

OVERLAND CAMP RENTAL

Contact Details

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Location: 16 Fick Close Eden Park Brackenfell Cape Town Western Cape

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Hire/ Rental Agreement Contract Form

Dear Customer:

Thank you for choosing Overland Camp Rental , please be so kind to comprehensively supply us with all required information. Please note this document will reference back to your Invoice and also serves as an authorization to debit any fees against the bank account/cards of the Lessee/s (hirer), in case of replacement of the goods, the recovery thereof, any damages, including the rental amount per day in the event of late return of the goods as set out in the Hire/Rental Agreement.

***** Note:** Valid RSA ID Document required for booking and collections.

Rates are calculated from date of item going out to date of return

Goods have to be picked up and returned to our Brackenfell address per appointment

IMPORTANT: Please refer to the Terms and Conditions of Hire on this Agreement form before continuing

Deposit Refunds:

Please allow up to 5 days for deposit refunds on tents as inspections are subject to weather conditions.

Date:

INVOICE / CONTRACT NUMBER:

Date Out:

Date Return:

Location where Goods will be used:

Customer Details:

Full Name and Surname:

ID number:

Nationality:

Tel number (Fixed-line):

Tel number (Cell):

Email:

Postal Address:

Work Address:

Customer Physical Home Address:

COMPULSORY TO COMPLETE: Liability in case of Loss/Damage to Goods

DEBIT ORDER AUTHORIZATION:

Liability in case of Loss/Damage to Goods

(Dear customer, please note that the original copy of this Debit order authorization will be void once all payments have been settled in full and all goods have been inspected for damage. Debit order will only be initiated in case of damages/loss are not paid promptly by customer.)

Bank Details will also be used to return EFT Deposits where inspections have to follow after return due to Weather conditions.

Surname:	Bank Name:
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Full Name: (as in ID document)	Branch Name:
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Other Initials:	Account Number:
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Branch Code:

RSA ID Number:	Type of account:
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I hereby authorize Overland Camp Rental to debit my account once off with any fees pertaining to me the Lessee/Hirer failing this Hire/Rental Agreement Terms and Conditions.

Hirer/Lessee Signature: _____ (for this bank details)	Date: _____
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**Hire/Rental Agreement
Terms and Conditions**

Please Note:
No Goods or Equipment will leave our premises without Full Rental and Deposit being paid
Payments to Overland Camp Rental is Cash basis only or via Electronic Bank Transfer

Banking Details: Overland Camp Rental First National Bank Branch Name: Civic Centre Bellville Account Type: Current/Cheque Account	Account number: 6213-3623-266 Branch Code: 200-910
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Description/Inventory of equipment (Type/SN):
Replacement Value of Item:

Description/Inventory of equipment (Type/SN)
Replacement Value of Item:

Description/Inventory of equipment (Type/SN)
Replacement Value of Item:

The Terms and Conditions of Hire set out hereunder shall apply to all equipment hired by us or on our behalf now or in the future.

