



1. Hire of Equipment

KC Hiring CC Trading as Doug's Hiring (the owner) hires to the customer the equipment described as (the equipment) in terms of these general conditions of hire. The parties elect their respective domiciles for the purposes of notice and service of process and proceedings.

2. Deposit and Hire Charges

2.1 The hire charges at the rates and the deposit stated 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 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 prior to the reserved date.

3. Period

3.1 The hire period commences when the equipment is delivered or collected, and, subject to clause 9 ends when the owner accepts return of the equipment.
3.2 The owner shall use reasonable endeavours to ensure that equipment is delivered or available for collection at the agreed time of return, but shall not be liable should the equipment not be delivered or be available at such time. The customer shall be charged additional hire charges at the rates stated until such time as the equipment is either returned or collected by the owner, as the case may be, in addition to a travelling charges at the owner's standard rates should the owner collect the equipment.
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 at the rates stated until such time as the equipment is either returned to or collected by the owner, as the case may be in addition to a travelling charge at the owner's standard rates should the owner collect the equipment.

4. Equipment

4.1 The equipment shall be deemed to be in the quantity and of the description stated and in good order and repair and fit for the purposes for which it is intended when delivered to the customer, unless the customer notifies the owner or its representative forthwith on delivery of any deficiency in quantity 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 time as the equipment is returned to the owner.
5.2 Immediately notify the owner if any of the equipment malfunctions. The owner shall repair or replace the equipment at its cost at the owner's principal place of business, unless the owner in its sole discretion determines that the malfunction is due to improper use of the equipment.
Return the equipment in a clean state and in good order and repair in particular but without limitation.
5.3.1 All equipment, (with the exception of tablecloths, furniture and marquees) must be washed and dried. Any equipment returned unwashed will be charged for at a rate determined by the owner.
5.3.2 Tablecloths must be dried before being returned, in the event that any of the equipment is lost, destroyed or damaged as a result of any 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, if equipment collected or returned shall be final and binding on the customer.

6. Use of Equipment

The customer
6.1 Acknowledges that it is aware of the purpose for which the equipment is intended, and shall only 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's 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 any attorney and own client scale in defending or setting such proceedings.
6.3 Shall have no claim of any nature against the owner for any loss suffered or damages sustained by the customer arising from any cause, including, without limitation, the installation, 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 to the exclusion of all other conditions, whether implied by law or stipulated for by the customer, unless accepted by the owner in writing.'

8. Access

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

9. Breach

Should the customer
9.1 Fail to comply with any obligation imposed on the customer in terms hereof, all of which are deemed to be material, on due date, and persist in such failure for three days after having been given written notice to remedy such default: or
9.2 Commit any act of insolvency, or to 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.
9.3 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 including the right to claim all such consequential and other damages from the customer as the owner may have suffered as a result of the breach by the customer of any of his obligations.
9.4 The owners! Liability to the customer and all persons claiming under him arising from any causes whatsoever including the wilful default or negligence of the owner, its employees or agents, shall be limited to the specific remedies provided for herein.

10. Miscellaneous

10.1 The customer consents to the jurisdiction of the magistrate's court of the district in which the customer's domicilium is situate in respect of any legal proceedings arising out of this agreement.
10.2 The customer will be liable for the owner's costs on any 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 or in 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.