PALM TREE DÉCOR SERVICES

CLIENT AGREEMENT & TERMS AND CONDITIONS

Business: Palm Tree Décor Services / Palm Tree Kimberley

Tagline: *You dream, we do. We create, you celebrate.*

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Tagline: You dream, we do. We create, you celebrate.

This Client Agreement (“Agreement”) is entered into between Palm Tree Décor Services (“Palm Tree”, “we”, “us” or “the Service Provider”) and the client identified in the booking quotation/invoice (“the Client”, “you” or “your”).

By accepting a quotation, paying a deposit, signing this Agreement, or otherwise confirming a booking with Palm Tree, the Client acknowledges that they have read, understood and agreed to the terms and conditions contained herein.

1. DEFINITIONS

For purposes of this Agreement:

“Event” means the function, celebration, gathering or occasion for which Palm Tree is providing décor services.

“Event Date” means the date specified on the Client's quotation, invoice or booking confirmation.

“Venue” means the location at which the Event and/or décor setup will take place.

“Décor” means all items supplied, installed, styled, hired, delivered or otherwise provided by Palm Tree, including but not limited to backdrops, balloons, plinths, tables, chairs, linen, centrepieces, props, signage, florals, arches, stands and decorative accessories.

“Hire Items” means any Palm Tree property temporarily provided to the Client or Venue for use during the Event.

“Setup” means the installation and styling of the Décor before the Event.

“Set-down” means the dismantling, packing and preparation of Palm Tree's Décor and Hire Items after the Event.

“Collection” means the retrieval of Palm Tree's Décor and Hire Items from the Venue after the Event.

“Booking Fee/Deposit” means the amount required to secure the Event Date, as stated on the quotation or invoice.

2. BOOKING CONFIRMATION

2.1 A provisional quotation does not constitute a confirmed booking.

2.2 An Event Date will only be considered confirmed once the required booking fee/deposit has been received by Palm Tree and the booking has been acknowledged by Palm Tree.

2.3 Until payment is received, Palm Tree reserves the right to accept another booking for the requested date.

2.4 Payment of the deposit constitutes acceptance of this Agreement and Palm Tree's applicable quotation.

2.5 The Client is responsible for reviewing all quotation details before making payment, including:

- Event date;
- Event time;
- Venue;
- Number of guests;
- Décor requirements;
- Items included;
- Setup and collection arrangements;
- Additional services;
- Delivery fees;
- Payment schedule;
- Any applicable exclusions.

2.6 Any verbal discussion or informal request that is not reflected in the quotation or written confirmation will not automatically form part of the agreed service.

3. QUOTATIONS AND PRICING

3.1 All quotations are based on the information provided by the Client at the time of enquiry.

3.2 Quotations are valid for the period stated on the quotation. If no validity period is stated, Palm Tree may amend the quotation after a reasonable period due to changes in supplier pricing, availability, transport costs or other operating expenses.

3.3 A quotation may change where the Client:

- Changes the Event date;
- Changes the Venue;
- Increases the number of guests;
- Adds additional décor;
- Requests additional setup;
- Requires additional staff;
- Requires additional delivery/collection;
- Changes the décor concept substantially;
- Requests urgent or last-minute additions;
- Requires Palm Tree to source additional items.

3.4 Any additional services or products requested after the quotation has been accepted will be charged separately.

3.5 Palm Tree is not obligated to provide additional items or services until the applicable additional payment has been received.

4. PAYMENT TERMS

4.1 The required booking fee/deposit is stated on the Client's quotation or invoice.

4.2 The remaining balance must be paid by the deadline specified on the quotation/invoice.

4.3 Where no specific final-payment deadline is stated, the full outstanding balance must be paid no later than 7 days before the Event Date.

4.4 Palm Tree reserves the right not to commence setup or release décor where the Client's account is overdue.

4.5 Where the Client arrives at the Event Date with an outstanding balance, Palm Tree may withhold services until payment is received.

4.6 Payments are only considered received once cleared funds reflect in Palm Tree's nominated account.

4.7 Proof of payment does not constitute cleared payment.

4.8 The Client may not deduct amounts from payments due to Palm Tree unless agreed to in writing.

5. BOOKING FEE / DEPOSIT

5.1 The booking fee/deposit secures the Client's Event Date and allows Palm Tree to reserve stock, allocate staff, decline competing bookings and begin preparation for the Event.

