

Standard Terms & Conditions of Hire

1. HIRE OF GOODS AND SERVICES

- **Nomadik** goods and services include tent hire, rigging, décor, dance floors, turf protection and flooring and are subject to the terms and conditions of this Agreement.

2. QUOTE

- On receipt of an inquiry **Nomadik** will issue a quote.
- The quote is valid for **7 days** from day of issue and subject to a site inspection and availability of goods.
- The quote is based on using 1m pegs to anchor the tents. Other rigging techniques are quoted separately.
- Any changes to quotes must be made **in writing** (letter, email, and sms) and signed/acknowledged by both parties.
- On signature of the quote, the terms become binding.
- The **quote excludes** the costs for Engineer's report and any other permits needed by **the client** for the event.

3. DEPOSIT

- To secure the rental a 50% deposit is to be paid by **the client** on signature of the quote.

4. PAYMENTS

- **The client** must pay the balance (including Value Added Tax) 72 hours prior to the delivery of goods and services.
- Only cleared EFT payments, cash or bank guaranteed cheques will be accepted.
- Delivery of goods and services shall not begin until **the client** has paid the balance of payment reflects in our bank account.

5. CANCELLATION, NON-PAYMENT AND REFUNDS

- Should **the client** for any reason, cancel the hire of goods and services:
 - 7 days preceding the date of hire, the client will forfeit 100% of the deposit paid.
 - Up to 21 days preceding the date of hire, the client will forfeit 50% of the deposit paid.
 - 1 month preceding the date of hire, the client will be refunded the Deposit paid less expenses incurred by **Nomadik**.
- If the balance of payment is not received on due date **the client** shall forfeit 100% of the deposit paid.
- If **the client** does not fulfil any of its obligations, **Nomadik** may:
 - Cancel this agreement and retain the deposit, or
 - Grant the client a credit against future rentals, or
 - Use its discretion to compromise.

6. THE SITE, PERMITS AND ITS ACCESS

- **The client** must obtain all necessary **permits**, approvals, usage consent, licenses for access, installation and performance of Nomadik services on the site.
- Wherever possible, **Nomadik** will advise the client on the documentation needed.
- **The client** or its principal/s, its suppliers, and/or vendors will not hold **Nomadik** liable for damages or liabilities occurring as a result of the appropriate approvals not being obtained.
- **The client** will allow **Nomadik access** to the site, at reasonable times and by mutual consent to:
 - access and inspect the site
 - compile or amend a quote
 - deliver/collect all the goods and services as agreed
- **The client** must ensure that the site is:
 - Easily accessible to standard vehicles and has sufficient unloading space
 - Wherever possible, **Nomadik** will discuss and advise the client on site matters such as:
 - suitability of ground surface (firm and level)
 - underground cables, water pipes, irrigation systems
 - surface obstructions
- Should the site or its access not be suitably prepared as agreed **Nomadik** reserves its right to:
 - Re-quote the client, or
 - For safety or feasibility issues, cancel the agreement.

- After the goods have been removed, **the client** will restore the site at their own cost.
- Any damages claims against **Nomadik** will only be valid for a period of 7 days after the event. Claims submitted thereafter by **the client** will be repudiated and **Nomadik** will accept no further liability.

7. SUBSTITUTION OF GOODS

- **Nomadik** will attempt at all times to deliver the specified goods and services.
- In the unlikely event that **Nomadik** is unable to deliver the goods and services for reasons beyond its control:
 - **Nomadik** will inform the client prior to the event and erect or supply goods similar in size and specification to those referred to in the quote, or
 - inform **the client** of the cancellation of the Agreement and refund any deposit or other monies paid by the client, and
- In the above circumstance **the client** may not institute any claims against Nomadik.

8. CLIENTS DUTIES AND CARE OF NOMADIK'S GOODS

- **The client** agrees to:
 - take reasonable care of the Goods
 - only use them for their intended purposes
 - not to specifically interfere with their working mechanisms
 - take adequate and proper measures to protect the Goods from theft, damage and/or other risks;
 - not make alterations, move, de-erect (breakdown) the structure, or make structural changes to any of the **Nomadik** Goods in any way without the prior written consent of **Nomadik**;
 - not do or omit to do anything which will or may be deemed to invalidate any policy of insurance related to the Goods as notified to the client by **Nomadik**;
 - permit **Nomadik** at all reasonable times to **inspect** the Goods.
- **In the above circumstances (point 8) that the client is non-compliant, the client shall be responsible for:**
 - all expenses, losses (including Charges), and/or
 - all damages suffered and incurred by **Nomadik**.

9. RISK, INSURANCE AND OWNERSHIP

- Ownership of the Goods remains at all times with **Nomadik**.
- Risk in the Goods shall pass immediately to **the client** when they leave the physical possession or control of Nomadik.
- Risk shall remain with **the client** until such time as the Goods are back in the physical possession of **Nomadik**, even if **Nomadik** has agreed to cease charging for the Goods and Services.
- **The client** must keep the Goods free from legal attachment,
- In the case of the goods being lost, stolen or damaged beyond reasonable repair while in the possession of the client, **the client** shall pay to **Nomadik** the full replacement cost of any Goods **less** the amount paid to **Nomadik** under any policy of insurance taken out in accordance with this Agreement.

10. FORCE MAJEURE

- In the event of circumstances arising from adverse weather conditions, wind, rain, fire, flooding, industrial unrest or a Force Majeure (Act of God) occurring, **Nomadik** reserves all its rights to determine whether it is possible and/or safe and/or advisable to install the Goods and/or carry out the Services at the Site and/or allow the Goods to remain installed at the Site. This will be discussed and explained to the Client.
- In the above circumstance (point 10) **the client** shall:
 - be responsible for arranging their own event insurance.
 - not hold Nomadik liable for any delay, defective services, or non-performance under this Agreement as a result of a Force Majeure.
 - have no claim against Nomadik in respect of such cancellation
 - be responsible to arrange an alternative venue for the event
- In the above circumstance (point 10) **Nomadik** shall:
 - retain the right to cancel this agreement
 - be entitled to recover its reasonable costs incurred in attempting to install the Goods and/or carry out the Services in terms of this Agreement.



11. GENERAL

- Any change/s to this agreement may only be by mutual consent, signed and recorded in writing (letter, email or sms).
The parties choose the addresses set out in this Agreement for receiving legal documentation and this Agreement shall be governed by the laws of the Republic of South Africa.
Should any dispute, disagreement or claim arise one party shall invite the other in writing to a meeting to resolve the dispute amicably within seven (7) days from the date of the written invitation.
If the dispute has not been resolved by such negotiation, the parties shall submit the dispute to mediation administered by the Arbitration Foundation of Southern Africa (hereinafter referred to as AFSA), upon the terms and conditions set by AFSA.
In the absence of a separate contract signed by both parties, Nomadik standards terms and conditions will apply at http://www.nomadiktents.co.za/contactuspage. No other terms will apply.

BY SIGNATURE OF THESE TERMS AND CONDITIONS, THE CLIENT CONFIRMS TO HAVE READ, UNDERSTAND AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS AND BY THE QUOTE, WHICH ARE INCORPORATED IN AND FORM PART OF THE AGREEMENT.

Dated at _____ on the _____ day of _____ 20_____.

SIGNED:

For the Client
(Who warrants that he/she is duly authorised thereto)

NAME:

CAPACITY:

PHYSICAL ADDRESS:

POSTAL ADDRESS:

NB: ALL THE ABOVE MUST BE COMPLETED IN ORDER FOR YOUR BOOKING TO BE CONFIRMED.

