

Office 011 022 9283 / 087 353 1057

Fax 086 548 0143

Email

inform@firstimpressions.co.za

Showroom

31 a 5th Str, Wynberg, Sandton

Postal Address

Suite 13, Private Bag X10002  
Edenvale, 1610

## TERMS AND CONDITIONS - RENTALS

### In this agreement

- FI refers to First Impressions (PTY) Ltd (2009/002209/07)
- “ Furniture” refers to all furniture or items owned or provided (subcontracted) by First Impressions (PTY) Ltd
- Items refer to any item rented to the client which includes, but is not limited to, all and any equipment that is listed on First Impressions (PTY) Ltd general price lists/quotes/confirmations/invoices and that are owned or provided (subcontracted) by First Impressions (PTY) Ltd
- The Client refers to the Company, Individual/s who ordered/requested the use of First Impressions (PTY) Ltd services. **Note:** This does not limit responsibility to only the company, individual/s who placed the order

### Responsibility

- On accepting FI's quote, placing an order with FI and/or signing a FI delivery note, the client agrees to abide by all conditions listed in this agreement
- On accepting FI's quote, placing an order with FI or signing a FI delivery note, the client accepts full and outright liability for any and all damages to any items provided by FI. This is applicable from time of pick up by client or delivery by FI staff until time of return by client or collection by FI staff.
- When the client places an order with FI, whether verbally or in writing, the client acknowledges and accepts that it is the client's responsibility to ensure that the person signing for items listed on FI's documentation is authorised to do so.
- The client accepts full responsibility in the event of theft or damage to any item/s signed for, irrespective of who signed for the item/s
- All items described on the confirmation, invoice or delivery note are the responsibility of the client from time of pick up / delivery until time of return / collection
- The client acknowledges that FI insurance does not cover furniture or items rented by the client, whilst on the client's premises

### Receipt and Return of Items

FI reserves the right to collect FI's furniture or items at FI's discretion or at the date agreed to on the confirmation of order

- The client accepts all items in good condition and agrees to return the items in the same condition
- Any damages or stains should be brought to the attention of a FI staff member immediately and listed on the delivery note or invoice on receipt of item/s by the client



### Receipt and Return of Items continued

- FI reserves the right to charge the client for damages/stains/candle wax to any item/s at the FI replacement cost of the item/s concerned.
- FI reserves the right to charge the client or any theft or loss of an item/s at the FI's replacement cost of the item/s concerned.
- Items not returned at the agreed date will attract an additional daily hire charge based on the applicable rack rate
- In the event FI staff are unable to collect items at the agreed date due to any obstruction whatsoever at the client's venue, or unwillingness of the client, client's employee's, associates, friends or family to allow FI staff access to the marquees and or items concerned, FI reserves the right to charge an additional daily rate, until the marquees and/or items have been collected from the client's premises

### Payment / Rental Charges/Cancellation

- All arrangements must be finalized within 72 hours. We will endeavour to accommodate last-minute amendments where possible, but no guarantees are expressed or implied
- Cancellations of orders must be made in writing. Should this be done within 48 - 72 hours of delivery, the deposit will be forfeited
- In the case of cancellations received less than 48 hours prior to delivery, 100% of the total value of the Invoice will become due and payable
- **(We reserve the right to request full payment for jobs depending on the demand at any given time)**
- In accepting FI's quote, placing an order and/or signing a FI delivery note, the client agrees to pay on receipt for items as listed on the confirmation, invoice and delivery note, unless an alternative arrangement has been made with FI owners/management beforehand
- FI reserves the right to withhold all items in the event of non-payment as per the amount reflected on the confirmation or invoice
- Over and above the rental charge, the client agrees to pay for any damages, loss of items, and for additional rental days in the event items/s are not returned at the agreed date or as per the conditions set out under **"Receipt and Return of Items"**
- The client agrees to pay for any expenses, including and not limited to legal costs incurred by FI as a result of any breach by the client of the terms and conditions as set out in this agreement. Interest on any outstanding amount due to FI will be charged at 2.3 % per month on a compound basis



### First Impressions' Liability

- First Impressions (PTY) Ltd is not liable whatsoever....
  - For any loss or damage to the client's property or 3<sup>rd</sup> Party property caused by FI's permanent or temporary employees, FI owners, FI marquees, FI items owned or provided and FI vehicles
  - For any delay to the client or function (conditions applicable as above) as a result of FI's permanent or temporary employees, FI owners, FI marquees, FI items owned or provided and FI vehicles
  - To refund any monies as a result of any delay or damages as a result of FI's permanent or temporary employees, FI owners, FI marquees, FI items owned or provided and FI vehicles