5.2 Unless otherwise agreed in writing, the booking fee/deposit is non-refundable if the Client cancels the booking.

5.3 The non-refundable nature of the booking fee applies because Palm Tree may incur costs and lose other booking opportunities once an Event Date is reserved.

5.4 Payment of a deposit does not guarantee that every requested décor item will remain available if the Client subsequently changes the date.

6. CLIENT CANCELLATIONS

6.1 The Client may cancel the booking by notifying Palm Tree in writing.

6.2 Cancellation does not automatically entitle the Client to a refund.

6.3 Where the Client cancels after the booking has been confirmed, Palm Tree may retain amounts already paid to the extent permitted by applicable law and subject to the circumstances and costs associated with the cancellation.

6.4 If substantial work, preparation, purchasing, custom manufacturing, sourcing or third-party commitments have already occurred, the Client may remain liable for reasonable costs incurred by Palm Tree.

6.5 Custom-made, personalised, printed, purchased or specially sourced items may be non-refundable once production or procurement has commenced.

6.6 If the Client requests to move the Event to another date rather than cancel, the request will be treated as a date-change request, not automatically as a transfer of the original booking.

7. DATE CHANGES / RESCHEDULING

7.1 Date changes are subject to Palm Tree's availability.

7.2 Palm Tree cannot guarantee that the same décor, suppliers, staff or pricing will be available on the new date.

7.3 A date change may result in:

- Additional costs;
- Revised pricing;
- Loss of certain previously selected items;
- Supplier price increases;
- New delivery costs;
- New venue requirements.

7.4 A date change requested close to the Event Date may be treated as a cancellation and new booking.

7.5 Any new date must be confirmed in writing.

7.6 Palm Tree is not responsible for costs charged by third-party suppliers, venues or other service providers due to a Client-requested date change.

8. FORCE MAJEURE AND EVENTS OUTSIDE PALM TREE'S CONTROL

8.1 Palm Tree will not be liable for failure or delay in performing its obligations where such failure or delay results from circumstances reasonably beyond its control.

8.2 Such circumstances may include, but are not limited to:

- Natural disasters;
- Severe weather;
- Flooding;
- Fire;
- Civil unrest;
- Riots;
- Road closures;
- Government restrictions;
- Power failures;
- Serious accidents;
- Epidemics or pandemics;
- Acts of terrorism;
- Supplier failure;
- Venue closure;
- Transport disruptions;
- Theft;
- Unexpected equipment failure;
- Other circumstances beyond Palm Tree's reasonable control.

8.3 Where possible, Palm Tree will make reasonable efforts to provide an alternative arrangement.

8.4 Palm Tree does not guarantee that an alternative arrangement will be possible.

9. WEATHER AND OUTDOOR EVENTS

9.1 The Client acknowledges that outdoor décor is subject to weather conditions.

9.2 The Client is responsible for ensuring that an appropriate covered or weather-protected area is available where required.

9.3 Palm Tree may refuse to install certain décor outdoors where weather conditions create a reasonable risk of:

- Damage to property;
- Injury;
- Balloon failure;
- Electrical hazards;
- Structural instability;
- Damage to the Venue;
- Damage to Palm Tree equipment.

9.4 Wind, rain, extreme heat and direct sunlight may affect balloons, flowers, fabrics, signage and other décor.

9.5 Palm Tree will not be responsible for deterioration or damage caused by weather conditions that were reasonably foreseeable or outside Palm Tree's control.

9.6 Where weather creates an unsafe setup environment, Palm Tree may modify, relocate or remove affected décor.

10. VENUE ACCESS AND SETUP

10.1 The Client is responsible for ensuring that Palm Tree has reasonable access to the Venue at the agreed setup time.

10.2 The Venue must be accessible, reasonably safe and suitable for the installation of the agreed décor.

10.3 The Client must communicate all relevant Venue rules to Palm Tree before the Event.

10.4 The Client is responsible for obtaining any necessary Venue permission for Palm Tree to perform setup.

10.5 Palm Tree will not be responsible for delays caused by:

- Locked venues;
- Late venue access;
- Other suppliers occupying the setup area;
- Guests occupying the setup area;
- Venue staff preventing access;
- Incorrect access information;
- Parking restrictions;
- Loading restrictions;
- Security delays;
- Unavailable lifts;
- Stairs or difficult access not previously disclosed;
- Venue restrictions communicated too late.

