



## SUP CAPE TOWN BOARD AND EQUIPMENT RENTAL AGREEMENT

SUP CAPE TOWN rents the following Equipment to the Lessee on the terms and conditions set out herein:

\_\_\_\_\_ (“the Equipment”)

These Terms and Conditions are ongoing and shall not require separate terms and conditions for each and every occurrence or event where SUP CAPE TOWN’s Equipment is utilised by the Client.

SUP CAPE TOWN lets the Equipment to the Lessee on a voetstoots basis, giving no warranties and making no representations of whatsoever nature. SUP CAPE TOWN cannot be held liable for any loss or damage of whatsoever nature suffered as a result of the malfunctioning or underperformance of (or any defects in) the Equipment.

1. Nothing in these terms and conditions shall be construed as passing ownership of the Equipment to the Lessee. The Equipment is, and shall at all times be and remain the sole and exclusive property of SUP CAPE TOWN and the Lessee shall have no right or title thereto or interest therein except as expressly set forth in these terms and conditions.

### 2. Charges

The rental charges will be R\_\_\_\_\_ for \_\_\_\_\_ days (R\_\_\_\_\_ per day). These rates are based on 24 hour cycles, from the time the Equipment leaves the premises of SUP CAPE TOWN at Lower Long Street, Cape Town to the time of its return in an undamaged condition.

A full day rental is charged, even for a partial day’s use. There are absolutely no refunds for early returns. The Lessee agrees to pay the quoted rental rate for each day that the merchandise is in his possession or under his control and until it is returned to SUP CAPE TOWN. Payment is to be made in full without deduction or set-off on collection of the Equipment, and should there be amounts owing on return of the Equipment or in the case of defective or lost Equipment, payment for these amounts will be made when the Equipment is returned or the amount provided for the repair / replacement (as the case may be).

In the case of any loss or damages to the Equipment (except in the case of 4 below), a daily rate will be charged until the Equipment is repaired by a technician appointed by SUP CAPE TOWN, or replaced in the case of loss. In the event the Equipment is beyond repair, the provisions of clause 3 below shall apply.

### 3. Collection/Delivery/Use of Rental Gear

The Lessee shall be responsible for all collections and returns of the Equipment within the agreed time. SUP CAPE TOWN can arrange a collection/delivery of the Equipment at the Lessee’s expense. Should there be any delays in the return of Equipment, the client will be held responsible for the charges of late return by effecting the day rate for each 24 hour period that the Equipment is returned late. In the event of the Equipment being returned by a third party, the Lessee would still be held responsible for the condition in which the rental Equipment is returned.

The Lessee shall keep the Equipment in his possession and control and exercise care and protect the Equipment from loss or damage; he shall keep the Equipment free from attachment, hypothec or other legal charge or process; he shall use the Equipment carefully and properly and maintain it in an orderly and functioning condition; he shall comply and ensure compliance with the specifications, instructions and recommendations of SUP CAPE TOWN in connection with the use thereof; and he shall not transfer, sell, cede, mortgage or assign these terms and conditions nor sublet the Equipment.

### 4. Notice Of Defect

The Equipment shall be deemed to be in good repair and condition and to the Lessee’s satisfaction upon collection or delivery thereof, as the case may be. Any alleged defect shall be notified by the Lessee in writing to SUP CAPE TOWN within 24 hours of receipt of the Equipment or, in the case of any defect which is not reasonably apparent on inspection, within 2 days of receipt of the Equipment.

ORMS shall have no liability with regard to any claim in respect of which the Lessee has not complied with these terms and conditions of hire. Furthermore, the Lessee’s claim against SUP CAPE TOWN is limited to only the replacement of the defective item as soon as possible after SUP CAPE TOWN has confirmed that

the item was defective prior to collection or delivery. The Lessee shall not allow any technician to do any repair work on the Equipment without SUP CAPE TOWN's prior written consent in which event the Lessee shall not have any authority to create any lien or charge upon the Equipment and the Lessee shall give notice of this provision to any technician before such technician does any repair work upon or service of the Equipment.

The Lessee also remains liable for the charges set out herein in the event of fortuitous acts or acts of God that result in damage or loss to the Equipment whilst in the possession or under the control of the Lessee. The Lessee hereby agrees that the Equipment has been inspected in store to ensure no obvious and visible defects occur before leaving the premises to minimise risk.

**5. Damaged Equipment**

The Equipment is NOT insured. In the event that the Equipment is damaged whilst in the possession of our under the control of the Lessee, the Lessee shall be responsible for the cost of repair or replacement thereof. SUP CAPE TOWN will try repair the Equipment but where it is not feasible or where the Equipment will not operate as it did when let to the Lessee, SUP CAPE TOWN may, in its sole discretion, replace the Equipment, for which the Lessee shall be liable including any transport costs. By his/her signature hereon, the Lessee authorises SUP CAPE TOWN to deduct from the Lessee's credit card the amount of such repair/ replacement.

**6. Indemnity**

Without prejudice to any rights and obligations SUP CAPE TOWN may have in terms of these terms and conditions, the Lessee undertakes to indemnify and keep indemnified SUP CAPE TOWN against all claims, demands, actions, proceedings or prosecutions which may be brought against the Lessee and / or in which SUP CAPE TOWN may be involved in consequence of or relating to the hiring of SUP CAPE TOWN's Equipment, unless due to the wilful act of SUP CAPE TOWN. This indemnity will include (but not be restricted to) all costs (including legal costs on the scale as between attorney and own client), damages and other expenses incurred by SUP CAPE TOWN in connection herewith.

**7. Arbitration**

Any dispute between the parties shall be submitted to informal arbitration if after 7 days of receiving written notice, an alleged breach has not been rectified. The arbitration shall be held in Cape Town on the following basis: The parties shall use their best endeavours to ensure that the arbitration is held and concluded and a decision handed down within 14 (fourteen) days after the arbitration has been demanded; the arbitrator shall be a person nominated by the parties or failing agreement between them within 7 (seven) days after the arbitration has been demanded shall be a person appointed by the president for the time being of the Cape Bar; the arbitrator shall have the fullest and freest discretion with regard to the proceedings; the arbitrator's decision shall be final and binding. The arbitrator may make an award as to his costs; the provisions of the Arbitration Act 42 of 1965 shall apply to this arbitration.

ACCEPTED AT \_\_\_\_\_ ON \_\_\_\_\_ 2016

\_\_\_\_\_  
FULL NAME

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
CREDIT CARD NUMBER

\_\_\_\_\_  
NAME ON CREDIT CARD

\_\_\_\_\_  
SIGNATURE