



Anchanè Décor

FULL TERMS AND CONDITIONS

General

1. **ANCHANE DÉCOR** (the lessor), rents the equipment described by the client (the lessee) invoice, which is subject to these terms and conditions.
2. The rented equipment remains the property of **ANCHANE DÉCOR**.
 - 2.1. The client will be held liable for any equipment lost or damaged, during the stipulated rental period, at a replacement price.
 - 2.2 **ANCHANE DÉCOR** 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.
 - 2.3 Further to the above **ANCHANE DÉCOR** 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, **ANCHANE DÉCOR** .
- 3.1 **ANCHANE DÉCOR** does not do set ups and breakdowns of any hired equipment: chairs, tables, décor, crockery, cutlery, linen, etc. unless arranged and quoted for
- 3.2 **ANCHANE DECOR** reserves the final right of interpretation of the use and terms of hire of its items.

Rental Period

- 4.1. The rental period is stated on the quotation or invoice.
- 4.2. Any additional period will be charged at the rates of the price list, until the equipment is returned by the client or collected by **ANCHANE DÉCOR**.

Booking and Payment

5. **To secure a booking, we require a minimum 50% non-refundable booking fee for orders over R2000. Orders bellow R2000 require full payment to secure booking, 50% of Total is non-refundable.**
 - 5.1.1 **In the event of an order over R2000.00 where a 50% booking fee is payable to confirm the booking, the balance of the full order price should be made 30 days prior to the delivery date, at the latest.**
 - 5.1.2 We accept EFT and cash payments only. **NO** cheque payments, cheque deposits, **NO** cash deposits nor future dated payments. PLEASE NOTE that 5% bank charges will be invoiced and deducted from refundable booking fee for any cash deposits made.
 - 5.1.3 **Proof of payment must be sent via the bank or via email to info@anchane.co.za**
 - 5.1.4.1 Payment must reflect in our bank account in order to be confirmed.order.
 - 5.1.4.2 No order will be processed without full payment.
 - 5.1.4.3 **ANCHANE DECOR** will not be held responsible for any discrepancies due client's failure to check their quote/booking before making payment.
 - 5.1.5 Items will not be delivered nor allowed to be pick-up by the client if the outstanding balance is not settled.
 6. A refundable booking fee is required to ensure coverage of any shortages or damages, should they occur. The amount of this booking fee will be returned within 14 days of the hired items have been checked and declared in good order. It is the clients' responsibility to email **ANCHANE DÉCOR** the banking details for the refundable booking fee.
 - 6.1. **Any shortages or damages will be deducted from the refundable booking fee, at the replacement price.**
 - 6.2. **If the shortage or damage exceeds the refundable booking fee, the client will be liable for the full amount. The balance is due for payment 2 days after client receives the shortages invoice.**
 - 6.2.1 Clients who do not settle their outstanding balances will be subject to being handed-over to a debt collector.
 - 6.2.1.1 Clients that have been handed-over to a debt collector are to make payments to the debt collector by the

stipulated date in order to avoid legal proceedings.

6.3.1 Alterations to quotes/bookings must be done in writing, via email, subject to 6.3.3.

6.3.2 Telephonic alterations will not be accepted nor considered.

6.3.3 No alterations to orders will be accepted 14 calendar days prior to the hiring date. Reductions to quantities will not be considered and no refund will be applicable 14 calendar days prior to the hiring date. Any increase to orders will be subject to availability.

6.4.1 Orders will not be released nor delivered without full client information: ID, Name Surname, two telephone numbers, postal and venue address, company registration number and VAT.

6.4.2 **ANCHANE DÉCOR** will not be held liable for clients who fail to comply with clause 6.4.1.

Delivery and Collection

7.1. **The client must collect and return the goods on the stipulated dates stated on the booking.**

7.1.1 **Items must be collected on the “Date Out” by 12:00.**

7.1.2 **Items must be return on the “Return Date” by 12:00.**

7.1.3 If the client does not return the entire order by 12:00 on the specified “Return Date”, a reasonable penalty fee will be deducted from the refundable booking fee which will depend on the specific circumstances of the hire and could result in the deduction of the entire refundable booking fee should the circumstances of the hire reasonably allow for same. The client also agrees to pay the full daily hire fee for the first additional day, and the full daily charge for each day thereafter until such time as all of the goods are returned

7.1.4 Clients will be charged the replacement cost for items not returned.

7.1.5 **ANCHANE DÉCOR** shall not be held liable for clients who fail to collect their orders within our trading times.

7.2 We deliver and collect at a fee, depending on the area and availability of transport, subject to clause 9.5.

7.2.1 **ANCHANE DÉCOR** reserves the right to decline transportation service. **ANCHANE DÉCOR** does not do transport of small items.

7.2.2 Transport fee is charged on the basis that items are delivered on the ground floor. An additional fee will be charged if items are required to be on a different floor level.

7.2.3 Any deliveries and or collections involving stairs, elevators, or paths with large obstacles that could prevent easy access to the drop-off location, or excessive distances from our truck will be billed at an additional rate.

7.2.4 Items must be ready for collection in the same place and manner they were 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.

