

# FUNCTION HIRE HIRING AGREEMENT

[ THE "TERMS AND CONDITIONS" OF THE RENDERING OF RENTAL AND SERVICES]

## 1. DETAILS OF CLIENT

Function Hire requires the following information from clients:

Full names as per ID document : .....

Identity number: ..... [Please attach copy of ID]

Physical address: .....  
..... [Please provide proof of address]

Cellphone: ..... Email address: .....

**If hiring on behalf of company, provide details thereof:**

Company name: .....

Physical address: .....  
..... [Please provide proof of address]

Tel: ..... Email address: .....

**Authorised representative of client [if applicable]**

Full names as per ID document : .....

Identity number: ..... [Please attach copy of ID]

Position: .....

## 2. CONFIRMATION OF BOOKING

- a. The products and services reflected in the quote will only be secured on our receipt of a signed quotation, signed terms and condition form, and the proof of payment of a 50% deposit.
- b. The quotation will be valid for 7 days from date of issue thereof. All changes thereafter are to be made in writing only.
- c. Quotes are not bookings and will be lapse without notification, should the client fail to make payment of the deposit and/or fail to provide us with the necessary documentation as contemplated above, within the said 7-day period.

Witness [ ]

Client [ ]

### 3. PAYMENT AND BREAKAGES DEPOSIT

- a. In order to secure the booking payment of a 50% deposit is required within 7 days of receipt of the Quote, to be deposited into the following account:  
Function Hire  
Standard Bank  
Branch: 050312  
Account Number: 280688288  
Quote/ Invoice number to be used as reference.
- b. Proof of payment needs to be forwarded to [functionhirehermanus@telkomsa.net](mailto:functionhirehermanus@telkomsa.net)
- c. Unless account facilities have been arranged and approved, all transactions are strictly COD. **Goods will not be released unless full payment plus refundable deposit has been received.**
- d. COD clients are to pay the balance before collection or delivery, all other client must pay the balance 72 hours prior to collection or delivery of the hire items, in failing to do so, we are entitled to cancel the function and charge a 100% cancellation fee, for which the client will be billed. Please Note: No cheques are accepted, only Cash, Card or EFT.
- e. If the date of function exceeds 6 months from date of quotation, please take note that the quotation might be subjected to change, due to factors beyond our control.
- f. **An additional, refundable breakage deposit will be added to the quote and is payable** with the balance. This is fully/partly refundable within 10 days after the collection/return of all hire items. In the event of any damages/losses occurring this deposit will be utilised as set out in point 3 below. We prefer security deposits to be paid in cash.
- g. Items may need to be replaced, should any losses and/or damages occur thereto. All replacements will be made on the highest design/quality item available, which value shall be equal to the price quoted to the client.
- h. Confirmation of final numbers must be confirmed at least 7 days prior to the function date. Our invoice and final preparations will be based on this quantity. No reduction in numbers will be accepted 7 days or less prior to the function date.

### 4. GOODS BEING HIRED

- a. All hire items, including but not limited to equipment, furniture, décor and linen, are and will at all times remain the property of Function Hire.
- b. The client hereby accepts full responsibility for any loss, shortage and/or damage which may occur, notwithstanding the cause thereof, including but not limited to theft from client's premises or venue or vehicle and motor vehicle accidents with Function Hire goods in transit with client.

Witness [ ]

Client [ ]

- c. In the event of any such loss, shortage, damages and/or breakages occurring, the replacement (as per replacement per unit) or repair value, as well as all costs incurred by us in replacing or repairing damage of any nature, will be subtracted from the refundable breakage deposit or billed for should it exceed the deposit amount.
- d. The client is responsible for all goods to be ready for collection **in the same state** that they were delivered. If Function Hire has to look for and pack items hired by the client, the client will be charged a packing fee, **Minimum charge R300 and R300 per hour there after?**
- e. All items must be returned in the **bags, boxes or crates** they were issued in. Missing Crates will be charged for at R60.00 a crate.
- f. **While all precautions will be taken, Function Hire cannot be held responsible for any damage the staff of Function Hire negligently cause to a client's property or premises.**
- g. **The client is also also responsible to check any notes or footer notes printed out next the hire item on the Quote, Booking, Invoice.**

