

T-HS TABLEWARE RENTAL AGREEMENT

The following is a an agreement between **TESEMA Group (t/a THS Tableware Rental)** and _____ (**the Client**). The parties agree to the following obligations. By signing the agreement, the client acknowledges to have read, fully understood, and accepted the terms and conditions. This Agreement is legally binding and enforceable in terms of the South African law.

1. WORKING DAYS

- 1.1. THS Tableware showroom and office (**Block 3/Unit 30, 08 Incubation Drive, Riversands I-Hub, Riverview Ext. 15, Fourways/Midrand, 2021**) is open:
 - a) Monday and Friday (08:30 – 16:30).
 - b) Any week day on appointment.
 - c) Holidays/Weekends additional fee apply.

2. ORDER CONFIRMATION

- 2.1. THS Tableware will reserve an order ONLY upon receiving the client's 50% of the total order cost.
- 2.2. To confirm a booking, a copy of the signed agreement (applicable for first timers), ID copy and/or proof of payment must be mailed to THS Tableware (info@t-hs.co.za) for all new clients
- 2.3. Proof of payment of the deposit should be sent for THS Tableware to reserve a date and order as requested.
- 2.4. The total rental period for any order is three (3) days unless otherwise permission is granted.

3. REFUNDABLE DEPOSIT

- 3.1. The Client will be responsible for the payment of a refundable deposit (30% of the total order cost or R1000.00 – whichever is greater).
- 3.2. THS Tableware retain the right to waive or increase the refundable deposit.
- 3.3. The customer accepts that any additional fees charged due to loss or damage or delivery route changes, will be deducted from the refundable deposit. Should the deposit be insufficient to cover charges then the customer agrees to pay any balances due.
- 3.4. Refundable deposit will be returned within **five (5) working days** after we receive the goods in good condition or invoice will be sent for any shortages/breakages due. When items are lost/broken, refundable deposit may be delayed.
- 3.5. It is the client's responsibility to furnish THS Tableware with the correct banking details on this agreement otherwise THS Tableware will not be liable for not processing the refundable deposit to the client. The deposit will be kept on the account as credit.
- 3.6. THS Tableware will not be liable for monies processed into wrong accounts/bank. The client is responsible for any bank/account changes.

3.7. In case the client's account details/address/telephone number change, it is client's responsibility to inform THS Tableware in writing stating the changes.

4. PAYMENT & BANKING DETAILS

- 4.1. Final outstanding balance and any additional costs must be paid within 10 days before the event.
- 4.2. If a booking is made within 10 days, full payment as well as all required documentation will be required within 24 hours of booking confirmation.
- 4.3. THS Tableware only accepts EFT's.
- 4.4. Payment due dates must be strictly adhered to, to avoid cancellation of the booking.
- 4.5. THS Tableware reserves the right to cancel any bookings without notice and/or liability to the Client if the Client does not adhere to the payment dates.
- 4.6. If full payment is not received before the event date, THS Tableware reserves the right to cancel this agreement in terms of the cancellation clause.
- 4.7. **Banking Details:**
Bank Name: STD Bank
Account Name: TESEMA Group
Account Number: 063 041 855
Acc. Type: Business Current
Account, Branch
Code: 009953
- 4.8. Use Company Name OR Full Name as reference when making payment. E-mail proof of payment to info@t-hs.co.za.

5. DELIVERIES/COLLECTION/RETURNS

- 5.1. The client takes full responsibility of items once in their care.
- 5.2. The client or an authorised representative needs to be present during delivery and collection of all orders, to check and sign all relevant documents.
- 5.3. THS Tableware is not responsible to facilitate any third parties (e.g. e-hailing service, etc.) collecting on behalf for the client. It's the client's responsibility to do so.
- 5.4. THS Tableware takes no responsibility for any losses/shortages/damages if products were not checked and signed by the client/third party collecting on behalf of the client.
- 5.5. If the client gives permission to someone else to collect/return on their behalf the client will be responsible for all the goods and money payable.
- 5.6. Transport fee is charged as per distance and load. A flat fee of R575 and R790 will be charged deliveries and returns in Johannesburg and Pretoria for all standard orders respectively (i.e. 3 crates max).
- 5.7. Minimum of R500 OR 25% of total order will be added for collections/opening on a public holidays/Sundays/After hours.
- 5.8. Items to be returned in original packaging/crates/boxes.
- 5.9. THS Tableware maximum rental period is **3 days**, unless otherwise permission is granted.
- 5.10. The following collection & return days and times should be adhered to:
 - a) Collection Day: Friday (or Thursday if Friday falls on a holiday) or unless otherwise arranged.
 - b) Collection Times: 13h00 – 16h00 or unless otherwise arranged.
 - c) Return Day: Monday (or Tuesday if Monday falls on holiday) or unless otherwise arranged.