10.6 Additional waiting time, labour or transport resulting from venue delays may be charged to the Client.

11. VENUE CONDITIONS

11.1 The Client must disclose any relevant Venue conditions before setup, including:

- Stairs;
- Narrow entrances;
- Long walking distances;
- Restricted loading zones;
- No-parking areas;
- No-drilling policies;
- No-tape policies;
- Height restrictions;
- Electrical restrictions;
- Outdoor exposure;
- Uneven surfaces;
- Limited setup space.

11.2 Palm Tree reserves the right to modify the setup where Venue restrictions make the agreed design impractical or unsafe.

11.3 Palm Tree will take reasonable care to avoid damaging the Venue but cannot guarantee that every installation method will be suitable for every surface.

12. SETUP, SET-DOWN AND COLLECTION

12.1 SETUP INCLUDED IN PACKAGES

Unless expressly stated otherwise on the Client's quotation, Palm Tree décor packages include SETUP ONLY.

Setup refers to the delivery/installation and styling of the agreed décor before the Event, subject to the terms of the quotation.

Set-down and collection are not automatically included in standard décor packages.

12.2 CLIENT RESPONSIBILITY FOR SET-DOWN

The Client is responsible for the set-down of the décor after the Event, unless an additional set-down service has been specifically requested and paid for.

Set-down includes, where applicable:

- Removing décor from tables;
- Removing table décor;
- Removing signage;
- Removing balloons;
- Dismantling applicable décor;
- Returning Hire Items to the designated collection area;
- Packing Hire Items appropriately;
- Ensuring that Hire Items are kept together and ready for collection.

Clients who do not purchase an additional set-down service are expected to ensure that all hired items are properly gathered and ready for collection.

12.3 CLEANING OF HIRED ITEMS

The Client is responsible for ensuring that all hired items are returned clean and reasonably free from food, drink, wax, cake, icing, oils, confetti, glitter, dirt and other substances.

Where the Client does not wish to clean the hired items themselves, an additional cleaning fee may be paid.

Cleaning services are not included in standard décor packages unless expressly stated on the quotation.

Failure to return hired items in an appropriately clean condition may result in additional cleaning charges.

12.4 COLLECTION IS NOT SAME-DAY COLLECTION

Palm Tree does not provide automatic same-day collection of décor and Hire Items.

The Client acknowledges that Palm Tree may have other Events, setups and operational commitments and therefore cannot guarantee collection immediately after the Client's Event.

Palm Tree will communicate the expected collection arrangement where possible.

12.5 SATURDAY EVENTS

For an Event taking place on a Saturday, the standard next working day for collection will generally be Monday, unless otherwise agreed in writing.

The Client must therefore ensure that all Hire Items remain safely stored and secured at the Venue or another agreed location until collection.

12.6 FRIDAY EVENTS

For an Event taking place on a Friday, Palm Tree may collect the Hire Items on Saturday, depending on Palm Tree's Event schedule and operational commitments for that day.

Saturday collection is not guaranteed.

If collection cannot take place on Saturday, the items will generally be collected on the next available working day as communicated by Palm Tree.

12.7 OTHER EVENT DATES

For Events taking place on other days of the week, Palm Tree will communicate an appropriate collection arrangement based on its schedule and operational requirements.

Collection times are subject to:

- Palm Tree's existing Event schedule;
- Travel requirements;
- Venue access;
- Staff availability;
- Traffic;
- Collection routes;
- Other operational commitments.

12.8 STORAGE OF HIRE ITEMS BEFORE COLLECTION

Where same-day collection is not possible, the Client/Venue is responsible for keeping all Palm Tree Hire Items:

- Secure;
- Dry;
- Clean;
- Protected from weather;
- Protected from guests and children;
- Protected from theft;
- Protected from damage;
- In the agreed collection area.

The Client remains responsible for the Hire Items until they have been collected by Palm Tree.

12.9 COLLECTION ACCESS

The Client is responsible for ensuring that Palm Tree can access the agreed collection location at the arranged collection time.

If Palm Tree is unable to collect because:

- The Venue is locked;
- The Client is unavailable;
- The items have not been set down;
- The items are not ready;
- The collection area is inaccessible;
- The Venue refuses access;
- Another supplier has obstructed access;

an additional collection trip or transport fee may apply.

