



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

REGISTRATION NUMBER: 2005/009977/07

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 “Act” shall mean the Consumer Protection Act No. 68 of 2008;
- 1.2 “Delivery Note” shall mean Sound Stylists’ delivery note to be signed by the Purchaser or its authorised representative on collection or delivery of the Equipment;
- 1.3 “Equipment” shall mean the sound equipment, audio visual equipment, lighting equipment and any ancillary equipment listed in the quotation issued by Sound Stylists to the Purchaser;
- 1.4 “Purchaser” shall mean the person, juristic or natural, contracting with Sound Stylists;
- 1.5 “Sound Stylists” shall mean Sound Stylists (Proprietary) Limited, a company registered in accordance with the laws of South Africa under registration number 2005/009977/07;
- 1.6 “Terms and Conditions” shall mean these terms and conditions of sale; and
- 1.7 “Quotation” shall mean the written quotation issued by Sound Stylists to the Purchaser.

2. ORDERS

- 2.1 All orders and variations to such orders must be addressed to Sound Stylists in writing.
- 2.2 All orders and variations to orders will be binding, subject to these Terms and Conditions and may not be cancelled without Sound Stylists’ written consent, which consent shall be deemed to have been granted where the Purchaser has a right in terms of the Act to cancel an advance order. Subject to clause 7, a reasonable cancellation penalty may be imposed by Sound Stylists for cancelled orders.
- 2.3 Should the Purchaser purport to attach any terms and conditions which vary, amend or are in conflict with these Terms and Conditions, then notwithstanding anything to the contrary stipulated by the Purchaser, these Terms and Conditions shall prevail and be of full force and effect.
- 2.4 Sound Stylists will issue the Purchaser with a Quotation based on the Purchaser’s written order.

▶▶▶ Sound Stylists - Johannesburg

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Registration Number: 2005/009977/07 VAT Number: 4540103530 www.soundstylists.com ◀◀◀



3. PRICES AND QUOTATIONS

- 3.1 The purchase price of the Equipment shall be the price stipulated in the Quotation, which Quotation has been accepted by the Purchaser in writing ("the Purchase Price").
- 3.2 The Purchaser must provide Sound Stylists with written acceptance of the Quotation.
- 3.3 The Quotation is valid for a period of 7 (seven) business days from the date of the Quotation.
- 3.4 All Quotations are based on the Rand/Dollar, Rand/Pound or Rand/Euro exchange rate as at the date of the Quotation, as the case may be.
- 3.5 Without derogating from the Act, a Quotation may be changed by Sound Stylists and the most recent quotation provided to the Hirer by Sound Stylists will be deemed to be the Quotation.
- 3.6 The Equipment will be reserved for the Purchaser when the deposit paid by the Purchaser is reflected and cleared in Sound Stylists' bank account.

4. PAYMENT

- 4.1 The Purchaser agrees to pay Sound Stylists the Purchase Price.
- 4.2 Payment terms are strictly cash on collection or payment before delivery of the Equipment.
- 4.3 In the event that the Purchaser fails to make payment of the Purchase Price timeously, Sound Stylists may, in addition to any other rights it may have in law, elect to cancel these Terms and Conditions, and claim from the Purchaser any damages or payments that may be due to it. The Purchaser shall return any Equipment on demand.
- 4.4 Sound Stylists may agree, in writing, to a discount on the price stipulated in the Quotation. Should Sound Stylists agree to any discount, it shall be a condition of such discount that the discount will be automatically cancelled if payment is not made on the due date.
- 4.5 Payment is regarded as having been made only when the Purchase Price and/or any other amounts due to Sound Stylists are reflected and cleared in Sound Stylists' account.
- 4.6 Sound Stylists shall be entitled to charge interest on all late payments.

5. DELIVERY AND COLLECTION

- 5.1 Without derogating from the Act, signature of the Delivery Note by the Purchaser or its authorised representative, shall be confirmation that:
 - 5.1.1 the Equipment was inspected upon delivery or collection, as the case may be;



5.1.2 the Purchaser is satisfied and confirms that the Equipment delivered duly represents, in quantity and quality, the Equipment ordered by the Purchaser at the Purchase Price accepted by the Purchaser; and

5.1.3 the Purchaser is satisfied that the Equipment is free from any defects.

5.2 In the event that the Purchaser collects the Equipment, the Purchaser is responsible for ensuring that the correct method of transportation is utilised. Sound Stylists will not be liable for any damage caused to the Equipment as a result of the Purchaser's failure to transport the Equipment correctly.

5.3 In the event that Sound Stylists is to deliver the Equipment, the Purchaser must advise Sound Stylists in writing of the address to which the Equipment must be delivered.

