

# Terms & Conditions of Business

This agreement is binding between  
**Impromptu Experiences (Pty) Ltd t/a Exclusive Hire**

Referred to as the "Lessor" hereinafter, and  
**Agreeing Party**

Referred to as the "Lessee" hereinafter,  
for the duration of the **Rental Period** or  
up until the **Final Settlement Date**,  
whichever date ends the latest.

## TERMS FOR SECTIONS A) AND B):

1. **Agreement** – the accepted terms and conditions as contained, in full, in this document
2. **Lessor** – Impromptu Experiences (Pty) Ltd t/a Exclusive Hire; registration number 2013/018275/07 and VAT registration number 4290272741
3. **Lessee** – the natural person or juristic person (through an acting natural person representative/proxy) that enters into the Agreement with the Lessor; including all representatives associated with the Lessee
4. **Order** – quotation or pro-forma invoice or invoice accepted by the Lessee
5. **Employee** – any natural person employed by or contracted to work on behalf of the Lessor
6. **VAT** – Value-Added Tax as regulated by the South African Revenue Service of the Republic of South Africa
7. **Rental Period** – the start date and end date range as listed in Order documentation
8. **Final Settlement Date** – the date at which the monetary value (including VAT) of the most recent Order is paid in full by the Lessee
9. **Goods** – all tangible items listed on the Order
10. **Replacement Cost** – the monetary value (including VAT) listed on the invoice to replace the Good that is damaged or missing
11. **Staff** – Employees, as defined, that work from time-to-time for the Lessee on a temporary basis
12. **Event** – The venue that the Staff work at in relation to the occasion that is being held

## CONDITIONS

### A) DRY HIRING

#### GENERAL

1. The Lessee hires from the Lessor the Goods for the Rental Period and at the monetary value (including VAT) detailed in the Order.
2. Quotations are valid for 5 working days.
3. The Lessee acknowledges that the ownership of the Goods at all times remains vested in the Lessor.
4. The Lessee agrees to utilise the Goods only in the manner for which they are intended and not to tamper with or attempt to make repairs to the Goods in any way.
5. All Goods shall remain on the premises to which they were delivered.
6. The Lessee must pack the Goods as best as is possible before the Lessor collects.
7. All linen (a sub category of Goods) must be dried by the Lessee before being returned to the Lessor. Any linen returned to the Lessor in a damaged condition which includes: mildewed condition, stained, torn or cigarette burned, will be charged for at the Replacement Cost.
8. The Lessor shall be entitled access to any premises or event venue of the Lessee for the purposes of quoting, delivering, inspecting, repairing, and collecting, any or all of the Goods.
9. The Lessee acknowledges that the Lessor is given 10 working days to inspect and test any Goods returned to the Lessor, and the Lessor is given a further 5 working days to refund any deposit or balance due.

#### DELIVERY AND COLLECTION OF GOODS

10. The Lessee must provide the contact name and number of its representative(s) that will be receiving or handing over the Goods. If the Lessee fails to provide such information or is not present at such time, point 13 applies.
11. If there is a delay caused by the Lessee when the Lessor delivers or collects the Goods, the Lessor has the right to charge the Lessee R100 per hour per man-hour; or part thereof.
12. Unless explicitly agreed to by the Lessor and Lessee, the Lessor will not be obligated to setup or breakdown the Goods.
13. If the Lessee changes delivery or collection times less than 24 hours before the start or end date (whatever is applicable), the Lessor has the right to change delivery and collection times that best suit the Lessor, with no obligation by the Lessor for any loss (whether financial or non-financial) suffered by the Lessee.

#### DAMAGES OF GOODS

14. The Lessee shall be responsible for any damages (and costs thereof) sustained by the Lessor arising out of the Lessee's use and possession of the Goods. The Lessee shall be responsible to replace any Goods missing or damaged for whatever reason at the Lessor's Replacement Cost. An invoice by the Lessor certifying such Replacement Cost shall be final and binding on the parties and shall be sufficient for the purpose of obtaining summary or default judgement against the Lessee.

#### COUNTING GOODS

15. The Lessor will not accept any responsibility of count unless Goods are counted in the presence of the Lessor's representative. If the Lessee fails to count the Goods, in any circumstance, the count taken in the Lessor's premises will be final and binding on the Lessee.

#### WARRANTY & LIABILITY

16. The Goods are delivered without any warranty whatsoever as to their condition or quality and the Lessee acknowledges receipt of the Goods in good condition.
17. The Goods shall be at the sole risk of the Lessee from the delivery date as per the Order to collection date as per the Order. This includes being responsible for any missing or stolen Goods or for any damage to the Goods by a third party.
18. No responsibility will be accepted for damage caused by the Lessor's representatives, agents, employees or servants to overhead or underground cables, nor to fixed installations, irrespective of whether the exact location of these have been pointed out or marked out to the Lessor in advance.
19. No liability or responsibility will be accepted by the Lessor in respect of late or non-delivery, mechanical or other circumstances beyond the Lessor's control.
20. No responsibility will be accepted by the Lessor for any Goods that are short-delivered, unless notified to it within twenty-four (24) hours of Order delivery date.
21. No claim shall be made against the Lessor or its representatives, agents, employees or servants for any injury, damage, loss or other, of whatever nature, and whether suffered by the Lessor or any other person, at the Lessee's premises or event venue, resulting from any negligence by the Lessor in performing its work.
22. No extension of time or indulgence granted by the Lessor to the Lessee shall affect, prejudice or derogate from the rights of the Lessor in any respect under this Agreement nor shall it in any way be regarded as a waiver of any of the Lessor's rights or a novation of this Agreement, or debar the Lessor thereafter insisting on compliance with the Agreement thereof.

