

TERMS AND CONDITIONS

1. The owner or the owner's agent shall let on hire to the hirer the owner's property specified in this contract. This contract shall also apply with full force and effect to any further property owned and supplied by the owner or the owner's agent to the hired during the term of this contract.
2. In consideration of the owner or the owner's agent hiring the owner's property to the hirer on the terms of this contract this person who signs or authorizes the original contract to be acted upon by the owner or the owner's agent on behalf of any Private Limited Liability Company, Organisation, Society, Partnership or Organising Committee warrants that that person is jointly and severally liable under this contract as though that person were the hirer and more particularly that person is liable for the payment of any monies due and owing under this contract and is liable for the safekeeping of the owners property. Similarly all the other terms and conditions set forth in this contract shall apply to that person as though that person were the hirer.
3. The hirer agrees and undertakes, absolutely, not to sell, assign or otherwise dispose of the owner's property at anytime either during or at the end of the currency of this contract.
4. The hirer shall pay both the hire fee and the bond specified in the contract prior to collecting the owner's property and the bond shall be refunded upon the return of the owner's property in good order and condition.
5. The hirer undertakes to inspect all of the owner's property, the subject of this contract, immediately on receiving delivery of the same. The hirer undertakes to reject any and all of the owner's property that is not a. In a safe condition b. of merchantable quality and c. fit for the purpose for which the hirer intends to use the said property. The hirer agrees to completely indemnify the owner or the owner's agent in respect of all and any claims by any persons whatsoever for the injury to persons or damage of property caused by or in connection with such of the owner's property that has been retained by the hirer and not reject on delivery.
6. The hire fee is payable in advance, applicable for the term dated in the contract. In event of the term dated not being completed and the owner's property returned prior to the due date, the applicable rate for the shorter term will apply. The term being consistent with the weekly rate at the time the owner's property is returned. If payment is not received when due (that is at the commencement of the hire period referred to on the contract as "Date Out") the weekly rate owing on the contract will apply including freight, legal fees, court costs and any debt collection fees that may be incurred and to be reimbursed on a solicitor/client basis for all cost and disbursements, until the property is returned to the owner or the owner's agent. The hirer acknowledges that even though pursuant of this clause he remains liable for all hire and other charges when retaining the owner's property beyond the hire period, he (the hirer) is nevertheless in breach of this contract by failing to return the owners property by the due date, and the terms of this clause, are without prejudice to any other legal rights the owner or the owner's agent may have in relation to the hirer's aforementioned breach of this contract.
7. The owner or the owner's agent has the right to charge all rentals due if not paid for at the commencement of the hire period on the contract referred to as "Date Out" at the weekly or part weekly rate.
8. The hirer shall return the owner's property to the owner's or the owner's agent's premises at 14 Penrose Rd, Penrose on or before the date specified on the contract at the end of the hire period. If the hirer continues in possession of the owner's property after that date the hirer shall pay an additional hire charge in accordance with the owner's or the owner's agent's standard hire charges and shall also continue to carry out the terms of this contract as far as applicable until such time as the owner's property is returned to the owner or the owner's agent.
9. The hirer will use the owner's property in a skilful, careful, and proper manner and will allow it to be operated only by competent persons. The hirer will forthwith report to the owner or the owner's agent the fact of any loss, damage, theft or failure of operation of the owner's property, and in the event of any kind of damage to the owners property the hirer will under no circumstances attempt any form of repair of the owner's property. The hirer acknowledges that all or any repairs to the owner's property must be carried out by or under the supervision of the owner or the owner's agent.
10. The hirer will, during the period of hiring, keep the owner's property in his own possession and the hirer shall make any loss or damage to the owner's property by replacing the owner's property at full replacement value of the item of property in question.
11. The hirer agrees and undertakes (for a second time) that he will inspect all and any of the owner's property immediately on delivery of the said property by the owner or the owner's agent to the hirer. The hirer agrees and undertakes to reject any of the owner's property that is not a. In a satisfactory state of repair, b. of merchantable quality and/or c. fit for the purpose for which the hirer intends to use the said property. In respect of property retained by the hirer the owner or the owner's agent gives no warranty, undertaking or promise as to the condition of fitness state of repair of the owner's property and no conditions or warranty in that respect shall be raised or implied against the owner or the owner's agent, and the hirer shall have no claim of whatsoever nature or kind against the owner or the owner's agent by reason of the conditions, or the state of repair of the owner's property or by reason of the same not being fit for any purpose and the hirer shall indemnify the owner or the owner's agent against all claims, actions, proceedings and costs arising from any of the aforesaid matters.
12. In the event of the owner's property not being returned to the owner or the owner's agent within 24 hours of the expiring of the period of the hiring the owner or the owner's agent shall without prejudice to any other rights hereunder be at liberty forthwith to take such action or proceedings, civil or criminal, as it may deem necessary to recover the owner's property.
13. The hirer hereby agrees and undertakes to give to the owner or the owner's agent the absolute right at all times to enter on any premises owned, leased, or for the time being in possession of the hirer, for the purposes of inspecting the owner's property. The hirer expressly agrees and undertakes not to bring any action against the owner or the owner's agent in trespass AND the hirer expressly agrees to indemnify the owner or the owner's agent in respect of any actions brought by other persons or third parties against the owner or the owner's agent in trespass where such actions arise out of the owner's or the owner's agent actions in entering upon premises where the owner's property is being used, or upon premises the owner or the owner's agent, has reasonable grounds to believe are being used to store to owner's property. The hirer also agrees and acknowledges that the owner or the owner's agents shall have the right to remove any of the owners property being used by the hirer, where the hirer is in breach of this contract or where it appears on reasonable grounds to the owner or the owner's agent that the hirer is about to breach this contract, or where the owner or the owner's agent believes upon reasonable grounds that his property is in jeopardy.
14. The owner or the owner's agent has the right at any time upon reasonably grounds, to terminate this contract and to repossess the property, the subject of this Contract.
15. Any time, or other indulgence, granted by the owner or the owner's agent, shall not affect the rights of the owner or the owner's agent, under this contract, and more particularly shall not be deemed to constitute any form of waiver on the part of the owner or the owner's agent.
16. The time for delivery of goods by the owner or the owner's agent to the hirer's premises under this contract shall not be deemed to be a term of condition of this contract. The owner or the owner's agent undertakes to use his best endeavors to deliver the property to the hirer on or before the date specified and if not on date specified so soon thereafter as possible. The hirer expressly acknowledges that the owner or the owner's agent is not bound to deliver the property in the schedule by the commencing date of the contract, i.e. date out.