

GENERAL CONDITIONS OF HIRE

1. REFUNDABLE DEPOSIT:

- 1.1 The refundable deposit is calculated at +- 50% of the total hire with a minimum of R500-00. The refundable deposit is determined by management, and can vary, depending on type of goods hired.
- 1.2 The refundable deposit is payable upon confirmation of an order – no order will be confirmed if the deposit has not been paid to secure the order.
- 1.3 The refundable deposit is repaid 1 – 3 working days after the goods have been returned.
- 1.4 The refundable deposit is **repaid in the same manner** as it was paid to Florida Hiring: if it was paid in cash, cash will be refunded, if it was paid by EFT or card payment, it will be refunded by EFT (customer must ensure to supply Florida Hiring with their banking details).
- 1.5 All damages or shortages will be deducted from the deposit at **REPLACEMENT** value.
- 1.6 Should the shortages / damages exceed the refundable deposit amount, the customer **MUST** settle the outstanding amount immediately, or make alternative arrangements with management.
- 1.7 Any DEPOSITS paid to secure bookings, will be forfeited if the order is cancelled less than 14 days prior to the function date.
- 1.8 A 10% cancellation fee, with a minimum of R100-00, will be charged on ALL cancellations.
- 1.9 **No cancellations will be accepted less than 7 days prior to the reserved date**, and all monies paid for such order, will be forfeited. In the case that the full amount (refundable deposit and hire charges) was paid in full, only the deposit will be refunded. **Quantities of goods ordered, can be increased if the stock is available, but CANNOT be decreased – the customer will still be liable for the hire charges.**

2. HIRE CHARGES:

- 2.1 The hire charges at the rates stated on the invoice, is payable on collection, or in case of Florida Hiring delivering, the day **BEFORE** delivery will take place. No orders will be delivered if the full balance has not been settled.
- 2.2 Payment can be made either cash, card or EFT – **NO CHEQUES WILL BE ACCEPTED.**
- 2.3 Should you wish to deposit cash into our banking account, the cash deposit fee charged by the bank, will be for the customer's account, and will be deducted from the refundable deposit.
- 2.4 The customer shall ensure to forward proof of payment to Florida Hiring when making EFT payments, or payments directly into our banking account.
- 2.5 All payments made to Florida Hiring's banking account, must reflect in our account before any goods will be released**

3. HIRE PERIOD:

- 3.1 The hire period commences when the equipment is delivered or collected by the customer, and ends when the owner – Florida Hiring – accepts return of the equipment.
- 3.2 Florida Hiring will use reasonable endeavours to ensure that equipment is delivered or available for collection at the agreed date or time, but shall not be liable should the equipment not be delivered or available at such time.
- 3.3 Should the equipment not be returned to, or be available for collection at the agreed date of return, the customer shall be charged additional hire charges (per day), at the rate stated on the invoice, until such time as the equipment is returned to the owner. In the case of Florida Hiring collecting, additional travelling fees will be charged.
- 3.4 In case of Florida Hiring delivering or collecting goods - we will send a sms to confirm approximate delivery and collection times – however – will not be bound by these times.

4. EQUIPMENT:

- 4.1 The onus is on the customer to check all orders collected or delivered for quantities and damages
- 4.2 The customer accepts full responsibility for all goods once it has left our premises – i.e. breakages, theft, etc. In the case of Florida Hiring delivering the goods, the customer accepts full responsibility for the goods once our delivery vehicle departs from the delivery address.
- 4.3 The customer shall provide dry, undercover storage until such time as the equipment is returned to Florida Hiring
- 4.4 The customer shall return all crockery, cutlery, glasses, etc. clean – i.e. in the same condition as it was received by the customer. All dirty crockery, cutlery, glasses, etc. returned dirty, will attract a cleaning fee determined by management.
- 4.5 If goods are faulty or damaged upon receipt, Florida Hiring should be informed immediately, as **NO EXCUSES** will be accepted upon return of faulty or damaged goods.
- 4.6 The customer must ensure that they order the correct items and correct quantities, as no refund will be given for goods not used.
- 4.7 All electrical equipment will be checked and tested in the customer's presence (or a third party appointed by the customer). In the case of Florida Hiring being called out to electrical equipment malfunctioning, the customer will be liable for call-out fees of R250-00 if the fault is not on Florida Hiring's side. The customer will ensure that the electricity supply at the venue, is sufficient for the equipment hired from Florida Hiring.
- 4.8 All linen should be returned dirty but dry. Linen with mold, will be charged for at replacement cost.
- 4.9 All linen badly stained with excessive candle wax, prestik, bubblegum, chocolate, mud or any stain out of the ordinary, will be charged for at a rate determined by the severity of the stains.
- 4.10 All pins and staples must be removed from the linen before it is returned to Florida Hiring. Any damages caused by such staples and pins, will be charged for at replacement value.
- 4.11 The customer shall not be entitled to substitute any other equipment for the owner's equipment. All equipment returned, will be checked and counted in the presence of the customer – or a third party appointed by the customer. Should the customer, or a third party, not be present, the customer shall accept the correctness of a statement by Florida Hiring as to the quantity and condition of the equipment returned.

5. USE OF THE EQUIPMENT:

- 5.1 The customer acknowledges that he/she is aware of the purpose for which the equipment is intended, and shall use the equipment only for such purposes.
- 5.2 The customer shall use the equipment at his/her own risk, and indemnifies the owner against any claim of any nature brought against it.

6. GENERAL:

- 6.1 The customer consents to the jurisdiction of the Magistrate's Court of the district in which the customer's domicilium is situated in respect of any legal proceedings arising out of this agreement.
- 6.2 The customer shall be liable for the cost of Florida Hiring on an attorney and own client base, should Florida Hiring 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.

I hereby acknowledge that I have read the above Conditions of Hire and fully understand it, and will abide by it. The above contents was NOT verbally communicated to me by any staff member of Florida Hiring. Verbal explanations was communicated to me by Florida Hiring on sections not clearly understood by me (sections to be marked).

I further understand that this contract will be binding on me with all future dealings with Florida Hiring.

NAME & SURNAME: _____

ID NO.: _____

FULL SIGNATURE

POSITION IN COMPANY

DATE