

Hartenbos Trailer Hire

GENERAL TERMS AND CONDITIONS FOR TRAILER RENTAL AGREEMENT

These General Terms and Conditions (hereinafter "Terms") govern the rental of trailers by **Hartenbos Trailer Hire** (hereinafter "the Lessor") to the **Renter** (hereinafter "the Renter"). By signing the Rental Agreement and taking possession of the trailer, the Renter acknowledges and agrees to be bound by these Terms.

1. Definitions

- 1.1. "Agreement": Refers collectively to the Rental Agreement document, these General Terms and Conditions, and any annexures or schedules thereto.
- 1.2. "Lessor": Hartenbos Trailer Hire, a sole proprietorship formed in accordance with the laws of the Republic of South Africa.
- 1.3. "Renter": The individual, company, or other legal entity identified in the Rental Agreement as the party hiring the Trailer.
- 1.4. "Trailer": The specific trailer identified in the Rental Agreement, including all its parts, accessories, tyres, spare wheel, jockey wheel, lights, and any other equipment supplied therewith.
- 1.5. "Rental Period": The period commencing on the "Date Out" and ending on the "Date In" as specified in the Rental Agreement.
- 1.6. "Rental Charges": The fees payable by the Renter for the rental of the Trailer, as stipulated in the Rental Agreement, including any daily rates, extended period charges, and additional services.
- 1.7. "Deposit": The refundable amount paid by the Renter to secure the rental and cover potential damages or additional charges, as specified in the Rental Agreement.
- 1.8. "South Africa": The Republic of South Africa.
- 1.9. "Fair Wear and Tear": The natural deterioration of the Trailer resulting from ordinary and reasonable use, excluding damage caused by negligence, misuse, accident, or abnormal conditions.

2. Rental Application and Agreement Formation

- 2.1. The Renter warrants that all information provided in the rental application and Rental Agreement is true, accurate, and complete. The Lessor reserves the right to verify such information.
- 2.2. The Lessor reserves the right to refuse any rental application or to terminate this Agreement without providing reasons if, in its sole discretion, it deems the Renter unsuitable or the rental poses an undue risk.
- 2.3. This Agreement, comprising the Rental Agreement and these Terms, constitutes the entire agreement between the Lessor and the Renter regarding the rental of the Trailer, superseding all prior discussions, negotiations, and agreements.

3. Rental Period and Extension

- 3.1. The Renter shall return the Trailer to the Lessor at the agreed-upon return location and time as specified in the Rental Agreement.
- 3.2. Should the Renter wish to extend the Rental Period, written notice must be given to the Lessor at least **12** hours prior to the original return time. Any extension is subject to the Lessor's sole discretion, Trailer availability, and the payment of additional Rental Charges at the Lessor's prevailing rates.
- 3.3. Failure to return the Trailer by the agreed-upon time will result in additional Rental Charges being levied at the Lessor's standard daily rate for each day or part thereof that the Trailer is overdue, plus any applicable penalties as stipulated in the Rental Agreement.

4. Rental Charges, Deposit, and Payment

- 4.1. The Renter agrees to pay the Rental Charges, including any applicable Value Added Tax (VAT), levies, or additional charges (e.g., cleaning fees, late return penalties, damage repair costs), as specified in the Rental Agreement.
- 4.2. A refundable Deposit, as stipulated in the Rental Agreement, shall be paid by the Renter upon collection of the Trailer.
- 4.3. Payment for the Rental Charges must be made in full prior to or upon collection of the Trailer, unless otherwise agreed in writing by the Lessor.
- 4.4. The Deposit will be refunded to the Renter within **7 working days** after the safe and timely return of the Trailer in the same condition as it was rented, subject to Fair Wear and Tear.
- 4.5. Any damages, loss, cleaning charges, late return penalties, or additional charges incurred by the Renter will be deducted from the Deposit. Should these charges exceed the Deposit amount, the Renter agrees to pay the balance to the Lessor immediately upon demand.
- 4.6. The Renter hereby authorises the Lessor to debit the Renter's provided payment method for any outstanding amounts, including but not limited to additional Rental Charges, damage costs, and collection fees.
- 4.7. The Lessor reserves the right to charge interest on any overdue amounts at a rate of 10% per annum, compounded monthly, from the due date until full payment is received. The Renter shall also be liable for all legal fees and collection costs incurred by the Lessor in recovering overdue amounts on an attorney and own client scale.

5. Collection and Return of Trailer

- 5.1. **Collection:** Upon collection, the Renter shall thoroughly inspect the Trailer together with a representative of the Lessor. Any existing damages, defects, or missing items must be accurately noted on the "Trailer Condition Report" or similar document, which must be signed by both parties. By signing, the Renter acknowledges receiving the Trailer in the condition noted.
- 5.2. **Return:** The Renter shall return the Trailer to the Lessor at the agreed-upon return location and time. The Trailer must be returned clean and in the same condition as collected, subject only to Fair Wear and Tear.
- 5.3. **Inspection on Return:** Upon return, the Lessor will inspect the Trailer. The Renter agrees to be present during this inspection or to accept the Lessor's assessment of the Trailer's condition upon return. If the Renter is not present, the Lessor's assessment shall be final and binding.
- 5.4. **Cleaning Charges:** If the Trailer is returned excessively dirty, the Lessor reserves the right to levy a cleaning charge of R100 or more, depending on the extent of cleaning required, which will be deducted from the Deposit or charged to the Renter.

