

**email:** cballot@blondproductions.co.za  
**cell:** 082 872 8294 | **fax:** 086 696 5844

19 Miracle Park,  
c/o Old Johannesburg and Lenchen Road,  
Centurion, 0157

[www.blondproductions.co.za](http://www.blondproductions.co.za)

## **TERMS AND CONDITIONS**

**For the purpose of these terms and conditions, the following word shall have the following meaning assigned to them unless the context indicates otherwise:**

### **“Delivery Note”**

Shall mean BLOND PRODUCTIONS delivery note to be signed by THE LESSEE on collection of the equipment or on delivery of the equipment by BLOND PRODUCTIONS;

### **“Equipment”**

Shall mean the sound equipment, the audiovisual equipment, the lighting equipment and any all-ancillary equipment hired to THE LESSEE by BLOND PRODUCTIONS;

### **“THE LESSEE”**

Shall mean the person, juristic or natural, contracting with BLOND PRODUCTIONS for the provision by BLOND PRODUCTIONS of the Services and/or the hire of the equipment;

### **“Services”**

Shall mean the production and function management services which shall be provided to THE LESSEE by BLOND PRODUCTION whether those services are provided by bona fide employees of BLOND PRODUCTIONS or otherwise;

## **1. ACCEPTANCE**

BLOND PRODUCTIONS equipment and/or services are hired subject to the following terms and conditions unless modified in writing by a duly authorized representative of BLOND PRODUCTIONS. Signature of the Agreement, Quotation and/or the Delivery note by THE LESSEE or THE LESSEE'S duly authorized representative, shall constitute acceptance of these terms and conditions. If this document is not signed and THE LESSEE continues with the service BLOND PRODUCTIONS accept that all terms and conditions hereof are agreed upon.

## **2. CANCELLATIONS**

If in the event that THE LESSEE cancels / terminates the agreement / quotation, the following charges will apply:

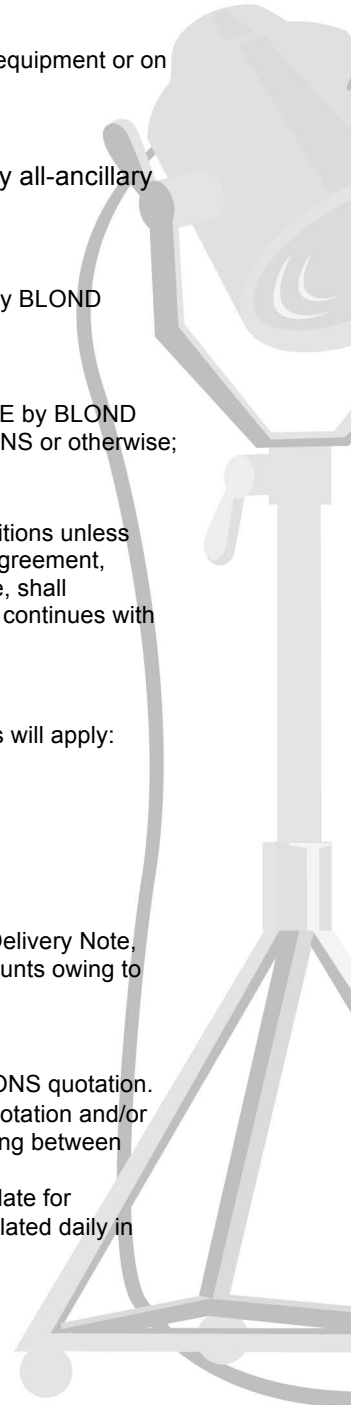
- 30 Days prior to the event - 20%
- 15 Days prior to the event - 50%
- 72 Hours prior to the event - 100%

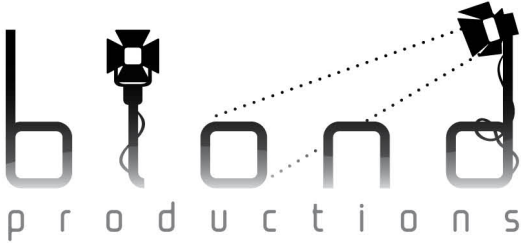
## **3. JOINT AND SEVERAL LIABILITY**

Each authorized representative of THE LESSEE, upon signing the Agreement, Quotation and/or the Delivery Note, shall together with THE LESSEE be a co-principal debtor and be jointly and several liable for any amounts owing to BLOND PRODUCTIONS in terms of these terms and conditions.

## **4. HIRE CHARGES AND PAYMENT**

- The equipment and/or services shall be hired out at the prices listed on BLOND PRODUCTIONS quotation.
- All hire charges, which are due and owing to BLOND PRODUCTION in terms of accepted quotation and/or invoice shall be paid C.O.D unless other payment arrangements have been agreed to in writing between THE LESSEE and BLOND PRODUCTIONS and accepted by BLOND PRODUCTIONS.
- BLOND PRODUCTIONS shall be entitled to charge interest on all amounts not paid on due date for payment at a rate which is 2% above the prime overdraft interest rate of ABSA Limited, calculated daily in arrears from the date it falls due until the date it is paid





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## 5. DELIVERY, COLLECTION AND RISK

- If THE LESSEE so requests and BLOND PRODUCTION agrees, BLOND PRODUCTIONS shall deliver the equipment to the premises indicated by THE LESSEE and shall be entitled to levy such delivery charges as BLOND PRODUCTIONS in their sole discretion deem fair
- THE LESSEE shall complete delivery of the equipment on signature.
- Delivery of the services shall be completed when provision of the Service has ceased.
- **Subject to clause 7 below, the risk damage to or theft of the equipment shall pass to THE LESSEE on delivery of the equipment to THE LESSEE**
- If THE LESSEE fails to take delivery of the equipment on the date agreed upon between the parties as the date for delivery, then the risk shall pass from BLOND PRODUCTIONS LESSEE immediately; and BLOND PRODUCTION shall be entitled to increase the hire charges payable by THE LESSEE to the extent that the period the equipment is hired out for, has been prolonged