7.2.5 Failure to comply with 7.2.4 the client will be charged an additional fee for breakdown of items and chairs.

7.2.6 Should the equipment not return in the same packaging as per 7.2.4, the client will be liable for the replacement cost of the packaging.

7.2.7 Delivery and Collection dates are stipulated on Quotes, Bookings, Contracts and Invoices. It is the Clients responsibility to ensure that the dates are correct and that items can be stored in a safe and sheltered place until collection, as per condition 11, 12, 13 and 14.

7.2.7.1 **ANCHANE DÉCOR** will not be held liable nor responsible for the client’s failure to inform about changes in Delivery and Collection dates and times. Clients will be subject to cancellation of the order without refund and/or penalties may be applicable.

7.3 **ANCHANE DÉCOR** cannot be held responsible for any damages incurred when clients use their own transportation or a courier company.

7.3.1 Clients will be held liable for any damages or losses occurred during their own transportation and or that of a courier company.

8. On delivery, the client or another person designated by the client, must check all the items and sign the delivery note.

8.1 Failure to sign the delivery note by the client or another person designated by the client, **ANCHANE DÉCOR** will not be held liable for any discrepancies, subject to clause 9.5

8.2 Clients have 24 hours after delivery or pick-up of goods to contact **ANCHANE DÉCOR** in writing via email for any discrepancies. Thereafter **ANCHANE DÉCOR** is under no obligation to neither rectify the mistake nor accept any discrepancies.

9. On collection, the client or another person designated by the client, must check all the items and sign the collection note.

9.1 Failure to sign the collection note by the client or another person designated by the client, the client will be liable for any damages or losses suffered when **ANCHANE DÉCOR** checks the collected items.

9.2 The client will be subject to **ANCHANE DÉCOR** checking the items collected or received from the client. Any discrepancies the client will be held liable.

9.3 If a client does not declare items missing, the client is subject to **ANCHANE DÉCOR** checking the items; clients will be held liable for shortages or damaged items.

9.4 If a client declares missing items, the client is still subject to **ANCHANE DÉCOR** checking the items and will be liable for the declared and undeclared missing and damaged items.

9.5 Final count of returned goods is done at **ANCHANE DÉCOR** warehouse premises. This is the only valid count of returned goods, including goods collected by **ANCHANE DÉCOR**.

10. Any changes to the agreed time and or date of delivery and or collection shall be subject to additional fees.

10.1 Normal transport fees apply from Monday to Friday. Extra charges for Saturday transport applies. NO

transport are done on Sundays and Public Holidays.

10.2 **ANCHANE DÉCOR** will not be held liable for late or non-delivery of goods as a result of a supervening impossibility.

10.3 **Please note that there is a fuel fee that will be added to your quote depending on the distance to and from the venue.**

10.4 **R5.00 per km will be charged, unless discussed otherwise.**

Care of Goods

11. Flower vases, cutlery, crockery and other glassware and catering equipment must be washed and placed in the containers provided.

11.1 Failure to comply with 11, the client will be charged a washing fee determined by **ANCHANE DÉCOR**

12. Linen should be dry and placed in plastic bags.

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

12.2 Linen that returns with excess wax that requires more than one washing, the client will be charged a washing fee.

13. All hired property of **ANCHANE DÉCOR**, including furniture, linen, carpets and décor, must be stored in a safe and sheltered location, when not in use.

13.1 Failure to comply with 13, the client shall be liable for any damages or losses suffered by **ANCHANE DÉCOR**.

14. Flower petals and other stainable products are not allowed to be used on carpets, linen and lounge furniture.

14.1 Failure to comply with 14, the client will be charged a washing fee and may be subject to paying the replacement cost of the damaged carpet, linen and or furniture.

15. All Lounge furniture is strictly for indoor use only. No outdoor use of Lounge furniture is allowed.

15.2 Transportation of all Lounge furniture is strictly done by **ANCHANE DÉCOR**.

Cancellation

16.1. Cancellation of an item:

16.1.1 50% of total amount of the item is non-refundable, subject to clause 16.2.2.

16.2. **Cancellation of entire booking:**

16.2.1. **50% of total amount of the booking is non-refundable on cancellation.**

16.2.2. **Thirty calendar days prior to pick or delivery (Date Out) of booking, ANCHANE DÉCOR shall be entitled to 100% of the booked amount.**

17. The client furthermore agrees to be liable for all the **ANCHANE DÉCOR** legal costs for the attorney/client scale, including collection commission, in respect of any proceedings instituted by **ANCHANE DÉCOR** for the recovery of any amounts owing by the client in terms of the agreement.

18. These terms and conditions are binding upon payment.

Flowers

19. Availability of flowers:

We Do not guarantee specific stem types. We will work with your wish lists and if available we will include your specified flowers / foliage's. However, if they are unavailable or of poor quality, we will use suitable alternatives which match closest to your requirements. All fresh flowers are subject to availability and undergo stringent quality checks. Please note that we are not liable for how the flowers deteriorate. We ANCHANE DÉCOR are not in control once fresh flowers have been placed and left for the event.

I _____ hereby read the terms and conditions of **ANCHANE DÉCOR** and fully understand them.

Name & Surname: _____

ID: _____

Telephone Number: _____

Telephone Number: _____

Address: _____

Venue Address: _____

Lessee Signature

