



Terms & Conditions of Business

This agreement is binding between
Impromptu Experiences (Pty) Ltd t/a EHIRE

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 EHIRE; 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, 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 to End Date range as listed in Order documentation
8. **Start Date** – the initial date of delivery or collection before the event
9. **End Date** – the last date of delivery or collection after the event
10. **Final Settlement Date** – the date at which the monetary value (including VAT) of the most recent Order is paid in full by the Lessee
11. **Goods** – all tangible items listed in the Order
12. **Replacement Cost** – the monetary value (including VAT) listed on the invoice to replace the Good that is damaged or missing
13. **Staff** – Employees, as defined, that work from time-to-time for the Lessee on a temporary or permanent basis
14. **Event** – The venue, function or occasion (the reason) that the Goods are being hired, or that the Staff are required to work at
15. **Source** – The process of sub-hiring Goods from one of our network of suppliers



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 7 days.
3. The Lessee acknowledges that the right of 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, unless explicitly agreed to by the Lessor and Lessee, in writing, that the items may be transferred/moved to another location.
6. The Lessee must pack the Goods as best as is possible before the Lessor collects.
7. All linen (a sub category of Goods) returned to the Lessor in a damaged condition which includes: mildewed or wet 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 5 working days to inspect and test any Goods returned to the Lessor, and the Lessor is given a further 3 working days to refund any deposit or balance due.
10. It is the responsibility of the Lessee to ensure that all items required are reflected on the final quotation and that the Lessor cannot be held liable for any omitted items.
11. In order to make sure that the Goods meet the Lessee's requirements, it is the responsibility of the Lessee to take note of the colour, size and material of the quoted Goods, as well as to physically inspect the Goods if necessary before accepting and confirming the Order.
12. Once an Order has been confirmed and accepted by the Lessee, the Order will be final and binding and any costs incurred or additional Goods added due to amending the Order will be payable by the Lessee. The Lessee will be liable to pay for the full costs of Goods that have been confirmed and Ordered, even if the Goods are not used by the Lessee.
13. Prices quoted by the Lessor to the Lessee are applicable only to the quote in question, and if the Lessee requires an amended or revised quote, the Lessor reserves the right to amend the prices applicable to any Good.
14. The Lessee acknowledges that there is a forty-eight (48) hour confirmation turnaround time for when the Lessor has to source any Goods requested by the Lessee.

DELIVERY AND COLLECTION OF GOODS

15. The Lessee must provide the contact name and cellphone 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 18 applies.



16. 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 man-hour; or part thereof.
17. The Lessee is responsible for making sure that there is the necessary representative available to inspect the Goods and sign the Lessor's Delivery or Collection note upon delivery or collection, shall there be no individual available, the Lessor reserves the right to withhold delivery or collection and the Lessee shall be liable for any costs incurred. If the Lessee is unable to have a representative available, the Lessee may instruct, in writing before the Order Start Date or End Date, the Lessor to deliver or collect the Goods, however the Lessee takes full responsibility for any Goods damaged or missing until the Lessor can inspect the Goods.
18. It is the responsibility of the Lessee to make sure that the Goods are inspected upon delivery or collection in order to make sure that they meet the Lessee's requirements. The Lessee agrees that any costs, arising from the fault or negligence of the Lessee, shall be borne by the Lessee.
19. Any amendments needed to be made to the delivery or collection of the Order need to be agreed upon, in writing by both the Lessor and the Lessee, at least one (1) day before the Order Start Date or End Date. If no arrangement has been agreed before the due period, the Lessee shall be liable for any additional costs incurred.
20. Unless explicitly agreed to by the Lessor and Lessee, the Lessor will not be obligated to setup or breakdown the Goods.

DAMAGES OF GOODS

21. 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 reimburse the Lessor for ~~replace~~ any Goods missing or damaged for whatever reason at the Lessor's Replacement Cost, payable within seven (7) working days. 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 a summary or default judgement against the Lessee.

COUNTING GOODS

22. 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

23. 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.
24. 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.

- 25.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.
- 26.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.
- 27.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.
- 28.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.
- 29.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

- 30.In order to confirm an Order, the Lessee must pay a 50% deposit, and
- 31.100% of the monetary value (including VAT) of the Order must be paid at least one (1) week before the Order delivery/collection date.
- 32.Any additional charges added to the Order must be paid within 24 hours from the time that the invoice is sent.
- 33.Payment must be made via EFT, debit card or credit card only, cash will not be accepted as a form of payment.

CANCELLATION AND LATE RETURNS

- 34.If a confirmed Order is cancelled:
 - a. Eight (8) days or more of the Start Date – 0% cancellation fee of the Order,
 - b. Seven (7) to six (6) days of the Start Date – 25% cancellation fee of the Order,
 - c. Five (5) to three (3) days of the Start Date – 50% cancellation fee of the Order,
 - d. Within two (2) days of the delivery/collection date – 100% cancellation fee of the Order.
- 35.All confirmed Order cancellations are subject to an R150.00 administration fee.
- 36.If the Lessee does not return the entire Order on the specific return date, by 12:00, the Lessee agrees to pay the one (1) day hire fee per twenty-four (24) hour cycle until the Goods are returned.
- 37.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.
- 38.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

39. Upon the acceptance of a quotation, the relationship is between the Lessee and Lessor only.
40. 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.
41. 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

42. 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

43. 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.
44. The service charge is set at 15% of the finalised *quoted* amount – excluding the Staff costs.
45. 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.
46. The Lessor can, under its own discretion, alter or change these terms based on qualitative factors with the Lessee.

CANCELLATIONS

47. 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.
48. 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

49. 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
50. 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

51. 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

52. 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
53. 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.