

# Terms & Conditions!

(last revised: September 2017)

These Terms and Conditions ("the Terms and Conditions") govern your ("the User") use of the It's a Date Event Planning cc trading as It's a Date ("Provider") website located at the domain name www.itsadate.co.za ("the Website"). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the website for marketing and other purposes without the consent of the Provider.

**NOTE:** BY USING OR ACCESSING THE IT'S A DATE WEBSITE AND MAKING USE OF ANY OF THE SERVICES OR PRODUCTS ADVERTISED THEREIN; YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

## **Availability and Pricing of Products and Services**

All of the Providers Services, Packages and/or Products are subject to availability and are incredibly popular, so please book as far in advance as possible to avoid disappointment. No booking is considered final and confirmed until such time as we receive your completed and signed Booking Form and proof of payment of your deposit.

Display of a product or package does not necessarily guarantee availability. We will endeavour to keep our website updated on stock changes; however, out-of-stock items may delay your delivery or booking. We will keep you fully informed of any such occurrences.

We strive to advertise all prices and illustrations correctly at all times, however, we cannot be held responsible for any omissions or errors which may occur. All pricing is quoted and transacted in South African Rands. It's a Date makes no representation, warranty or guarantee that the content will be satisfactory to your needs, meet your expectations, or be uninterrupted, timely, accurate, secure or free from errors.

## **Use of Services**

The User agrees to be bound by any terms & conditions stipulated by the Providers Service Partners, Vendors or Suppliers that are agreed and signed to on their behalf by the Provider when booking such items/services.

The User furthermore agrees to abide by the age restrictions, limitations and all other instructions as made clear to them in their booking confirmation and other correspondence/notifications with the Provider and their Suppliers/Vendors. This is for the safety and wellbeing of the User, the Provider, its Suppliers as well as other Users of the service. Should the User act in deliberate violation of any of these terms and conditions, the service may be cancelled without notification. Any additional expenses incurred as a result of such action(s) will become immediately due and payable by the client.

You may only use the Services for lawful purposes and you warrant that you shall not, other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this website, and you may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this website on your own server, or copy, adapt, modify or re-use the text or graphics from this website without prior written permission from the Provider.

The use of any product or service bought from this Website and/or the Provider is at the User's risk. The Purchaser/User indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using or purchasing the service and/or products on the Website.

## **Booking Process and Deposits**

When booking a package/service, the User will be issued with a Booking Form, which must be completed, signed and returned by fax or email to the Provider.

Upon receipt of the Booking Form, The Provider will issue the User with an invoice that contains a reference number and banking details based on the service(s) and product(s) booked and detailed in the Booking Form(s). No invoice will be issued without receipt of a completed Booking Form.

The User will be required to make payment of a non-refundable 50% deposit by no later than 48 hours (2 working days) after signing and returning the Booking Form. The User must send the proof of payment to the Provider via either the email or fax number provided.

Upon receipt of the proof of payment, the Provider will issue the User with a full Booking Confirmation.

Final guest numbers/changes to events must be confirmed in writing by the User by no later than 7 working days before the event. At this time, the Provider will amend the invoice as necessary to reflect any changes (provided that the changes stay within any specified minimum / maximum requirements).

Full payment is required no later than 1 week (5 working days) prior to the event and additional security / breakages deposits may be required depending on packages and products chosen.

No additional changes may be made to the booking in terms of increasing or decreasing numbers within 5 working days from the event, unless agreed in writing with the Provider.

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## Important Booking Notes:

When dealing with It's a Date Event Planning and it's various Vendors/Suppliers. The person making the booking (Client) must take full responsibility for everyone within his/her party. Any reference to the client will apply to all within his/her party.

It is the responsibility of the client if injury is sustained that the right medical attention is obtained. It will also be the Clients responsibility to ensure that they abide by the law.

All deposits by the User are non-refundable unless otherwise agreed in writing by the Provider & their Vendors/Suppliers. No package is deemed as booked and confirmed until the deposit has been paid, proof received and email confirmation sent by an official representative of the Provider.

Failure by the User to pay the booking deposit or final payment within the specified time will result in the client being in direct violation and default of the contract, at this time, the agreed booking(s) will be cancelled by the Provider and the User will be liable for any cancellation fees incurred. The Provider will advise the User of this cancellation via the email address provided on the booking form.