## PAYMENT AND LATE RETURNS

23. Upon acceptance of the quotation, 100% of the monetary value (including VAT) of the Order must be paid via EFT or debit card or credit card. If the date at which the Lessee places the Order, is more than one (1) week from the Order start date, only 50% of the Order must be paid. The remaining 50% must be paid at least one (1) week before the Order start date. Any additional charges added to the Order must be paid within 24 hours from the time that the invoice is sent.
24. If the Lessee does not return the entire Order on the specific return date, by 12:00pm, the Lessee agrees to pay the one (1) day hire fee per twenty-four (24) hour cycle until the Goods are returned.
25. If the Lessee cancels an Order that was confirmed, the Lessee agrees to absorb any costs that the Lessor actually incurred to fulfill the Order.
26. If Goods are returned by the Lessee before the return date as per the Order, the Lessee agrees to be liable for the full monetary value (including VAT) of the Order regardless.
27. Interest of 2% per month (24% per annum) will be charged on the total monetary value (including VAT) from date it becomes due.

## **B) STAFFING**

### LESSEE AND LESSOR RELATIONSHIP

28. Upon the acceptance of a quotation, the relationship is between the Lessee and Lessor only.
29. The Lessee may not, under any circumstances, obtain or use the personal contact details of Staff, to contact such Staff to work for the Lessee privately (or on behalf of the Lessee) and thus overrule the purpose of the Lessor's relationship with the Lessee.
30. If the Lessee recruits any Staff on a full-time or ad hoc basis, or under any situation that results in the aforementioned Staff not being able to work an Event or Events for the Lessor, the Lessee agrees to pay a once-off poaching fee of R10 000 (ten thousand Rand) to the Lessor within 7 (seven) days of receipt of evidence/proof of recruiting Staff as mentioned above. This poaching fee is for using the services of the aforementioned Staff against the purpose of the Lessee and Lessor relationship.

### OVERTIME

31. Overtime occurs when the Event continues past the quoted ending time. Overtime is charged in increments of 15 minutes. Overtime must be settled upon receipt of the tax invoice.

## SERVICE CHARGE

32. The service charge is the fee related to all project-management arrangements carried out by the Lessor when organizing an Event. It will be charged when the Lessor arranges any and all project-management arrangements other than Staff hire.
33. The service charge is set at 15% of the finalised *quoted* amount – excluding the Staff costs.
34. Any and all additional expenses incurred, must be settled within 3 days from the completion of the Event – failure to do so will result in a fixed charge of R44 per day until the amount is settled.
35. The Lessor can, under its own discretion, alter or change these terms based on qualitative factors with the Lessee.

## CANCELLATIONS

36. The Lessee will be charged R100 for each Staff arranged by the Lessor due to a cancellation occurring within, and including, 7 days of the Event, and plus all additional expenses incurred by the Lessor relating to the Event.
37. If the cancellation occurs more than, and including, 8 days before the Event, the Lessee will be charged only with the expenses incurred by the Lessor relating to the Event.

## LIABILITY

38. No liability is accepted by the Lessor for:
  - a. Loss of or damage to property belonging to or traveling with the Lessee and all the members/guests associated with the Lessee
  - b. Losses or additional expenses due to delays or changes in the event
  - c. Personal injury or death of any participants however caused unless by proven negligence of the Lessor
  - d. Breakages costs (of glassware, furniture, equipment, cutlery, crockery and any other hired items) and costs of missing items charged by the Hiring Lessor
39. In the event of any uncontrollable circumstances preventing us from being able to fulfill our contracted obligations, our liability shall be limited to a refund of any monies paid in relation to the Event. No further compensation will be paid irrespective of any loss of earning or goodwill

## INSURANCE

40. It is the Lessee's responsibility to have all applicable insurance for their Event and in no way does the Lessee expect the Lessor to take cover any uninsured items, incidences, and other applicable situations that may arise before, during, or after the Event

## RIGHT

41. The Lessor reserves the right to cancel, alter, or delay any Event where forced to do so by circumstances beyond our control, such as serious illness, severe weather or any other circumstances which would subject the Lessor to any type of danger
42. Any and all photographs, videos, testimonials – verbal and written - and other recorded media may be used by the Lessor, with regard to the Lessee, for the purposes of marketing or advertising without any payment or compensation being offered and without any request being made to the featured Lessee.

## ACCEPTANCE AND LEGAL GROUNDS

1. The Lessee agrees that acceptance of an Order can be made via email, telephone, in writing which includes a hand-written or digital signature.
2. The Lessee agrees that, having read the aforementioned terms and conditions, the Lessee agrees to pay the monetary value (including VAT) per the Order, as well as any costs incurred by the Lessor or any Attorney's fees including collection charges, should an account be submitted to Attorneys for collection.
3. For the purposes of all or any legal proceedings against the Lessee with regard to these Terms and Conditions of Business, the Lessee hereby consents to the jurisdiction of the Magistrate's Court notwithstanding that such proceedings are otherwise beyond its jurisdiction. This clause shall be deemed to constitute the required written consent confirming jurisdiction upon the said Magistrate's Court provided, however, that the Lessor shall have the right as its sole option and discretion to institute proceedings in any other competent Court in respect of any claim.