

## **General Conditions of Hire**

Decor World (the owner) hires to the client the items/equipment described overleaf (items/equipment) in terms of these General Conditions of Hire.

### **1. Confirmation of Booking**

The products and services reflected in the provisional booking will only be secured on our receipt of a signed quotation. Hire terms and conditions form, and the 50% deposit. The quotation will be valid for 7 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 7 day period.

### **2. Payment**

**2.1** A 50% deposit is required within 7 days of receipt of the quote, to be deposited into the following account:

Décor World

Capitec Bank

Branch: Kroonstad 200413

Account Number: 1567112836

Quote/Invoice number to be used as reference

**2.2** 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 return of all hire items. In the event of any damages/losses occurring this deposit will be utilized as set out in point 3 below.

**2.3** The balance is payable 72 hours prior to collection or delivery of the hire items, in failing to do so, we are entitled to cancel the function and charge a 100% cancellation fee, for which the client will be billed.

**Please Note:** No cheque or cash deposits are accepted. **Only EFT.** Regret we do not have any credit card facilities.

### **3. Goods on Hire**

All hire items, including but not limited to equipment, décor and linen, are and will at all times remain the property of Décor World. 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. The client hereby accepts full responsibility for any loss, shortage and/or damage which may occur, notwithstanding the cause thereof. 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. **The client shall not be entitled to substitute any other items for the owner's items.** Décor World is not a search and recovery business and when goods are to be collected the client is responsible for all goods to be ready for collection in the same state that they were delivered. If we have to look for and pack items hired by the client, the client will be charged a reasonable fee for travel and labor to be decided upon by Décor World. 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. The owner 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.

#### **4. Collection – Return and Deliveries**

**4.1** Normal collection/return/delivery times are between 09:00 and 16:00 from Monday to Friday. Weekends and after hours deliveries & collections can be arranged but an after-hour surcharge will be added.

**4.2** Décor World has a minimum booking fee of R10,000 for delivery items charged at AA rates.

**4.3** All hire items must be checked and inspected by the client upon delivery/collection thereof and the client must immediately inform us on any fault/damage or shortage. No refunds will be issued for a fault/damage or shortage reported after the function date.

**4.4** Upon return of all hire items, such items are subject to inspection for any damages, shortages or losses thereto.

**4.5** 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.

**4.6** All items must be returned in the bags, boxes or crates they were issued in. Missing crates will be charged for at R350.00 per crate.

**4.7** Please carefully check the function date and delivery or collection times.

**4.8** Please ensure that all items are cleaned, packed and ready for collection as per collection date and time. Clearing of any items by Décor World staff on collection date will subject the client to additional charges.

**4.9** Unless the items/equipment is checked and counted on return or on collection in the presence of a representative of the owner, who accepts the correctness of a statement as to the quantity and the condition of the equipment, the owner's statement regarding the quantity and condition of the items/equipment collected shall be final and binding on the client.

**4.10** The client must collect and return the goods on the stipulated dates stated on the invoice.

**4.10.1** Items must be collected on the Delivery/Collection date by 16:00

**4.10.2** Items must be returned on the Return/Collection date by 16:00

**4.10.3** If the client does not return the entire order by 16:00 on the specified Return Date, a reasonable penalty fee will be deducted of the entire refundable deposit should the circumstances of the hire reasonably allow for same. The client also agrees to pay the full daily hire fee for the first additional day, and the full daily charge for each day thereafter until such time as all of the goods are returned.

#### **5. Rental Period**

Décor World 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. Whilst we will try and accommodate special requests for early collections/deliveries, these dates are subject to change and alteration and we hereby specifically reserve the right to effect such changes or alterations as needs be. The rental period is stated on the quote/invoice. Any additional period will be charged at

the rates of the price list, until the equipment is returned by the client or collected by Décor World.

#### **6. Final Confirmation**

Confirmation of final numbers must be effected at least 7 days prior to the function date. Our invoice and final preparations will be based on this quantity. No reduction in numbers will be accepted 7 days or less prior to the function date.

#### **7. Replacement**

Items may need to be replaced, should any losses and/or damages occur thereto. All replacements will be made by the owner on the highest design/quality item available, which value shall be equal to the price quoted to the client. Any equipment malfunction should be reported to the owner immediately. The owner shall repair or replace the equipment at its cost value at the owner's principle place of business, unless the owner in its sole discretion determines that the malfunction happened due to improper use of the equipment.

#### **8. Cancellation**

The cancellation of a booking or the cancellation of part of a booking must be effected in writing and received by us. The following cancellation charges will be levied:

30+ days prior to the function date: **25%**

30-16 days prior to the function date: **50%**

15 or less days prior to the function date: **100%**

#### **9. Linen**

All linen must be returned unwashed, folded and packed into plastic bags provided. Linen must be dry when being returned and any linen returned to Décor World in a wet, mildewed, stained, torn or burnt condition will be charged for at a full replacement value. In the event of excessive candle wax being deposited on any linen item(s), the amount of R35.00 per item will be deducted from the refundable breakage deposit or billed for, should it exceed the refundable breakage deposit amount. **NO SPARKLERS** are allowed near any tablecloth(s) or linen item(s). They will burn holes through any linen, 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 8 above.

