



TERMS AND CONDITIONS OF HIRE OF SOUND STYLISTS (PROPRIETARY) LIMITED

REGISTRATION NUMBER: 2005/009977/07

THE HIRER'S ATTENTION IS SPECIFICALLY DIRECTED TO THE FOLLOWING CLAUSES IN THESE TERMS AND CONDITIONS: CLAUSES 4.1 AND 8.3 IN TERMS OF WHICH THE HIRER ACCEPTS THE RISK OF EQUIPMENT HIRED, CLAUSE 11 WHICH RECORDS THE LIMITS OF SOUND STYLISTS' LIABILITY TO THE HIRER AND CLAUSES 16.3 AND 16.5 CONCERNING WARRANTIES BY THE HIRER.

1. DEFINITIONS

For the purposes of these terms and conditions, the following words shall have the following meaning assigned to them unless the context indicates otherwise:

- 1.1 "The Act" shall mean the Consumer Protection Act 68 of 2008;
- 1.2 "Delivery Note" shall mean the Equipment list provided by Sound Stylists to the Hirer on or before collection or delivery of the Equipment;
- 1.3 "Dry Hire" shall mean the Services excluding the provision of any crewing, namely, the delivery, set-up, operation and/or removal of the Equipment by Sound Stylists;
- 1.4 "Equipment" shall mean the sound equipment, the staging equipment, the audio visual equipment, the lighting equipment and any and all ancillary equipment hired by the Hirer;
- 1.5 "Hire" shall mean the renting of Equipment by a Hirer from Sound Stylists;
- 1.6 "Hirer" shall mean the person, juristic or natural, contracting with Sound Stylists;
- 1.7 "Services" shall mean the Hire of Equipment and the provision of a sound crew as well as, where applicable, the delivery, set-up, operation and removal of the Equipment by Sound Stylists. Services shall include any other services specifically agreed to by Sound Stylists and the Hirer in writing; and
- 1.8 "Sound Stylists" shall mean Sound Stylists (Pty) Limited, a company registered in accordance with the laws of South Africa under registration number 2005/009977/07.

2. ACCEPTANCE

- 2.1 Sound Stylists agrees to supply the Hirer with the Equipment and the Services on the terms and conditions set out herein unless varied in writing and signed by a duly authorised representative of Sound Stylists.
- 2.2 Where Sound Stylists is unable to supply the Equipment specified in the Delivery Note or quotation, Sound Stylists will provide the Hirer with alternative comparable Equipment capable of satisfying the Hirer's request as recorded in the quotation.

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3. HIRE CHARGES AND PAYMENT

- 3.1 Subject to the Act, the Equipment and Services shall be supplied at the prices specified in a quotation issued by Sound Stylists to the Hirer.
- 3.2 The period during which Hire charges shall apply shall be the period stated in the Delivery Note.
- 3.3 All Hire charges and charges for Services which are due to Sound Stylists shall be paid in full prior to the supply of the Equipment and the Services unless otherwise agreed in writing by Sound Stylists and the Hirer.
- 3.4 Payment is regarded as having been made only when the Hire charges and/or any other amounts due to Sound Stylists are reflected and cleared in Sound Stylists' account.
- 3.5 Sound Stylists shall be entitled to charge interest on all late payments.

4. DELIVERY, COLLECTION AND RISK

- 4.1 In cases of Dry Hire, all risk of loss, damage or destruction of the Equipment shall pass to the Hirer upon collection of the Equipment from Sound Stylists. In all other cases risk of loss, damage or destruction of the Equipment shall pass to the Hirer upon delivery.
- 4.2 Where the Services to be provided by Sound Stylists do not include the operation of the Equipment by Sound Stylists, Sound Stylists will, if required, demonstrate the manner of assembly and operation of the Equipment to the person collecting the Equipment or taking delivery of the Equipment, as the case may be. If any further instruction, assistance or guidance is required by the Hirer in regard to the assembly and operation of the Equipment, Sound Stylists reserves the right to charge a fee for the provision of such assistance, advice or guidance.
- 4.3 Prior to collection or delivery of the Equipment, Sound Stylists will test the Equipment to confirm that it is in good working order and condition. The Hirer may, at its election and request, arrange for a representative to be present at the date and time of such testing.
- 4.4 Sound Stylists shall be entitled to search any vehicles used by the Hirer for collecting the Equipment before they enter or leave Sound Stylists' premises, and in addition, Sound Stylists shall be entitled to search any of the Hirer's personnel or any sub-contractor, representative or agent of the Hirer while on the premises. The Hirer undertakes to inform its personnel, subcontractors, representatives or agents of this clause.
- 4.5 In cases of Dry Hire, Sound Stylists reserves the right to inspect any vehicles which will be used for transporting the Equipment. Where such vehicles do not permit the transport of the Equipment in the protective racks in which that Equipment is supplied, or where the means of transport is reasonably likely to result in harm or damage to the Equipment, Sound Stylists reserves the right to withhold the Equipment from the Hirer, without penalty or liability and without limiting Sound Stylists' right to recover from the Hirer the full payment as set out in the quotation, until such time as alternative transport arrangements to the reasonable satisfaction of Sound Stylists are made.
- 4.6 Any Services which Sound Stylists is called upon by Hirer to provide and which are not listed in the Delivery Note may, at Sound Stylists election, incur additional costs. In such cases Sound Stylists will be entitled to charge the Hirer for such Services at a price to be agreed

