

Terms and Conditions of Hire - Audio Visual Solutions t/a Audio Visual Techniques

1. DEFINITIONS "Company" shall mean the supplier, Audio Visual Solutions cc t/a AUDIO VISUAL TECHNIQUES. "Hirer" shall mean the person, firm, company or organisation hiring equipment from Audio Visual Solutions cc t/a AUDIO VISUAL TECHNIQUES. "Equipment" shall include all goods; material or programs as listed and signed for on the Hire Contract form.

2. APPLICATION

2.1 These terms and conditions shall apply to any contract for the hire of any equipment and staging thereof by the company, whether that contract arises out of any offer made by the company and accepted by the hirer, or any offer made by the hirer accepted by the company including any such offer made by the hirer in response to a quotation from the company.

2.2 The company's Standard Conditions of Sale, available upon Request, will also be valid and enforced where applicable.

3. ALTERATIONS No alterations or variations to these terms and conditions shall be of any force and effect unless such variation is reduced to writing and signed by an authorized representative of the company.

4. HIRE RATES

4.1 The hire rates of the equipment will be the company's official price schedule ruling for them at the date which the equipment is collected or installed and are subject to alteration without notice.

4.2 Prices exclude VAT. Hires outside the CBD area will be charged extra, to cover mileage and technician time as appropriated.

4.3 The hirer will collect and return all equipment to the company unless otherwise pre-arranged in writing with the Audio Visual Techniques staff member responsible for arranging the hire.

4.4 Delivery and collection by the company will be for the account of the hirer. If waiting time is incurred during delivery, the hirer extends collection or operation time, this will be charged for at the ruling rates.

4.5 In the event of the hire period being exceeded by the hirer at the conclusion of the contract, normal hire rates will apply for the additional period.

4.6 Hire charges will be calculated in units of one day. One day is defined as any 24 consecutive hours, including the period 08:00 – 20:00.

4.7 No refund can be made for equipment reserved and supplied but not utilised.

4.8 Where the hirer cannot supply an official order or order number when booking equipment advanced, a deposit will be required to validate the booking. The amount required as a deposit would not be less than 33.3% of the total value of the hire contract in question or as arranged.

5 DISCOUNTS

The contract price is strictly net and not subject to any discounts.

6 PAYMENT

Unless other terms have been arranged in writing, the company's terms are strictly cash on collection or delivery only.

7. CANCELLATIONS

Cancellations made within 24 hours of the hire period will be charged at the full rate. Cancellations made within 48 hours of the booking will be charged at half rate. Cancellations made more than 48 hours prior to the hire period will not be charged.

8. FAULTY EQUIPMENT

8.1 Hire equipment delivered and installed by the Company, reported faulty at the time and found to be so, will be repaired or replaced free of charge to the hirer if in the CBD stated in 4.3.

8.2 If any such fault is found during a service call to be due to misuse, faulty videotapes, or equipment being connected incorrectly by the hirer, then such calls will be charged to the hirer at the appropriate rates.

8.3 Equipment collected, and not checked by the hirer upon collection, and found to be faulty when in operation on point of use must be returned to the company by the hirer at the hirer's expense. The Company may, in its sole discretion either replace or repair the faulty equipment or credit the account of the hirer.

8.4 The hirer will be liable for the replacement cost of any spare lamps not returned whether they be used or unused.

9. EXCLUSIONS

9.1 If the equipment or any part of it is to be hired in accordance with any specifications, measurements or other instructions furnished by the hirer, the hirer shall not have any claim of any nature whatever against the company:

9.1.1 for any loss or damages sustained by the hirer as result of any error, discrepancy or defect in those specifications, measurements or other instructions; and

9.1.2 if the equipment in question is not suitable for the purpose for which they are hired, whether those purposes are known to the company or not.

9.2 The company shall be exempted from and shall not be liable under any circumstances whatever for:

9.2.1 any direct or consequential damages of any nature or any loss of profit or special damages of any nature and whether in the contemplation of the parties or not, which the hirer may suffer as a result of any breach by the company of its obligations under the contract; and

9.2.2 any negligence on its part or that of its servant's agents in carrying out its obligations under the contract.

10. LOSS OR DAMAGE

The risk in and to the equipment shall pass to the hirer upon delivery thereof and the hirer will be liable to the Company for any and all losses or damages to the equipment incurred or caused, other than that by a representative of the Company, whether such loss or damage is sustained during the actual period of usage or beyond the original hire contract period. In the event of any equipment

being lost, stolen or damaged beyond economic repair the hirer shall be liable to the Company for the current replacement cost of the equipment so lost, stolen or damaged.

11. INSURANCE COVER

The onus is on the hirer to secure insurance cover, at least equal to the value of the normal selling price of the goods hired, to protect the company against loss or theft. Should the hirer elect not to insure the goods, the hirer will assume full responsibility for replacing any goods irreparably damaged, lost or stolen.

12. GENERAL

12.1 In the event of the hirer failing to pay any amount due to the Company on due date then and in that event:

12.11 The hirer shall be liable to the Company for interest on any overdue amounts at the rate of 5% above the prime overdraft rate charged by the Company's Bankers.

12.12 The Company shall be entitled to immediately proceed with the institution of legal proceedings against the hirer and the hirer will be liable for all legal costs incurred by the Company on the scale as between Attorney and own client inclusive of any tracing agents fees and collection commission on any installments paid.

12.2 The hirer hereby elects the address reflected on the hire agreement as site address as its domicilium citandi et executandi for the purposes of any notices or legal processes.

12.3 In the event of the Company instituting any legal action against the hirer the hirer hereby consents in terms of the Magistrate's Court Act to such proceedings being instituted at the election of the Company, out of the Magistrates Court.

12.4 Any indulgence forbearance or extension of time granted by the Company to the hirer shall not be construed as a waiver or abandonment of any of the Company's rights in terms hereof and shall at all times be without prejudice to such rights.

12.5 In the event of any of the terms contained herein being found to be invalid, unlawful or unenforceable, such terms will be severable from the remainder which will continue to be valid and enforceable.

13 INTERPRETATION

The headings in these conditions are for convenience only and are not to be taken into account for the purpose of interpreting the contract.

14 INDEMNITY

The hirer indemnifies and undertakes to hold the company harmless against any claim which may be made against the company arising from the hire of the company's equipment including, but not limited to, any claim arising from the failure by the hirer to delete or remove any software program or information loaded on to such company equipment, by the hirer, during the hire period.