

## TERMS and CONDITIONS v.20211023

1. **The INDIVIDUAL whose name appears on the Contract of Hire** will hereinafter be referred to as the **LESSEE** and is responsible for payment of the account as per the terms and conditions listed below.
2. The members of **CHILDSPLAY HIRE CC** will hereinafter be referred to as the **LESSOR**.
3. **The Contract of Hire period is open-ended**, with the LESSEE agreeing to hire the playground equipment for **no less than 6 (SIX) MONTHS** (subject to Cl.6&7). The LESSEE is billed monthly until such time as notice of termination is given (Refer Cl.6).
4. The LESSEE agrees to pay the LESSOR a **MONTHLY RENTAL FEE payable in ADVANCE (UPFRONT) BEFORE the FIRST DAY OF EACH MONTH** during the tenure of this agreement as consideration for the hire of equipment specified in Schedule A. Refer Cl.16.
5. The LESSEE agrees to pay a **DEPOSIT EQUAL TO ONE MONTH'S RENTAL** on signing the Contract of Hire. 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 by the LESSOR for damage. (Refer also Cl.7&10)
6. **NOTICE MAY NOT BE GIVEN WITHIN 6 (SIX) MONTHS FROM THE CONTRACT START DATE** (Refer Cl.3). For change of equipment, a new six-month contract commences with terms as per this clause (Refer also Cl.3). **One calendar month's written notice** is required prior to termination of this agreement as **the equipment is not automatically collected**. (Refer also Cl.3)
7. Should the LESSEE wish to **discontinue the contract within six-months from the contract start date**, the **deposit will be forfeited** and a reasonable **cancellation fee equal to 2 (two) months rental** will be charged.
8. Please note that a **TRANSPORTATION/INSTALLATION FEE** will be charged for **EACH DELIVERY** and **EACH COLLECTION** should the LESSEE not elect to collect and/or return the equipment themselves from and to the premises of the LESSOR.
9. **The LESSEE is responsible for ensuring 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 (e.g. crane hire/additional labour/etc) to remove the equipment 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.
10. **WARRANTY PERIOD:**
  - 10.1. Should it be required **within 6 (six) months** from the contract start date, 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/stolen 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, etc). **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 and its EMPLOYEES will not be liable for any damage and/or injury to person/s and/or property incurred when delivering or collecting the playground equipment, nor as a result of the use of the playground equipment.**
12. The equipment specified in Schedule A of the contract may not be moved from the address registered in that schedule without the written permission of the LESSOR. The equipment remains 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. Should the LESSEE fail to adhere to the terms as specified in Cl.4, the LESSOR may, without notice and without prejudice, remove equipment specified in Schedule A. LESSOR may offset outstanding monies against the deposit specified in Cl.5 and further take suitable action, including legal expenses on an attorney client scale and/or debt collection fees, **at 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 LESSEE's responsibility to inform LESSOR of any change of contact details.
15. Payment is to be made via **EFT** or **STOP ORDER** into the LESSOR's bank account as specified on Schedule A (page 1). All bank charges incurred on Cash Deposits will be for the LESSEE's account.
16. **Debt Collection Fees** (as prescribed by our debt collectors) 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** and **SUPREME DEBT COLLECTORS (PTY) LTD**. 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.
18. Data storage in accordance with POPI - the Protection of Personal Information Act

I, the LESSEE, hereby confirm having read and agree to all terms and conditions as stated above.

\_\_\_\_\_  
LESSEE FULL NAME AND SURNAME

\_\_\_\_\_  
LESSEE SIGNATURE

\_\_\_\_\_  
DATE