

**CUSTOMER INFORMATION SHEET INCORPORATING THE TERMS  
AND CONDITIONS OF HIRE AND DEED OF SURETYSHIP**

I, \_\_\_\_\_ (the undersigned) in my capacity as \_\_\_\_\_ of the legal entity to which the information contained herein refers (hereinafter referred to as “the customer”), do hereby acknowledge that:

1. I warrant that I am duly authorised to complete this information sheet on the customer’s behalf and that all the information contained herein is true and correct;
2. Any order resulting here from shall be subject to the terms and conditions as contained herein which I have read and understand;
3. Unless otherwise agreed in writing, payment shall be made in cash or by direct deposit on presentation of the relevant invoice;
4. I bind myself jointly and severally with the Customer as surety and co-principal debtor, in favour of THE MEDIA WORKSHOP for the due payment of all amounts which may now or at any time hereafter become payable by the Customer to THE MEDIA WORKSHOP and renounce the benefits of excussion and division, and the benefits of cession of action, "non numeratae pecuniae", "non causa debiti", "revision of accounts and no value received.

**SECTION A : (TO BE COMPLETED BY ALL APPLICANTS)**

Please mark with an “X” the relevant legal entity to which the information contained herein refers and kindly take note of the sections which you are required to complete:

<b>Private Individual/Sole Proprietor</b>	Complete section A, B	
<b>Partnership</b>	Complete section A, C	
<b>Registered Company/ Close Corporation</b>	Complete section A, D	

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**General details:**

Name of contracting legal entity:	
Trading name of contracting legal entity:	
Residential address/ Principal address of business: (utility bill to be provided)	
Contact name:	
Telephone: Cellular:	Email: Facsimile:
VAT Registration number:	

**Two Corporate Trade References:**

Name of Trading Company	Contact Person	Acc. Number	Telephone Number

**SECTION B: (PRIVATE INDIVIDUALS/SOLE PROPRIETOR)**

Full name:	
Identity number: (copy to be provided and original presented at THE MEDIA WORKSHOP)	
Marital status:	
Employers name:	
Employers address:	
Employers telephone number:	

  
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### **SECTION C: (PARTNERSHIP)**

<b>PARTNERS DETAILS:</b>			
Full name	Identity number (copy to be provided)	Home address	Contact number

### **SECTION D: (REGISTERED COMPANY/CLOSE CORPORATION)**

Full name/Registered name of legal entity : (CIPC registration certificate to be provided)	
Trading Name	
Registration Number	
Date of commencement of business:	

#### **MEMBERS/DIRECTORS DETAILS:**

Full name	Identity number (copy to be provided)	Home address (utility bill to be provided)	Contact number



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## TERMS & CONDITIONS OF HIRE

### 1. DEFINITIONS

“THE MEDIA WORKSHOP” means THE MEDIA WORKSHOP cc (Company Registration Number 1999/016002/23) and having its registered business address at: 3<sup>rd</sup> Floor, University Chamber, 26 Bird Street, Central, Port Elizabeth, 6006;

“Customer” means the hirer of the Equipment, namely the person or company whose details are set out in the Quotation;

“Contract/s” means these Conditions of Hire together with the Quotation;

“Equipment” means all equipment hired to the Customer by THE MEDIA WORKSHOP under these Conditions of Hire as detailed in the Quotation;

“Hire Period” means the period in respect of which the Equipment is hired to the Customer by THE MEDIA WORKSHOP as detailed in the Quotation;

“Order” means the written acceptance of a Quote by the Customer;

“Quotation” means the quotation to which these terms and conditions are attached, and

“Commencement Date” means the start date as set out in the Quotation.

