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SOFT PLAY TERMS & CONDITIONS

1. These Terms and Conditions must be signed and returned to Silver Penny Hiring at least 3 days (72 hours) before the delivery / collection of the products takes place.
2. A 50% deposit must be paid in order to confirm the order. The balance of the invoice must be paid 72 hours prior to the delivery/collection of the products.
3. No products will be delivered without full payment being received.
4. All the products will only be rented to a client if in a good and working order unless specified by Silver Penny Hiring to the client.
5. All products rented from Silver Penny Hiring must be returned in the state they were given in. If there is any damage caused to any of the products, the client will be liable to pay market value for the product/s.
6. A refundable breakage deposit will be levied on all bookings for rented items. This will be refunded to the client (less any deductions for any damages) 72 hours after the products have been returned/collected from the event.
7. The rental period for the soft play equipment is 1 -2 hours prior to the events' starting time until half hour after the events end time. This is subject to change. Silver Penny Hiring will always put the clients' needs first and will try to be flexible for the client, however the rental period is at the discretion of Silver Penny Hiring whom will have the final say.
8. Silver Penny Hiring will set up the party/ soft play equipment as specified in client correspondence – included in the package price.
9. We will collect the items from the venue as discussed with client. The client is responsible to keep the items in a safe place (from theft and weather).

NO SHOES

NO DOGS, CATS OR OTHER ANIMALS ON THE SOFT PLAY

NOT TO BE MADE WET OR FILLED WITH WATER

NO KIDS OVER 5 YEARS

NO FIRES OR OPEN FLAMES OR SIGARETTES CLOSE TO SOFT PLAY

MAKE SURE ALL BALLS ARE PLACED BACK IN BALL PIT BEFORE TIME OF COLLECTION!!!

- These items are designed for babies and toddlers up to 5 years for developmental play.
- These items are not for teens or adults to be used as chairs, tables or boxing bags.
- These items are not to be put into pools, filled with water or sprayed wet for any reason. You will pay a R50 fine for each item found to be wet.
- Any items damaged will be charged for.
- Please do not allow your pets to walk or lay on the Soft play. Their nails and teeth are sharp and could damage the sponge. Pets carry fleas and diseases harmful to young children.

Client name: _____

ID no.: _____

Cell phone no.: _____

Email address: _____

Event Date: _____

Event times: _____

Delivery address: _____

Banking details for refund:

Bank: _____

Account name: _____

Account no.: _____

Branch Code: _____

Type of Account: _____

I.....

acknowledge that I have read and understood the above mentioned terms of use, and can be held liable for any damaged caused to the Soft play due to negligence or not adhering to the above mentioned terms. I also acknowledge that I have read and understood the below mentioned GENERAL CONDITIONS OF HIRE

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Signature

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Date

GENERAL CONDITIONS OF HIRE

1. Hire of equipment

Silver Penny Hiring ["the owner"] hires to the customer the equipment described overleaf ("the equipment") in terms of these General Conditions of Hire. The parties elect their respective domicile for the purposes of notice and service of process and proceeding at the addresses stated overleaf.

2. Deposit and hire charges

2.1 The hire charges at the rates and the deposit stated overleaf are payable unless otherwise agreed. A 50% deposit confirms your booking. The refundable deposit less deduction if any damages shall be refunded to the customer within a reasonable period of return or collection time of the equipment.

2.2 The customer shall be deemed to have accepted the correctness of any account unless the owner is notified in writing of any queries or discrepancies within 3 days of date of account.

2.3 Any deposits paid in advance to secure bookings will be forfeited if the booking is cancelled.

2.4 No refunds will be given on any stock purchased, hired in from another company, ordered by a customer if the booking is cancelled.

2.5 The customer shall be deemed to have read and understood the terms and conditions once a quotation is accepted and deposit is paid.

3. Period

3.1 The hire period commences when the equipment is delivered or collected as the case may be, and ends when the owner accepts return of the equipment.

3.2 The owner shall use reasonable endeavours to ensure that equipment is delivered or available for collection at the agreed time, but shall not be liable should the equipment not be delivered or be available at such time.

