

TERMS & CONDITIONS

In order to secure your booking, a 50% non-refundable deposit will be required. Please note the terms and conditions. Initial each page and please complete & sign the form at the end. Please attach a copy of your id and email back to us.

GENERAL

- Eden Trees rents the items described on the clients booking/contract, which is subject to those terms and conditions.
- 2. All rented items remains the property of Eden Trees
- 3. Hired items may not be kept or sold.
- 4. Hiring of trees is STRICTLY for indoor use only.
- 5. All items hired are guaranteed for the actual day of the event only.
- 6. The rental period is stated on the quotation/booking/contract/invoice.
 - 6.1. Any additional period will be charged at the rates of the price list.
- 7. All trees will be assembled by the Eden Trees team, in the place at the venue as agreed to and signed off by the client.
 - 7.1 No dry hire is permitted.
- 8. Under NO circumstances may trees be moved by the client and/or the client's representatives.
- 9. It is the client's responsibility to ensure that the height of the trees is compatible with the ceiling height in the venue. Eden Trees will not be liable if the height of the trees exceeds the ceiling height of the venue.
 - 9.1. It is therefore advised that a representative from Eden Trees conducts a site inspection prior to the confirmation of the booking.
- 10. Once you have decided which trees you are interested in, we require you to fill in our form with your personal information and functions details before we can send you a quote. This is valid at the time of issue, but not confirmed until you have sent us a written confirmation and paid your non-refundable 50% deposit.
- 11. Payment of the outstanding 50% balance, and a 15% security deposit and additional transport will be required no less than 7 days prior to the event. Failure to make this payment will result in a termination of the booking.
- 12. All payments should be made using the reference number of the quotation.
- 13. Items quoted are for rental only.
- 14. Delivery and collection to and from the venue is not included in the price of the trees and will be itemised separately in the quotation.

GENERAL CONTINUED

- 15. It is the responsibility of the client to check the booking form once it has been received to ensure that all the items and quantities are correct. The client then needs to sign the booking form/quotation and send it back to info@edentrees.co.za. Once the booking form is signed, Eden Trees will not be liable if\
 the items, and/or quantities on the booking form/quotation are incorrect.
- 16. Eden Trees will not be responsible for any damages or losses of items before/and/during/after the event.

 The client takes full responsibility for damages or theft to Eden Trees property from the event venue.
- 17. Eden Trees will not be responsible for any injuries to persons or deaths before/and/during/after the event.

 The client takes full responsibilities for injuries and/or deaths that may occur.

DELIVERY & COLLECTION

- 18. Delivery and collection to and from the venue is not included in the price of the trees and will be itemised separately in the quotation according to the venue area and floor level.
- 19.. Transportation is charged on the basis that all items are delivered on the ground floor. An additional fee will be charged to the client if the items are required to be on a different floor level. It is the client's responsibility to inform Eden Trees before signing the booking form/quotation if the delivery of items is not on the ground floor. This is of utmost importance to ensure that Eden Trees quotes accordingly.
- 20. Whilst we try and accommodate special requirements for early delivery, we reserve the right to alter delivery and collection times.
- 21. In the event where Eden Trees is given a specific time to be at the venue to install the items, the client will be billed for every hour wasted at the venue if the venue is not ready for Eden Trees to setup as stipulated by the client.
- 22. Upon delivery/collection and setup, the client must ensure that he/she/representative is present to sign the delivery note and approve the installation of items.
 - 22.1. Eden Trees will not be liable for any discrepancies once the setup team has left the premise
 - 21.2 Failure to sign the delivery/collection note by the client or another person authorised by the client, the client will be liable for any damages or losses to items when Eden Trees checks the collected items.
- 22. Items must be ready for collection in the same place and manner they were delivered to.
- 23. It is the client's responsibility to ensure that all items are safe until collection.
- 24. Upon collection of the items, an inspection will be carried out again to ensure that the trees are received by us in the same condition. If any damages have been incurred to the trees/décor items during the wedding/event, the damages will be noted and signed for by the client/authorised resentative.