5.4 **Whilst Sound Stylists will make every effort to deliver the Equipment or dispatch the Equipment for collection timeously, Sound Stylists does not guarantee that the Equipment will be dispatched or delivered on any specific date or time and shall not be liable for any damages of any nature whatsoever for failure to effect delivery or dispatch timeously for any reason beyond Sound Stylists' reasonable control. This includes, but is not limited to, inability to secure transport, labour, power, materials, supplies or the Equipment by reason of any act of God, war, civil disturbance, riot, state of emergency, strike, lock out or any other labour dispute, fire, flood, drought or legislation. The Purchaser shall not be entitled to cancel any order by reason of such delay.**

5.5 Sound Stylists is entitled to sub-contract with a third party to deliver the Equipment.

5.6 The cost of delivery, where applicable, of the Equipment shall be included in the Quotation.

6. OWNERSHIP AND RISK

6.1 All risk and benefit in and to the Equipment shall pass to the Purchaser upon signature of the Delivery Note.

6.2 Ownership of the Equipment shall remain vested in Sound Stylists until the Purchase Price has been paid.

7. RETURNED GOODS AND ORDER CANCELLATIONS

7.1 The Purchaser may have further rights in terms of the Act to return goods and cancel orders. These rights may be in addition to and different from these Terms and Conditions. These Terms and Conditions are subject to any such rights.

7.2 Sound Stylists is under no obligation to accept the return of the Equipment, except if the Purchaser has a right to return the Equipment under the Act.



7.3 In the event that Sound Stylists agrees to accept the return of the Equipment in circumstances where it is not obliged to do so by the Act, Sound Stylists will refund the Purchaser for the cost of the Equipment as stipulated in the Quotation provided that the Purchaser has not caused the Equipment to have been partially or entirely disassembled, physically altered or permanently installed, affixed, attached, joined or added to, blended or combined with any other goods or property. **Sound Stylists may impose a reasonable charge on the Purchaser for the cost of restoration of the Equipment associated with the return of the Equipment.**

7.4 **Should Sound Stylists agree to the cancellation of any order, such agreement shall be conditional upon the Purchaser paying a reasonable cancellation charge and any other reasonable expenditure suffered by Sound Stylists as a result of the cancellation.**

8. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

8.1 The Purchaser may have additional rights and warranties in terms of the Act that cannot be changed or excluded by contract. These Terms and Conditions are subject to any such rights and warranties.

8.2 Sound Stylists makes no warranties or representations to the Purchaser regarding the Equipment or their fitness for a particular purpose.

8.3 Sound Stylists will not be liable for any damage arising from any misuse of the Equipment.

9. LIMITATION OF LIABILITY

9.1 Except to the extent prohibited by the Act, Sound Stylists shall not be liable for any loss, injury, death, damages, costs, expenses, loss of profits or other special damages or any consequential loss or other damages arising from any cause whatsoever suffered or incurred by the Purchaser and/or its employees, contractors, sub-contractors, agents, authorised representatives and/or any third party in connection with the Equipment.

9.2 **The Purchaser indemnifies and holds harmless Sound Stylists for any claims described in clause 9.1 instituted by the Purchaser and/or its employees, contractors, sub-contractors, agents, authorised representatives and/or any third party.**

10. LEGAL COSTS AND JURISDICTION

10.1 The Purchaser 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 Purchaser of any of these terms and conditions.

10.2 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.



11. GENERAL

- 11.1 No relaxation which Sound Stylists may give at any time whatsoever in regard to the carrying out of any of the Purchaser'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.
- 11.2 These terms and conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 11.3 No warranty, representation, guarantee or undertaking implied or express and not contained in this agreement or reduced to writing and signed by both parties shall be binding upon Sound Stylists.
- 11.4 No amendment, alteration, addition, deletion and/or variation of these Terms and Conditions shall be of any force and effect unless reduced to writing and signed by both Sound Stylists and the Purchaser.
- 11.5 The provisions of these Terms and Conditions are to be considered severable, and in the event that any provision should become unenforceable, the remaining provisions of these Terms and Conditions shall continue to be of binding force and effect.
- 11.6 The parties choose the following addresses as their *domicilium citandi et executandi*, for the purpose of service of all documents and processes arising herefrom:

11.6.1 The Purchaser: _____

 Tel: _____
 Fax: _____
 Attention: _____

11.6.2 Sound Stylists: the address which appears on the Quotation issued by Sound Stylists to the Purchaser unless stated otherwise.



SIGNED at _____ on this the _____ day of _____ 20 .

For: Sound Stylists (Proprietary) Limited
Signatory:
Authority:

SIGNED at _____ on this the _____ day of _____ 20 .

[Insert Purchaser's name]
Signatory:
Authority:

▶▶▶ **Sound Stylists - Johannesburg**

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