### 2. HIRE OF EQUIPMENT

- 2.1. The Quotation is an offer by THE MEDIA WORKSHOP to hire out the Equipment as detailed in the Quotation and subject to these Conditions of Hire.
- 2.2. Acceptance of the offer will be the signature of the Quotation and the return thereof by no later than the quote expiry date.  
Alternatively the Customer shall be deemed to have accepted the Quotation subject to the Conditions of Hire by:
  - 2.2.1. the written confirmation of the Quotation, or
  - 2.2.2. the payment thereof, or
  - 2.2.3. collecting the Equipment from THE MEDIA WORKSHOP.
- 2.3. These Conditions of Hire are deemed to be incorporated into all Contracts for the hire of Equipment to the Customer and supersede all terms and conditions previously issued by THE MEDIA WORKSHOP;
- 2.4. The Contract constitutes the whole of the agreement between THE MEDIA WORKSHOP and the Customer and should not be varied in any way unless done so in writing and signed by both parties;

### 3. TITLE

Notwithstanding anything herein contained, THE MEDIA WORKSHOP shall remain the sole and absolute owner of the Equipment. Without prejudice to any provision in these Conditions of Hire, the Customer shall at all times use its best endeavors to assist THE MEDIA WORKSHOP to resume possession of the Equipment whether

  
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during or after the Hire Period if the Customer has lost or relinquished possession of the Equipment or at the expiration of the Hire Period if it is not then returned to THE MEDIA WORKSHOP, and hereby authorizes THE MEDIA WORKSHOP to enter upon the Customer's premises during normal working hours for those purposes.

#### 4. PRICES

4.1. The cost of the hiring of the Equipment shall be the cost as set out in the Quotation and shall be subject to VAT at the prevailing rate. THE MEDIA WORKSHOP shall have the right to adjust its price list for any increase in any costs of any kind arising for any reason after the commencement of the Hire Period.

4.2. Payment of all invoices are due by the Customer prior to collection of the Equipment

#### 5. EXTENSION OF HIRE PERIOD

Any extension to the Hire Period or addition to the Equipment hired by the Customer shall be agreed to in writing by THE MEDIA WORKSHOP and shall be invoiced separately and shall be subject to the then current price list of THE MEDIA WORKSHOP.

#### 6. TERMINATION

Without prejudice to any right or remedy of THE MEDIA WORKSHOP, this Contract may be terminated by THE MEDIA WORKSHOP forthwith by notice in writing to the Customer upon breach of the terms and conditions of this Contract by the Customer, in which event THE MEDIA WORKSHOP may demand the immediate return of the Equipment, together with compensation for any damages or loss suffered as a result of such breach.

#### 7. USE OF EQUIPMENT

The Customer undertakes to:

- 7.1. use and maintain the Equipment at all times strictly in accordance with the manufacturer's instructions and all user manuals, pamphlets and booklets provided by THE MEDIA WORKSHOP to the Customer and to comply with all safety instructions and regulations relating thereto;
- 7.2. only allow persons with appropriate qualifications and experience to use the Equipment;
- 7.3. not use the Equipment on any hazardous assignment or in any high risk areas without the prior written consent of THE MEDIA WORKSHOP;
- 7.4. take all reasonable precautions to avoid loss or damage to the equipment;
- 7.5. not remove the Equipment from the territory of South Africa.

#### 8. DELIVERY, COLLECTION AND RETURN OF THE EQUIPMENT

- 8.1. The Customer shall collect the Equipment from THE MEDIA WORKSHOP's premises;
- 8.2. The person authorized to collect the Equipment on behalf of the Customer shall be deemed to have authority to bind the Customer in signing any agreement with THE MEDIA WORKSHOP on behalf of the Customer;
- 8.3. If the Customer fails to collect or take delivery of the Equipment or any part thereof on the Commencement Date, THE MEDIA WORKSHOP shall be entitled upon written notice to the Customer to terminate the Contract forthwith and claim from the Customer all damages and loss suffered as a result thereof.

