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# TERMS AND CONDITIONS

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## SOUTH AFRICAN HIRE ASSOCIATION GENERAL CONDITIONS OF HIRE

### 1. Hire of equipment

Theba Function Hire (the owner\*) hires to the customer the equipment described overleaf ("the equipment") in terms of these General Conditions of Hire. The Parties elect their respective domicile for the purpose of notice and service of process and proceedings at the addresses stated overleaf.

### 2. Deposits and hire charges.

2.1 The hire charges at the rates and the deposit stated above-mentioned are payable in cash on delivery, 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 3 days of date of account.

2.3 Any deposits paid in advance to secure bookings will be forfeited if the booking is cancelled less than 30 days of date prior to the reserved date.

### 3. Period

3.1 The hire period commences when the equipment is delivered or collected, and subject to 9, ends when the owner accepts return of the equipment.

3.2 The owner 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.

3.3 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 all the rates stated overleaf until such a time as the equipment is either returned to or collected by the owner, in addition to a traveling charge at the owner's standard rates should the owner collect: the equipment.

### 4. Equipment

4.1 The equipment shall be deemed in good order and repair, in the quantity and of the description stated overleaf and, and fit for the purpose for which it is intended when delivered to the customer, unless the customer notifies the owner or its representative of delivery of any deficiency in quality, defective or incorrectly delivered 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 incorrectly delivered equipment or remedy any defect in the delivered equipment:

### 5. Maintenance and return of equipment

The customer shall:

5.1 provide dry under cover storage until such a time as the equipment is returned to the owner.

5.2 Immediately notify the owner should any of the equipment malfunction.

The owner shall repair or replace the equipment at its cost at the owner's principal place of business, unless the owner, at its sole discretion, determines that the malfunction is due to improper use of the equipment:

5.3 return equipment in a clean state and in good order and repair, but without limitation

5.3.1 All equipment (except for tablecloths, furniture and marquess) must be washed and dried. Any equipment returned *unwashed* will be charged for at least at a rate determined by the owner

5.2.3 tablecloths must be dried before being returned if any of the equipment is lost, destroyed or as a result cause prior to the return thereof, the customer shall be liable to make good the full replacement cost thereof.

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

5.5 Notwithstanding 2.2, unless the 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 condition of the equipment, the owner's statement regarding the quantity and condition of the equipment collected shall be final and binding on the customer.

### 6. Use of equipment.

The customer:

6.1 acknowledges that it is aware of the purpose of which the equipment is intended and shall use the equipment for such purposes.

6.2 shall use the equipment at his own risk; and indemnifies the owner against any claim of any nature brought against it by the customer; 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. defending or setting such proceedings.

6.3 shall have no claim of any nature against the owner for any loss suffered or damage sustained by the customer arising from any cause, including, without limitation, use or malfunction of the equipment or the provisions of these General Conditions other than the specific remedies provided for.

### 7. No warranties.

The owner furnishes no warranties and makes no representations other than those contained herein. The provisions of these General Conditions shall govern the relationship of the parties with the exclusion of all other conditions. whether implied by law or stipulated by the customer, unless accepted by the owner in writing.

### 8. Access

The owner shall be at all reasonable times entitled to access to any premises of the customer for the purpose of inspecting or repairing the equipment.

### 9. Breach

9.1 Should the customer:

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

9.1.2 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.

9.2 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 included the right to claim all such consequential and other damages from the customer as the owner may have suffered because of the breach by the customer or any of his obligations

9.3 The owner's liability to customer and all people claiming under him arising from any cause whatsoever including the willful default or negligence of the owner, his employees or agents, shall be limited to the specific remedies provided therein.

### 10. Miscellaneous.

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

10.2 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

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