#### 4. COLLECTION, RETURNS AND DELIVERIES

- a. Normal collection and delivery times are between 09:00am and 16:00 pm from Monday to Friday excluding Public Holidays. [Early collection can be arranged, under special circumstances, in advance]. **All returns from clients collecting from the shop after a weekend by 12pm Monday.**
- b. Weekend and after-hours deliveries & collections can be arranged but a surcharge will be added.
- c. Please note, unfortunately we cannot deliver and collect at specific times.
- d. Clients are required to collect and return items, but Function Hire will deliver and collect at a fee, depending on the location **and value of order.**
- e. **Function Hire will not carry items upstairs or to a point further than 20m from where the vehicle can park. A transport fee is charged on the basis that items are delivered on the ground floor.**
- f. An additional fee will be charged to the client if items are required to be deliver to or collected from a different floor level, and it is the client's responsibility to inform Function Hire when making the booking that such delivery must be made. [This is of utmost importance to ensure that Function Hire quotes accordingly and we do not delay the next deliveries lined up for the day] .
- g. All hire items must be checked and inspected by the client or authorised representative upon delivery/collection thereof and the client must immediately inform us of any fault, damage or shortage. No refunds will be issued for a fault, damage or shortage reported after the function date.
- h. The client must collect and return the goods on the stipulated dates stated on the Invoice by 12:00. If the client does not return the entire order by 12:00 on the specified "Return Date", a reasonable penalty fee will be deducted from the refundable deposit, which will depend on the specific circumstances of the hire and could result in the deduction of the entire refundable deposit should the circumstances of the hire reasonably allow for same.

Witness [ ]

Client [ ]

- i. Function Hire will deliver and collect from one location and the items may not be moved to another location during the hire period [unless by prior arrangement]

## 5. RENTAL PERIOD

- a. **The hiring period is charged for 1 day.** For a weekend this is from a Friday to Monday. This can be extended at an additional hiring cost.
- b. All hire items are only guaranteed for the date of the function. Whilst we will try and accommodate special requests for early collections/deliveries, these dates are subject to change, and alteration and we hereby specifically reserve the right to effect such changes or alterations as needs be.
- c. If the goods are returned late, the client agrees to pay the full daily hire fee for the first additional day, and the full daily charge for each day thereafter until such time as all of the goods are returned.

## 6. CANCELLATION

The cancellation of a booking or the cancellation of part of a booking must be done in writing and acknowledged by Function Hire.

The following cancellation charges will be levied:

30+ days prior to the function date: 25%

30 – 16 days prior to the function date: 50%

15 or less days prior to the function date: 100%

Deposits paid across to Adrian's World Creation t/a Function hire to book the services of any supplier or outside service provider should the client decide to cancel the function is non refundable. Should the client postpone to another date and this is in order with the relevant service providers, the deposit may then be transferred to this relevant date. Any additional fees or expenses incurred will be for the clients account.

## 7. LINEN

- a. All linen must be returned **unwashed. We use a sophisticated laundry and can remove most stains from our cloths so please do not attempt to launder linen yourself.**
- b. Linen must be dry when being returned, and any linen returned to Function Hire in a wet, mildewed, stained, torn or burnt condition will be charged for at a full replacement value.
- c. **Please be careful of the following which will not come out and will be billed for your expense: Paint; oils, grease stains and wax.**

Witness [ ]

Client [ ]

- d. No Sparklers are allowed near any tablecloth(s) or linen item(s). They will burn holes through any linen, resulting in these items having to be replaced.
- e. All cushions must be returned in their plastic bags.

## **8. CUTLERY, CROCKERY AND GLASSWARE**

- a. All cutlery, glassware and crockery items must be returned washed and dried, packed into the correct original containers for collection. **All cutlery and crockery to be easily displayed for counting purposes.**
- b. A wash-up fee will be charged for goods returned unwashed.

## **9. FURNITURE**

- a. Items must be ready for collection in the same place and manner they were delivered ie chairs must be stacked and tables disassembled, if applicable. All equipment to be kept out of the rain and sprinkler systems.
- b. The client will be charged an additional fee for breakdown of items and chairs.
- c. Delivery fee does not include setting up or placing of furniture

## **10. FORCE MAJEURE**

In the event of any delay in performance by either party due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or "Acts of God" beyond the reasonable control of the party to perform, the party so delayed or prevented shall be under no liability for loss or injury suffered by the other party thereby. This includes, but is not limited to Eskom Load shedding and labour issued resulting from strikes

## **11. SEVERABILITY**

If any particular provision and/or term of this Agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of this Agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms.

## **12. WHOLE AGREEMENT**

Witness [ ]

Client [ ]

- a. This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof.
- b. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made upon which any party is relying in concluding this Agreement, save to the extent set out herein.
- c. No variation of, or addition to or agreed cancellation of this Agreement shall be of any force or effect unless it is reduced to writing and signed by the parties.
- d. No relaxation, indulgence or extension of time granted to the client shall be construed as a waiver of the rights of Function Hire, in terms hereof, nor shall it stop us from enforcing strict and punctual compliance with the terms of this Agreement.

**13 .AUTHORITY AND ACCEPTANCE:**

The parties whose signatures are affixed below agree to accept the terms and conditions stated within this Agreement and warrant that the undersigned person/s is/are the authorised person/s.

SIGNED AT .....THIS ..... DAY OF .....20.....

Signature: .....

Full names: .....