

TERMS AND CONDITIONS

1. The Applicant will be held responsible for the conditions thereof whilst in their possession. Should damage or loss occur, the Applicant will be liable for the repair or replacement value should total loss occur. **NB: Client must secure sheds to surface to avoid wind damage!**
2. No equipment will be rented overnight unless the area where the equipment will be stored is a covered, guarded or locked facility, which is the responsibility of the Applicant. If any equipment should get stolen or damaged the applicant will be responsible for the loss or damage of the equipment.
3. The Applicant agrees that each shed, toilet or plant was in good and satisfactory condition at the time of delivery unless defects are specifically noted and reported at time of delivery. The Applicant shall be held liable for all damages (except wear and tear) and loss occurring to each shed, toilet, or plant whilst in possession.
4. Shed(s), toilet(s) and plant are leased without any warrant whatsoever as to their condition and the Applicant hereby indemnifies and holds Coastal Toilet & Hut Hire (PTY)LTD harmless against any claim which may arise after delivery of the shed(s), toilet(s), and/or plant from Coastal Toilet & Hut Hire (PTY) LTD's depot.
5. The Applicant shall ensure that the shed(s) or is/are empty, accessible and ready for collection. If the transport vehicle is delayed at the collection site for any reason whatsoever, standing time will be charged.
(b) If the transport vehicle is unable to collect or deliver a shed, toilet or plant at the site, which result in a further collection or delivery trip, a futile-trip charge will be raised, which will be the same cost as the delivery or collection cost.
(c) On termination of the lease, the Applicant must ensure that the rented item(s) is/are properly vacated, readily accessible and recoverable. The Applicant indemnifies Coastal Toilet & Hut Hire (PTY) LTD against all claims for damages or loss incurred as a result of the removal of the rented item(s) from the relevant site.
6. **Rental, delivery, service charges and deposits are payable in advance before delivery directly into the bank account of Coastal Toilet & Hut Hire (PTY) LTD. The order form & the deposit slip together with the original form must be faxed 086 660 1716 OR cth@coastalhire.co.za.**
7. Notwithstanding any agreement to the contrary payments of any amount due in terms hereof must be made upon completion of the hire of sheds, toilets or plant.
8. The Applicant undertakes to pay legal expenses incurred in connection with the recovery of any amount due to the Applicant (as between attorney & Applicant) including all collection charges which may be payable in respect of collection of such amount, including but limited to all for recovery of any equipment of Coastal Toilet & Hut Hire (PTY) LTD.
9. **Coastal Toilet & Hut Hire (PTY) LTD is a member of Transunion ITC and overdue accounts will be handed over to them.**
10. Coastal Toilet & Hut Hire (PTY) LTD will be entitled to terminate all credit facilities at any time without prior notice to the Applicant in which event all further purchases shall be the discretion of Coastal Toilet & Hut Hire (PTY) LTD for cash, payment up front. It is recorded that termination of credit facilities shall not result in any liability for any loss or damages suffered by the Applicant.
11. The Applicant completely indemnifies Coastal Toilet & Hut Hire (PTY) LTD in respect of all claims by any person whomsoever for injury to person and/or damage to property caused by or connection with or arising out of use of any equipment, also any cost and/or charges related thereto.
12. If sheds, toilets and plant reserved by the Applicant are not available timeously the Applicant cannot hold Coastal Toilet & Hut Hire (PTY) LTD responsible for any losses suffered by the Applicant or their client or agent.
13. Coastal Toilet & Hut Hire (PTY) LTD have the right of access to any location where equipment may be for repossession if the Applicant contravenes any of these conditions. Charges incurred will be charged on the account of the Applicant.
14. In the event of plant rental, the Applicant undertakes at all times to ensure that oil and lubricant levels are maintained; no air filters will at any time be removed from any equipment; any extension cord used for any electrical will only be used in accordance with Coastal Toilet & Hut Hire (PTY) LTD's specifications.
15. **In case of shed, toilet rental, a five-day written notice for the termination of any period lease is required.**
16. Interest at current bank rates will be charged on all outstanding amounts.
17. **NB: Rental of sheds, toilets and containers are on a minimum 30 day basis**
18. The Applicant chooses the physical mentioned above as his/her Dom cilium et executants for the delivery of all notice and legal documents.
19. **The undersigned**

Of address
..... Tel

- Binds him/herself as surety and co-principal debtor in sodium with the lessee or the due of the fulfillment of all the lessee's present and future obligations against the lessor.
- Renounces all the benefits from the legal exception in connection with surety ship, the meaning and effect of which are fully understood.
- Warrants herby the correctness of all information furnished on page 1 and that he/she is authorized to legally bind the person he/she purports to represent.

Signed at on

Signature Applicant

Authorized Signature Print name

**BANKING DETAILS: COASTAL TOILET & HUT HIRE, STANDARD BANK ACC: 012060127 BRANCH: 010445
FOR PAYMENT REFERENCE, PLEASE USE YOUR COMPANY'S NAME OR YOUR INITIALS AND SURNAME**