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between the parties, alternatively at Sound Stylists' usual price for such Equipment and Services.

4.7 The Hirer shall not remove the Equipment from South Africa without Sound Stylists' prior written consent.

4.8 The Hirer will notify Sound Stylists as soon as reasonably possible in the event of any loss of possession or control of Equipment by the Hirer and in the event of any judicial attachment of any Equipment.

5. SUB-CONTRACTORS

Sound Stylists shall in its sole discretion and without the consent of the Hirer be entitled to employ sub-contractors to carry out any of Sound Stylists' obligations in terms of these terms and conditions.

6. MAINTENANCE OF EQUIPMENT

6.1 The Hirer shall:

6.1.1 keep and maintain the Equipment in good order and repair at all times;

6.1.2 not use the Equipment for any purpose other than that for which it was designed to be used and hired; and

6.1.3 shall not alter or in any way tamper with the Equipment and shall only allow authorised representatives of Sound Stylists to repair, disassemble or modify the Equipment.

6.2 No person shall remove any Equipment from its designated protective rack without the prior agreement of Sound Stylists.

7. VENUE WHERE THE EQUIPMENT IS HELD

7.1 The Hirer shall inform Sound Stylists of the address of the premises where Equipment is to be used or held and, on request, shall provide Sound Stylists with the name and contact details of the owner of the premises.

7.2 Sound Stylists has the right to inform the owner of any such premises that Equipment held on the premises is owned by Sound Stylists and is not the property of the Hirer and Sound Stylists reserves the right to obtain a written acknowledgement from the owner of premises to this effect.

8. THEFT OF OR DAMAGE TO THE EQUIPMENT

8.1 The Hirer shall notify Sound Stylists as soon as reasonably possible of any loss of, damage to, theft of, failure in or other such harm to the Equipment.

8.2 Should the Equipment be lost, stolen or damaged in any way Sound Stylists shall be entitled, without prejudice to any other rights, to terminate this agreement.

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- 8.3 The Hirer shall be responsible for any damage, harm, loss of, theft of or destruction of the Equipment during the period of Hire.
- 8.4 The Hirer shall not be responsible for any damage, harm, loss of, theft of or destruction of the Equipment during the periods of time during the period of Hire when the Equipment is under Sound Stylists control or possession unless such damage, harm, loss of, theft of or destruction of the Equipment is caused by maliciousness or negligence on the part of any artist public and/or the Hirer.
- 8.5 In the event that the Hirer identifies any damages or faults on the Equipment after delivery by Sound Stylists or collection from Sound Stylists, the Hirer will notify Sound Stylists of such damage or fault immediately and shall not use the Equipment until given permission to do so.

9. **CESSION AND ASSIGNMENT**

- 9.1 The Equipment is the property of Sound Stylists. The Hirer has no right, title or interest in the Equipment except that it is Hired to the Hirer.
- 9.2 The Hirer shall not cede, assign, make over or alienate its obligations or any of its rights granted herein without the prior consent of Sound Stylists, which consent shall not be unreasonably withheld.
- 9.3 The Hirer shall not sub-let or surrender the Equipment to any third party in any manner.

10. **ACCESS TO EQUIPMENT**

- 10.1 Sound Stylists reserves the right of access to the Equipment at all reasonable times for the duration of this agreement, either personally or through its appointed agents or representatives, for the purpose of inspecting or repairing or replacing any part or parts of the Equipment.
- 10.2 Should the Equipment be located on premises which are not owned by Sound Stylists, the Hirer undertakes to do all such things as may be necessary to enable Sound Stylists to obtain access to the Equipment.