12.10 DELAYED COLLECTION

If the Client or Venue requests that Hire Items remain at the Venue beyond the agreed collection period, additional charges may apply.

Palm Tree is not responsible for Hire Items left at a Venue after the Event where the Client has failed to ensure appropriate security.

12.11 UNAUTHORISED SET-DOWN OR COLLECTION

The Client may not arrange for Palm Tree's Hire Items to be handed to another person, supplier or third party unless this has been authorised by Palm Tree.

The Client remains responsible for the Hire Items until Palm Tree has received and checked them.

13. DECOR HIRE ITEMS

13.1 All Hire Items remain the property of Palm Tree unless expressly stated otherwise in writing.

13.2 Hire Items may not be:

- Sold;
- Sublet;

- Given away;
- Altered;
- Painted;
- Written on;
- Cut;
- Glued;
- Drilled;
- Moved without permission;
- Removed from the Venue;
- Used for another event.

13.3 The Client is responsible for Hire Items from the time they are delivered or made available to the Client/Venue until they are collected by Palm Tree.

13.4 The Client is responsible for reasonable loss or damage caused by the Client, guests, Venue staff, other suppliers or any person under the Client's control.

14. DAMAGE, LOSS AND BREAKAGES

14.1 The Client accepts responsibility for damage to or loss of Palm Tree property occurring during the period in which the property is under the Client's or Venue's control.

14.2 This includes damage caused by:

- Children;
- Guests;
- Venue staff;
- Other suppliers;
- Pets;
- Food and beverages;
- Candles;
- Fire;
- Water;
- Deliberate misuse;
- Moving décor without permission.

14.3 Where an item is lost, stolen or damaged beyond reasonable repair, the Client may be liable for the replacement cost.

14.4 Where an item is repairable, the Client may be liable for reasonable repair costs.

14.5 A separate damage invoice may be issued after the Event.

14.6 Normal wear and tear will not be treated as damage.

15. BALLOONS

15.1 Balloons are temporary decorative products and are affected by temperature, humidity, sunlight, wind, sharp objects and handling.

15.2 Palm Tree cannot guarantee the lifespan of balloons after installation.

15.3 Balloons may naturally deflate, expand, contract or pop.

15.4 Balloons installed outdoors are particularly vulnerable to weather conditions.

15.5 Palm Tree is not responsible for balloons being damaged by:

- Weather;
- Heat;
- Direct sunlight;
- Wind;
- Children;
- Guests;
- Pets;
- Furniture;
- Sharp objects;
- Venue conditions;
- Other suppliers.

15.6 Clients should keep children and pets away from loose or popped balloons due to potential choking hazards.

16. BACKDROPS, ARCHES, PLINTHS AND STRUCTURES

16.1 Certain décor structures require sufficient space and a suitable installation surface.

16.2 Palm Tree may alter the positioning of a structure if the original location is unsafe or unsuitable.

16.3 The Client must not move or dismantle structural décor.

16.4 Palm Tree may refuse installation where a structure cannot reasonably be secured.

16.5 Where a Venue prevents the planned installation method, Palm Tree may provide a reasonable alternative where possible.

17. FLOWERS AND FRESH/ARTIFICIAL FLORALS

17.1 Where fresh flowers are included, the exact flowers, colours and varieties may vary depending on seasonal availability.

17.2 Palm Tree may substitute flowers with flowers of a similar style, colour or value where the requested variety is unavailable.

17.3 Fresh flowers are natural products and may vary in size, shape, colour and appearance.

17.4 The Client accepts that floral arrangements may not be identical to inspiration photographs.

18. INSPIRATION PHOTOGRAPHS

18.1 Inspiration photographs provided by the Client are used as a guide.

18.2 Palm Tree does not guarantee an exact replica of an inspiration image.

18.3 Differences may occur due to:

- Available materials;
- Venue dimensions;
- Product availability;
- Lighting;
- Budget;
- Seasonal flowers;
- Colour variations;
- Supplier availability;
- Structural requirements.