1. The Hirer warrant that all particulars and representations given and made by the Hirer/Lessee to the owner are true and correct and that the signatory who signs this agreement is authorized to act as such.
2. Ownership of the Equipment let out on hire shall at all times remain vested in Overland Camp Rental (hereinafter referred to as the Owner) and the Hirer will not sell, hire out or lend, or otherwise part with the possession thereof, nor will he encumber or assign any right or interest in the equipment or create any lien thereon.
3. 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, and in respect of all costs and charges in connections therewith, whether arising under common or statute law, whether as a result of the Owner's negligence or otherwise.
4. The Hirer accepts full responsibility for any damage to or loss of the Owner's Equipment occurring whilst in his possession. The Hirer's possession shall be deemed to continue until the Equipment has been unpacked and inspected by the Owner on the Owner's premises. The Owner shall in his sole discretion decide whether the Equipment is defective or until for the purpose for which it is intended.
5. Hire commences at the time of collection/time of delivery, and is deemed to continue until the Equipment is received by the Owner. The Equipment shall not be deemed to have been received until it has been unpacked and inspected by the Owner and found to be in satisfactory condition. No allowance will be made for inclement weather or any other reason whatsoever beyond the Owners' control.
6. All Equipment not returned will be charged at the Owner's Full New Standard Selling Price. Hire charges will continue until Equipment is returned or paid for in full.
7. Prior to possession of the hired equipment, a deposit and hire charges as determined by the Owner shall be payable. The Hirer agrees to pay any recovery charge.
8. The customer shall be deemed to have accepted the correctness of any account addressed to him unless the Owner is notified in writing of any queries within 14 days of date of such account, failing upon which summons can be issued without any further notice by the Owner.
9. The Owner retains the right to access 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 the repossessing will be made as considered necessary by the Owner.
10. The Equipment shall be deemed to be in good order and repair and for the purpose for which it is intended when delivered to the customer unless the customer notifies the Owner of any defects immediately on taking delivery.
11. 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.
12. For the purposes of this Agreement and any proceedings which may be instituted by virtue hereof and for the service of any notice the Hirer chooses domicilium citandi et executandi at the address subscribed.
13. Unless specifically otherwise provided in this Agreement, the Hirer shall pay all amounts payable under this Agreement to the Owner on return of the Equipment or on demand. If any payment is not made on due date, the Owner may, without prejudice to any of this other rights, charge interest on the amount due at the rate of 2% per month.
14. The Customer acknowledges that it is aware of the purposes for which the Equipment was designed as well as all safety and maintenance procedures which are required in respect of the Equipment by any lawful Authority and shall only use the Equipment for such purpose. The Customer shall be liable to and hereby indemnifies the Owner for all damages or loss suffered by the Owner, should the Equipment be used for any other purpose or should the Customer fail to comply with any required safety and maintenance procedures.
15. The person signing this Hire/Rental agreement hereof and/or issuing a deposit to this contract and/or account hereby agrees that he can be held personally liable irrespective of whether he acted in a representative capacity for or on behalf of a third party or any legal persona.
16. The Hirer warrant that all particulars and representations given and made by the Hirer to the owner are true and correct and that the signatory who signs this agreement is authorized to act as such.
- 17.
18. The Hirer agrees to pay the Owner:
 - a. All taxes, charges or levies payable by the Owner to any authority (including but not limited to stamp duties) for any reason arising out of this agreement or the use of Equipment:
 - b. Any costs incurred by the Owner in procuring the return of Equipment:
 - c. Any damages or loss suffered by the Owner due to the failure of the Hirer to return the Equipment on the expiry of the rental period, including without limiting the generality of the foregoing, all amounts which would have been paid by the Hirer if the rental period had been extended until the actual date of return of the Equipment to the Owner:
 - d. All costs incurred by the Owner in repairing any damage of any nature to the Equipment caused for any reason whatsoever or any loss suffered by the Owner as a result of theft, fire or any other cause whatsoever during the rental period.
19. The Owner may at any time for any reason whatsoever take possession of the Equipment, provided that if the Hirer has not breached this agreement, the Owner shall simultaneously provide the Hirer with replacement equipment similar to the Equipment.
20. Save as otherwise stated in this agreement any addition to or alteration of this agreement shall be null and void unless agreed upon by the owner in writing.
21. Waiver by the Owner of any breach of this agreement shall not prejudice any right of the Owner under this agreement.
22. The parties consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the parties, for all purposes under this agreement notwithstanding that subject matter or cause of action involved be otherwise beyond the jurisdiction of the said court.
21. Goods/Equipment Recovery Fee: In the event that Overland Camp Rental will be required to recover goods/equipment a recovery fee of R9,00 per kilometer will be levied plus accommodation of their staff should the recovery take longer than 24hours.

GENERAL EQUIPMENT CARE TO ADHERE TO:

TENTS:

- 23. **NO SMOKING OR OPEN FLAMES/FIRE/CANDLES INSIDE OR NEAR TENTS**
- 24. Do Not spray any chemicals including poisons on tent fabric
- 25. Do Not use sharp sole shoes inside tent that can penetrate the PCV build in floor (example: Rough boots, ladies high heels or any shoes with sharp heels. (This is costly repairs)
- 26. Ensure area where tent will be erected is clear of sharp stones and thorns, always use provided ground sheet under tent.
- 27. Please clean all debris inside tent before packing
- 28. Allow tent to dry. Do not pack damp or wet tent.
- 29. Follow folding instructions and inventory for ease of erecting and folding of tent, ensure no parts/pegs are left behind as this will be charged to your account.

FRIDGES:

- 30. **NEVER** Use fridge connected to any Generator, Battery 12V and Clean 220V only (generator spikes can cause unfortunate damage)
- 31. Do not leave fridge unattended and in open uncovered area. Always keep locked in vehicle or Chalet
- 32. Do not transport fridge in open vehicle (Back of vehicle where its subject to dust and Rain)
- 33. Ensure Fridge is always kept upright in running and Non-running state
- 34. Do not remove the Fridge cover
- 35. Ensure that no items are packed in such manner that it is blocking the Ventilation section of the fridge
- 36. Ensure all items and meats used in fridge are well sealed
- 37. Do not use any chemicals on in or outside of fridge. Only luke warm Dishwasher liquid in case of spillage.
- 38. Never allow any ice to meld and cause dammed up water inside of fridge
- 39. Always use fridge with care in dry area and well secured when in transit

Agreement Acceptance:

I the undersigned confirm that I have read and understand the terms and conditions contained in this document:

Signed at _____ on this _____ (day, month, year)

Overland Camp Rental (Signature of Lessor) (Signature of Hirer/Lessee)