

SPECIALIST HIRE

TERMS AND CONDITIONS OF HIRE

Responsibility for hired equipment: Equipment hired shall be at the sole risk of the customer, who shall be responsible for any damage to, or destruction or loss of the hired equipment from whatsoever cause, including vis major causus fortuitus or act of any 3rd party from the time of delivery to the customer until redelivery to the premises of Specialist Hire. **Liability Exclusion:** While all care and precautions have been taken, Specialist Hire do not accept liability for any direct, indirect or consequential loss, injury or damage suffered by The Customer, or any servant, agent, member of The Customer's household or any other person, arising out of any defects, whether patent or latent, in equipment out on hire, or as a result of any action of any employee of Specialist Hire.

Payment Terms: Under no circumstances will goods be released until full payment in cash has been received including hire and transport charges and breakage deposits, unless prior arrangement has been made with management. Where payment is made by transfer, goods will only be released once payment is cleared in our bank account. Where a credit facility has been arranged payment is strictly due 7 days from date of invoice. The Customer agrees to indemnify Specialist Hire for all legal costs and disbursements including attorney and client costs and disbursements, collection commission and tracing agent fees incurred by Specialist Hire and arising out of failure of The Customer to pay timeously his/it's indebtedness, whether past, present or future. The Customer consents to the jurisdiction of any Magistrate Court for the determination of any claim, which may otherwise be beyond the jurisdiction of a Magistrate's Court. Overdue accounts will be revalued to the price ruling on the date payment is made.

Electric gates: It is the sole responsibility of The Customer to ensure that any automatic gate is made safe before allowing any vehicle belonging to Specialist Hire to enter. Under no circumstances will Specialist Hire accept any liability for any damage to electric gates.

Pipes and Cables: It is the sole responsibility of The Customer to ensure that, any underground water pipes, electricity cables and or fibre optic cables are clearly marked. Under no circumstances will Specialist Hire accept any liability for any damage to these services.

Prices: All prices are quoted either in ZWL or USD as indicated on the quote and are subject to change without notice until such time as full payment is received.

Checking of orders: Whilst every effort is made to ensure that orders despatched are correct, all orders should be checked immediately on receipt, and Specialist Hire notified immediately of any discrepancies. Specialist Hire will accept no responsibility for claims lodged after the function has commenced.

Changes to orders. No responsibility will be accepted for changes to orders unless such changes have been agreed in writing by Specialist Hire. No deletion of items will be accepted less than 7 days prior to the date of delivery.

CANCELLATION / CHANGE OF DATE FEES: Where an order is cancelled, or the date of the hire is changed for any reason, deposits paid to confirm a booking are not refundable. In addition a cancellation fee or change of date fee is chargeable as shown below.

Cancellation or change of date 14 to 30 days prior to the quoted day of delivery:	30% of hire charge.
Cancellation or change of date 7 to 14 days prior to the quoted day of delivery:	60% of hire charge
Cancellation / Change of date less than 7 days prior to the quoted day of delivery:	80% of hire charge
Cancellation / Change of date after delivery:	100% of hire and transport

ADDITIONAL CHARGES:

Late return of goods. Unless alternative arrangements have been agreed in writing by Specialist Hire all goods shall be returned by 4.00pm, the first working day following the date of the function as shown on the quotation, or the return date as shown on the delivery note. Any goods returned after this date will be subject to an additional charge equivalent to 20% of the daily rate per day or part thereof that the goods remain unreturned.

Washing charge. All cutlery, crockery, glassware and catering equipment must be washed before return. A charge will be levied equivalent to 25% of the daily hire charge for any goods returned unwashed. Table linen does not need to be washed before return. **Damage to linen.** Wax, mould, mud and certain other stains cannot be removed from linen. Cigarette and candle burns cannot be mended. All linen is sent free of stains and damage and any linen returned damaged in the above way will be charged for at full replacement value.

Breakage and damage charges.

- 1) All breakages/damages will be charged at the full retail price. A copy of these prices is available on request.
- 2) In the event of any item being damaged by rain or water the customer will be responsible for full replacement value of the item as per Specialist Hire's standard charges a copy of which is available on request.

I/WE HAVE RECEIVED THE GOODS OVERLEAF IN GOOD ORDER AND CONDITION. I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF HIRE ABOVE AND AGREE TO BE BOUND BY SAID TERMS AND CONDITIONS AND AGREE TO PAY ANY ADDITIONAL CHARGES ARISING AS A RESULT THEREOF ON DEMAND.

SIGNATURE: _____ **NAME:** _____ **DATE:** _____

DEPOSIT REFUND: US\$ _____ **RECEIVED BY:**

SIGNATURE: _____ **NAME:** _____ **DATE:** _____