



Muse Concepts (PTY) LTD  
2015/116564/07  
Wedding and Event décor hire  
Event, fashion, wardrobe, retail &  
commercial Styling  
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Thank you for making use of Muse Concepts Pty Ltd as your service provider.

Please read and take note of the below important details of the Muse Concepts PTY Ltd. RENTAL AGREEMENT.

#### T&C:

Muse Concepts (PTY) LTD (and or any of their temps and employees) will not be held accountable for any death, loss, breakage, injury or any other misfortunate circumstances that may occur before, during or after working date/s whatsoever.

Muse Concepts (PTY) LTD (and or any of their temps and employees) will not be held accountable for any death, loss, breakage, injury or any other misfortunate circumstances that may occur while product is or was made use of before, during or after the booking date of the product whatsoever.

No liability will be taken for any items or stock that may not be the property of Muse Concepts (PTY) LTD, even if Muse Concepts (PTY) LTD (and or any of their temps and employees) have been tasked or employed to handle client or suppliers products or stock before, during or after working /booking date/s.

Muse Concepts (PTY) LTD (and or any of their temps and employees) will not be held accountable for any loss or damage of clients property before, during or after working date/s whatsoever even if Muse Concepts (PTY) LTD (and or any of their temps and employees) is transporting any items of the Client or contracted clients or suppliers.

Muse Concepts (PTY) LTD (the director and or any of their temps and employees) is not liable to you or any third party for any injury, including, but not limited to, death or damage caused by or resulting from misuse or abuse of its goods and damage caused by the customer or any of its agents, employees or representatives

#### 1. BOOKINGS, PAYMENT AND CANCELLATION

- To secure your booking, we require a 50% payment of the value of your total order/invoice. 50% retainer is required within 24 hours of the receipt and acceptance of quote and the remainder 7 days before the booking date
- Balance due before collection/delivery of order. No items will be released until full payment has been received.
- The standard order time will be 1 day, allowing a day for collection/delivery and a day for return/pick up. Weekend events will be Friday collection/delivery and MONDAY return/pick up.
- The hirer is fully responsible for all the items for the duration of the event, from time of collection, until items are returned to MUSE CONCEPTS.
- Should booking be cancelled before event date, MUSE CONCEPTS will retain a percentage of the total order that was paid as a booking retainer.

100% non-refundable amount of the retainer will be kept per item if orders are cancelled up to 90 days before the collection/delivery or rental date.

We accept EFT only. If however, we approve another payment method, the client will be liable for the bank charges incurred. (Cash deposits and cheque payments – R50.00, international transfers – R150.00) – prices are subject to change

Muse Concepts accept US currency; please contact the office for details.

Muse Concepts (PTY) LTD (and or any of their temps, employees or directors) are under no obligation to accept any orders or payment from clients to confirm orders within the quote or invoice times whatsoever without **formal confirmation from both client, Muse**

#### **Concepts team and its directors.**

Orders will only be confirmed via Muse Concepts Team on formal documentation sent to Clients not verbally or any other means of communication.

No order will be processed without payment.

Items will not be delivered nor allowed to be pick-up by the client if outstanding balance is not settled

It is the client's responsibility to check the booking form when the admin department sends it through to ensure that all items and quantities are correct. The client needs to read the rental agreement and invoice and send it back to the admin department. This means that the client accepts the booking and acknowledges that all items and quantities specified on the booking is correct. Once the booking form is signed, Muse Concepts PTY Ltd will not be liable if the items and/or quantities on the booking form is incorrect.

Quotations valid for 48 hours from date received.

50% retainer is required on acceptance of quote and the remainder 7 days before the booking date.

Invoice must be fully paid seven 7 days before collection of order.

No delivery or collection on invoices not fully settled seven days before collection or delivery.

**Legal action will be taken on all outstanding breakage/damaged invoices after seven days if still unpaid.**

Quotes and invoices may vary due to euro and dollar currency escalation without prior notice.

Muse Concepts Pty Ltd are under no obligation to adapt or price match order on confirmed bookings paid before or after price increase or price drop due to euro / dollar and rand currency exchange rate.

Full replacement value must be paid on any items not returned or damaged when returned.

#### 2. Refundable Deposit

EFT payments will be paid back into your account within 14 working days after goods has been returned and losses and damages has

been sorted out.

Please supply Muse Concepts with the correct banking details for deposit refunds.

Quotes and invoices may vary due to euro and dollar currency escalation.

Proof to be emailed and Pro forma invoice or quote nr to be used as reference.

### 3. DAMAGES, SHORTAGES AND LOSS

A breakages deposit is required to ensure coverage of any shortages or damages, should they occur. The amount of this deposit will be returned within 7 days of receiving the clients banking details after the order has been returned and checked by a staff member. It is the clients' responsibility to email Muse Concepts the banking details for the breakages deposit.

A refundable deposit will be charged at the discretion OF MUSE CONCEPTS to cover potential damages/shortages or loss.

