

# SA TRAILERS

## TERMS AND CONDITIONS

### 1. LEASE

The Lessor hereby lets to the Lessee, and the Lessee hereby hires from the Lessor the trailer as described on Invoice signed and on the terms contained herein. All annexures to this lease shall form part of the lease as if specifically recorded herein.

### 2. THE TRAILER

The Lessee acknowledges the Lessor's ownership of the Trailer by his/her/their signature.

### 3. DELIVERY AND RETURN

The Lessee acknowledges that the trailer is in a roadworthy and proper working condition and undertakes to return the trailer to the Lessor in the same condition.

The Lessee shall return the trailer to the Lessor on the date and time agreed herein unless a prior extension has been arranged with the Lessor in writing.

### 4. CONDITION OF USE

4.1 The Lessee shall not overload the trailer, the maximum weight being specified on Invoice.

4.2 The Lessee shall not sublet the trailer to any third party.

4.3 The Lessee shall not transport any person on or in the trailer.

4.4 The Lessee shall not allow the tow vehicle to be driven by an unlicensed driver.

4.5 The Lessee shall not tamper with any of the trailer wiring.

4.6 The Lessee shall not tow the trailer across the borders of South Africa without the Lessor's prior written permission.

4.7 The Lessee shall not transport the following: sand (specifically wet sand), builder's rubble, bricks, corrosive or hazardous chemicals and livestock or people.

### 5. BREACH

In the event that the Lessee breaches any of the terms hereof, then in such event, the Lessor may immediately and without prior written notice to the Lessee cancel this agreement and reclaim possession of the Trailer (if applicable) and the Lessor may recover from the Lessee any such amount/s of damages as it may have suffered as a result of the Lessee's breach.

### 6. COSTS

6.1 The Lessee shall pay the full hire fee in advance prior to taking the trailer.

6.2 Should the Lessee be unable to return the trailer to the Lessor for whatsoever reason, the Lessee shall be responsible for any resulting towing costs;

6.3 The Lessee shall be responsible for any traffic fines incurred whilst towing the trailer;

6.4 The Lessee shall be responsible for any additional hiring fee arising from the late return of the trailer.

### 7. INDEMNITY

The Lessee hereby indemnifies the Lessor against any claim for loss or damage to the property or claim in respect of any injury incurred by any person arising from the use of the trailer by the Lessee.

## **8. THEFT / LOSS**

The Lessee shall be responsible for the full replacement value of the trailer should it be stolen and/or not returned to the Lessor within 30 days of the rental period's expiry date. In the event that the Vehicle Transporter trailer which is stolen, the lessee is liable for a basic fee of R4,000.00.

## **9. DAMAGE**

9.1 The Lessee shall be responsible for any damage to the trailer during the lease period.

9.2 In the event that the trailer is damaged during the lease period, the Lessee is liable for a basic repair fee of R7,500.00.

## **10. RISK**

All risks in respect of the trailer shall pass to the Lessee from the date and time it takes possession of the trailer until its return to the Lessor.

## **11. LEGAL COSTS**

The Lessee shall be responsible for all costs on an attorney and own client scale arising from the Lessor exercising its rights in terms of this agreement; and the Lessor will be entitled to apply interest on any outstanding amounts at the rate of prime plus 2% per annum.

## **12. JURISDICTION AND DOMICILIUM**

The Lessor and Lessee choose the domicilium specified herein as their domicilium citandi et executandi, and consent to the jurisdiction of the Magistrate's Court in respect of any legal action which may arise from this agreement.

## **13. EXTENSION, INDULGENCE AND WAIVER**

This agreement and its annexures constitutes the full agreement between the parties and no extension or indulgence granted by the Lessor to the Lessee shall be regarded as a novation of this agreement and the parties further agree that this agreement cannot be altered or changes unless reduced to writing and signed by both parties.