

TERMS AND CONDITIONS

1. The Applicant will be held responsible for the condition of all property and equipment of **Coastal Toilet Hire Cape Town (PTY) LTD** 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 the surface to avoid wind damage!**
2. No equipment will be rented unless the area where the equipment will be stored is a 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 Hire Cape Town (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 all sheds 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 which will be charged at the same rate as that of the original delivery or collection.
(b) If the transport vehicle is unable to collect or deliver a shed, toilet or plant at the site, which result in any further collection or delivery trips, a futile-trip charge will be raised, which will be charged at the same rate as that of the original delivery or collection.
(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 Hire Cape Town (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 Hire Cape Town (PTY) LTD. The order form/signed quotation & the deposit slip must be e-mailed to cth@coastalhire.co.za or faxed to 086 660 1716.**
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 by 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 Hire Cape Town (PTY) LTD.
9. **Coastal Toilet Hire Cape Town (PTY) LTD is a member of Transunion ITC and overdue accounts will be handed over to them.**
10. Coastal Toilet Hire Cape Town (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 Hire Cape Town (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 Hire Cape Town (PTY) LTD in respect of all claims by any person whatsoever for injury to persons 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 Hire Cape Town (PTY) LTD responsible for any losses suffered by the Applicant or their client or agent.
13. Coastal Toilet Hire Cape Town (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 may be removed at any time from any equipment; any extension cord used for any electrical equipment will only be used in accordance within the specifications of Coastal Toilet Hire Cape Town (PTY) LTD.
15. In case of shed or toilet rental, a 24 hour written notice for the termination of any period lease is required. **Confirmed orders are subject to a 50% cancellation fee.**
16. Interest at current bank rates will be charged on all outstanding amounts.
17. **NB: Rental of sheds and site toilets 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 HIRE CAPETEWON, STANDARD BANK ACC: 0370596943 BRANCH: 016145

FAS REFERENCES, PLEASE USE YOUR COMPANY'S NAME OR YOUR INITIALS AND SURNAME