

1. HIRE OF EQUIPMENT

1.1. Appétit function hire cc ("the *owner*") hires to the *client* the equipment in terms of these general conditions of hire. The parties elect their respective domicilia for the purpose of notice and service of process and proceedings at the address stated.

2. DEPOSIT AND HIRE CHARGES

2.1. The *client* shall be deemed to have accepted the correctness of any account unless the *owner* is notified immediately of any queries or discrepancies.

2.2. If a booking is cancelled before delivery or collection of the order all hire charges including deposit paid to the *owner* will be forfeited according to the table below

2.2.1. 180 days before collection/delivery date - 30% of amount paid to *owner*

2.2.2. 90 days before collection/delivery date - 50% of amount paid to *owner*

2.2.3. 30 days before collection/delivery date - 70% of amount paid to *owner*

2.2.4. 14 days before collection/delivery date - 85% of amount paid to *owner*

2.2.5. 7 days before collection/delivery date - 100% of amount paid to *owner*

2.3. If equipment is not returned or ready for collection on the return date as stated on the *client's* sales order the *client* will forfeit their deposit and may be charged for extra days hire at the *owner's* discretion.

2.4. Deposits not collected within 3 months of return date will be forfeited.

3. PERIOD

3.1. The hire period commences when the equipment is delivered or collected and ends on the return date as stated on the *client's* sales order.

3.2. The *owner* shall use reasonable endeavours to ensure that equipment is delivered or available for collection at the agreed time.

4. EQUIPMENT

4.1. The equipment shall be deemed to be in the quantity and of the description stated and in good order and fit for the purpose for which it is intended when delivered or collected, unless the *client* notifies the *owner* or its representative forthwith on delivery or collection of any deficiency in quantity, defective or incorrect equipment.

4.2. 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 incorrect equipment or remedy any defects in the delivered equipment.

5. MAINTENANCE AND RETURN OF EQUIPMENT

5.1. The *client* shall return the equipment in a clean state and in good order.

5.2. The *client* shall pack all equipment with care.

5.3. In the event that any of the equipment is lost, destroyed or damaged as a result of any cause prior to the return thereof, the *client* shall be liable to make good on full replacement cost thereof.

5.4. The *client* shall not be entitled to substitute any other equipment for the *owner's* equipment.

5.5. Unless the equipment is checked and counted on return in the presence of a representative of the *owner*, who accepts the correctness of a statement as to the quality and condition of the equipment, the *owner's* statement regarding the quality and condition of the equipment shall be final and binding on the *client*.

6. USE OF EQUIPMENT

6.1. The *client* acknowledges that the hired equipment is to be put exclusively to use for the purpose intended

6.2. The *client* shall use the equipment at his own risk, and indemnifies the *owner* against any claim of any nature brought against it by the *client's* employees, agents, representatives, quests or any other third parties arising out of the use of the equipment by the *client* or other cause whatsoever.

6.3. The *client* shall have no claim of any nature against the *owner* for any loss suffered or damages sustained by the *client* arising from any cause, including, without limitation, the provisions of these general conditions of hire other than the specific remedies provided for.

7. NO WARRANTIES

7.1. The *owner* furnishes no warranties and make no representations other than those contained herein. The provisions of these general conditions of hire shall govern the relationship of the parties to the exclusion of all conditions, whether implied by law or stipulated for by the *client*, unless accepted by the *owner* in writing.

8. MISCELLANEOUS

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

8.2. The *client* will be liable for all legal costs where a dispute is contested in favour of the *owner* arising out of the provisions of these general conditions of hire or out of the *client's* use or possession of the hired equipment.

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

9. HIRING OF MARQUEES/TENTS

9.1. The area must be level and large enough according to the size of the marquee/tent hired. If the marquee tent does not fit, hiring charges will not be refunded.

9.2. The *client* must be available to indicate the correct location where the marquee/tent must be erected

9.3. The marquee/tent will not be moved after it has been erected.

9.4. The *client* is responsible for security until the marquee/tent is dismantled.

10. BREACH

10.1. Should the *client* fail to comply with any obligation imposed on the *client* in terms thereof, 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

10.1.1. 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 *client* and take possession of the hired equipment.

10.2. The specific remedies which the *owner* has against the *client* in terms of these general conditions of hire 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 *client* as the *owner* may have suffered as a result of the breach by the *client* of any of his obligations.

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

I, _____ ID _____ accept these general conditions of hire.

Signed at _____ on this _____ (day) of _____ (Month) _____ (Year)