## 6. MAINTENANCE OF EQUIPMENT

THE LESSEE shall:

- Keep and maintain the equipment in good order and repair at all times
- Not use the equipment for any purpose other, than that for which it was designed and hired; and
- Shall not alter or in any way tamper with the equipment, and shall only allow the authorized representatives of BLOND PRODUCTIONS to repair the equipment

## 7. THEFT OF OR DAMAGE TO THE EQUIPMENT

In the event of the equipment or a separate part thereof being lost, stolen or damaged in any way, THE LESSEE shall immediately notify BLOND PRODUCTIONS in writing of this and the notification shall be delivered by hand to BLOND PRODUCTIONS domicilium citandi et executandi.

***Should the equipment be lost, stolen or damaged in any way, BLOND PRODUCTIONS shall be entitled, without prejudice to any other rights it may have in law, to terminate the agreement forthwith; provided always that THE LESSEE shall be obliged to pay to BLOND PRODUCTIONS the amount which is advised by BLOND PRODUCTIONS as being the cost of replacing and/or repairing the equipment, within 7(seven) days of written notification by BLOND PRODUCTIONS.***

## 8. CESSION

THE LESSEE shall not cede, assign, make over or alienate he/she/its obligations or any of he/she/its rights granted herein without the prior written consent of BLOND PRODUCTIONS.

## 9. ACCESS TO EQUIPMENT

BLOND PRODUCTIONS reserves the right of access to the equipment at all reasonable times during the currency of this agreement, either personally or through its appointed agents and/or representatives, for the purpose of inspecting and/or replacing any part or parts of the equipment. Should the equipment be located on premises which are not owned by BLOND PRODUCTIONS, THE LESSEE undertakes to do all such things as may be necessary to enable BLOND PRODUCTIONS to obtain access to the equipment.

## 10. EXCLUSION OF LIABILITY

In no event shall BLOND PRODUCTIONS be liable for any consequential loss or damage injury which may be sustained by THE LESSEE or a third party for any reason whatsoever, in particular, BLOND PRODUCTIONS shall not be liable for damages arising from:

- Electrical failure of the equipment
- Lack of an electrical power source at the venue where the services or the equipment are employed.
- Incompatibility of the sound and lighting system and or audiovisual system.
- Damage to the equipment caused by the performing artist, members of the public, any contractor of THE LESSEE and other persons not in the employ of BLOND PRODUCTIONS, whilst the equipment is being used for performance, or during installation and dismantling for such performances.
- Confiscation of the equipment by Customs Officials or the police, or for any interference by such persons.
- The inability of BLOND PRODUCTIONS or their sub-contractors to gain timeous entry into the premises where the equipment is to be delivered or the services provided

CVCB EVENTS (PTY) LTD t.a. Blond Productions

REG. No 2002/030639/07

Directors: Christiaan Ballot (N.DIP. (E.T)), Vivian Roux (N.DIP. (E.T))

TPSA Registered Member



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- BLOND PRODUCTIONS inability to perform under this agreement due to contingencies beyond its control, including but not limited to acts of God, flood, wars, sabotage, hijackings, labour disputes or shortages, government laws, ordinance, rules and regulations and accidents of any kind.

**THE LESSEE hereby holds harmless and indemnifies BLOND PRODUCTIONS from all liabilities, costs and damages caused by or arising from BLOND PRODUCTIONS caring out any of its obligations in terms of this agreement.**

### 11. LEGISLATION AND REGULATION

THE LESSEE shall, in the utilization of the equipment, conform with all Government legislation and with any regulations promulgated there under in the Republic of South Africa in force from time to time, in respect of the equipment or the use to which the equipment shall be put under this agreement.

### 12. LEGAL COSTS AND JURISDICTION

- THE LESSEE agrees that it shall be liable for all legal costs incurred by BLOND PRODUCTIONS, on the scale of an attorney and client, including collection commission and other charges, and/or damages suffered by BLOND PRODUCTIONS as a result of the breach by THE LESSEE of any of these terms and conditions.
- BLOND PRODUCTIONS shall be entitled in its sole discretion, to institute legal proceedings against THE LESSEE arising from these terms and conditions at any Court having jurisdiction, notwithstanding that the value of the claim in dispute may exceed the jurisdiction of a Magistrate's Court.

### 13. GENERAL

- BLOND PRODUCTIONS hereby chooses its domicilium citandi et executandi for all purposes at: **19 Miracle Business Park, Cnr. Old Johannesburg Rd & Lenchen Ave, Centurion.** THE LESSEE chooses he/she/its domicilium citandi et executandi for all purposes, at the physical address recorded on the Agreement, Quotation and/or Delivery note.
- No relaxation which BLOND PRODUCTIONS may give at any time whatsoever in regards to the carrying out of any of THE LESSEE'S obligations in terms and conditions, shall prejudice any of BLOND PRODUCTIONS rights, or be regarded as a waiver of any of BLOND PRODUCTIONS right in terms of these terms of these terms and conditions.
- ***In the event of any conflict between the terms of any order placed by THE LESSEE, the Terms and Conditions shall apply. These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.***

This Agreement thus concludes whereby the LESSEE agrees and understands these terms and conditions as stated above. The LESSEE confirms and agrees that this agreement is valid even if it is not signed.

Signature of LESSEE \_\_\_\_\_

Date \_\_\_\_\_

