



AV STAGING WORX

TERMS AND CONDITIONS OF HIRE

1. Rates: Hire period of less than one day, will be charged at full daily rates.
2. Deposit: Wherever a deposit is payable, the said deposit shall be used to compensate AV Staging Worx CC for any damage suffered or the charger due and payable.
3. Interest: Should any amount due and payable not be paid on the due date, interest at 15,5% per year shall accrue.
4. Ownership and Risk: All equipment remains property of AV Staging Worx CC, but the Hirer will remain responsible for all risk, damage and replacement of such equipment.
5. Insurance: AV Staging Worx CC's insurance does not cover the equipment while it is in the possession of the hirer. The Hirer shall fully insure the equipment and will have the equipment replaced by brand new equipment should any losses be incurred for whatsoever reason.
6. Working order: The Hirer acknowledges that the equipment is in perfect working order at delivery, and undertakes to return same in the same condition.
7. Defective equipment If the equipment is faulty, defective, or requires repair, the Hirer must report it to AV Staging Worx CC immediately.
8. Damage: If the equipment is damaged, AV Staging Worx CC will obtain quotes and have the equipment fixed or replaced based on the most reasonable quote. It is deemed that the Hirer accepts the quote and the final bill as prima facie evidence of the amount due and payable to AV Staging Worx CC. The Hirer will refund AV Staging Worx CC immediately on presentation of the bill.
9. AV Staging Worx CC is not responsible for incorrect wiring or any misuse by the Hirer. If any incorrect wiring or misuse damage the equipment, the Hirer shall be solely liable.
10. Jurisdiction and legal action The Hirer agrees to the jurisdiction of the Cape Town Magistrate's Court irrespective of the amount of any claim of AV Staging Worx CC, and irrespective of where the cause of action arose. In the event of legal action being taken against the Hirer, it shall be liable for all legal costs on an attorney and client scale, including collection charges.
11. Indemnity. The Hirer indemnifies AV Staging Worx CC against any liability, loss and claim whatsoever that may occur as a result of the use of the equipment where the equipment is not operated by personnel of AV Staging Worx CC.
12. AV Staging Worx CC will not be liable for any loss, claims or proceedings whatsoever arising from the non-delivery or failure of equipment or personnel for any reason.
13. Cancellation: If equipment hire is cancelled due to adverse weather conditions or any other reason within 24 hours prior to hire date, the full invoice amount is due and payable.
14. Domicilium: The Hirer elect as its domicilium citandi et executandi for the purpose of serving notices and any process the following address

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Sign on behalf of Hirer

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Full Names

.....
ID Number

.....
Date

15. Surety (to be completed only if the Hirer is a legal entity, e. trust, company or CC):

I, the undersigned, bind myself as surety and co-principal debtor in solidum for and on behalf of the Hirer,, to and in favour of AV Staging Worx CC in respect of any liability that the Hirer shall attract in respect of its dealings with AV Staging Worx CC, and undertakes to pay all and any amount that shall become due and payable by the Hirer to AV Staging Worx CC upon presentation of an account by AV Staging Worx CC setting out the debt of the hirer.

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Sign Surety

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Full Names

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ID Number

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Date