

# GENERAL TERMS & CONDITIONS

- 1. Ownership in the Equipment:** The equipment let out on hire shall always remain vested in **HIRE OUR TOOLS (Pty) Ltd** (hereinafter referred to as the Owner). The Hirer will not sell, hire out, lend, or otherwise part with the possession thereof. Nor will they encumber or assign any right or interest in the equipment or create any lien thereon.
- 2. Domicilium Citandi et Executandi:** The account holder and/or authorized signatories (hereinafter referred to as the Hirer) choose the above-mentioned address as their **Domicilium Citandi et Executandi** (address for the service of documentation and legal process) for all purposes under this agreement.
- 3. Insurance:** The onus is on the Hirer to insure hired tools and equipment. The Hirer will be charged a fair market value for any loss or damage incurred while in their possession.
- 4. Credit Check and Default Listing:** The Hirer gives their consent for a credit check. Outstanding accounts are subject to default listing on a national credit bureau database. On payment of the outstanding debt, the default listing will be amended to read "PAID DEFAULT" until legislation demands complete removal. The Owner reserves the right to provide a national credit bureau with updated personal information and may use a national credit bureau database for tracing. The Hirer hereby agrees that should they default on payment, the Owner can make this information available to the industry and affiliated businesses.
- 5. Responsibility for Loss or Damage:** The Hirer accepts full responsibility for any loss or damage to equipment from the date of delivery to the Hirer.
- 6. Equipment Return:** Equipment must be returned within 1 hour of the expiry time shown on the Hire Contract. Otherwise, additional charges will be levied.
- 7. Late Return of Equipment:** Should the Hirer fail to return the equipment within 3 days of the expiry time, the Owner, at its sole discretion, may elect to either levy the full hire fee per day until the equipment is returned or request payment of the full replacement value of the Equipment on demand.
- 8. Breach of Contract:** Failure by the Hirer to return equipment within 3 days of the expiry time stipulated in the Hire Contract will place the Hirer in breach of contract, and the Owner may elect to lay a charge of theft against the Hirer at the South African Police Service.
- 9. Indemnification:** To the extent allowed by law, the Hirer shall completely indemnify the Owner against any claim by any party for any damage of any nature whatsoever, for injury to persons or damage to property caused by, or in connection with, or arising out of, or involving the Equipment. This indemnification also covers all costs and charges in connection therewith, whether arising under common or statute law.
- 10. Equipment Condition:** Equipment must be returned in the same condition as supplied (save for ordinary wear and tear). Failing this, a charge for cleaning, reconditioning, renewing, or replacing will be made as considered necessary by the Owner.
- 11. Payment and Determination of Hiring:** Deposits and hire charges for the full period of expected hire are payable on collection and before delivery. The Hirer agrees to pay any delivery charge. Any additional charges are due on presentation of our account. In the event of non-payment, the hiring may be determined forthwith by the Owner giving notice in writing at the Hire's address as shown, without prejudice to any amounts which may have become due to the Owner. Upon such determination, the Hirer shall assist the Owner in resuming possession of the Owner's Equipment.
- 12. Owner's Liability:** To the extent allowed by law, the Owner shall not be liable for any loss or damage suffered by the Hirer or any other party arising out of the late or non-delivery of the Equipment, any mechanical breakdown, or any other circumstances whatsoever.
- 13. Unavailable Equipment Collection Charge:** If the Equipment is not available for collection by the Owner when the Hirer has specified a collection time, a charge will be made for the wasted journey.
- 14. Right of Access and Repossession:** The Owner retains the right of access to any location where the Equipment may be, for the purpose of repossessing any Equipment should the Hirer contravene any of these conditions. Charges arising out of repossessing will be made as considered necessary by the Owner.
- 15. Costs and Collection Fees:** The Hirer shall pay all costs, including Attorney and Client costs and collection commission, incurred by the Owner in demanding or obtaining payment of all or any sums due by the Hirer to the Owner and in suing for the recovery thereof and in taking steps to protect the Owner's interest in terms hereof.



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16. **Warranted Representations:** The Hirer warrants that all particulars and representations given and made by the Hirer to the Owner are true and that the signatory who signs this agreement is authorized to act as such.
17. **Equipment Retake and Replacement:** The Owner may at any time, for any reason whatsoever, retake possession of the Equipment.
18. **Personal Liability:** The person signing on the overleaf hereof hereby agrees that they can be held personally liable, irrespective of whether they acted in a representative capacity for or on behalf of a third party or any legal persona.
19. **Safety and Maintenance Acknowledgment:** The Hirer acknowledges that they are aware of the purpose for which the Equipment was designed, as well as all safety and maintenance procedures required in respect of the equipment by any lawful authority. The Hirer shall only use the equipment for such purpose and shall comply with all such safety and maintenance procedures. The Hirer shall be liable to and hereby indemnifies the Owner for all damages or loss suffered by the Owner, should the Equipment be used contrary to these requirements.
20. **Trading Hours:**
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|--------------------|---|
| Southfield Branch: | Monday to Friday: 7:30 AM - 5:00 PM Saturday and Holidays: 8:00 AM - 12:00 PM |
| Brackenfell:       | Monday to Friday: 7:00 AM - 4:30 PM Saturday and Holidays: 8:00 AM - 11:00 AM |
| Paarden Eiland:    | Monday to Friday: 7:00 AM - 4:30 PM Saturday and Holidays: 8:00 AM - 11:00 AM |
21. **Hire Charge Rules:** Return within 24 hours: 1-day charge. After 24 hours: Additional day's charge.
22. **Weekly Hire Rates (Scaffolding and Wheelbarrows):**
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| 1 day used less 50%                  |
| 2 days used less 25%                 |
| 3-7 days is weekly rate.             |
| 8 days = weekly rate + 1 day charge  |
| 9 days = weekly rate + 2 days charge |
| 10-14 days = 2 x weekly rate         |
23. **Cash Hire Profile Refunds Policy:**
- Cash Refunds:** Refunds are only given in cash if the initial payment was made in cash.
  - Credit Card Refunds:** Same card payment was made with must be presented and take 3-10 banking days.
  - Debit Card Refunds:** Same card payment was made with must be presented and take 3-10 banking days.
  - Only embossed cards can be refunded.
  - You may leave the deposit on our system for future hires.
24. **Tools Return:** On return tools must be checked in and tested before the Hirer leaves the store.

