



## **TERMS AND CONDITIONS**

These terms and conditions form the basis upon which Special Events Hiring and Logistics CC ("**Special Events**") agrees to provide you, the Client, with its Services and the supply of hire equipment ("**the Equipment**").

**It is important to Special Events that you, as the client, are comfortable with the terms and conditions contained below and that you understand both what can be expected from us and, in return, what we require from you in order to supply the required services and equipment.**

**We kindly request that you carefully read the Agreement, particularly the emboldened terms, prior to signing, on signing this document you acknowledge that:**

- i. You have understood all the terms and conditions contained in the Agreement;**
- ii. that any queries you may have had regarding the Agreement have been dealt with in full; and**
- iii. you understand the rights and obligations created by this Agreement.**

### **1. DEFINITIONS**

In these terms and conditions, unless clearly otherwise indicated:

- 1.1. "**Agreement**" means this agreement and all annexures hereto including the Quotation (as defined);
- 1.2. "**the Client**" means the individuals or Company as they appear on the Quotation and any employee, representative and/or agent thereof;
- 1.3. "**delivery**" means the specific manner, date, time and place as agreed to in writing between the parties, at which point the risk in the equipment shall pass to the Client, until such time as the equipment is returned to Special Events;
- 1.4. "**delivery charges**" means the cost of Special Events having the Equipment delivered to the Client and where applicable shall include the costs of having the Equipment returned to Special Events;
- 1.5. "**the Equipment**" means all articles and materials taken on hire from Special Events by the Client in the course of its business which is set out in the Quotation;
- 1.6. "**hire charge**" means the cost as agreed to between the parties in writing for the client to hire the Equipment;
- 1.7. "**hire period**" means the duration for which Special Events has agreed to hire the Equipment to the Client.
- 1.8. "**Quotation**" means the document supplied to the Client setting out the Total Cost (as defined) of the Equipment and Services to be rendered;
- 1.9. "**returned**" means the specific manner, date, time and place as agreed to in writing between the parties that the Equipment will be collected from the Client, alternatively if agreed between the parties, the Client will return the Equipment to Special Events at their own expense;



- 1.10. **"Refundable deposit"** means the deposit which is payable to Special Events to cover the cost of any damage caused to the Equipment;
- 1.11. **"the Services"** means the Services to be provided by Special Events to the Client (including the installation, delivery, collection and maintenance of the Equipment) as agreed between the parties in writing;
- 1.12. **"Special Events"** means Special Events Hiring & Logistics CC and/or an authorised representative thereof;
- 1.13. **"Total Cost"** means the price of all hire charges, services, refundable deposits, set up and delivery charges owed by the Client.
- 1.14. **"website"** means [www.specialevents.co.za](http://www.specialevents.co.za);
- 1.15. **"writing"** means any letter, electronic mail (e-mail) or other written form of communication where receipt thereof is duly acknowledged by the addressee or can be duly proven by the addressor.

## 2. PAYMENT TERMS AND DEPOSITS

- 2.1. The Client shall be bound by the Total Cost and payment terms and will be required to pay all amounts as and when they fall due.
- 2.2. The Total Cost shall be set out in the Quotation as agreed between the parties and shall be payable in terms of clause 2.3 below, unless agreed to otherwise in writing between the parties.
- 2.3. The Total Cost shall be payable as follows via electronic funds transfer (EFT) or through the payment methods specified on the Special Events website from time to time:
  - 2.3.1. 50% non-refundable deposit, calculated on the total cost of the order is payable upfront, this amount is to secure the use of the Equipment and the Services;
  - 2.3.2. The remaining 50% balance shall be payable 10 days before the event and/or hire period begins; and
- 2.4. The refundable deposit is included in the Total Cost and will reflect on quotation.  
The refundable deposit shall be refunded upon return of the Equipment to Special Events subject to clause 2.5.
- 2.5. Should the Equipment be damaged, destroyed, stolen and/or lost while in the care of the Client, the refundable deposit shall be deducted by the reasonable cost of repairing and/or replacing the Equipment.
- 2.6. The refundable deposit less any reasonable cost of repair and/or replacement of the Equipment shall be refunded to the client within 10 business days after the Equipment has been returned and the client submitting their banking details to Special Events.
- 2.7. Should the reasonable cost of repair/replacement of the lost, damaged or stolen Equipment exceed the refundable deposit, Special Events shall be entitled to invoice the Client for the amount equal to the difference between its expended cost and the refundable deposit.