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- 8.4. The Customer acknowledges that on signature of the Rental Collection Note, whether signed by the Customer, an employee, an agent or representative of the Customer, he has inspected and tested the Equipment and he is satisfied with its condition, quality, safety, suitability and correct functioning for his purpose and agrees no warranty, condition, description or representation on THE MEDIA WORKSHOP's part is given other than as may be contained in a written document signed by THE MEDIA WORKSHOP and the Customer's obligation to pay hire prices and otherwise comply with these Conditions of Hire shall continue notwithstanding any subsequent defect or breakdown of the Equipment.
- 8.5. The Customer shall be responsible for the return of the Equipment to THE MEDIA WORKSHOP's premises and handed to an authorized representative of THE MEDIA WORKSHOP upon expiration of the Hire Period or termination of the Contract. All costs incurred in or as a result of the return of the Equipment shall be borne solely by the Customer.
- 8.6. Any return note for the Equipment issued by THE MEDIA WORKSHOP at or after the end of the Hire Period shall not be evidence of the condition of the Equipment described in it.
- 8.7. On the return of the Equipment by the Customer, THE MEDIA WORKSHOP's technical team shall conduct a thorough inspection of the Equipment to ensure that the Equipment has been returned in the same condition as received by the Customer at the Commencement Date.
- 8.8. The technical team's report shall be forwarded to the Customer upon completion thereof and shall detail any loss or damage caused to the Equipment during the Hire Period. Such report shall constitute prima facie evidence of any loss or damage caused by the Customer to the Equipment during the Hire Period. The liquidated amount of the loss or damage to the Equipment shall be paid on demand by the Customer to THE MEDIA WORKSHOP. In the event of the Equipment being damaged beyond repair, then the loss will be in accordance with THE MEDIA WORKSHOP's then current replacement list price of the Equipment.
- 8.9. On the return of the Equipment, all data on the memory devices, including but not limited to hard drives, discs or tapes shall be deleted by THE MEDIA WORKSHOP.

## 9. INSURANCE

- 9.1. The Customer shall contribute the rate of 10% of the total cost of hire to THE MEDIA WORKSHOP for the cost of insurance, indemnifying THE MEDIA WORKSHOP and the Customer against physical loss of or damage to the Equipment during the hiring, on terms which are available from THE MEDIA WORKSHOP upon request. Those terms will exclude liability of the insurers for the stipulated excess of loss arising from each and every identifiable loss.  
The Customer will be liable to pay THE MEDIA WORKSHOP for the full excess amount on demand, which excess will be a minimum of R 5,000.00. The excess will be calculated as 20% of the claim for each and every loss due to theft or accidental damage and 10% of the claim in respect of every other loss.
- 9.2. Such indemnifying of the Customer is subject to the terms, exclusions, and conditions of the policy of such insurance and to the Customer complying with all the terms and conditions of this Contract. The exclusions include the insurer not being liable for:
  - 9.2.1. Loss of or damage to Equipment resulting from or caused by:
    - 9.2.1.1. Theft from unattended vehicles;
    - 9.2.1.2. Its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
    - 9.2.1.3. Inherent vice, latent defect, vermin, insects, shrinkage, evaporation, loss of weight, rust contamination, mildew, or leakage of contents, unless caused by a peril not otherwise excluded;
    - 9.2.1.4. The dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others;



