



PO Box 2209  
SWAKOPMUND  
Tel: +264 64 46 3371  
VAT No: 6527451-01-5

### **RENTALS HIRE CONDITIONS**

1. All equipment hired from THE EQUIPMENT LIST RENTALS, to leave THE EQUIPMENT LIST RENTALS' premises in a clean condition and in perfect working order: Equipment hired which is not in the same clean perfect working condition, fair wear and tear accepted, will be for the account of the customer, if repairs and cleaning to the equipment so hired is necessary.
2. The customer acknowledges that it is responsible for the collection and the return of all the equipment hired from THE EQUIPMENT LIST RENTALS. All equipment hired by THE EQUIPMENT LIST RENTALS to the customer must be returned by the customer to THE EQUIPMENT LIST RENTALS by no later than 08h30 on the date specified on THE EQUIPMENT LIST RENTALS' rental note to avoid additional hire charges.
3. THE EQUIPMENT LIST RENTALS and/or its servants and/or its duly authorized agents do not accept or take any responsibility, nor can they be held liable for any damage, injuries or loss to any persons or their property, arising from the hire by the customer of equipment, whether as a result of the negligence or even gross negligence of THE EQUIPMENT LIST RENTALS or the customer or any of its duly authorized agents or for that matter from any cause of whatsoever nature. All equipment hired by the customer from THE EQUIPMENT LIST RENTALS is done so entirely at the customer's own risk. The customer therefore indemnifies THE EQUIPMENT LIST RENTALS, its Franchisor Company, its agents, employees and servants against any claim of whatsoever nature, which may be brought against any of them arising out of such event.
4. The customer accepts full responsibility for any loss or damage to equipment after it has been hired from THE EQUIPMENT LIST RENTALS and the equipment has been collected from THE EQUIPMENT LIST RENTALS' premises. If any equipment is lost while in the customer's possession full hire is payable until the equipment is returned or paid for at THE EQUIPMENT LIST RENTALS' full retail price. Customer is liable to insure the equipment for the replacement value should the equipment be totally damaged or lost.
5. If equipment reserved by a customer from THE EQUIPMENT LIST RENTALS is not immediately available, the customer cannot hold THE EQUIPMENT LIST RENTALS responsible for any loss and/or consequential damage suffered by the customer resultant there from.
6. THE EQUIPMENT LIST RENTALS cc has the right of access to any location in which equipment hired may be situated, for the purposes of repossession if the customer contravenes any of these conditions, more particularly if the customer fails to pay THE EQUIPMENT LIST RENTALS cc timorously and thereafter, despite demand remains in default. The expenses incurred by THE EQUIPMENT LIST RENTALS cc in affecting the above will be for the account of the customer.
7. It is incumbent on the customer to obtain a proper signature from a duly authorized person at THE EQUIPMENT LIST RENTALS, which signature will confirm the collection and the return of the equipment.
8. The customer, by hiring the equipment and taking possession thereof, acknowledges that he/she is fully acquainted with the capabilities, specifications and operation of every piece of equipment hired



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9. The customer undertakes at all times to ensure that:

- a) Oil and lubricant levels are maintained.
- b) All fuel for vehicles is the renters' obligation.
- c) No air filter will at any time be removed from the equipment.
- d) Any extension cord used for any electrical equipment will only be used in accordance with normal operating practices.
- e) All equipment is fully insured for the client's account at all times during the rental period.

10. In the event of THE EQUIPMENT LIST RENTALS' customer failing to make payment in terms hereof, overdue payments shall bear interest at a rate equal to 2 percentage points above the prime overdraft rate as calculated by Commercial Bankers from time to time and all amounts owing by the customer to THE EQUIPMENT LIST RENTALS shall forthwith become due, calculated from the date which payment in terms of this clause shall have been made, to date of payment.

11. Payment terms are as follows:

- a) Hundred percent (100%) payment on acceptance of quote and before collection.
- b) Payment of all consumables, e.g. fuel, oil, etc. on return of all equipment.
- c) Cleaning, repairs or replacement in cases of loss or total write-off on return of all equipment.

12. Unless otherwise agreed in writing, the prices at which the equipment is hired shall be at THE EQUIPMENT LIST RENTALS' ruling prices as at date of delivery of the equipment, whether notified to the customer or not.

13. The customer acknowledges that he/she has read, understands and is bound by THE EQUIPMENT LIST RENTALS' standard terms and conditions which are attached to its credit application, quotes and to its invoices which this notice forms an integral part of.

14. Leaf Blowers use a mixture of 2-Stroke Oil and Petrol, should this not happen and the machine is damaged it will be the customer's responsibility to replace the damaged machine, as these machines can't be repaired locally.