages will be accepted by Pastel Creations after the Goods and/or Services have been delivered or collected and have been accepted by you.
- 3.5. You shall return, either by delivering to Pastel Creations or by availing for collection by Pastel Creations, the hired Goods on the day after the event or the expiry date of the hire period, whichever applies. A late return fee will be charged at a full hire fee of each hired Good for every day the hired Goods are outstanding.
- 3.6. You acknowledge that failure to return the hired Goods as set out herein shall constitute a breach of these terms and conditions and illegal possession of the hired Goods, and Pastel Creations may report the hired Goods stolen.

4. Care, Damage & Replacement

- 4.1. Pastel Creations may request refundable damages cover fee in respect of hired Goods, in addition to or as part of the invoiced amount.
- 4.2. Upon delivery or collection of the Goods, you and Pastel Creations will inspect the Goods to determine their condition. Any dissatisfactory condition of the hired Goods shall be recorded in writing by you.

- 4.3. All hired Goods must be returned to Pastel Creations in an acceptable condition. Failure to do so shall result in an additional cleaning surcharge, the cost of which is excluded from the invoiced amount.
- 4.4. You shall be liable for all damages or losses to the hired Goods, including any damage or loss that may be incurred in the transportation, storage, or use, of the Goods by you.
- 4.5. You shall inform Pastel Creations of any damages or losses of the hired Goods as soon as you become aware of same.
- 4.6. Pastel Creations shall inspect the hired Goods once they are returned:
 - 4.6.1. If the hired Goods are damaged, but are capable of being repaired, you shall be liable for the full repair costs.
 - 4.6.2. If the hired Goods are lost or damaged beyond economical repair, you shall be liable for the full replacement cost.
- 4.7. The repair and/or replacement costs referred to above shall be deducted from the refundable damages cover fee. If the refundable damages cover fee is insufficient, you shall be liable for the balance of the costs.

5. Cancellations, Refunds & Changes

- 5.1. You are entitled to cancel your booking at any time before the hired Goods and/or Services are to be collected and/or delivered, but subject to the following cancellation fees:
 - 5.1.1. If you cancel your confirmed booking 14 (fourteen) days **prior** to the date of collection or delivery, Pastel Creations will charge 20% (twenty percent) of the full invoiced amount.
 - 5.1.2. If you cancel your confirmed booking 7 (seven) days prior to the date of collection or delivery, Pastel Creations will charge 45% (forty-five percent) of the full invoiced amount.
 - 5.1.3. If you cancel your confirmed booking within 7 (seven) days of the date of collection or delivery, Pastel Creations will charge 60% (sixty percent) of the full invoiced amount.
- 5.2. The above cancellation fees shall be deducted from the Booking Fee and the balance shall be refunded to you within 7 (seven) days from the date of cancellation.
- 5.3. Pastel Creations may agree to reschedule or change the date of collection or delivery of the Goods and/or Services to an alternative date, **subject to availability** and to you being liable for any unrecoverable costs incurred in preparation for the collection or delivery of the Goods and/or Services.
- 5.4. Without derogating from the above, Pastel Creations will do everything possible to accommodate you if you require a change of date.

6. Limited Liability and Indemnity

- 6.1. Pastel Creations liability to you for any claim or loss arising out of the hired Goods and/or Services shall be limited to the Invoiced Amount paid by you to Pastel Creations
- 6.2. Pastel Creations shall not be liable in the event of destruction, delay, loss, or damage caused by a *force majeure* or supervening impossibility. In such an event, Pastel Creations will notify you and at its sole discretion, will either cancel the booking and return all amounts paid (less a reasonable fee for work already performed and Goods procured) or alternatively, will delay collection or delivery of the Goods and/or Services until after the force majeure.
- 6.3. You indemnify Pastel Creations from all liability, claims and expenses of whatever nature, arising from your unlawful conduct.
- 6.4. You further indemnify Pastel Creations from all liability, claims and expenses, arising from any damage, injury, or loss to you and/or your guests' that may arise out of the hired Goods and/or Services.