



RUBY BEE WEDDINGS & EVENTS (PTY) LTD

62 CARLISLE STREET

PAARDEN EILAND

CAPE TOWN

+27 72 817 7144

EVENTS@RUBYBEE.CO.ZA

WWW.RUBYBEE.CO.ZA

RUBY BEE WEDDINGS & EVENTS (PTY) LTD TERMS & CONDITIONS

If you book our services you are agreeing to comply with and be bound by the following terms and conditions.

GENERAL

• The 'Company' is RUBY BEE WEDDINGS & EVENTS (PTY) LTD. The 'Hirer' is any person or company who hires or has agreed to hire Goods from the Company. 'Goods or equipment' means goods provided by the Company in accordance with the Company's standard Terms and Conditions of hire.

- The contract is for the hire and/or sale of equipment detailed on the contract. The parties to the contract are:

the Hirer, as an individual or an organisation whose official representative will be the signatory of the contract.

No changes or additions shall be effective. Any condition not enforced or deemed invalid will not affect other condition.

- Where the Hirer is in breach or subject to insolvency or liquidation proceedings, RUBY BEE WEDDINGS & EVENTS may terminate the contract and collect equipment without affecting any rights to recover monies owing or breach of contract damages.
- Acceptance of goods and services from RUBY BEE WEDDINGS & EVENTS (PTY) LTD implies that you have accepted our Terms & Conditions.
- RUBY BEE WEDDINGS & EVENTS (PTY) LTD does not warrant that functions contained in this website content will be uninterrupted or error free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or bugs. We shall have no liability for any direct, indirect, special or consequential loss arising out of the use of or the inability to use this website including (without limitation) reliance on any information or content of the website or which results from mistakes, omissions, interruptions, deletions of files or emails, defects, viruses or delays in operation or transmission.

ACCEPTANCE OF CONDITIONS

The customer's acceptance of goods on hire implies acceptance by signing and agreeing to our Conditions of Hire as given below.

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CHARGES

- A standard cleaning fee will be charged for items rented.
- Any Sundays and public holiday set-up and breakdowns will be charged additional fees due to staff overtime.
- No midnight collections / strikes will be considered.
- Hire charges will be for periods of 1 day (24 hours) as detailed on the hire contract.
- Delivery and collection will be charged at current RUBY BEE WEDDINGS & EVENTS (PTY) LTD rates. Failed delivery and collection attempts will be charged at additional rates.
- All outstanding payments, including VAT, will be paid on demand.
- Deposits will be requested as security on equipment hired and will be used against any outstanding payments. Any balance due is refunded by bank transfer on return of equipment in sound / clean condition.

- Any parking fines or other parking costs incurred due to inadequate provisions made by the organisers of the event for delivery and collections by RUBY BEE WEDDINGS & EVENTS (PTY) LTD will be re-charged to the Hirer.
- Any equipment unavailable for inspection or collection, after a reasonable time, will be deemed to be lost and a charge will be made to the Hirer equal to the current replacement value of the equipment. It is not the responsibility of RUBY BEE WEDDINGS & EVENTS (PTY) LTD to search around the venue for stock items when doing a collection. The hirer is fully responsible to repackage the hired items in the boxes and crates they were received in. Failure to do so, will result in an additional Strike fee of R1500. The Hirer agrees to pay for all equipment loss, repair and cleaning. Hire charges will continue until full payment is made.

• All cancellations must be confirmed in writing at least 14 days before the hire equipment is due to go out on hire. In the event of a cancellation, the following cancellation charges will apply;

Cancellations 0 to 7 days prior forfeit 100% of the deposit. Cancellations 7-14 days prior forfeit 75% of the deposit.

Cancellations 14-21 days prior forfeit 50% of the deposit.

Cancellations 21-28 days prior forfeit 30% of the deposit. Cancellations 365 days before event forfeit 25% of the deposit to cover admin fees.

RETENTION OF TITLE

All goods remain the absolute property of RUBY BEE WEDDINGS & EVENTS (PTY) LTD and the customer undertakes not to sell, offer to sell, assign charge, pledge or underlet, lend or otherwise deal with the products unless agreed otherwise with the company.

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BOOKING

A 50% payment of the total invoice amount is required to reserve your booking with RUBY BEE WEDDINGS & EVENTS (PTY) LTD. Deposits can be paid using electronic bank transfer. Cash transfers are accepted, however the Hirer will be liable for cash transfer costs.

