

Terms and Conditions

Purchase

1. “Client” means the purchaser of the structure from Supplier.
2. “Premises” means the identified Client premises or other location where the structure has been or will be delivered and set-up.
3. “Structure” means the customised permanent structure specified in Supplier’s Quotation or otherwise as ordered from Supplier by Client, and includes any structures ordered at a future date.
4. “Supplier” means RSVP cc t/a Sensation Lab, or its assigns or successors-in-title.
5. All structures provided by Supplier to Client are subject to the terms and conditions stated herein. Client is deemed to accept these terms on placement of an order with Supplier.
6. Prices are quoted exclusive of VAT, and are subject to increase to such extent as Supplier may consider reasonable having regard for any change in Client’s delivery address, requisite transport and associated accommodation charges, increased price of materials and consumables, exchange rate fluctuations or any duty or levy.
7. Supplier quotations are valid for 14 days from date of the quote.
8. Terms of payment are 50% deposit on placement of the order, 50% one week before date of delivery, unless otherwise agreed in writing by Supplier.
9. Any outstanding amounts due and payable by Client to Supplier will incur 2% per month, compounded monthly.
10. Client is not entitled to withhold payment from Supplier for any reason, including but not limited to set-off or counterclaim.

11. Time is not of the essence and delivery dates are approximate only and are subject to delay, including for causes that may be outside of Supplier's control, such as delayed supply of materials, strike, inability to access the Premises, or acts of God. Under no circumstance is Client entitled to withdraw from or terminate any order because of any delay in delivery, nor have any claim against Supplier arising from late delivery.
12. Client may not cancel its order, including if, after having received the structure, it subsequently transpires that the structure is unacceptable to Client for any reason unrelated to Supplier's reasonable workmanship.
13. Supplier will take precautions to ensure that the structure provided is in accordance with the specifications detailed in the Quotation. However, it is Client's responsibility to determine whether the structure is suitable for the intended use. Supplier will not be liable should the structure in any way be partially or wholly incorrect or inapplicable for the intended use or environment.
14. Where the structure is delivered and set-up on a permanent basis, ownership in the structure remains with Supplier and only passes to Client when all amounts due by Client to Supplier have been paid, notwithstanding delivery of the structure to Client.
15. Risk in and to the structure passes to Client on delivery.
16. Supplier shall own all copyright in customised designs of structures, and is entitled to take photographs of the finished structure, including after set-up on the Premises.
17. Client undertakes to liaise with, as applicable, the owner, landlord, tenant, occupant or other person/s to arrange access to the Premises, procure the requisite consents, and make necessary arrangements for Supplier to effect set-up. Client agrees that delivery of the structure to the Premises will constitute valid delivery.
18. Client will advise Supplier of any information that is material to the set-up of the structure, including the exact required positioning of the structure, the positioning of any electrical wiring, plumbing, and trunking in the vicinity of the installation, and any other information that may reasonably impact positioning, set-up and method of set-up.
19. Supplier is responsible for: design and manufacture of the structure; delivery; set-up; structural engineer check; and if applicable, break-down and collection.

20. Supplier is not responsible for: design and approval of building plans; council approvals; drainage; plumbing; electrical wiring; tiling; any other building work required by Client in setting up the structure; or any requisite indemnity clauses or notices.
21. Client undertakes to ensure that all relevant doors are locked and all valuables and other sensitive items are removed whilst set-up takes place. If same is not possible, Client will ensure a competent person is present for the duration of the set-up. Supplier cannot be held responsible for any breakages, theft or other losses.
22. If break-down and collection is required, Client will ensure Supplier has access to the Premises on the agreed date, and that a competent person is present. Supplier will remove the structure and conduct a general tidy-up of the Premises, However, all make-good of the Premises remains the Client's responsibility. Client understands and accepts the risk that tiles, paving and garden may be damaged in the set-up / break-down process.
23. All structures are covered against workmanship defects for 3 (three) months from date of delivery. Such warranty is limited to repair or replacement of the structure, in the Supplier's discretion, and excludes wear and tear, or damage caused by Client, third parties, pets, environmental incidents or acts of God.
24. The structure will remain movable property notwithstanding the means of installation. There is no intention that the structure accedes to and become one with the Premises. Client will, as applicable, notify the lessor of the Premises of Supplier's ownership of the structure, and indemnifies Supplier should Client fail to appropriately give notification. Provided that, if delivery and set-up in on a permanent basis, this clause will cease to have application once payment has been made in full.
25. Client will not, without the prior written consent of Supplier, sell, alter or otherwise change or dispose of possession of the structure or any interest therein. Provided that, if delivery and set-up in on a permanent basis, this clause will cease to have application once payment has been made in full.
26. Supplier will not be liable to Client or any other person for any direct or consequential damages or any loss of profit of any nature that Client may suffer for any reason. Client indemnifies Supplier in this regard. Without derogating from this clause, any liability on the part of Supplier will be limited to the total amount quoted by Supplier for the structure in question.
27. A certificate by any staff member of Supplier (whose appointment need not be proved) as to the amount of Client's outstanding indebtedness to Supplier will be prima facie proof of the contents and correctness thereof for the purpose of any proceeding.

28. If Client defaults and remains in default for fourteen days after receipt of written notice calling upon Client to remedy such default, Supplier may, elect to either claim immediate payment of all amounts, whether due or not, or terminate this agreement, take possession of the structure, and claim compensation for any loss suffered by Supplier.
29. If Supplier institutes legal action against Client, Client agrees to pay all collection and legal costs on the scale as between attorney and own client, together with tracing fees and collection commission.
30. Client nominates the Premises as its domicilium citandi et executandi, or such other street address as advised by Client in writing.
31. No relaxation or indulgence granted by Supplier shall be deemed to be a waiver of any of the terms and conditions set out herein.
32. These terms constitute the whole agreement. No addition or variation shall be of effect unless in writing and signed by the parties.
33. This agreement will be governed by South African law.