Any damages/shortages or loss will be deducted from the refundable deposit at the full replacement value of item rented.

All other item's damages and shortages will be charged at the discretion of MUSE CONCEPTS.

In the event that the damage fee does not cover the full replacement cost, the client remains liable to cover any balance owed.

Damaged items remain the property of Muse Concepts Pty Ltd.

Orders to be checked on collection and delivery, as no discrepancies about quantities, loss or shortages will be accepted after collection or delivery.

Should an order not return as per agreed arrangement, a late return fee will be charged at 20% of the total invoice per day and deducted from the refundable deposit

A refundable deposit will be charged at the discretion of MUSE CONCEPTS to cover potential damages/shortages or loss.

Any damages/shortages or loss will be deducted from the refundable deposit at the full replacement charge as seen on the Invoice.

All other item's damages and shortages will be charged at the discretion of Muse Concepts.

In the event that the damage fee does not cover the full replacement cost, the client remains liable to cover any balance owed.

Client will receive an additional Breakage Invoice if breakages and loss amount outbalances the deposit, with this breakage inv clients will have 7 days to make full payment of the balance on the invoice.

**If clients do not pay the breakage/loss invoice within seven days Muse Concepts will take not hesitate to take further legal action to cover the fees outstanding on the clients account.**

No discrepancies about quantities, loss or shortages will be accepted after collection or delivery.

Should an order not return as per Muse Concepts arrangement, a late return fee will be charged at 20% of the total invoice per day and deducted from the refundable deposit.

### 4. PACKAGING

All items will generally be packaged with protective wrap and placed in crates or other containers for maximum protection.

After your event, ensure that all items are repackaged carefully with the protective wrap in the supplied crates or containers as in the condition they were received.

Any loss or damage to any part of the packaging (crates/containers or packaging like protective wrap) will be charged at full replacement value of the item and deducted from the refundable deposit.

### 5. CARE AND CLEANING

All items must be rinsed of food before returned.

Please wash items straight after event, in order to prevent staining/damages.

Please note - hand wash only

NONE OF OUR GOODS ARE DISHWASHER SAFE.

All cutleries, glassware, crockery and catering items must be returned rinsed as received.

A cleaning fee of 10% of the item value will be charged if returned dirty or will be included in the quote ahead of time.

**Stemware, Charger plates/under plates, cutlery items must be hand washed and a soft cloth used on all goods as detail may rub off or get damaged.**

**Water droplets and food not wiped off make permanent mark on the Frenchy collection due to items being 24kg plated.**

**None of the items are dishwasher safe and no harsh chemicals to be used on any of the items!!!**

Linen should be dry and placed in plastic bags. Clients are not to wash the linen.

Linen that returns with non-removable stains, mold, torn or burned, the client will be charged the full replacement cost.

Linen that returns with excess wax that requires more than one washing will be placed in a dry cleaning solvent this fee will be charged to the clients account at R40 per item.

When hiring any of our sequin or linen, a mirror must be used under all décor that makes use of candles, to avoid wax from falling on sequins

### 6. HIRE GOODS

\* Please carefully check the info on all documents, the event date, delivery and collection date, double check that the numbers and equipment is according to your order.

\* A wash-up fee will be charged for catering goods returned unwashed. Please do not wash linen.

\* We require confirmation of final numbers, 72 hours before delivery / office collection. No changes will be accepted 72 hours prior to delivery / office collection date.

\*If the date of function exceeds 6 months from date of quotation, please take note that the quotation might be subjected to change due to annual increase in costs.

Muse Concepts take no responsibility for any losses / shortages if not checked by both parties.

\*Please note, if you give permission to someone else to book/hire on your name, you will be responsible for all the goods and money payable if that particular person does not comply.

### 7. DELIVERY, SETUP, BREAKDOWN

All items must be stored safely inside the venue over night before and after your event until we collect.

Items must be ready for collection in the same place and manner they where delivered; chairs must be stacked, cushions must be packed in plastic bags, linen must be dry and all other items must be in their original packaging.

No damage deposit will be refunded, if the furniture is left outside overnight or is wet due to rain, dew, sprinkler systems etc.

Normal delivery times are between 8:30am and 4:30pm from Monday to Friday.

Weekend/Public Holidays and after hours (from 6am till 7pm) deliveries & collections can be arranged, but an afterhours surcharge will be added.

Afterhours surcharge will be added to deliveries / collections before 08:30 am or after 4:30pm

Place/move/pack up of furniture/décor - R100 /per 10min (only on delivery).

If the items are not packed up on collection the surcharge for pack up will be deducted from the breakage deposit to cover for the time lost on clients only confirming delivery and collection.

**Collection & Return slots : Mondays 14:00 - 17:00 or Thursdays 13:00 - 16:30 (These dates are set unless otherwise indicated)**

Additional extra fees may be billed due to circumstances like public holidays, Saturdays, Sunday, overtime, sourcing fee, vehicle fuel and parking (AARates) etc....