DAY OF SETUP

On the day of setup, we will require all the tables ready for us to dress the tables. We are unable to wait until the ceremony is finished to dress the tables unless pre-arranged with us. It is the responsibility of the Hirer to check that all Items have been provided and to notify us immediately if any discrepancies and or damages.

PRE AUTHERISATION

If any items are damaged or missing after the event we will automatically take replacement costs which will be added to your final bill after the event. The customer acknowledges that the company is entitled to charge any credit, debit card nominated for any charges that are due. If the items can be returned complete and undamaged RUBY BEE WEDDINGS & EVENTS (PTY) LTD will refund you for those item/s.

RESPOSIBILITIES OF THE HIRER

- Adequate delivery and collection access will be provided by the Hirer. Any loading, unloading, set up or break down assistance provided by RUBY BEE WEDDINGS & EVENTS (PTY) LTD is at the Hirers risk.
- The Hirer or his signatory will check quantities and condition of equipment on delivery and sign the contract to confirm agreement. Any damage or shortfall must be agreed, noted on the contract and signed off by both parties. Failure to do so will be deemed as full acceptance of the order even if a signature is not provided.
- The Hirer accepts full responsibility for the security and safe use of the equipment until collection or return to RUBY BEE WEDDINGS & EVENTS (PTY) LTD.
- The Hirer shall return all crates and boxes supplied by RUBY BEE WEDDINGS & EVENTS (PTY) LTD. Failure to return these items will result in a charge for their full replacement value being made to the Hirer.
- The Hirer agrees to insure all equipment on a full replacement basis against loss and theft. All insurance claim proceeds to be paid to RUBY BEE WEDDINGS & EVENTS (PTY) LTD on demand.
- Collection and return dates are listed on all invoices and packing slips, failure to return the hired items on the indicated dates, will result in another rental term.

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RESPONSIBILITIES OF RUBY BEE WEDDINGS & EVENTS (PTY) LTD

- Agreed hire rates will be maintained for the length of the contract.
- Appropriate instruction on the safe use and operation of the equipment will be provided by RUBY BEE WEDDINGS & EVENTS (PTY) LTD. RUBY BEE WEDDINGS & EVENTS (PTY) LTD does not accept responsibility for any loss or injury caused by the use of company equipment.
- All powered equipment will undergo appropriate testing and inspection in accordance with relevant statutory requirements prior to commencement of hire. RUBY BEE WEDDINGS & EVENTS (PTY) LTD may not be held responsible in any case where the venue or hirer is not able to supply a stable electricity voltage or supply of 240 volts and powered equipment is unable to operate as per described per contract, quote and or our catalogue.
- Whilst RUBY BEE WEDDINGS & EVENTS (PTY) LTD will make every endeavour to supply equipment as described in the current catalogue and website, all items are offered subject to availability. Circumstances may lead to alternative products being supplied, but they will conform to the same standards.
- If equipment cannot be supplied on the agreed date because of circumstances beyond its reasonable control, RUBY BEE WEDDINGS & EVENTS (PTY) LTD shall return all monies paid and not be liable to pay further compensation to the Hirer.
- The liability of RUBY BEE WEDDINGS & EVENTS (PTY) LTD for any claims made by the Hirer will not exceed the contract charge and does not extend to any consequential or financial loss caused by late or non- delivery, unsuitability, breakdown or lawful repossession.

FLORAL TERMS AND CONDITIONS

- When working with nature, there are no guarantees. We will do our absolute best to supply what you order, however due to variations in the weather and seasonal availability of some flowers, we cannot guarantee availability, exact colours or shades. Should we need to substitute any flowers for you, we will select what we feel is the next best option.
- Prices quoted for flowers may be subject to change based on seasonal or natural causes that affect the market.
- Prices quoted for flowers may be subject to change based on seasonal or natural causes that affect the market and a final bill for floral orders will be due 7 days post the event.

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- You may not copy, display, use, download, and/or distribute content and photos obtained from the website for any purposes without our written consent.
- All proposals / quotes done by RUBY BEE WEDDINGS & EVENTS (PTY) LTD are copyright and may not be used or reproduced without the consent of RUBY BEE WEDDINGS & EVENTS (PTY) LTD.
- Proposals may not be taken without our consent to any other company with the intent to recreate this proposal or quote. In any case that the client wishes to use this as a guide line to produce the products, ideas in his/ her own private capacity the quote / proposal will be released to the client with an admin fee of R500. This proposal / quote is strictly only serviceable by RUBY BEE WEDDINGS & EVENTS (PTY) LTD.

Full Signature _____ **Date:** _____