- 9.2.1.5. Detention, confiscation or requisition by customs or other officials or authorities, shortage of inventory or any unexplained loss or mysterious disappearance.
- 9.2.2. Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
- 9.2.3. Mechanical, electronic or electrical breakdown, failure, breakage or derangement;
- 9.2.4. Loss of or damage to goods consigned under a bill of lading;
- 9.2.5. Absconson.
- 9.3. Notwithstanding the terms, exclusions, and conditions of the policy of the insurer, the Customer agrees that it is a term of this Contract that the Customer will not have a claim for insurance in the event of the physical loss of or damage to the Equipment during the hiring being as a result of the Customer's unprofessional use or deficiency in the technical use and knowledge of the Equipment or gross negligence.
- 9.4. The Customer will be liable to pay THE MEDIA WORKSHOP the full replacement cost of the Equipment in the event of the insurer repudiating the claim, which amount will be in accordance with THE MEDIA WORKSHOP's then current replacement list price of the Equipment.
- 9.5. Should the Quotation not specify an amount for the Customer's contribution to the cost of insurance, the Customer shall be solely responsible for insuring the Equipment against any loss or damage of the Equipment during the Hire Period, for any reason whatsoever.
- 9.6. The Customer agrees:
- 9.6.1. not to do, suffer or admit any act, matter or thing which may prejudice any policy of insurance effected by THE MEDIA WORKSHOP for the benefit of THE MEDIA WORKSHOP and the Customer;
- 9.6.2. to immediately notify THE MEDIA WORKSHOP and the Police where necessary and take any practicable steps towards discovery and recovery in the event of theft and, as soon as practicable, provide to THE MEDIA WORKSHOP a full written report of the circumstances of any loss or damage with any particulars or evidence as is reasonably required by THE MEDIA WORKSHOP.
10. LOSS, DAMAGE AND LATE RETURNS
- Notwithstanding the provisions of clause 9, should any Equipment while at the risk of the Customer be lost, destroyed, damaged or returned after the Hire Period, the Customer will be liable to pay to THE MEDIA WORKSHOP the following on demand:
- 10.1. any expenditure THE MEDIA WORKSHOP may incur by reason of tracing or endeavouring to trace the whereabouts of or retaking or attempting to retake possession of the Equipment including, but without limiting the generality of the foregoing, any moneys paid by THE MEDIA WORKSHOP in releasing any lien claimed over the Equipment and any repairs to the Equipment;
- 10.2. the loss of hire charges, which charges will not exceed 13 weeks hire;
- 10.3. storage charges for the Equipment;
- 10.4. the replacement cost of the Equipment in the event of loss, which amount will be in accordance with THE MEDIA WORKSHOP's then current replacement list price of the Equipment.



## 11. DEPOSIT

- 11.1. As security for the hiring and use of the Equipment for the Hire Period, the Customer shall at the election of THE MEDIA WORKSHOP make payment to THE MEDIA WORKSHOP of a refundable deposit as set out in the Quotation of the value of the Equipment. The full refund of the deposit shall be conditional upon THE MEDIA WORKSHOP not suffering any loss or damage to the Equipment during the Hire Period.
- 11.2. The Customer shall on demand pay THE MEDIA WORKSHOP such amount/s as THE MEDIA WORKSHOP may from time to time in its absolute discretion require as security for hire charges for any period of the hiring and the return of the Equipment not covered by sums previously paid as security.
- 11.3. The balance of any sums to be paid by the Customer shall be refunded after all liabilities of the Customer to THE MEDIA WORKSHOP have been satisfied in full.

## 12. NOTICE OF DEFECT

- 12.1. The Equipment shall be deemed to be in good repair and condition in accordance with the Conditions of Hire and to the Customer's satisfaction upon collection or delivery thereof, as the case may be.
- 12.2. Any alleged defect shall be notified by the Customer in writing to THE MEDIA WORKSHOP within 40 hours of the receipt of the Equipment or, in the case of any defect which is not reasonably apparent on inspection, within 1 day of the defect coming to the Customer's attention and in any event not more than 3 days from the date of receipt of the Equipment.
- 12.3. THE MEDIA WORKSHOP shall have no liability with regard to any claim in respect of which the Customer has not complied with the Conditions of Hire.
- 12.4. The Customer shall not allow any technician to do any repair work upon the Equipment without THE MEDIA WORKSHOPS prior written consent in which event the Customer shall not have any authority to create any lien or charge upon the Equipment and the Customer shall give notice of this provision to any technician before such technician does any repair work upon or service of the Equipment