- 2.8. The invoice contemplated in clause 2.7 will be delivered within 10 working days of the end of the hire period and must be paid in full by the Client, without deduction or set off, within 14 working days thereafter.
- 2.9. The Total Cost shall be inclusive of any Value Added Tax (VAT) amounts at the prevailing VAT rate at the time the Quotation was given, save for orders made through the Website, where the Total Cost will be displayed exclusive of VAT, which shall be added automatically when the Client makes payment.

### **3. HIRE PERIOD**

- 3.1. The hire period and hire charge ("hire charge") will begin to run from the moment that the Equipment is delivered to the Client and will terminate once the Equipment has been returned to Special Events. The Equipment will only be considered to have been returned provided they arrive in the same condition they were in when delivered, reasonable wear and tear is taken into account.
- 3.2. Should the equipment not be returned by the agreed date and time, whether the delay be caused by loss, theft, damage or destruction of the Equipment, the Client will be liable for all additional day's hire charge until such time as the Equipment is returned, replaced and/or repaired. The Equipment will only be considered to have been returned once it has been received by Special Events in a condition where the Equipment can be re-hired or the cost of replacing the Equipment has been received by Special Events.
- 3.3. Special Events shall have access to the Equipment in the client's possession at all times during the hire period and will provide the Client with reasonable notice should Special Events require access to the Equipment in order to inspect it.

### **4. CLIENTS OBLIGATIONS**

- 4.1. The Client undertakes to comply at all times with the following:
- 4.1.1. Ensure that the Equipment remains under their control at all times and that they will not sell, loan, assign or pledge any of the Equipment to a third party;
  - 4.1.2. the Equipment will be stored in a secure and safe location and that such location shall be undercover and dry until the Equipment is returned to Special Events; and
  - 4.1.3. that the Equipment will be used in an appropriate manner at all times and that where necessary the individuals who control the Equipment will have the necessary permits and/or training to use the Equipment properly.
- 4.2. Should any cloth and/or fabric on the Equipment get wet or soiled, the Client will not attempt to wash or dry and will inform Special Events upon returning the Equipment.
- 4.3. Should any of the Equipment be crockery, cutlery and/or glassware the following will be required of the Client:
- 4.3.1. all crockery, cutlery and glassware are to be returned washed correctly with no residue food or dirt, should they be returned unwashed Special Events will have the right to deduct the reasonable cost of cleaning the items; and



4.3.2. the Client may request that Special Events clean the items on their return for a reasonable fee.

4.4. The client will not remove the Equipment outside of South Africa without the written consent of Special Events.

## 5. RISK AND DELIVERY

5.1. The parties will prior to the commencement of the hire period, in writing agree to the date, time, manner and place before delivery of the Equipment will occur. The parties may agree to the following means of delivery:

5.1.1. The Client will collect the Equipment from Special Events principal place of business at the agreed date and time, delivery will have been deemed to have occurred upon the Client removing the Equipment from Special Events premises; or

5.1.2. Special Events shall arrange for the Equipment to be delivered using their own means on the agreed date, time and place. Delivery will have deemed to have occurred once the Equipment has been accepted by the Client.

5.2. **Risk in the Equipment shall be deemed to have passed on delivery to the Client or to the Clients agent including a carrier of the Client when the Equipment has left Special Events premises. The Client will be liable for any theft, loss, damage or destruction to the Equipment once delivery to the Client has been affected.**

5.3. Risk in the Equipment shall only lapse once Special Events has confirmed by signature that all the Equipment is present and in the same condition as when it was delivered to the Client.

5.4. Upon delivery of the Equipment the Client will check that all the Equipment is there as it appears on the Quotation and is in good working order. The inspection shall occur in the presence of a representative of Special Events.

5.5. Should the Client find that any of the Equipment is incorrect and/or damaged, it shall inform Special Events in writing, immediately. If the client does not inform Special Events of any inaccuracies and/or damage to the Equipment upon delivery, the Equipment will be deemed to be in good order and Special Events will hold no liability for any of the Equipment which may have been damaged or incorrect.

5.6. Upon receiving notification of the Equipment being incorrect as contemplated in clause 5.4, Special Events shall be given the opportunity to replace and/or remedy the Equipment in question as soon as reasonably practical.

