

# Eastrand Toilet Hire CC

## TERMS AND CONDITIONS

1. The Lessee will be responsible for the safekeeping and safeguarding of all hired items.
2. All hired plant and machinery items, when not in use, must be securely stored in a covered, guarded and locked facility.
3. The Lessee will be responsible for loss of or damage to any of the hired items.
4. Unless defects in or damage to the hired items on delivery are specifically pointed out and forthwith confirmed in writing to the lessor, it will be regarded that the hired items were received by the lessee intact and in good and working order.
5. Although every effort is made to ensure the proper functioning of hired items the lessor does not warrant its working condition.
6. The lessee hereby indemnifies and holds the lessor harmless against any claim which may arise in delivering the hired items at the delivery address.
7. The lessee undertakes to ensure that all hired items are used in accordance with the lessor's specifications.
8. On termination of the lease, the lessee must ensure that hired items such as containers, sheds and toilets are timeously and completely vacated and readily accessible and recoverable. The lessee will be billed for time wasted on delays or extra and/ or futile trips as a result of non-compliance with the aforesaid.
9. The lessee indemnifies the lessor against all claims for damages or losses incurred as a result of the lessor's removal of the hired items from any site or location.
10. All deposits, rental, delivery and service charges are payable in advance, before delivery, directly into the banking account of Eastrand Toilet Hire - ABSA Bank, Boksburg, Account no. 406-077-5021, branch code 632005. The order form and deposit slip must be faxed to the lessor at fax number (011) 913-3958 or e-mailed to [info@loohire.co.za](mailto:info@loohire.co.za)
11. Notwithstanding any agreement to the contrary all rental or any other amounts due are payable forthwith on termination of the lease.
12. The lessee undertakes to pay all recovery charges and all collection fees and legal costs on an attorney and client scale in respect of any outstanding amount.
13. The lessor will be entitled to terminate all credit facilities at any time without prior notice to the lessee and the lessor will not be responsible for any loss or damages suffered by the lessee as a result of the termination.
14. The lessee will use the hired items at its/his/her own risk and indemnifies the lessor in respect of all claims by any person whomsoever for injury and/or damage caused by or in connection with or arising out of the use of any of the hired items.
15. The lessor will not be responsible for any losses suffered by the lessee or its/his/her client or agent as a result of the lessor nor being able to provide any previously reserved hired items timeously.
16. The lessee hereby authorizes the lessor access to any site or location to enable the lessor to inspect or recover any of the hired items.

17. A 5-day written notice of the termination of any period of lease is required in respect of toilets. It is the lessee's responsibility to ensure that Eastrand Toilet Hire CC did receive the written notification to terminate the lease. If the toilet is still on site after seven (7) days after the date of the written notification, another month's rent will be charged against the lessee's account.

19. Interest at current bank rates will be charged on all amounts outstanding.

20. The minimum period of lease in respect of toilets is 31 days.

21. A standing fee of R300 per hour will be charged if any of Eastrand Toilet Hire's drivers have to wait for longer than 30 minutes.

22. The lessee chooses the physical address mentioned on the front page as its/his/her domicilium citandi et executandi for the delivery of all notices and legal documents.

23. The undersigned..... (full names)  
Of..... (address)  
..... (tel.), binds him/herself as surety and co-principal debtor in solidum with the lessee for the due fulfillment of all the lessee's present and future obligations against the lessor; renounces all benefits from the legal exceptions in connection with suretyship, the meaning and effect of which are fully understood; warrants hereby the correctness of all the information furnished on the front page and that he/she is authorized to legally bind the person he/she purports to present.

**Signed at**.....**On this** ..... **day of**  
..... **20**\_\_\_\_\_.

**Lessee** .....

..... **Please print initials and surname**

..... **Company or Organisation Represented**