## 13. INDEMNITY AND LIMITATION OF LIABILITY

- 13.1. The Customer hereby indemnifies THE MEDIA WORKSHOP, its respective officers, directors, employees, shareholders, agents and representatives and holds them harmless against all and any claims, actions or proceedings of whatsoever nature made or instituted by any third party in respect of any liability or liabilities (including any contingent liabilities) relating to or arising out of the hiring of the Equipment in terms of this Contract or the operation of the Equipment.
- 13.2. The Customer shall at all times and in all respects indemnify THE MEDIA WORKSHOP in respect of all actions, proceedings, costs claims, and demands whatsoever brought by any person for the death of or injury to any person/s other than death or injury due to the negligence of THE MEDIA WORKSHOP or damage to property caused by or arising out of the use of the Equipment in any manner whatsoever whether such liability arise under statute or common law howsoever.
- 13.3. THE MEDIA WORKSHOP shall not be liable to the Customer for any damage, loss or destruction howsoever caused, which shall include but not be limited to transportation of the Equipment, use of the Equipment, instances where the solid state memory, hard drives, discs, tape or any form of media fails to render the results required, expected, stipulated or contracted for by the Customer or, its agents or any third party either within the time period as required, expected, stipulated or contracted for by the Customer or, its agents or any third party at all, trans-coded files not rendering the results required, expected, stipulated or contracted for by the Customer or, its agents or any third party either within the time period as required, expected, stipulated or contracted for by the Customer or, its agents or any third party at all,





data loss in part or partial or corruption of solid state memory, hard drives, laser discs, tape or any form of media.

#### 14. CANCELLATION

If the Customer purports to cancel this Contract (whether prior to or during the Hire Period) or fails to accept delivery of the Equipment for any reason whatsoever, the Customer shall pay THE MEDIA WORKSHOP by way of liquidated damages the full amount of the total hire price payable for the Hire Period and any discount granted to the Customer in terms of the Quotation shall be forfeited. Such payment shall be made without prejudice to any other right or remedy of THE MEDIA WORKSHOP under this Contract.

#### 15. SURETY

The person signing the Quotation on behalf of the Customer ("the Surety") does hereby bind himself/herself jointly and severally with the Customer as surety and coprincipal debtor, in favour of THE MEDIA WORKSHOP for the due fulfillment of any and all obligations of the Customer to THE MEDIA WORKSHOP, arising out of this Contract. The Surety hereby renounces the benefits of excussion and division, and the benefits of cession of action, "non numeratae pecuniae", "non causa debiti", "revision of accounts and no value received, the full meaning and effect of which he/she declares to understand and accept.

#### 16. AUTHORITY TO CONTRACT

If the person signing the Contract is not the Customer he warrants that he/she has the authority of the Customer to enter into this Contract on the Customer's behalf and shall indemnify THE MEDIA WORKSHOP against all losses, damages, actions, proceedings, costs, claims, or demands whatsoever suffered or incurred by THE MEDIA WORKSHOP as a result of the lack of such authority.

#### 17. NON-ASSIGNMENT

The Customer shall not assign this contract or rehire or part with possession of any of the Equipment without THE MEDIA WORKSHOP's written consent.

#### 18. GOVERNING LAW AND JURISDICTION

The laws of the Republic of South Africa shall govern this contract, its implementation and interpretation and any arbitration or litigation arising out of or in relation to this Contract shall be conducted in Cape Town, South Africa.

#### 19. OTHER TERMS

19.1. During all times the Equipment is in the actual or constructive possession of the Customer, THE MEDIA WORKSHOP, its agents or employees may inspect the Equipment, enter upon any premises where the Equipment is being stored or used, and if it is found that the Equipment is being misused, abused or not being used in accordance with clause 7 hereof, repossess the Equipment or any part thereof prior to the expiration of the Hire Period.

19.2. The Customer acknowledges that he is not entitled to grant possession of the Equipment to any other person or company and is not entitled to hire the Equipment to any other person or to assign this Contract to any other person.

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19.3. These Conditions of Hire are available on THE MEDIA WORKSHOP's website at [www.themediaworkshop.co.za](http://www.themediaworkshop.co.za).

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

<b>Signature:</b>	<b>Full Name:</b>	<b>Position:</b>
<b>Physical Address:</b>		
<b>Who warrants that he/she has authority to sign on behalf of the customer and who also signs in his/her personal capacity as surety and co-principal debtor with the Customer in favour of THE MEDIA WORKSHOP as stipulated above.</b>		

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