18.4 Palm Tree will make reasonable efforts to achieve the agreed overall concept.

19. DESIGN CHANGES

19.1 The Client may request reasonable design changes before the Event.

19.2 Major changes may result in additional charges.

19.3 Changes requested within 7 days of the Event may not be possible.

19.4 Last-minute changes are subject to availability and may incur an urgent-service fee.

19.5 Once custom items have entered production, changes may not be possible without additional charges.

20. CLIENT-SUPPLIED ITEMS

20.1 Where the Client provides décor, furniture, flowers, stationery, cake stands, signage or other items for Palm Tree to incorporate into the setup, such items remain the Client's responsibility.

20.2 Palm Tree will take reasonable care when handling Client-supplied items.

20.3 Palm Tree is not liable for pre-existing damage, manufacturing defects, incorrect specifications or damage caused by the nature of the item itself.

20.4 The Client must ensure that all Client-supplied items arrive on time and are suitable for the intended use.

21. CLIENT'S PERSONAL BELONGINGS

21.1 Palm Tree is not responsible for personal belongings left at the Venue.

21.2 The Client remains responsible for securing gifts, valuables, personal decorations, electronics, clothing and other belongings.

22. VENUE AND THIRD-PARTY SUPPLIERS

22.1 Palm Tree is an independent service provider.

22.2 Palm Tree is not responsible for the acts or omissions of:

- Venues;

- Caterers;
- DJs;
- Photographers;
- Videographers;
- Bakers;
- Florists;
- Coordinators;
- Security personnel;
- Transport providers;
- Other third-party suppliers.

22.3 Delays caused by third parties may affect Palm Tree's ability to complete setup or collection within the expected timeframe.

23. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide accurate Event information;
- Provide accurate Venue information;
- Communicate Venue rules;
- Ensure access to the Venue;
- Pay all invoices on time;
- Provide final guest numbers where relevant;
- Provide inspiration images in reasonable time;
- Approve designs where required;
- Inform Palm Tree of changes;
- Protect Palm Tree property;
- Ensure children and guests do not interfere with décor;
- Obtain required Venue permissions;
- Provide suitable weather protection for outdoor setups;
- Ensure any Client-supplied items are delivered as agreed;
- Complete the required set-down where no additional set-down service has been purchased;
- Ensure Hire Items are clean and ready for collection.

24. GUESTS AND CHILDREN

24.1 The Client is responsible for informing guests that Palm Tree's Décor and Hire Items are not to be moved or handled unnecessarily.

24.2 The Client accepts responsibility for damage caused by guests under their control.

24.3 Parents/guardians remain responsible for supervising children around décor installations.

25. SAFETY

25.1 Palm Tree reserves the right to modify or remove any décor that presents a reasonable safety risk.

25.2 Palm Tree will not knowingly install décor in a manner that creates an unreasonable risk of injury.

25.3 The Client agrees not to interfere with safety mechanisms, weights, supports or structural components.

25.4 Candles, open flames and heat sources must be disclosed to Palm Tree where they will be placed near Décor.

26. ELECTRICAL ITEMS

26.1 Where Palm Tree provides lighting or electrical décor, it will be used according to reasonable safety requirements.

26.2 The Client must ensure suitable electrical access where required.

26.3 Palm Tree is not responsible for failures caused by the Venue's electrical supply, power outages, faulty sockets or electrical infrastructure outside Palm Tree's control.

27. PHOTOGRAPHS AND SOCIAL MEDIA

27.1 Palm Tree may photograph its completed décor for portfolio, advertising and social media purposes, provided that doing so complies with applicable privacy and legal requirements.

27.2 Where identifiable individuals, especially children, appear prominently in promotional content, Palm Tree will seek appropriate permission where required.

27.3 The Client may request that identifiable images of themselves or their children not be used for marketing purposes.

27.4 Such request should preferably be communicated before the Event.

28. CLIENT PHOTOGRAPHS AND CONTENT

28.1 Palm Tree appreciates clients sharing photographs of its work.

28.2 Where reasonably possible, the Client is encouraged to credit Palm Tree when posting photographs of Palm Tree's décor.

28.3 Palm Tree may request permission to repost Client-generated content.

29. INTELLECTUAL PROPERTY

29.1 Palm Tree retains ownership of its original designs, concepts, styling ideas, templates, artwork and creative materials unless otherwise agreed.

29.2 The Client may not reproduce Palm Tree's original designs commercially without written permission.

29.3 This does not prevent the Client from sharing photographs of their Event for personal use.

30. CUSTOM ITEMS AND PERSONALISATION

30.1 Custom signage, stationery, printed products and personalised décor require the Client to approve names, dates, wording and spelling.