3.3 (i) In the event of the customer failing to return any item of the equipment to the owner on the return date stated overleaf, he should pay the owner liquidated damages per day in respect of that item, calculated in accordance with the following formula. Price of item times Quantity of that schedule X No. of Days of the Hire Period. (ii) The customer shall not pay liquidated damages as aforesaid in respect of a period exceeding 5 days, after which the item concerned shall be deemed to have lost, and no further damages shall be claimable, except as provided for in sub-clause (iii) below. (iii) The owner shall have the right to claim his actual damages instead of liquidated damages. (iv) In the event of any item being returned in any way damaged or not in the same condition as supplied, the customer shall be

liable to the Lessor as if he had failed to return it and the provisions of sub-clauses (i), (ii) and (iii) shall apply.

4. Equipment

4.1 The equipment shall be deemed to be in the quantity and suitable of the description stated overleaf and in good order and repair, and for the purpose for which it is intended when delivered to the customer, unless the customer notifies the owner or its authorized representative forthwith on delivery of the deficiency in quantity, defective or incorrectly delivered equipment.

4.2 The owner shall, in its sole discretion, be entitled either to terminate this agreement and refund the deposit and any hire charges paid, or to replace the defective or incorrectly delivered equipment or remedy any defects in the delivered equipment.

5. Maintenance and return of equipment

5.1 The customer shall:

5.1.1 At all times during the hire period, provide dry, under cover storage until such time as the equipment is returned to the owner.

5.1.2 Immediately notify the owner should any of the equipment malfunctions. The owner shall repair or replace the equipment at its costs at the owner's principal place of business, unless the owner in its sole discretion determines that the malfunction is due to improper use of the equipment.

5.1.3 Return the equipment in a clean state and in good order and repair, in particular, but without limitation.

5.1.4 All equipment, (with the exception of tablecloths, chair covers and overlays) must be washed and dried. Any equipment returned unwashed will be charged for a rate determined by the owner.

5.1.5 Tablecloths must be dried before being returned.

5.2 In the event that any of the equipment is lost, destroyed or damaged as a result of any cause whatsoever prior to the return thereof, the customer shall be liable for the full replacement costs thereof.

5.3 The customer shall not be entitled to substitute any other equipment for the owner's equipment.

5.3.1 Notwithstanding 2.2, unless the equipment is checked and accounted on return or collection in the presence of a representative of the owner, who accepts the correctness of a statement as to the quantity and condition of the equipment, the owners statement regarding the quantity and condition of the

equipment collected shall be final and binding on the customer.

6. Use of equipment

The customer

6.1 Acknowledges that it is aware of the purpose for which the equipment is intended, and shall only use the equipment for such purpose.

6.2 Shall use the equipment at his own risk, and indemnifies the owner against any claim of any nature brought against it by the customer's employees, agents, representative, guests or any other third parties arising out of the use of the equipment by the customer or while in the possession of the customer or any other cause including a claim for consequential damages and loss of profit, and all costs and expenses incurred by the owner on an attorney and own client scale in defending or setting such proceedings.

6.3 Shall have no claim of any nature against the owner for any loss suffered or damages sustained by the customer arising from any cause, including without limitation, the installation, use or malfunction of the equipment or the provisions of these General Conditions, other than the specific remedies provided for.

7. No Warranties

The owner furnishes no warranties and makes no representations other than those contained herein. The provisions of these General Conditions shall govern the relationship of the parties to the exclusion of all other conditions, whether implied by law or stipulated by the customer, unless accepted by the owner in writing.

8. Access

The owner shall at all reasonable times be entitled to access any premises of the customer for the purposes of inspecting or repairing the equipment.

9. Breach

9.1 Should the customer Fail to comply with any obligations imposed on the customer in terms hereof, all of which are deemed to be material, on due date, and persists in such failure for 3 days after having been given written notice remedy such defaults.

9.1.1 Commit any 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 equipment.

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 including the right to claim all such consequential damages from the customer as the owner may have suffered as a result of the breach by the customer of any of his obligations.

9.3 The owner's liability to the customer and all persons claiming under him arising from any cause whatsoever including the willful default or negligence of the owner, its employees or agents, shall be limited to the specific remedies provided for herein.

10. Miscellaneous

10.1 The customer consents to the jurisdiction of the Magistrates Court of the district in which the customer's domicilium is situated in respect of this agreement.

10.2 The customer will be liable for the owner's legal costs on an attorney and own client scale incurred by the owner in any legal proceedings arising out of the provisions of these Condition, or arising out of the customer's use or possession of the equipment.

10.3 The owner shall be entitled to apply any amount received from the customer to the liquidation in whole or part, of any obligation whether arising out of this hire or otherwise owed by the customer to the owner, irrespective of whether the final amount of the obligation has been determined.