



TERMS AND CONDITIONS

GENERAL

- The following terms and conditions IS governed by South African law.
- The client consents to Smart Staging Solutions making inquiries about the client's credit record with a credit reference company and any other party to confirm the relevant details. Regular updates regarding how the client manages their accounts, including their failure to meet agreed terms and conditions may also be provided by Smart Staging Solutions to credit reference companies.
- All quotations are valid for a fourteen (14) days period only.
- All quotations and orders are subject to standard terms and conditions of business.

ADDRESSES AND NOTICES

- Client supplied address on client quotation form shall be regarded as official address where notices may be given and documents and legal proceedings may be served.
- Client must notify Smart Staging Solutions in writing immediately if it's chosen address changes.
- Any notice to Smart Staging Solutions at:
BeachWood Industrial Centre
Beach Road
Woodstock
7925
Email: gigs@smartstagingolutions.co.za
Fax: 021 447 4052

CLIENT'S OBLIGATIONS

- Client shall ensure that all addresses of venues, job dates and equipment specifications are correct.
- Client shall provide access to the installation site. If proper access is not provided and installation is not completed client agrees that Smart Staging Solutions will not incur any liability for any delay as a result.
- Client shall provide 24 hours security for all equipment used by Smart Staging Solutions for the whole duration of the period equipment is supplied. The costs of security will be entirely for client's account.
- The client warrants that all relevant permits or permissions necessary to hold an event have been granted. Client furthermore confirms that Smart Staging Solutions shall in no way be required to apply or obtain any permit or permission from any authority or person whatsoever in order for it to comply with its obligations in terms of this Agreement.
- Client shall be responsible for any loss or damage to Smart Staging Solutions equipment after erection and installation on site until the equipment is removed by Smart Staging Solutions.
- Client is required to have a representative, medical personnel and electrician available on site when so required by Smart Staging Solutions. Should client fail to provide these personnel on request Smart Staging Solutions shall not be liable for any delay caused.



TERMS AND CONDITIONS

BREACH / CANCELLATION

- Should the client fail, refuse or neglect to make payment of any amounts due and payable in terms of the quotation, Smart Staging Solutions shall be entitled in addition to any other rights or remedies it might have in law, to:-
 - immediately cancel the Agreement on written notice;
 - remove its equipment without any hindrance by client;
 - Commence an action for damages.
- If this Agreement is cancelled by the client for any reason whatsoever, more than seven calendar days prior to the booked date, the deposit (if any) will be forfeited.
- If this Agreement is cancelled by the client for any reason whatsoever, less than seven calendar days prior to the booked date, the deposit (if any) will be forfeited to Smart Staging Solutions and the balance shall become due and payable by the client.

LEGAL PROCEEDINGS

- The client shall be liable for all costs incurred by Smart Staging Solutions in the recovery of any amounts or the enforcement of any rights which it has hereunder on an attorney and own client scale and costs of counsel as on brief whether incurred prior to or during the institution of legal proceedings or if Judgment has been granted in connection with the enforcement of such Judgment.
- Client consents that Smart Staging Solutions may sue in a Magistrate's Court, even if its claim against the client exceeds the courts jurisdiction.

PAYMENT

- Accounts are due and payable as described in the quotation and / or invoice.
- Payments are payable by the client to Smart Staging Solutions in cash, in SA currency without deduction or set off and free of any exchange.
- Interest shall be paid by the client on all overdue accounts at the rate of 2% per month.
- Any amount of whatsoever nature due by the client to Smart Staging Solutions shall be proved by way of a Certificate signed by a Director of Smart Staging Solutions, which Certificate shall constitute proof of the amount of the client's indebtedness.



TERMS AND CONDITIONS

WARRANTIES & INDEMNITIES

- No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise or whether they induced the contract or not, which are not set forth in this Agreement, shall be binding on Smart Staging Solutions, the client irrevocably waiving any right it may have to rely thereon.
- The parties agree that Smart Staging Solutions shall have no liability in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use, any of the equipment and services and whether or not occasioned by Smart Staging Solutions' negligence (gross or otherwise) or any act or omission on its part. For the purposes hereof, any reference to Smart Staging Solutions shall include its servants, agents or contractors or any other person for whose acts or omissions Smart Staging Solutions may be liable in law. Without limiting the foregoing, Smart Staging Solutions does not warrant that the equipment and services will be fit for the purposes for which they are to be used by the client (notwithstanding that the use of which the client intends to put the equipment and services is known to Smart Staging Solutions).
- The client shall have no claim of any nature whatsoever whether for damages, or omission of the contract price, cancellation or otherwise, against Smart Staging Solutions, its servants, agents or others on whose behalf Smart Staging Solutions will be liable, in respect of any loss or damage sustained by the client of any nature whatsoever or any damage caused to the assets of the client or assets kept on its premises by any third parties or in regard to the client's business or sustained by any of its customers, howsoever caused, (gross or otherwise), act or omission of Smart Staging Solutions, its servants, agents or others from whom it may be liable in law.