6. Use of the Trailer

- 6.1. The Renter undertakes to use the Trailer in a lawful, careful, and proper manner and solely for the purpose for which it is designed.
- 6.2. The Renter shall not overload the Trailer beyond its specified Gross Vehicle Mass (GVM) or payload capacity, as indicated on the Trailer's data plate or in the Rental Agreement. Overloading is a serious offence and may invalidate any insurance cover.
- 6.3. The Trailer shall not be used for any illegal purpose, for racing, off-road driving (unless specifically agreed and suitable for such use), or in any manner that may cause damage to the Trailer or third-party property.
- 6.4. The Renter shall ensure that the towing vehicle is suitable and legally permitted to tow the Trailer, including having the correct towing capacity, a valid tow bar with an appropriate tow ball, and a valid license disc.
- 6.5. The Renter is solely responsible for ensuring that all lights, indicators, and braking systems on the Trailer are operational before and during towing.
- 6.6. The Trailer shall not be taken outside the borders of South Africa unless explicit prior written consent has been obtained from the Lessor, and all necessary cross-border documentation and permits have been secured by the Renter.
- 6.7. The Renter shall not sublet, lend, or part with possession of the Trailer to any third party without the prior written consent of the Lessor.
- 6.8. The Renter acknowledges that they are responsible for securing any load carried in or on the Trailer in a safe and legal manner.

7. Renter's Responsibilities and Obligations

- 7.1. Renter is solely responsible for the safety, security, and maintenance of the Trailer during the entire Rental Period, including but not limited to checking tyre pressure, wheel nuts, and general roadworthiness before and during use.
- 7.2. The Renter shall be responsible for all fines, penalties, charges, and costs incurred due to parking violations, traffic infringements, toll fees, or any other breach of law committed during the Rental Period.
- 7.3. The Renter shall at all times comply with all applicable traffic laws and regulations in South Africa.
- 7.4. The Renter shall be responsible for any damages to the Trailer, including but not limited to accidental damage, theft, or loss, howsoever caused, unless otherwise covered by insurance (if applicable and arranged by the Lessor) and subject to any applicable excess.
- 7.5. The Renter must immediately report any breakdown, accident, theft, or loss of the Trailer to the Lessor and the relevant authorities (e.g., South African Police Service - SAPS) within 24 Hours of the incident. A police case number must be obtained for theft or accident.
- 7.6. The Renter shall not perform any repairs or modifications to the Trailer without the prior written consent of the Lessor. Any unauthorised repairs will be at the Renter's sole cost and risk.
- 7.7. In the event of a breakdown, the Renter must contact the Lessor immediately. The Lessor will advise on the appropriate course of action. Unauthorised roadside assistance or repairs will not be reimbursed.

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8. Insurance

Option A (Renter Responsible for Own Insurance):

- 8.1. The Renter acknowledges and agrees that the Lessor does not provide insurance cover for the Trailer against loss, damage, or theft.
- 8.2. The Renter is solely responsible for obtaining adequate insurance coverage for the Trailer against loss, damage, theft, and third-party liability for the entire Rental Period. This insurance must be comprehensive and cover the full replacement value of the Trailer.
- 8.3. The Renter shall provide proof of such insurance to the Lessor upon request.
- 8.4. The Renter shall indemnify and hold harmless the Lessor against any claims, losses, or damages arising from the Renter's failure to obtain such insurance or from any shortfall in the Renter's insurance coverage.

-OR-

Option B (Lessor Provides Limited Insurance/Damage Waiver):

- 8.1. The Lessor provides limited insurance cover for a fee, which must be paid prior to taking control of the Trailer. In normal circumstances, the liability cover on a trailer will always be for the responsible person in control of the vehicle. If losses occur as a result of negligence of the Company, which can be proved, the Insurer will indemnify the claim to a maximum under 8.2 below, which describes what will be covered.
- 8.2. **WHAT WILL BE COVERED:**
 - 8.2.1. Complete Trailer, including all specific removable items that are on the trailer as the main item of purpose, to be moved around on a specific designed trailer such as golf carts, portable toilets, bins, etc. as long as the insured amount includes the items and trailer up to the lowest value between the insured amount and market value.
 - 8.2.2. Third party liability cover up to a maximum of R 100,000.00 (One Hundred Thousand Rand) per incident. This cover will only be available when the trailer is **not** under the control of the towing vehicle and during on and off hooking.
 - 8.2.3. SASRIA cover.
- 8.3. **WHAT WILL NOT BE COVERED:**
 - 8.3.1. The first amount payable of 5% of the claim or minimum of R1750.
 - 8.3.2. All rims and tyres.
 - 8.3.3. Overloading and Abuse.
- 8.4. The Renter remains liable for any damage or loss exceeding the insurance cover or falling within the specified excess.
- 8.5. A copy of the full insurance policy terms and conditions or damage waiver terms is available upon request and forms part of this Agreement. The Renter acknowledges having had the opportunity to review these terms.
- 8.6. In the event of an incident where insurance is claimed, the Renter is responsible for paying the applicable excess immediately upon demand by the Lessor.
- 8.7. In the event of an accident/theft the renter must obtain a case number from the nearest Police Station as soon as possible.