BOOKING AND PAYMENT

- 25. To secure your booking, we require a 50%, non-refundable deposit.
- 26. Full balance of the payment and a 15% security deposit is payable no less than 7 days before the event as specified on the quotation/booking form.
- 27. Items will not be delivered until the balance of the payment has been settled.
- 28. We accept EFT payments only. If however, another payment method is approved by us, the client will be liable for bank charges incurred. (Cash deposits and cheque payments R50, international transfers R150). Prices are subject to change.
- 29. Payment must reflect in our bank account and payment must be sent from your bank.
- 30. Please use the reference number from the quotation when making payments.
- 31. Proof of payment, copy of ID and proof of address must be sent to info@edentrees.co.za to ensure that your booking is confirmed.

REFUNDS

- 32. Once the items have been collected in a satisfactory condition, the security deposit will be refunded on the 15th or last day of the month (NOT OVER WEEKENDS OR PUBLIC HOLIDAYS) after the specified co lection date on the booking form/quotation/invoice. This payback day will be on whichever day is closer to your return date.
- 33. If a client does not send his/her banking details before the specified refund date above, we will refund him/her on the next refund date after banking details have been received.

DAMAGES

- 34. Payment for the damages incurred to any property of Eden Trees (trees, decor items or equipment) will be deducted from the holding deposit.
- 35. Should the damages exceed the security deposit, you as the client will be liable for the excess amount.

 Payment for the excess amount must be paid within 7 days after the client has received the damages invoice.
- 36. Failing to comply will result in the client being handed over to a debt-collector.
- 37. Clients that have been handed over to a debt collector are to make payments to the debt collection by the stipulated date in order to avoid further legal proceedings.

TRAVEL COST AND PETROL

- 38. Accommodation (one bed per crew member) is to be provided at the client's cost where it is necessary for the crew to stay overnight.
- 39. All meals (three per day) and refreshments are to be provided by the client for stay-over type events.
 - 39.1 If this is not provided, Eden Trees will provide reasonable meals and refreshments at the clients expense.
- 40. All delivery fees are quoted based on the current fuel and toll prices. AA rates apply.
- 41. All prices quoted are subject to increase (based on fuel/toll increases and new taxes/levies/toll charges) and will be updated 2 weeks prior to the event.

POSTPONEMENT

- 42. Should the wedding/event be postponed, then the postponement should be advised in writing at least 30 days in advance and should be re-booked for no later than 60 days after the original date in the same area.
- 43. The re-booking of the trees is subject to availability at the time.
- 44. Eden Trees will not be responsible if items are not available on the new date specified by the client.

CANCELLATIONS

- 45. All cancellations are to be notified in writing
- 46. The 50% deposit will not be refundable should the wedding/event be cancelled.
- 47. Eden trees will not be held responsible for the client's failure to inform us of any cancellations or postponements.

SILK FLOWERS

48. When hiring silk flowers from Eden Trees, clients will be held liable for the full replacement cost of any missing or damaged silk flowers.

ACCIDENTS/INJURIES/DEATH

- 49. In the event of any kind of loss, damage, injuries or death before, during and after an event where Eden Trees items have been hired, Eden Trees will not be held responsible or liable for any kind of claims whatsoever nature. Any kind of damages/losses of items owned by Eden Trees, its Suppliers or other before and/or during and/or after the event, the client takes full responsibility for damages and/or losses in whatever kind.
- 50. In the event of any kind of accident before/during and after the contract phase with Eden Trees or its Suppliers and Third Parties, Eden Trees will not be responsible/liable for any kind of injuries to person/third parties and its employee/s or any kind of disability or deaths resulting on any kind of accident before and/or after the event. The client takes full responsibility for injuries and deaths that may occur.
- 51. These terms and conditions are compulsory upon payment, even if the client has not signed the terms and conditions.