11. **EXCLUSION OF LIABILITY**

- 11.1 In no event shall Sound Stylists be liable for any loss, damage or injury which may be sustained by the Hirer or any third party for any reason whatsoever and howsoever caused. In particular, Sound Stylists shall not be liable for damages arising from:
- 11.1.1 failure to deliver Equipment timeously in circumstances where such failure arises from factors beyond Sound Stylists' control and where Sound Stylists has taken reasonable steps to inform the Hirer of the failure as soon as reasonably possible in the circumstances;
- 11.1.2 electrical failure of the Equipment;
- 11.1.3 lack of an electrical power source at the premises where the Services or the Equipment are employed;



- 11.1.4 incompatibility of the Equipment with any third-party equipment or systems where compatibility was not specifically required by the Hirer and communicated to Sound Stylists;
- 11.1.5 damage to the Equipment caused by the performing artist, members of the public, the Hirer, any sub-contractor of the Hirer and other persons not in the employ of Sound Stylists;
- 11.1.6 confiscation of the Equipment by or delays in the performance of Services caused by government officials including police officers, customs officials and immigration officials;
- 11.1.7 the inability of Sound Stylists or their sub-contractors to gain timeous entry into the premises where the Equipment is to be delivered or the Services provided;
- 11.1.8 Sound Stylists' inability to perform under these terms and conditions due to contingencies beyond its control, including but not limited to acts of God, flood, wars, civil unrest, sabotage, hijackings, labour disputes or strikes or shortages, government laws, ordinances, rules and regulations and accidents of any kind; or
- 11.1.9 damage or injury, whether direct or indirect, of whatsoever nature to either person or property resulting from the use of the Equipment.
- 11.2 Sound Stylists may, in its sole and absolute discretion, terminate the Hire and Services on written notice to the Hirer on the happening of any of the events in clause 11.1.
- 11.3 Without seeking to limit the ambit of the Act, the Hirer hereby holds harmless and indemnifies Sound Stylists from all liabilities, costs and damages caused by or arising from Sound Stylists carrying out any of its obligations in terms of this agreement.
- 11.4 The liability of each of the Parties for damages suffered by any other party to these terms and conditions as a result of a breach of any of the provisions of these terms and conditions, shall be limited to direct damages only, and shall exclude any liability for indirect or consequential losses.

12. LEGISLATION AND REGULATION

- 12.1 The Hirer shall, in the utilisation of the Equipment in South Africa, conform with all legislation in force in South Africa and, where using Equipment outside of South Africa, shall conform with all applicable legislation of the country in which the Equipment is being used.
- 12.2 Sound Stylists shall not be liable for the Hirer's failure to comply with relevant legislation.

13. BREACH

Where any payments owing by the Hirer to Sound Stylists are not received on or before the due date for payment, or where any other term of these terms and conditions is breached by the Hirer, and such breach is not remedied within three business days of receipt by the Hirer of written notice to do so, then, in addition to any other rights it may have in law, Sound Stylists shall be entitled to cancel

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the Services and claim from the Hirer any damages or payments that may be due to it. All Equipment owned by Sound Stylists shall be returned to Sound Stylists on demand.

14. LEGAL COSTS AND JURISDICTION

- 14.1 The Hirer agrees that it shall be liable for all legal costs incurred by Sound Stylists, on the attorney and client scale, including collection commission and other charges, and any other damages suffered by Sound Stylists as a result of the breach by the Hirer of any of these terms and conditions.
- 14.2 Sound Stylists shall be entitled in its sole discretion, to institute legal proceedings against the Hirer arising from these terms and conditions at any Magistrate's Court having jurisdiction, notwithstanding that the value of the claim in dispute may exceed the jurisdiction of the Magistrate's Court.

15. CANCELLATION

- 15.1 Sound Stylists may cancel the contract or any uncompleted part of it if the Hirer:
- 15.1.1 commits a breach of any of the terms or conditions of the contract; or
 - 15.1.2 being an individual, dies or is provisionally or finally sequestered or surrenders his estate; or
 - 15.1.3 being a partnership, the partnership is terminated; or
 - 15.1.4 being a company, is placed under a provisional or final order of liquidation or judicial management; or
 - 15.1.5 compromises or attempts to compromise generally with any of the Hirer's creditors or
 - 15.1.6 is left with no remedy consequent upon its contract with a third party being cancelled beyond its control.
- 15.2 Sound Stylists' rights in terms of 15.1 shall not be exhaustive and shall be in addition to its common law rights.
- 15.3 Failure by the Hirer to take delivery or collection of the Equipment or Services at the agreed time or at the agreed place will not relieve the Hirer of its obligations to Sound Stylists in terms of this agreement.

16. GENERAL

- 16.1 No relaxation which Sound Stylists may give at any time whatsoever in regard to the carrying out of any of the Hirer's obligations in terms of these terms and conditions, shall prejudice any of Sound Stylists' rights, or be regarded as a waiver of any of Sound Stylists' rights in terms of these terms and conditions nor shall it constitute a novation.
- 16.2 These terms and conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

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