#### **10. Cutlery, Crockery and Glassware**

All cutlery, glasses and crockery items must be returned washed and dried, packed into the right containers and be ready for collection on the date stated. Wine and champagne glasses must be emptied to discard any excess liquid and placed back in their boxes as issued. Unwashed items will be charged for at a reasonable rate determined by the owner. Gold and rose old cutlery is NOT dishwasher safe and must be washed by hand. Old and rose old cutlery must be packed back into their plastic bags. No rubber bands are allowed to touch the cutlery as this will form a chemical reaction and will remove the plating.

#### **11. Furniture**

Tiffany chairs and phoenix chairs must be stacked 5 high on top of each other with the bottom part of the chair facing downwards. Bubble wrap provided must be used in between stacked chairs to minimize risk of scratches or damage to chairs. Tiffany chair cushions and

phoenix chair cushions must be removed and placed in the bags provided. Delivery fee does not include setting up or placing of furniture – we will delivery and drop off at one location and pick up again from one location. No furniture can be used on any wet surface or in any area that will allow for water damage. All items to be stored in a safe and dry place before, during and after the event. **Transport of any furniture to any area other than event address specified is not allowed.**

## **12. Force Majeure**

In the event of any delay in performance by either party due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the party to perform, the party so delayed or prevented shall be under no liability for loss or injury suffered by the other party thereby.

## **13. Severability**

If any particular provision and/or term of this agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of this agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms.

## **14. Whole Agreement**

This agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made upon which any party is relying in concluding this agreement, save to the extent set out herein. No variation of, or addition to or agreed cancellation of this agreement shall be of any force or effect unless it is reduced to writing and signed by the parties. No relaxation, indulgence or extension of time granted to the client shall be construed as a waiver of the rights of Décor World, in terms hereof, nor shall it stop us from enforcing strict and punctual compliance with the terms of this agreement.

## **15. Breach**

### **15.1 Should the customer**

**15.1.1** Fail to comply with any obligation imposed on the customer in terms hereof, all of which are deemed to be material, on due date, and persist in such failure for three days after having been given written notice to remedy such default; or

**15.1.2** Commit any act of insolvency, or be placed in liquidation or sequestration, whether provisional or final, or be placed under judicial management, the owner shall be entitled to terminate this agreement forthwith and enter on any premises of the customer and retake possession of the equipment.

**15.2** The specific remedies which the owner has against the customer in terms of these general conditions are without prejudice to any other remedies which the owner may have including the right to claim all such consequential and other damages from the customer as the owner may have suffered as a result of the breach by the customer of any of his obligations.

**15.3** The owner's liability to the customer and all persons claiming under him arising from any cause whatsoever including the willful default or negligence of the owner, its employees or agents, shall be limited to the specific remedies provided for herein.

**16. Use of equipment**

**16.1** Acknowledged that it is aware of the purpose for which the equipment is intended, and shall only use the equipment for such purpose;

**16.2** Shall use the equipment at his own risk, and indemnifies the owner against any claim of any nature brought against it by the customer's employees, agents, representatives, guests or any other third parties arising out of the use of the equipment by the customer or while in the possession of the customer, or any other cause and all costs and expenses incurred by the owner on an attorney and own client scale in defending or setting such proceedings;

**16.3** Shall have not claim of any nature against the owner for any loss suffered or damages sustained by the customer arising from any cause, including, without limitation, the installation, use or malfunction of the equipment or the provisions of these general conditions other than the specific remedies provided for.

**17. Miscellaneous**

**17.1** The customer consents to the jurisdiction of the Magistrate's Court of the district in which the customer's domicilium is situated in respect of any legal proceedings arising out of this agreement.

**17.2** The customer will be liable for the owner's costs on an attorney and own client scale should the owner institute legal proceedings against the customer arising out of the provisions of these general conditions, or arising out of the customer's use or possession of the equipment.

**17.3** The owner shall be entitled to apply amount received from the customer to the liquidation, in whole or part, of any obligation whether arising out of this hire or otherwise owned by the customer to the owner, respective of whether the final amount of the obligation has been determined.

**18. Authority and Acceptance**

The parties whose signatures are affixed below agree to accept the terms and conditions stated within this agreement and warrant that the undersigned person/s is/are the authorized person/s.

Signed at: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Client: \_\_\_\_\_ Spouse/Co-applicant: \_\_\_\_\_

Décor: \_\_\_\_\_ Full Name: \_\_\_\_\_