MB RENTABLES (PTY) LTD

(Registration Number: CK2024/068774/07

STANDARD TERMS AND CONDITIONS OF HIRE

(hereinafter referred to as "the Company")

1. DEFINITIONS AND INTERPRETATION

"The Company" means MB Rentables (Pty) Ltd.

"The Renter" means the individual, corporate entity, or representative hiring the Equipment as specified in the booking invoice.

"Equipment" means all furniture, decor, and accessories supplied by the Company.

"Agreement" means these Terms and Conditions read together with the specific booking invoice.

2. BOOKING, DEPOSITS, AND PAYMENT TERMS

2.1 Booking Deposit: A 30% non-refundable deposit is strictly required to secure any booking. The contract is concluded bona fide (in good faith) only upon receipt of this deposit by the Company.

2.2 Balance Payment: The remaining balance of the total hire fee must be settled in full before delivery or collection of the Equipment, unless otherwise agreed to in *scripto* (in writing) by an authorised director of the Company.

2.3 Security Deposit: The Company reserves the right to demand a refundable security deposit prior to delivery or collection.

2.4 Refund Protocol: This security deposit will be refunded within 5 (five) business days following the safe return of all Equipment, provided the items are returned on the agreed time and verified by the Company to be in the same pristine condition as received.

2.5 Deemed Acceptance and Remote Renters:

This Agreement need not be physically signed to be legally binding. The Renter is deemed to have irrevocably accepted and agreed to be bound by these Terms and Conditions upon the occurrence of any of the following actions, whichever occurs first:

(a) Electronic or physical signature of this document or the accompanying invoice;

(b) Payment of the 30% non-refundable booking deposit or any portion of the hire fee; or

(c) Explicit confirmation of the booking via electronic communication (including but not limited to Email, WhatsApp, or SMS).

By taking any of the actions above, the Renter acknowledges that they have been afforded a reasonable opportunity to read and understand these terms, and agree to be bound *in toto* (fully).

3. RENTAL PERIOD AND LATE RETURNS

3.1 Duration: The standard rental period is strictly 24 hours, unless an alternative timeline is explicitly specified on the booking invoice.

3.2 Overdue Penalties: If the Renter fails to return or allow collection of the Equipment at the agreed hour, the Renter shall be liable for late return fees calculated pro rata per hour or part thereof, without prejudice to any other rights or remedies available to the Company.

4. USE OF EQUIPMENT, CARE, AND RISK

4.1 Intended Use: The Renter agrees to use the Equipment solely for its intended, customary purpose and must exercise reasonable care to prevent damage, exposure to adverse weather, or misuse.

4.2 Risk Transfer: Risk in and to the Equipment passes entirely to the Renter immediately upon delivery or collection (*commodatum*), and remains with the Renter until the Equipment is securely back in the physical possession of the Company.

5. LIABILITY FOR LOSS, DAMAGE, AND REPLACEMENT

5.1 Damage & Negligence: Any damage caused to the Equipment due to misuse, negligence, or lack of proper oversight while under the Renter's care shall be the sole financial responsibility of the Renter.

5.2 Total Loss / Theft: The Renter is liable in toto (fully and completely) for the full current market replacement cost of any Equipment that is stolen, lost, or irreparably damaged during the hire period.

5.3 Pre-existing Defects: The Renter is deemed to have inspected and accepted the Equipment in good working order unless notice of any defect is given immediately upon delivery or collection. Caveat subscriptor (let the signer beware)—by accepting the items, the Renter acknowledges their compliance with required standards.

6. INDEMNITY AND LIMITATION OF LIABILITY

6.1 Total Indemnity: The Company, its directors, and employees shall not be held liable for any injuries, accidents, fatalities, or proprietary damages sustained by the Renter, their guests, or any third party arising from the use, transport, installation, or failure of the rental furniture.

6.2 Exclusion of Consequential Loss: Under no circumstances shall the Company be liable for any indirect or consequential damages (lucrum cessans / loss of profits) related to the event.

7. JOINT AND SEVERAL LIABILITY

7.1 Signatory Liability: Any individual who receives, signs for, or accepts delivery of the Equipment on behalf of a corporate entity or another principal shall be bound *singuli et in solidum* (jointly and severally liable) with the primary Renter for the flawless fulfillment of all financial and care obligations set out in this Agreement.

8. FORCE MAJEURE (VIS MAIOR)

8.1 The Company shall not be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to *vis maior* (an act of God or superior force), including but not limited to severe storms, civil unrest, labour strikes, government restrictions, or infrastructure collapse.

9. DISPUTE RESOLUTION AND JURISDICTION

9.1 Multi-Tiered Resolution: Any dispute arising out of or in connection with this agreement shall, in the first instance, be subjected to amicable mediation. Should mediation fail, the parties may proceed to arbitration or litigation as mutually agreed upon ex post facto (after the fact).

9.2 Governing Law: This agreement is governed exclusively by the laws of South Africa (*lex loci contractus*).

10. GENERAL LEGAL CLAUSES (NON-VARIATION)

10.1 Whole Agreement: This document constitutes the entire agreement between the parties. No variation, modification, or consensual cancellation of these terms shall be of any force or effect unless reduced to writing and signed by both parties.

10.2 Relaxation: No relaxation or indulgence granted by the Company shall constitute a waiver of its strict legal rights under this contract.

11. DELIVERY, COLLECTION, and SITE ACCESS:

11.1 Ground Floor Standard: All standard delivery and collection quotes provided by the Company are strictly predicated on a **ground-floor, easily accessible level** with a clear, unobstructed path from the delivery vehicle parking bay to the setup area.

11.2 Multi-Level Surcharge: Any delivery or collection required above or below the ground floor (including but not limited to usage of stairs, escalators, service lifts, or traversing steep inclines/difficult terrain) **shall attract an additional handling and labor surcharge**.

11.3 Duty of Disclosure: The *onus* (burden of proof and disclosure) rests entirely on the Renter to notify the Company *in scripto* (in writing) of any multi-level access, staircases, or elevator usage required at the venue prior to the confirmation of the booking.

11.4 Non-Disclosure Consequences: Failure by the Renter to disclose multi-level access requirements beforehand will entitle the Company, at its sole discretion, to either:

(a) Charge an immediate, premium on-site handling fee before offloading the Equipment; or

(b) Refuse delivery of the Equipment to the upper/lower levels, leaving the items at the nearest ground-floor secure point, without the Renter being entitled to any refund or reduction in the hire fee.

The Renter hereby acknowledges that they have read, understood, and agree to be bound by the above terms and conditions:

Renter Name: _____

ID/Reg Number: _____

Signature: _____

Date: _____