

CHILDSPLAY HIRE CC

CK 2002/027997/23

TERMS and CONDITIONS:

1. **The INDIVIDUAL whose name appears on the contract** will hereinafter be referred to as the LESSEE.
2. The members of **CHILDSPLAY HIRE CC** will hereinafter be referred to as the LESSOR.
3. The LESSEE agrees to hire the playground equipment for a **MINIMUM PERIOD OF 6 (SIX) MONTHS** subject to Cl.6&7.
4. The LESSEE agrees to pay to the LESSOR the **MONTHLY RENTAL FEE, IN ADVANCE**, on or before the **FIRST CALENDAR DAY OF EACH MONTH** during the tenure of this agreement as consideration for the hire of playground equipment. Refer also Cl.16.
5. The LESSEE agrees to pay a **DEPOSIT EQUAL TO ONE MONTH'S RENTAL** on signing this contract. This deposit will only be refunded upon termination of the contract, after the next month end, provided the account balance has been settled in full and the equipment has been returned and inspected for damage by the LESSOR. Refer also Clause 10.
6. **NOTICE MAY NOT BE GIVEN WITHIN THE FIRST 6 (SIX) MONTHS OF THE CONTRACT.** Should the LESSEE wish to continue hiring their current unit/s once their original six months is up, they may do so on a month-to-month basis. In the event of change of playground equipment, a new six-month contract commences. **One calendar month's written notice** is required prior to termination of this agreement **as the equipment is not automatically collected.**
7. Should the LESSEE wish to **discontinue the contract within the six-month period**, the **deposit will be forfeited** and a **cancellation fee equal to 2 (two) months rental** will be charged.
8. Please note that a **TRANSPORTATION/INSTALLATION FEE** will be charged on **ALL DELIVERIES** and on **ALL COLLECTIONS** should the LESSEE not elect to collect and/or return the equipment themselves from and to the premises of the LESSOR.
9. **It is the LESSEE's responsibility to ensure that their property (i.e. area where the unit is to be placed) is easily accessible on delivery and on collection of equipment.** Any costs incurred by the LESSOR to remove the equipment (e.g. crane hire) from the premises due to obstacles (e.g. high walls, electric fencing, etc) being erected **after** delivery of goods (including overgrown shrubs and trees) will be for the LESSEE's account. Although utmost care will be taken when delivering or collecting the equipment, the LESSOR and its employees will not be held responsible for any damage/s to person and/or property that might occur.
- 10.1 Should it be required **within 6 (six) months** of this agreement, the LESSOR will be responsible for the cost, including call-out fee, to replace worn parts (excluding painting) of the playground equipment.
- 10.2 Subject to Cl.10.1, the LESSEE will, during the tenure of this contract, be responsible for a service/call-out fee and costs should any maintenance be required, such as painting, repair and/or replacement of damaged and/or missing parts (e.g. steel ground pegs, steel shackles, etc), and any further damage which, in the opinion of the LESSOR, is as a direct result of malicious damage and/or negligence on the part of the LESSEE (e.g. a net being eaten by a dog). **Please note, the overhead bar supporting a tent MUST NOT be used for hanging from or climbing on as this is not a weight-bearing structure.**
11. The LESSOR will not be liable for any damages or injury incurred as a result of the use of the playground equipment.
12. The playground equipment may not be moved from the address registered on the contract without the written permission of the LESSOR. The equipment will at all times remain the property of the LESSOR. In the event of malicious damage and/or theft of the equipment specified in Schedule A, the LESSEE will be held responsible for the full replacement cost thereof.
13. The LESSOR may, by prior arrangement with the LESSEE, have reasonable access to the playground equipment.
14. In the event of the LESSEE failing to adhere to the terms as specified in Cl.4, the LESSOR may, without notice and without prejudice, remove the playground equipment. The LESSOR may offset outstanding monies against the deposit specified in Cl.5 and further take suitable action, including debt collection fees, **at the LESSEE's expense**, to recover the account balance remaining unpaid in terms of this agreement (refer Cl.16). The Lessee agrees to receive Statements and other correspondence via email. It is the LESSEE's responsibility to inform the LESSOR of any change of contact details.
15. Payment is to be made via EFT into the LESSOR's bank account. All bank charges incurred on Cash Deposits will be for the LESSEE's account. **Please use the CUSTOMER CONTRACT NUMBER as the payment reference at all times.**
16. **Debt Collection Fees** (as prescribed by Accountability/Transunion) and **Interest** will be charged on all overdue accounts in arrears in excess of **30 days**. Interest is calculated at a rate of **2% per month**. The LESSOR subscribes to **ACCOUNTABILITY** debt collection service. Defaulters will be listed with the **TRANSUNION CREDIT BUREAU**.
17. The monthly rental fee will be reviewed annually in accordance with the prime interest rate.



Your Creditworthiness is an important asset.
Protect it by paying promptly!