30.2 Palm Tree will not be responsible for errors resulting from information approved by the Client.

30.3 Once personalised items have entered production, changes may incur additional charges.

30.4 Custom products may not be refundable once production has commenced.

31. CLIENT APPROVALS

31.1 Where Palm Tree provides a design, proposal, mock-up or visual concept, the Client is responsible for reviewing it carefully.

31.2 Approval by the Client confirms acceptance of the relevant design.

31.3 Changes requested after approval may incur additional costs.

32. DELIVERIES AND COLLECTIONS

32.1 Delivery and collection fees may apply depending on the Venue and the requirements of the booking.

32.2 Delivery fees may be calculated according to distance, transport requirements, equipment, staff and loading requirements.

32.3 Additional delivery or collection attempts may incur additional fees.

32.4 If the Venue is inaccessible upon arrival, Palm Tree may charge waiting time or additional transport costs.

32.5 The Client must provide accurate delivery and collection information.

33. PARKING, ACCESS AND VENUE FEES

33.1 The Client is responsible for informing Palm Tree of any parking fees, access fees, loading fees, permits, venue charges or security charges applicable to Palm Tree's setup or collection.

33.2 Unless expressly included in the quotation, such charges are payable by the Client.

34. OVERTIME

34.1 Palm Tree's quotation covers the agreed scope and timeframe.

34.2 Additional labour or attendance outside the agreed timeframe may incur an overtime fee.

34.3 Overtime will be charged at Palm Tree's applicable rate.

35. SETUP AREA NOT READY

35.1 The Client is responsible for ensuring that the designated setup area is clear and ready upon Palm Tree's arrival.

35.2 Palm Tree may charge additional labour or waiting fees if staff are required to clear, move or rearrange items not included in the agreed setup.

36. VENUE CLEANLINESS

36.1 Palm Tree is not responsible for cleaning the Venue unless cleaning services have specifically been included in the quotation.

36.2 Palm Tree will remove its own décor and reasonable installation materials upon collection.

36.3 Venue cleaning remains the responsibility of the Client or Venue.

37. CAKES, FOOD AND BEVERAGES

37.1 Palm Tree is not responsible for damage caused to décor by food, beverages, cake icing, oils, sauces, candles or other substances.

37.2 Food and beverages must not be placed on Palm Tree items unless the items are specifically intended for that purpose.

38. LIABILITY

38.1 Palm Tree will take reasonable care in providing its services.

38.2 To the extent permitted by applicable law, Palm Tree will not be liable for indirect, incidental or consequential losses arising from an Event.

38.3 Palm Tree will not be liable for losses caused by circumstances outside its reasonable control.

38.4 Nothing in this Agreement excludes or limits liability where such exclusion or limitation is prohibited by law.

39. PERSONAL INJURY

39.1 Palm Tree takes reasonable steps to install décor safely.

39.2 The Client agrees not to interfere with installed structures, electrical equipment, weights, stands or other safety mechanisms.

39.3 Palm Tree is not responsible for injury caused by Client, guest, Venue or third-party interference with décor.

39.4 Nothing in this clause limits any legal rights or responsibilities that cannot lawfully be excluded.

40. EMERGENCY CHANGES

40.1 Palm Tree reserves the right to make reasonable emergency changes to the décor where required for safety, Venue compliance, weather conditions or circumstances beyond Palm Tree's control.

40.2 Where reasonably possible, Palm Tree will inform the Client of significant changes.

41. COMMUNICATION

41.1 Official communication may take place through WhatsApp, email or other written communication channels agreed between the parties.

41.2 The Client is responsible for ensuring that Palm Tree has the correct contact details.

41.3 Important booking changes should be communicated in writing.

41.4 Verbal discussions should be confirmed in writing where they affect the scope, price or terms of the booking.

42. FINAL EVENT DETAILS

The Client agrees to provide final Event details within the timeframe requested by Palm Tree, including where applicable:

- Final Venue address;
- Setup access time;

- Event start time;
- Collection arrangements;
- Guest numbers;
- Décor placement;
- Colour preferences;
- Names and spelling;
- Signage wording;
- Table numbers;
- Seating information;
- Special access requirements.

