

OVERBERG WEDDING FAIR

TERMS & CONDITIONS - THIS AGREEMENT SHALL BE GOVERNED, INTERPRETED AND IMPLEMENTED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF SOUTH AFRICA

Definitions

- Agreement: means this agreement
Client: means the party whose details appear on the supplier entry form
Company: means South Hill Vineyards PTY Ltd
Event: means Overberg Wedding Fair

1. Service Agreement

- 1.1 The Company operates a fair which will be marketed on various online platforms and tickets sold via Webtickets online booking platform as well as directly from the Company.
1.2 The Client is fully responsible for all content, flyers, brochures & written/online material for their service marketing
1.3 The Client will be required to submit a small description of their offering alongside the necessary contact information & social media/online information
1.4 The Client agrees that all marketing material pertaining to the event will only be the written material and online material provided by the Company. No use of the Company name or event name without consent from the Company
1.5 The client agrees to use the relevant social media handles as well as online platforms to promote the event

2. Commencement & Duration

The parties agree that this agreement shall commence on date of signature and terminate within one month of the Client providing written notice of their intention to terminate

3. Cancellation

The Client agrees to inform the company immediately in writing should they need to cancel their participation in the event. No refund will be issued to the client until such time or should there be a replacement for the client. If no replacement found the cancellation fee will remain 100% the value of the booking

4. Limitation of liability

- 4.1 The company shall not be liable to Client or anyone else in respect of any claim, loss or damages, of whatsoever nature cause arising from or in connection with the services provided by the company in respect thereof, except where it can be proved that the company intentionally caused such loss or damage
4.2 The Client undertakes to comply with all laws & legal requirements in regard to their set up, marketing material & product sales to avoid any 3rd party rights being infringed. The Client irrevocably & unconditionally indemnifies the company against any loss, claim or liability of whatsoever nature arising from a breach of this undertaking or warranty
4.3 The Company shall not be liable to the Client for any interruption or breakdown in any or all services from whatsoever cause arising including but not limited to:
4.3.1 any breakdown in service provided by TWK, electricity service providers or any other service providers
4.3.2 any cause whatsoever beyond the control of the company

5. Confidentiality

For the duration of this agreement and thereafter, the Client shall keep confidential and shall not disclose to any party the contents of this agreement or any aspect thereof, the details/services employed by the Company in the fulfilment of its obligations in terms of this agreement and any Company charges payable by the client, sponsorship or advertising rates

For and behalf of :

For and behalf of :

Name & Capacity

Name & Capacity