



TJOKKER SPEELGOED BK

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HIRE CONTRACT

CONDITIONS

- 1.) The lessor is TJOKKER SPEELGOED CC
- 2.) The lessee is the person in (1) on the reverse side of this page. 3.)
- 3.) The minimum hiring period is 18 months.
- 4.) All hire charges must be paid monthly by stoporder. Prior to delivery Tjokker Speelgoed must be in possession of the fully completed contract, as well as proof that a stoporder has been arranged. Before or on delivery two payments plus the delivery cost must be paid in cash. Of the two payments one is the first month's rental and the other one the last cancellation month payment.
- 5.) Should the lessee wish to end his contract after 18 months, cancellation must be given in the 16th month. Should the lessee wish to extend the hiring period after 18 months, payments can just be continued until further notice, with the understanding that two months written notice is required for cancellation. It is the responsibility of the lessee to cancel his stoporder and the lessor will not be liable for any back payments if this wasn't done.
- 6.) Should the lessee wish to purchase the equipment hired, a rebate of 50% on the rental paid to date on that equipment will be applicable. The credit may not exceed half of the buying price. Credit can only be claimed once all outstanding payments are paid on the contract.
- 7.) Hired equipment may be exchanged during the 18 month period under the condition that the new payment may not be less than the previous payment and that a new contract must be completed. A handling fee is payable at every exchange.
- 8.) Normal wear and tear repairs on hired equipment will be done by the lessor. The lessee will be liable for loss and damage other than this. (for intance damaged commandonets)
- 9.) Should the lessee wish to cancel the contract before the expiary date, he/she will be liable for 50% of the outstanding fees on the contract, plus recovery costs.
- 10.) The lessor may cancel the contract without any further notice if hire fees are not paid when due, or if any of the conditions of the contract is contradicted. In such an event the equipment will be collected and the lessee will be liable for recovery costs as well as any legal or other costs involved in obtaining the outstanding fees.
- 11.) Hired equipment may not be moved from one address to another without the prior written consent of the lessor and not outside the Gauteng area. Tjokker is not responsible for the moving of items from one address to another.
- 12.) The lessor is not liable for any claims whatsoever which may arise from the use of its equipment, or for any damage which may be caused to the lessee's property with the delivery or removal orthe equipment.
- 13) Should the lessee decide to purchase the equipment (point 6) it will remain the property of Tjokker Speelgoed CC, until the purchase price is paid in full. Cancellation of the contract will take place only then.
- 14.) The lessee hereby gives permission that his/her premises may be entered and the equipment be removed in the event of the expiry of the contract or if the lessee does not comply with the conditions above.
- 15.) The hiring contract may not be transferred from one person to another.
- 16.) Both parties agree to the jurisdiction of the Magisterial Court.