9. Indemnity and Limitation of Liability

- 9.1. The Renter hereby indemnifies and holds harmless the Lessor, its employees, agents, and representatives, from and against any and all claims, demands, liabilities, costs, and expenses (including legal fees on an attorney and own client scale) arising from or in connection with the Renter's possession or use of the Trailer, including but not limited to:
 - * Personal injury or death to any person.
 - * Damage to property, whether belonging to the Renter or a third party.
 - * Loss of income or profit, business interruption, or any other consequential or indirect damages.
 - * Any breach by the Renter of these Terms or the Rental Agreement.
- 9.2. The Lessor shall not be liable for any indirect, special, incidental, consequential, or punitive damages arising out of or in connection with the rental of the Trailer, even if the Lessor has been advised of the possibility of such damages.
- 9.3. The Lessor's total aggregate liability under this Agreement, whether in contract, delict (including negligence), or otherwise, shall not exceed the total Rental Charges paid by the Renter for the specific rental, unless such liability arises from the Lessor's gross negligence or wilful misconduct.

10. Termination of Agreement

- 10.1. The Lessor may terminate this Agreement immediately upon written notice to the Renter if the Renter:
 - * Breaches any material term of this Agreement and fails to remedy such breach within 24 hours of receiving written notice from the Lessor to do so.
 - * Fails to make any payment due under this Agreement on the due date.
 - * Provides false or misleading information to the Lessor. * Becomes insolvent, is placed under liquidation, or enters into any compromise with its creditors. * Uses the Trailer for any unlawful purpose or in a manner that endangers the Trailer, third parties, or public safety.
- 10.2. Upon termination, the Renter shall immediately return the Trailer to the Lessor. If the Renter fails to do so, the Lessor may, without prejudice to any other rights or remedies, take all necessary steps to recover possession of the Trailer at the Renter's expense, including legal action and repossession.
- 10.3. Early termination by the Renter before the agreed Rental Period may result in forfeiture of prepaid Rental Charges, unless otherwise agreed in writing by the Lessor.

11. Force Majeure

- 11.1. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to an event of force majeure, including but not limited to acts of God, war, riot, civil commotion, strike, lockout, industrial dispute, fire, explosion, sabotage, epidemic, pandemic, or any other cause beyond the reasonable control of the affected party.
- 11.2. The party affected by force majeure shall notify the other party promptly and shall use all reasonable endeavours to mitigate the effect of the force majeure event.

12. Governing Law and Jurisdiction

- 12.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 12.2. The parties consent to the non-exclusive jurisdiction of the Magistrate's Court having jurisdiction over the Lessor's physical address for any disputes arising out of or in connection with this Agreement. Notwithstanding the foregoing, the Lessor reserves the right to institute proceedings in any other court of competent jurisdiction.

13. Domicilium Citandi et Executandi

- 13.1. The parties choose their respective physical addresses as stated in the Rental Agreement as their **domicilium citandi et executandi** for all purposes under this Agreement, including the service of any notices, summonses, and legal processes.
- 13.2. Either party may change its **domicilium** by giving written notice to the other party with at least 7 (seven) days' prior written notice.

14. General Provisions

- 14.1. **Whole Agreement:** This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements, understandings, and representations, whether oral or written.
- 14.2. **No Waiver:** No indulgence, leniency, or extension of time granted by the Lessor to the Renter shall constitute a waiver of any of the Lessor's rights under this Agreement, nor shall it prejudice the Lessor from exercising any of its rights in the future.
- 14.3. **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.
- 14.4. **Amendments:** No amendment, variation, or consensual cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 14.5. **Cession and Assignment:** The Renter may not cede, assign, or delegate any of its rights or obligations under this Agreement without the prior written consent of the Lessor. The Lessor may cede, assign, or delegate its rights and obligations under this Agreement without the Renter's consent.
- 14.6. **Data Protection (POPIA):** The Renter consents to the Lessor collecting, processing, and storing the Renter's personal information as provided in the Rental Agreement for the purposes of this Agreement, including credit checks, debt collection, and compliance with legal obligations, in accordance with the Protection of Personal Information Act (POPIA). The Lessor undertakes to protect such information.

15. Acknowledgment

- 15.1. By signing the Rental Agreement, The Renter acknowledges that they have read and understood these General Terms and Conditions, including the clauses relating to insurance, liability, and payment, and agree to be bound by them. The Renter confirms that they have had the opportunity to ask questions and seek clarification regarding these Terms.

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