

ANNIE'S WARDROBE cc
GENERAL CONDITIONS OF HIRE
INTERPRETATION

- In this agreement, unless the context otherwise indicates:
 - "The owner" means Annie's Wardrobe cc- RegNo:CK2004/096598/2, which specializes predominantly, but not exclusively, in the hiring out of clothing, costumes, costume accessories, foot ware and ancillary equipment;
 - "Customer" means the person or party, as listed overleaf, who hires "goods" from the "owner";
 - "Goods" means the hired items as described overleaf;
 - "Wardrobe person" means the person who, by accepting delivery of the "goods", confirms that he or she is legally entitled to contract on behalf of "the customer";
 - It must be noted that "the customer" and "wardrobe person" may or may not be the same person or entity, and that the wardrobe person legally contracts on behalf of the customer, if not the same;
1. HIRE OF GOODS
 - 1.1 The owner hires to the customer goods as described in terms of these 'General Conditions of Hire'.
 2. DEPOSITS AND HIRE CHARGES
 - 2.1 The customer shall pay the owner the deposit stated overleaf, if so required by the owner, which shall be refunded by the owner within three (3) working days of the return of goods, less all amounts due.
 - 2.2 The hire charge, at the rates stated overleaf are payable in advance unless otherwise agreed, all accounts will be successfully settled in total within three (3) days of invoice.
 - 2.3 All overdue amounts shall bear interest at the current prime overdraft rate from time to time.

The customer shall be deemed to have accepted the correctness of any account addressed to him, unless the owner is notified in writing of any queries or discrepancies within one (1) day of date of such invoice.
 3. PERIOD
 - 3.1 The initial hire period will be seven (7) calendar days, unless otherwise agreed and the due return date is stated overleaf.
 - 3.2 The hire period shall commence when the customer and- or wardrobe person takes delivery of the goods, subject to 6.3 and 9, and shall end when the owner accepts return of the goods.
 - 3.3 The customer must take notice of the owner's business hours and schedule the return of goods timeously.
 4. ADDITIONAL CHARGES
 - 4.1 The additional charges payable by the customer for the use of the goods shall include, but are not limited to, late return, damage, unreasonably dirty or destroyed goods and any costs or taxes to be incurred by the owner as a result of the use of the goods by the customer.
 - 4.2 All additional charges payable by the customer shall be payable in cash or by means of debit- or credit card or EFT on termination of the rental period, unless and which the owner shall be entitled to do, owner requires all or any of the anticipated additional charges to be prepaid in advance by way of a deposit.
 - 4.3 The additional charges shall be determined in the sole reasonable discretion of the owner and the customer shall be liable for all such additional charges.
 - 4.4 The owner may, at his sole discretion, ask that a credit card consent form be signed by the customer in lieu of a deposit and that any monies due to him, for whatsoever reason, be debited against the credit card in question.
 - 4.5 If the owner has agreed to accept payment from the customer by credit- or debit card, the customer or wardrobe person's signature on this agreement shall constitute authority for the issuer of the card to debit the card holder with the total amount due for the additional charges or any other amounts due in terms of this agreement.
 5. GOODS IN GOOD ORDER AND REPAIR
 - 5.1 The goods shall be deemed to be in good order and fit for the intended purpose when delivered to the customer, unless the customer notifies the owner of any defects immediately on taking delivery.

Any such defects must be noted on the delivery note prior to the customer taking delivery of the goods.
 6. LOSS AND MAINTENANCE
 - 6.1 The customer shall at his own cost, maintain the goods in good order and repair to the standards required by the owner until the goods are returned to the owner.
 - 6.2 The customer shall return the goods in good order and repair. It must be noted that the owner will charge a standard cleaning fee of ten percent (10%) on the rental of any item over the entire hire period of any item and will never be less than 10%. It is not expected of the customer to wash or dry clean any item.
 - 6.3 In the event that the goods are lost, destroyed or damaged as a result of any cause prior to the return thereof, the customer shall be liable to make good the replacement cost plus twenty percent (20%) of the replacement value as noted on the delivery note.
 - 6.4 It must be noted that under no circumstance will the owner waive its right to charge for the extended hire of goods until the goods have been returned, or in the event of any losses or damages, the owner has been duly compensated and no dispute exists.
 7. USE OF GOODS
 - 7.1 The customer shall use the goods at its own risk, and indemnifies the owner against any claim of any nature brought against it by the customer's employees, agent or representatives of third parties arising out of the use of the goods while under control of the customer in terms hereof and all costs and expenses incurred by the owner in defending the settling of such proceedings. The customer shall have no claim of any nature against the owner for any loss suffered, or damages sustained, or compensation sought by any other party, by the customer arising from any cause, including, without limitation, the use of the goods, its logos and- or trademarks and any provisions hereof.
 8. NO WARRANTIES
 - 8.1 The owner does not furnish any warranties nor make any representations other than those contained herein and no warranties or representations shall be binding on the owner unless such warranties or representations are reduced to writing and signed by a duly authorized representative of the owner. The owner does not undertake to furnish the customer with any advice, but should it do so, it does not warrant the correctness thereof.
 - 8.2 The goods are not covered by the owner's insurance after delivery to the customer against any loss and- or damage, such insurance is the sole responsibility of the customer.
 9. BREACH
 - 9.1 Should the customer:
 - 9.1.1 fail to comply with any obligation imposed by the owner in terms hereof, all of which are deemed to be material, on due date, and persist in such failure for three (3) days after having been given written notice to remedy such default; or
 - 9.1.2 Commit an act of insolvency or 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 any premises of the customer and retake possession of the goods.
 - 9.2 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 against the customer, including consequential damages.
 - 9.3 The owner's liability to the customer and all persons claiming under him from any cause whatsoever, including negligence of the owner, his employees or agents, shall be limited to the specific remedies provided for herein.
 - 9.4 The customer consents to the jurisdiction of the Magistrates Court of the district in which the customer address shown overleaf is situated in respect of any legal proceedings arising out of this agreement. The parties elect their respective domicilia citandi et executandi at the address shown overleaf for service of process or for the purpose of giving notice.
 - 9.5 The customer shall be liable for the owner's cost on an attorney client scale in the event of the owner instituting legal proceedings against the customer arising out of the provisions of this 'General Conditions of Hire' or arising out of the customer's use or possession of the goods.
 - 9.6 The customer or wardrobe person signing overleaf for the delivery of the goods warrants that he/she is duly employed by the customer in question and has the authority to contract on its behalf.
 - 9.7 The 'General Conditions of Hire' as described herein is the full agreement between the parties.