Normal delivery times are between 8:30am and 4:30pm from Monday to Friday.

Additional charges might be added for upper and lower ground deliveries.

Delivery fees are not included on per item quotes and will only be quoted if requested or indicated on the quote/invoice.

Delivery fees are charged at AA Rates and per KM and on means of transport of goods.

Hire rates are on terms of 3 days or as agreed on by confirming the quote and the confirmed times provided on it.

Any items collected earlier or returned later than the agreed and confirmed times will be charged to clients account and deducted off the refundable breakage deposit.

Setup fees are not included in the item quote unless requested or indicated on quote/invoice.

All items to be collected and returned on agreed upon above times, these times are non negotiable unless pre arranged.

Should an order not return as per Muse Concepts arrangement, a late return fee will be charged at the full rate of the total invoice per day and deducted from the refundable deposit with the balance outstanding to be settled.

Collection time needs to be indicated two days ahead of time, as collection will be at a storage unit.

Further to the above Muse Concepts (PTY) LTD (the director and or any of their temps and employees shall not be liable for any loss or damage of whatsoever nature, including consequential loss or damage and loss for profit arising out of delays or failure to deliver due to fire, explosion, unavoidable breakdown of machinery, government acts and/or regulations, strikes, war (declared or not) or by any other acts of God or similar circumstances which are reasonably beyond the control of, and unforeseen by, Muse Concepts (PTY) LTD (the director and or any of their temps and employees.

Delivery fees are not included on per item quotes and will only be quoted if requested. Delivery fees are charged at AA Rates and per KM outside of the CBD of Cape Town.

Any additional hours will be charged 15% of day rate. Whilst we will try and accommodate special requirements for early delivery, we reserve the right to alter delivery and collection times/dates.

Additional extra fees may be billed due to circumstances like public holidays, Sunday rates, overtime, sourcing fee, vehicle fuel and parking (AARates) etc etc.....

Please note, unfortunately we cannot deliver and collect at specific times. Delivery and collection will be between 8am and 5pm on the day of delivery and collection. Please arrange accordingly.

\* Transport fee does not include set-up and breakdown.

\* Transport fee does not include public holidays/ Sundays/ After hours

## 8. POSTPONEMENTS

Should the wedding / event be postponed then the postponement must be advised in writing at least 30 days in advance, and needs to be rebooked for no later than 60 days after the original date in the same area.

50% of the total wedding cost will then be carried forward and used towards the new date.

A 50% handling fee of the total amount will be deducted for the postponement.

Should the wedding be postponed within 30 days of the event and/or to a new date more than 60 days after the original date then no balance refund will be due and full payment will be required from client.

These dates are all dependant if we have the items in stock for the date.

The new date must be indicated 7 days after we received a written notice of the wedding or event being postponed.

In the event where the client is present, but is unhappy with what Muse Concepts PTY Ltd has setup or the service that Muse Concepts PTY Ltd is providing, The client /designated person needs to notify the office immediately via email to info@museconcepts.co.za or contact +27 828255462 to ensure that we rectify the problem on site immediately whilst our team is present at the venue. If the client does not notify the Muse Concepts PTY Ltd office via email on the same day, whilst the Muse Concepts PTY Ltd team is present at the venue, Muse Concepts PTY Ltd will not be liable to refund the client for any mishaps or take over any other cost that the client incurs during this time.

### Draping

Clients who require a fire retardant certificate need to pay extra for this

Clients are required to pay a call out fee if they require Muse Concepts PTY Ltd to go out to the venue and measure the dimensions of the area they want draped. The call out fee is determined by distance.

When Muse Concepts PTY Ltd is setting up the draping, we are providing a 6m ladder. If the client requires equipment higher than 6m's, it is the clients responsibility to arrange the equipment or pay Muse Concepts PTY Ltd the extra cost to arrange the equipment needed.

In the event where the client has given Muse Concepts PTY Ltd the incorrect draping measurements to quote on, the client is responsible/ must agree to pay the extra cost in order for Muse Concepts PTY Ltd to go ahead with the additional draping.

The client furthermore agrees to be liable for all the Muse Concept PTY Ltd legal costs for the attorney/client scale, including collection commission, in respect of any proceedings instituted by Muse Concepts PTY Ltd for the recovery of any amounts owing by the client in terms of the agreement.

These terms and conditions are binding upon payment.

Failure to sign the delivery note /Invoice by the client or another person designated by the client, Muse Concepts Pty Ltd will not be held liable for any discrepancies

#### 8. AUTHORITIES AND ACCEPTANCE

The parties accept the terms and conditions stated with this agreement and warrant that they are authorized. \*Please note, if you give permission to someone else to book/hire on your name, you will be responsible for all the goods and money payable if that particular person does not comply.

MUSE CONCEPTS PTY Ltd