

# E by A

EXCEEDING YOUR EXPECTATIONS  
conferences, events, functions & weddings

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Visit Our Showroom

Unit 50, Campsdrift Park, 3 Barnsley Road  
Next to Makro, Opposite Mango Furniture  
Pietermaritzburg, 3200

GPS Co-Ordinates  
S29°37'517" E30°22'901"

## TERMS AND CONDITIONS

<p><b>1. DEFINITIONS:</b></p> <p>1.1 <b>"Damaged"</b> – Décor shall be considered damaged if destroyed, broken, chipped, burnt, discoloured, stained, bent, stretched, torn and/or otherwise returned by the Hirer to EbyA in a condition different from that in which it left EbyA's premises;</p> <p>1.2 <b>"Days"</b> – shall be regarded as business days, excluding public holidays, Saturdays and Sundays;</p> <p>1.3 <b>"Décor"</b> – shall include but shall not be limited to, any item/s and/or good/s provided by EbyA to the Hirer, including but not limited to tables, chairs, cutlery, glassware, linen, draping, marques &amp; Decorative items;</p> <p>1.4 <b>"Domicilium citandi et executandi"</b> – means the address the Hirer specifies in this agreement as his/her/its address;</p> <p>1.5 <b>"Deposit-to-confirm"</b> – as stipulated on quote / pro forma invoice issued by EbyA from time to time. This is a non-refundable deposit;</p> <p>1.6 <b>"Dry-Hiring"</b> – Décor that is hired by the Hirer, on the basis that the Hirer collects and returns such items to EbyA and does not use EbyA's delivery, set-up and collection services, shall be considered as Dry-Hiring;</p> <p>1.7 <b>"EbyA"</b> – is the company known as Events by Anne (Pty) Ltd with registration number 2012/174349/07;</p> <p>1.8 <b>"EFT"</b> – electronic funds transfer;</p> <p>1.9 <b>"Event/s"</b> – shall be considered as the wedding, party, conference, meeting or other gathering for which purpose the Hirer hires décor from EbyA;</p> <p>1.10 <b>"Hirer"</b> – is the person, whether natural, juristic or otherwise, that hires the Décor from EbyA;</p> <p>1.11 <b>"Hire-period"</b> – shall be considered as the date/s which the Décor is required for the event/s. The period commences the moment that the décor leaves the EbyA premises and concludes once the décor is returned to the EbyA premises;</p> <p>1.12 <b>"Overtime fees"</b> – shall be considered additional costs incurred by EbyA during Décor set-up or breakdown / collections;</p> <p>1.13 <b>"Refundable Security Deposit"</b> – as stipulated on the quote / pro forma invoice;</p> <p>1.14 <b>"Schedule"</b> – is the list of décor items the Hirer hires from EbyA as annexed to pro-forma invoice;</p> <p>1.15 <b>"Working Hours"</b> – between 08h00 to 16h30, Monday to Friday, excluding public holidays, Sat &amp; Sun.</p> <p><b>2. THE AGREEMENT TO HIRE DÉCOR</b></p> <p>2.1 The Hirer hires Décor from EbyA, from time to time, on the terms and conditions listed herein;</p> <p>2.2 These terms and conditions bind the Hirer to any and all future transactions between the Hirer and EbyA in respect of Décor hired from EbyA;</p> <p>2.3 The Hirer understands and consents to his/her/its personal information being captured &amp; stored by EbyA.</p> <p><b>15. DEPOSIT-TO-CONFIRM</b></p> <p>3.1 Décor will only be confirmed for the event date/s, once the deposit-to-confirm is paid in cash, alternatively if paid via EFT, once such reflects in EbyA's banking account;</p> <p>3.2 This is a non-refundable deposit.</p> <p><b>16. REFUNDABLE SECURITY DEPOSIT</b></p> <p>4.1 The refundable security deposit will be refunded within seven (7) days upon return of all Décor to EbyA in the same condition as that in which the hired from EbyA;</p> <p>4.2 If Décor is damaged, lost or misplaced, the replacement cost will be deducted from the refundable security deposit and the balance, if any, will be refunded to the Hirer. The Hirer may be held responsible for any shortfall.</p>	<p><b>7. DELIVERY/SET-UP/COLLECTIONS</b></p> <p>5.1 The standard agreement between the Hirer and EbyA is that EbyA will deliver, set-up and collect all Décor items that appear on the schedule, to/from the event address, or as otherwise agreed and reduced to writing;</p> <p>5.2 Delivery costs will appear on the pro-forma account;</p> <p>5.3 EbyA will not set up Décor before, during or after the event/s that does not appear on the schedule, alternatively that was not supplied by EbyA;</p> <p>5.4 Overtime fees may apply to delivery/set-up or collections which occur after hours or during weekends or public holidays.</p> <p><b>8. DIFFICULT SITES</b></p> <p>Sites that are difficult to access and that may require Décor to be delivered upstairs or more than 20 meters from EbyA's parked vehicle will attract an additional charge of 10 % of the invoiced amount.</p> <p><b>9. LATE/NON-DELIVERY</b></p> <p>7.1 The Hirer, his/her/its representatives or any other party, shall not have any claim or right of action whatsoever arising from the late or non-delivery of Décor against EbyA;</p> <p>7.2 EbyA will in any event endeavour as best that it can, to ensure that Décor hired from EbyA is delivered faithfully provided that Hirer has complied with EbyA's Terms and Conditions.