Once this action has been taken, the Provider cannot guarantee availability of vendors. Where possible, exceptions may be made however; this needs to be requested in writing and can only be waived once.

## Payment Terms

The Provider does not accept any cheque payments, only EFT Payments and Cash Deposits however; if a cash deposit is made, the User will be liable for the service fees charged by the banks for "OTC (over the counter)" transactions which is 1% of the deposited amount.

Upon signing the agreement between the User and the Provider, the User agrees to pay a deposit of 50% of the proposed total cost within 48 hours of signing the agreement. Should this payment proof not be received within this time, the booking will be forfeited. The proof of payment of said deposit must be faxed or emailed to the Provider, who will confirm receipt with a full booking confirmation sheet.

The balance is payable to the Provider no less than 5 working days (1 week) before the event/function date. The Provider does not charge the User a commission/service fee as we have set commission agreements with our vendors/suppliers. Should payment not be received in accordance with the agreement in the quotation, then the Provider reserves the right to stop or cancel all services until payment is received which may result in a "out of stock" or fully booked situation as all packages are booked and confirmed according to availability at the time of booking and payment.

## Event Cancellation, Refunds and Expenses

Cancellation by the User must be received in writing by the Provider. Should the User cancel the Providers services for whatever reason after signing the agreement and making payment of the deposit, the full 50% deposit is **non-refundable** in it's entirety. Where possible, the balance of funds will be credited to you once penalties with Vendors / Suppliers have been paid and a fair handling/administration fee calculated as per the Consumer Protection Act.

**100% cancellation / administration charge / rescheduling fee on total booking if cancelled 7 days or less prior to the party.** Cancellations in excess of 7 days will carry a 50% cancellation / administration / rescheduling fee.

The User shall reimburse the Provider for any breakages, unexpected out of pocket expenses, including additional mileage incurred by the Provider not stipulated in the agreement.

## Disclaimer, Warranty Limitation & Indemnification

The Provider does not guarantee the availability of the Services and Products offered on this website ("the Services") or the accuracy of the information and/or images on this website. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of this website and/or the Services and/or the information and/or images contained on this website, and the Services are thus used at your own risk. In particular we make no warrantee that the Services will meet your requirements, be uninterrupted, timely, and secure or error free.

The Provider shall not be liable to the User or anyone claiming by, through, or under User for any error of judgment or mistake of law or for any loss, except a loss resulting from wilful bad faith or gross negligence on the part of the Provider. The Provider shall not be liable to the User for failure of any vendor to perform. The Provider makes no additional warranties with respect to the products/services offered hereunder.

You, the User, accordingly indemnify and hold us harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the Products and Services offered on this website, or the use of the information and/or images available on the website.

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## **Exclusive Remedy & Limitation of Liability**

The Provider and our Partners & Suppliers cannot be held liable for the cancellation or postponement of any experience due to reasons beyond their control, such as unsuitable weather, acts of God, mechanical failure, delays due to traffic, etc. The Users sole and exclusive remedy for breach of any warranty hereunder shall be the repair or replacement of any defective goods or services, at the Providers expense. The Provider shall have no liability under the foregoing warranty unless User, at its expense, has provided the Provider a clear written statement describing the alleged defect, its consequences and, if applicable, returned the allegedly defective product to the Provider.

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

## **Privacy**

Whilst your name and particulars which are supplied to us when registering for some of the Services will not automatically be made available to anyone, we nevertheless reserve the right to make information available to the authorities if required by law.

We will not sell or rent any personally identifiable information about you to any third party. However monitoring or recording of your registration details may take place for business purposes to the extent permitted by law, such as for example quality control and training for the purposes of improving our Services. However, in these situations, we will not disclose information that could be used to personally identify you. You must notify us immediately should any of your information change.

## **General**

These terms and conditions will be governed by and construed in accordance with the laws of South Africa. These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

These terms and conditions, as agreed to by your signing the booking form or quotation and which may be varied by us from time to time, constitute the sole agreement between yourself and ourselves.

## **Changes to the Site (Termination and Variation)**

We reserve the right to terminate the Services to you in particular, or to the public in general, without notice or reason, or to revise these terms and conditions at any time. Such changes will be posted on this website and be deemed to have been accepted by you if you continue using the Services. The obligation therefore is on you to review these terms and conditions at regular intervals.