Failure to provide required information may affect Palm Tree's ability to provide the service exactly as originally planned.

43. NO UNAUTHORISED ALTERATIONS

The Client and guests may not:

- Cut balloons;
- Remove balloon clusters;
- Move backdrops;
- Move plinths;
- Remove flowers;
- Alter signage;
- Attach items to Palm Tree structures;
- Use Palm Tree décor for photographs in unsafe ways;
- Climb on décor;
- Sit or stand on décor;
- Relocate Hire Items.

Unauthorised alterations may result in additional repair or replacement charges.

44. CANCELLATION BY PALM TREE

44.1 Palm Tree reserves the right to cancel a booking in exceptional circumstances where fulfilling the booking becomes impossible or unsafe.

44.2 Where Palm Tree cancels for reasons within its reasonable control, Palm Tree will make reasonable efforts to provide an appropriate remedy, subject to applicable law.

44.3 Where cancellation results from circumstances outside Palm Tree's reasonable control, Palm Tree will work with the Client to determine a reasonable alternative where possible.

45. BREACH OF AGREEMENT

45.1 If the Client materially breaches this Agreement, Palm Tree may suspend or terminate services where reasonably necessary.

45.2 Material breaches may include:

- Non-payment;
- Providing materially false information;
- Abusive or threatening behaviour toward Palm Tree staff;
- Deliberate damage to Palm Tree property;
- Unauthorised use of Hire Items;
- Refusal to comply with reasonable safety requirements.

45.3 Termination due to Client breach does not automatically entitle the Client to a refund.

46. DISPUTE RESOLUTION

46.1 The parties agree to first attempt to resolve any dispute through good-faith communication.

46.2 The Client should raise any complaint with Palm Tree as soon as reasonably possible.

46.3 Palm Tree will be given a reasonable opportunity to investigate and respond.

46.4 Nothing in this Agreement prevents either party from exercising any rights available under applicable law.

CLIENT ACKNOWLEDGEMENT AND ACCEPTANCE

By signing below or paying the booking fee/deposit, the Client confirms that:

■ I have read and understood this Agreement.

■ I have reviewed my quotation and understand what is included.

■ I understand the payment terms.

■ I understand that my booking fee/deposit secures my Event Date.

■ I understand the cancellation and rescheduling terms.

■ I understand that décor and Hire Items remain Palm Tree property unless otherwise stated.

■ I understand that standard décor packages include SETUP ONLY unless my quotation specifically states otherwise.

■ I understand that set-down is my responsibility unless I have purchased an additional set-down service.

■ I understand that hired items must be returned clean unless I have paid an additional cleaning fee.

■ I understand that same-day collection is not provided as a standard service.

■ I understand that collection will take place according to Palm Tree's availability and operational schedule.

■ I understand that a Saturday Event will generally be collected on the following Monday.

■ I understand that a Friday Event may be collected on Saturday depending on Palm Tree's Event schedule, but Saturday collection is not guaranteed.

■ I accept responsibility for Hire Items until they have been collected by Palm Tree.

■ I accept responsibility for loss or damage caused by myself, my guests, Venue staff or other persons under my control.

■ I understand that weather and Venue conditions may affect outdoor décor.

■ I understand that inspiration photographs are guides and not guarantees of an identical result.

■ I agree to communicate important changes in writing.

■ I agree to the terms and conditions contained in this Agreement.

CLIENT DETAILS

Client Name: _____

ID / Company Registration No. (if applicable): _____

Contact Number: _____

Email Address: _____

Event Type: _____

Event Date: _____

Venue: _____

Venue Contact Person: _____

Estimated Number of Guests: _____

BOOKING DETAILS

Quotation Number: _____

Total Booking Value: R_____

Booking Fee / Deposit: R_____

Balance Outstanding: R_____

Final Payment Due: _____

SIGNATURES

CLIENT

Full Name: _____

Signature: _____

Date: _____

PALM TREE DÉCOR SERVICES

Representative: _____

Signature: _____

Date: _____

IMPORTANT BOOKING NOTICE

Your Event Date is only secured once the required booking fee/deposit has been received and your booking has been confirmed by Palm Tree Décor Services.

Please retain a copy of this Agreement, your quotation and proof of payment for your records.

PALM TREE DÉCOR SERVICES

You dream, we do.

We create, you celebrate.