</p> <p><b>10. DRY-HIRING</b></p> <p>8.1 The Hirer may choose to collect, set up and return all Décor items that appear on the schedule to/from EbyA, at the Hirer's own expense;</p> <p>8.2 Décor collected and/or delivered to/from EbyA, must be done so during working hours;</p> <p>8.3 Should the Hirer wish to collect or deliver Décor after working hours, this will attract an additional 10 % charge (of total invoice amount).</p> <p><b>11. LIABILITY FOR HIRED GOODS</b></p> <p>The Hirer shall be solely responsible for the hired Décor as soon as the Décor has been delivered and/or set up, alternatively collected by the Hirer and the hire period shall continue until the Décor is returned to the EbyA office.</p> <p><b>12. DÉCOR</b></p> <p>10.1 Décor must be checked against the schedule by the Hirer before as well as during loading and prior to leaving EbyA's premises;</p> <p>10.2 No responsibility will be taken by EbyA for any breakages or irregularities regarding quantities once the Décor has left EbyA's premises;</p> <p>10.3 During the hire period the Hirer shall be held solely responsible for any and all loss of or damage to hired Décor.</p> <p><b>13. LINEN</b></p> <p>11.1 Linen must be returned dry and unwashed;</p> <p>11.2 Linen damaged by candle wax, burns, mildew or any substance stains will be considered damaged and the replacement value thereof will be deducted from the security deposit.</p> <p><b>14. DRAPING</b></p> <p>12.2 The Hirer's shall be responsible for requesting a Fire Retardant Certificate for draping hired by EbyA within seven (7) days of the event, which EbyA can arrange at an additional cost, should this be required;</p> <p>12.3 EbyA does not warrant that draping hired from it will not catch fire and cause damage to property or persons;</p>	<p>12.1 The Hirer indemnifies EbyA and its representatives/employees against any and all liability for any and all damage/injury that may arise from draping hired from EbyA.</p> <p><b>3. MARQUEES</b></p> <p>13.1 No fires may be lit in or near the marquee;</p> <p>13.2 Any damage to the marquee will be for the hirer's account;</p> <p>13.3 The hirer indemnifies EbyA and its representatives/employees against any and all liability for any and all damage/injury that may arise from the use of EbyA's marquees;</p> <p>13.4 Any theft of marquee components will be for the Hirer's account;</p> <p>13.5 Walls must be installed and should remain on especially in windy weather. They may be removed in good weather at the Hirer's own risk;</p> <p>13.6 All marquee quotes are subject to a site visit for suitability of ground space and access;</p> <p>13.7 Should a structural engineer certificate be required, it will be issued once the marquee is erected so as to comply with the legal requirements for the erection of such structures.</p> <p><b>4. LATE RETURNS</b></p> <p>14.1 Décor must be returned by no later than 12H00 noon on the day after the event;</p> <p>14.2 In the case of an event being held on a Saturday or Sunday, Décor must be returned on the following business day before 12H00 noon;</p> <p>14.3 The Refundable Security Deposit may be forfeited if the Décor is not returned as specified above (as an agreed penalty).</p> <p><b>5. FINAL CHANGES</b></p> <p>15.1 Final changes to the order will be not be accepted later than seven (7) days prior to the event date;</p> <p>15.2 All changes must be requested in writing and are subject to EbyA acceptance.</p> <p><b>6. PAYMENT</b></p> <p>16.1 Payment of all amounts due to EbyA are to be paid either in cash, alternatively into EbyA's banking account;</p> <p>16.2 Payment of all amounts due to EbyA must be made no later than seven (7) days before the date of the event unless otherwise agreed to with EbyA and reduced to writing.</p> <p><b>17. OWNERSHIP</b></p> <p>All goods, décor, draping and marquees remain the property of EbyA.</p> <p><b>18. BREACH</b></p> <p>18.1 Should the Hirer breach any of the above terms and conditions as set out above and fail to remedy such breach within seven (7) days written notice to him/her/it to remedy the breach, then EbyA is entitled to claim specific performance, alternatively cancel this agreement and either claim its property alternatively the replacement value thereof;</p> <p>18.2 The Hirer accepts that in the event that EbyA instructs an attorney to assist in the enforcement of a claim it may have against the hirer, the hirer may be held liable for costs on the scale as between attorney and client;</p> <p>18.3 The Hirer consents to the Jurisdiction of the Magistrate's Court, in the event that EbyA institutes legal proceedings against him/her/it.</p> <p><b>19. ACKNOWLEDGMENT</b></p> <p>I/We the undersigned Hirer have read the TERMS and CONDITIONS as set out above and understand the nature and contents thereof.</p>
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<p><b>FULL NAME OF HIRER:</b> Contact Number:</p>	<p>X SIGN Here</p>	<p><b>DATE:</b></p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y	<p><b>PLACE OF SIGNATURE:</b> <b>Pietermaritzburg</b></p>
D	D	M	M	Y	Y	Y	Y				
<p><b>DOMICILLIUM CITANDI ET EXECUTANDI:</b> <b>(ADDRESS OF HIRER)</b></p>											