EVENTQUIP HIRING AND DISTRIBUTION (PTY) LTD GENERAL TERMS AND CONDITIONS OF HIRE

1. Confirmation of Equipment Hire

- 1.1 The products and services reflected in the provisional quotation will only be secured on our receipt and return of a signed quotation or an official company purchase order, signed standard terms and condition form, and payment as stipulated in the provisional quotation.
- 1.2 The quotation will be valid for 5 days from date of issue thereof. All changes thereafter are to be made in writing only. Provisional bookings will be released without notification, should the client fail to make payment of the deposit and/or fail to provide us with the necessary documentation as contemplated above, within the said 5 day period.

2. Deposit and Hire Charges

- 2.1 The hire charges at the rates and the deposit stated on the quotation and invoice are payable in cash on delivery prior to the rendering of any services or dispatching of equipment unless otherwise agreed. The deposit less Deduction of amounts due shall be refunded to the customer within a reasonable period of return or collection of the equipment.
- 2.2 The customer shall be deemed to have accepted the correctness of any account unless the owner is notified in writing of any queries or discrepancies within 24 Hours of receipt of invoice.
- 2.3 Any deposits paid in advance to secure bookings will be forfeited if the booking is cancelled less than 30 days prior to the reserved date.

3. Payment

3.1 Payment is required to be deposited into the following account:

EventQuip Hiring (Pty) Ltd

Standard Bank

Branch: Sandton 019205 Account Number: 421016574

Invoice number to be used as reference.

- 3.2 An additional, refundable breakage deposit will be added to the quote and is payable with the balance. This is fully/partly refundable within 10 days after the collection/return of all hire items. In the event of any damages/losses occurring this deposit will be utilised as set out in point 4 below.
- 3.3 Any deposit balance is payable 72 hours prior to collection or delivery of the hire items, failing which we are entitled to cancel the function and charge a 100% cancellation fee, for which the client will be billed.

Please Note: No cheques are accepted and no card facilities are available.

4. Goods on Hire

- 4.1 All hire items, including but not limited to equipment, décor and linen, are and will at all times remain the property of EventQuip Hiring and Distribution (Pty) Ltd.
- 4.2 All hire items will be at the client's sole risk from the date and time of delivery/collection until the safe return/collection thereof.
- 4.3 The client hereby accepts full responsibility for any loss, shortage and/or damage which may occur, notwithstanding the cause thereof.
- 4.4 In the event of any such loss, shortage, damages and/or breakages occurring, the replacement (as per replacement per unit) or repair value, as well as all costs incurred by us in replacing or repairing damage of any nature, will be subtracted from the refundable breakage deposit or billed for should it exceed the deposit amount.

5. Insurance

- 5.1 EventQuip Hiring and Distribution (Pty) Ltd will not maintain insurance on any hire items once delivered at the required address provided and once hand over to client up until collection thereof at the same premises of delivery.
- 5.2 It is the sole responsibility of the client to insure for any losses, shortages or damages, as all hire items will be at the client's sole risk for this period.

6. Collection and return

- 6.1 All hire items must be checked and inspected by the client upon delivery/collection thereof and the client must immediately inform us of any fault/damage or shortage. No refunds will be issued for a fault/damage or shortage reported after the function date.
- 6.2 Upon return of all hire items, such items are subject to inspection for any damages, shortages or losses thereto.
- 6.3 Upon verification that such items have been returned in the same condition as issued to the client, the refundable breakage deposit will be repaid within 10 working days.
- 6.4 All items must be returned in the bags, boxes or crates they were issued in.
- 6.5 Please ensure that all items are cleaned, packed and ready for collection as per collection date and time. Clearing of any items by EventQuip Hiring staff on collection date will subject the client to additional charges.
- 6.6 the hire period commences when the equipment is delivered or collected, and, subject to 9, ends when the owner accepts return of equipment.
- 6.7 EventQuip Hiring shall use reasonable endeavors to ensure that equipment is delivered or available for collection at the agreed time, but shall not be liable should the equipment not be delivered or be available at such time
- 6.8 Should the equipment not be returned to or be available for collection at the agreed time of return, the customer shall be charged additional hire charges at the rates stated overleaf until such time as the equipment is either returned to or collected by EventQuip Hiring, as the case may be, in addition to travelling charge at EventQuip Hiring's standard rates should the EventQuip Hiring collect the equipment.

7. Replacement

Items may need to be replaced, should any losses and/or damages occur thereto. All replacements will be made on the highest design/quality item available, which value shall be equal to the price quoted to the client.

8. Linen

In the event of unremovable stains or burn marks or excessive candle wax being deposited on any linen item(s) resulting in these items having to be replaced, The client will be liable for the full replacement value of these items, as is stated in point 7 above.

9. Cutlery, Crockery and Glassware

All cutlery and crockery items including glasses must be emptied to discard any excess liquid or food and placed back in their boxes or crates as issued once counted for.

10. Equipment

- 10.1 The equipment shall be deemed to be in the quantity of the description stated overleaf and in good order and repair, and fit for the purpose for which it is intended when delivered to the customer, unless the customer notifies the owner or its representative forthwith on delivery of any deficiency in quantity, defective or incorrectly delivered equipment.
- 10.2 Eventquip Hiring shall, in its sole discretion, be entitled either to terminate this agreement and refund the deposit and any hire charges paid, or to replace the defective or incorrectly delivered equipment or remedy and defects in the delivered equipment.

11. Maintenance and return of equipment

The customer shall:

- 11.1 Provide dry, under cover storage until such time as the equipment is returned to EventQuip Hiring.
- 11.2 Immediately notify EventQuip Hiring should any of the equipment malfunction. EventQuip Hiring shall repair or replace the equipment at its cost at the EventQuip Hiring's principle place of business, unless EventQuip Hiring in its sole discretion determines that the malfunction id due to improper use of the equipment.
- 11.3 Return the equipment in a clean state and in good order and repair, in particular, but without limitation

Any cause prior to the return thereof, the customer shall be liable to make good the full replacement cost thereof.

- 11.6 The customer shall not be entitled to substitute any other equipment for EventQuip Hiring's equipment
- 11.7 Notwithstanding 2.2, unless the equipment is checked and counted on return or on collection in the presence of a representative of the EventQuip Hiring, who accepts the correctness of a statement as to the quantity and condition of the equipment, EventQuip Hiring's statement regarding the quantity and condition of the equipment collected shall be final and binding on the customer.

12. Use of equipment

12.1. Acknowledged that it its aware of the purpose for which the equipment is intended, and shall only use the equipment for such purpose;