

MASTER RENTAL AGREEMENT

1 ■ TERMS AND CONDITIONS

- 1.1 The Dressing Room hereby agrees to let the Garments to the Client from time to time on the terms and conditions set out in this Agreement.
- 1.2 The Client wishes to hire the Garments in accordance with the provisions of this Agreement.
- 1.3 Rental of Garments will at all times be subject to the availability of the specific items required during the rental period requested by the Client.
- 1.4 The Client acknowledge that ownership of the Garments will at all times remain that of The Dressing Room and the Client shall not sell, encumber or in any way part with possession of or deal with the Garments other than as specifically provided for in this Agreement.

2 ■ DURATION AND RENTAL PERIOD

- 2.1 The appointment of the Service Provider shall be effective from the Signature Date and shall continue until either Party terminates this Agreement by giving the other Party 7 (seven) days' written notice or if this Agreement is terminated in accordance with the provision of 7 below.
- 2.2 The rental period of a specific item commences on the earlier of the date reserved by the Client to be collected from The Dressing Room and the date actually collected, and terminates on the Return Date.
- 2.3 The Client will be responsible for additional rental charges if the rented items are not returned within the agreed rental period. The late charges will be calculated at the weekly rate in accordance with 5.1.3 for each week or part week from the due date of return to the Return Date.

3 ■ GARMENTS RENTAL PROCEDURES

- 3.1 The standard rental period is for a minimum of one week with discount available for long term rental as provided for from time to time.
- 3.2 The Client may reserve specific items by placing the items on the reservation rail for a maximum period of 24 (twenty four) hours. The items will be return to the normal rails subsequent to the expiry of the reservation period.
- 3.3 The Client may rent Garments for fitting purposes for a period of 3 (three) days at such rental as provided for in this Agreement.
- 3.4 The Client is responsible for the collection and delivery of the Garments from and to the business premises of The Dressing Room.

4 ■ CONSIDERATION AND PAYMENT

- 4.1 The rental fees payable in consideration for the rental of Garments is equal to 20% of the retail value stipulated on the tag attached to the Garments for hire but which

amount shall exclude VAT. The fee is further calculated with reference to the rental period as follows –

- 4.1.1 Reservation Period of 24 (twenty four) hours at no charge;
 - 4.1.2 Rates for Fitting Purposes at 10% of the tagged value for a 3 (three) day period; or otherwise negotiated
 - 4.1.3 Weekly rates at 20% of the tagged value; and
 - 4.1.4 Additional period rates at 10% of the tagged value for every week or part there of.
- 4.2 The Client agrees to provide The Dressing Room with a holding cheque duly signed and made out to The Dressing Room Fashion for Hire CC but left blank as to the amount payable on presentation, as security for the return of the Garments in good condition and which may be used to cover the event of lost or damaged Garments and the costs in respect of laundry or dry cleaning charges.
 - 4.3 The Dressing Room will be entitled to complete and deposit the holding cheque by inserting the amount determined in accordance with the provisions of 2.3, 5.3 and/or 5.5, if the Client does not pay the relevant amounts provided for when demanded.

5 ■ CONDITION AND DAMAGES TO GARMENTS

- 5.1 The Client acknowledges that the Garments are in good repair and condition and assumes all responsibility from the date of collection for loss and or damage to the Garments from any cause whatsoever. The Client undertakes to immediately notify The Dressing Room if any loss or damage is caused to the Garments.
- 5.2 The Client undertakes, subject to 6.3, to return all Garments in the same condition in which it were received, including hangers, garment bags and storage containers, and specifically undertakes that it shall not alter, dye, paint or change the Garments in any way without the written consent of one of the members of The Dressing Room.
- 5.3 The Dressing Room will assess the condition of the Garments on the return thereof and shall in its own discretion determine the laundry and dry-cleaning requirements in respect of the Garments. The Dressing Room will invoice the Client at its standard the laundry and dry cleaning rates which will be available on request.
- 5.4 The Client agrees to indemnify and hold harmless The Dressing Room if the Garments are not in the same condition and the Client shall pay the cost of repairs as determined by The Dressing Room in its sole discretion to be necessary to maintain the rented items in as good state as it was when received from The Dressing Room. Damage includes tearing, burning, excessive make-up, removal of buttons, medallions, badges or any kind of trim or material.
- 5.5 In the event of loss of possession or severe damage to the

Garments the Client agrees to pay The Dressing Room 200% of the tagged retail value of the relevant Garments. The aforementioned surcharge must be paid on the Return Date.

5.6 The Dressing Room or any person duly authorised by The Dressing Room shall be entitled to at all reasonable times inspect the Garments and for the purpose of carrying out the inspection to have access to the premises at which the Garments are stored.

6 ■ TERMINATION

- 6.1 In the event of any of the Client committing a breach of any of the terms of this Agreement The Dressing Room shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice, claim and recover damages from the Client.
- 6.2 Upon termination of this Agreement the Client shall immediately deliver any Garments in its possession to The Dressing Room failing which The Dressing Room may collect the Garments, the collection cost to be for the account of the Client and pay any amount payable under this Agreement including but not limited to the costs as provided for in 5.4 and 5.5.

7 ■ INDEMNITY

- 7.1 The Client indemnifies The Dressing Room and holds it harmless against any loss, liability, damage or expense suffered or incurred by The Dressing Room (and all costs reasonably incurred in connection therewith, including legal costs on an attorney and own client scale) which arise out of or are connected in any manner whatsoever with this Agreement, which shall include, without limiting the generality of the aforesaid, any act or omission on the part of the Client and/or its employees and/or any negligence on the part of the Client and its employees.
- 7.2 The Dressing Room shall not in any way be liable for any loss or consequential loss suffered by the Client and arising directly or indirectly by reason of force majeure, namely circumstances beyond the control of The Dressing Room which shall include acts of God, fire, flood, civil commotion, acts of local government and parliamentary authority, breakdown of power supplies and of communication lines.

8 ■ ARBITRATION

In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the Parties shall forthwith meet to attempt to settle such

dispute or difference, and failing such settlement within a period of thirty (30) days, the said dispute or difference may be submitted to arbitration on an informal basis in accordance with the provisions of the Arbitration Foundation of Southern Africa, which arbitration proceedings shall be held at Cape Town or such other place as the Parties may agree.

9 ■ NOTICES AND DOMICILIA

- 9.1 The Client chooses as its domicilia citandi et executandi the address set out in the Schedule for all purposes arising out of or in connection with this Agreement at which address all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Client.
- 9.2 Any notice given in terms of this Agreement shall be in writing and shall -
 - 9.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 9.2.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) day following the date of such posting;
 - 9.2.3 if transmitted by facsimile be deemed to have been received by the addressee on the day following the date of dispatch, unless the contrary is proved.
- 9.3 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by the Client from The Dressing Room including by way of facsimile transmission shall be adequate written notice or communication to The Dressing Room.

10 ■ GENERAL

- 10.1 No alteration, cancellation, variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by all Parties to this Agreement or their duly authorised representatives.
- 10.2 This Agreement cancels and supersedes the terms and conditions of all prior negotiations and agreements between the Parties.
- 10.3 This document contains the entire Agreement between the Parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 10.4 No indulgence, leniency or extension of time which any Party may give or allow to the other Party in respect of the performance of any obligation hereunder, shall in any way prejudice the Party giving or allowing the indulgence, leniency or extension or preclude such Party from exercising any of its rights an enforcing the obligations of the other Party in terms of this Agreement.

theDressingRoom thanks you for your cooperation.