- d) Return Time: 09h00 – 13h00 or unless otherwise arranged.
- 5.11. Should the guideline as stated in above clause (5.9), a daily fee as per total cost of the order will be charged at **minimum of R500 OR 25% of total order/day**. The cost will be charged from the client's refundable deposit and any additional cost will be billed to the client.
- 6. BREAKAGE/LOSS/SHORTAGE COST**
- 6.1. Refundable deposit will be returned within **five (5) working days** after we receive the goods in good condition or invoice will be sent for any shortages/breakages due.
- 6.2. THS Tableware will deduct any breakages/damages/loss costs from the breakage deposit and will refund the balance within **five (5) working days** after the event. By signing, the client authorises such deductions.
- 6.3. Deductions may include but is not limited to:
- Any lost or broken packaging for the items
 - Any delivery route changes
 - Any late returns
 - Any cleaning Fines
- 6.4. Should the deposit be insufficient to cover charges then the customer agrees to pay any balances due.
- 6.5. EFT payments will be processed into the client's account within **five (5) working days** after goods have been returned and losses and damages have been finalized. If the client does not put banking details on this agreement THS Tableware will not be liable for not refunding client, the deposit will be kept on the account as credit. Please ensure to supply us with the correct banking details.
- 6.6. Clients will be liable for any losses and damages at full replacement cost.
- 6.7. If an item is lost or returned to us in a condition any less than received, the client will be liable for the full replacement cost. It is important that the client check items carefully upon collection and sign the accompanying delivery note accordingly. Please bring to THS Tableware's attention any problem with your order at this time. Upon signing the client is fully responsible for the care of all the items and are expected to return them to us in good order.
- 6.8. If for any reason, goods are delivered faulty or not according to confirmed order, please contact us the same day. Contact details: Tel: 011 568 3377/063 322 4886. E-Mail: info@ths.co.za.
- 6.9. Breakages/shortages/damages will be communicated to the client five (5) working days post the event. An invoice will be generated and payable immediately.
- 7. MOCK-UPS**
- 7.1. Standard prices are applicable for a mock-up order. Standard prices apply for all the mock-up orders.
- 7.2. All goods rented items are the responsibility of the client until they are returned back from a mock-up.
- 8. CLEANING**
- 8.1. To adhere to safety and health standards for the benefit of all our clients. You are requested to scraped of all food debris and rinse before packing into our containers or otherwise a minimum of R300 (depending on the order size). The client is responsible for returning **rinsed** items in their packages.

9. CHECKING AND SIGNING OUT/IN

- 9.1. It is the client's responsibility to check the order when collecting and/or upon delivery and when returning.
- 9.2. The client is responsible for signing the accompanying delivery checklist accordingly and if any problems are detected, the client is responsible for bringing up to THS Tableware's attention immediately.

10. POSTPONEMENT AND CANCELLATION

- 10.1. THS Tableware reserves the right to cancel this Agreement at any time in the following instances:
 - a) A conflict of interest arises between the parties;
 - b) THS Tableware is unable to perform its duties due to any damage to, or damage to THS Tableware premises by fire, shortage of labour, strikes, industrial unrest, or any cause beyond the control of THS Tableware.
 - c) In the event of the Client postponing and/or changing the originally booked event date and THS Tableware's products that were booked by the client are not available, THS Tableware will offer any other items to the value of the booking for the event. Full credit will be provided to rebook and or book alternative products.
- 10.2. The following cancellation penalties will apply calculated on the quotation at the time of cancellation, and the client hereby consents to the deductions of these amounts, if our service is not rebooked:
 - a) 1 month or more prior to the event, 50% of full invoice.
 - b) Less than a month prior to the event date, 75% of the full invoice quotation.
 - c) 5 days or less prior to the event 100% of the full invoice quotation.
- 10.3. All booking deposits paid in terms of this agreement are non-refundable.
- 10.4. Any cancellation of this agreement must be done in writing and all outstanding fees/deposits must be paid within ten (10) days of such cancellation notification.

11. CONSENT TO USING INFORMATION FOR MARKETING PURPOSES

- 11.1. The client agrees to receiving marketing emails, telephone communication, news of any products and/or service that THS Tableware may offer now or in future and expressly consents to receive such information from THS Tableware:

Yes / No

NB. THS Tableware confirms that information as stated about will be limited to only marketing of its products or related services.

12. CONTACT DETAILS

w: www.t-hs.co.za
e: info@t-hs.co.za
t: 011 568 3377/063 322 4886

13. BANKING DETAILS (for refundable deposit):

Account Holder: _____

Bank Name: _____

Account Nr: _____

Branch Name: _____

Branch Code: _____

14. SIGNATURES

SIGN: _____

PRINT NAME: _____

ID NUMBER (PROVIDE A COPY): _____

DATE: _____