5.7. Should Special Events be unable to replace the Equipment in a reasonable time or due to availability, the Client will be entitled to receive a refund of any deposit and/or hire charges paid in respect of the Equipment in question.

## 6. LIABILITY

6.1. **THE CLIENT, THEIR REPRESENTATIVES, GUESTS, CUSTOMERS AND/OR THIRD PARTIES USE OF THE EQUIPMENT IS AT THEIR OWN RISK AND WILL NOT HOLD SPECIAL EVENTS LIABLE FOR ANY DAMAGE, PERSONAL INJURY, DEATH AND/OR CLAIM OF WHATSOEVER NATURE CAUSED OR BROUGHT ABOUT AS A RESULT OF THE USE OF THE EQUIPMENT WHILE IN THE CLIENTS POSSESSION.**



6.2. Special Events shall not be liable to the Client for any loss of profits, contracts and/or other indirect loss however caused.

## **7. TERMINATION AND BREACH**

7.1. In the event of either party not meeting their obligations under the Agreement, the innocent party shall be entitled to deliver notice in writing, at least 10 business days prior, of its intention to:

7.1.1. cancel the agreement;

7.1.2. or demand that the other party's obligations in terms of the Agreement are complied with.

7.2. Should the Client commit an act of insolvency, be placed in liquidation, sequestration or be placed under judicial management, Special Events shall be entitled to cancel this agreement immediately and retake possession of the Equipment.

7.3. Should the Client cancel the event or their order for the Equipment hire prior to the event, Special Events shall retain the 50% upfront payment made by the Client. Should the Client cancel the event or order for the Equipment less than 10 days prior to the event date, the Client shall forfeit the Total Cost.

7.4. Upon the termination of the Agreement, the Client will immediately return any remaining Equipment in its possession to Special Events in good working order and condition.

7.5. Should the Client fail to return the Equipment within 24 hours of termination of the Agreement, Special Events shall be entitled to institute legal steps to recover the Equipment, the costs of which will be entirely for the Client's account.

## **8. USE OF SPECIAL EVENTS WEBSITE**

8.1. Special Events permits the use of [www.specialevents.co.za](http://www.specialevents.co.za) ("the Website") subject to the Terms and Conditions. By using the Website in any way, the website user ("user") shall be deemed to have accepted all the Terms and Conditions unconditionally. The user must not use the Website if the user does not agree to the Terms and Conditions.

8.2. Use of the Website and its payment facilities is done so at the users' own risk. The user will not hold Special Events liable for any payment and or submission of information made through the use of the Website.

## **9. NOTICES AND LEGAL**

9.1. Any notice required to be given in writing in terms of the Agreement will be deemed to have been given if delivered by hand, registered mail or email to the chosen address and/or contact details of the party in question.

9.2. The Agreement will be governed in accordance with the laws of the Republic of South Africa. Any dispute arising from the Agreement will be determined by the Magistrates Court of South Africa having jurisdiction in the circumstances, irrespective of whether the amount in dispute exceeds the limit of the court as determined from time to time.

9.3. In the event of Special Events having to instruct its attorneys to recover moneys from the Client, the Client shall be liable for and shall pay all legal costs incurred by Special Events on an attorney client basis, inclusive of collection commission.



**10. GENERAL RIGHTS AND OBLIGATIONS**

- 10.1. This agreement makes up the whole agreement between Special Events and the Client. The Agreement shall govern the relationship between the parties, any earlier agreement between the parties shall not be valid unless agreed to and recorded in writing between the parties.
- 10.2. No amendment, addition or consensual cancellation of the Agreement will be binding unless it is recorded in writing and signed by both parties.
- 10.3. By signing the Agreement the Client acknowledges these terms and conditions, and that all current and future engagements with Special Events will be subject to these terms and conditions and will not require for the Agreement to be resigned by the parties.
- 10.4. The invalidity of any part of the Agreement shall not affect the validity of any other part.
- 10.5. Neither Party shall lose any of its rights under the Agreement if it does not immediately and in every instance, insist on them.
- 10.6. The parties acknowledge that each clause of the Agreement is separate. If any clause of this Agreement is or becomes illegal, invalid or unenforceable for any reason or in any jurisdiction, the clause shall be treated as if it had not been written. Should any clause of this agreement be found to be illegal, invalid or unenforceable, this shall have no effect on the validity of the rest of the Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date