



STANDARD TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1 The following words have the following meanings assigned to them:
"GOODS" & "KINGS HIRE" means Kings Hire and site facilities e.g. toilets, showers, guard huts, sheds, water and diesel bowzers, road barriers and containers.
- 1.2 Any order resulting here from shall be subject to the conditions stated herein, unless specifically varied by Kings Hire in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the client's documentation as may be in conflict herewith. Should the client in any way purport to attach any conditions which vary, amend or are in conflict with the conditions set forth herein, then, notwithstanding anything to the contrary stipulated by the client, the conditions set forth herein shall prevail and be of full force and effect unless specifically verified by Kings Hire in writing with specific reference to the client's contrary documentation.

2. INTRODUCTION

- Kings Hire hereinafter, as well as in the annexure to this document, refers to KINGS HIRE as stated and printed on the reverse side of this document.
- The Client hereinafter, as well as in the annexure to this document, refers to the Client as stated and printed on the reverse side of this document.
- Kings Hire is in the business of selling, leasing, repairing, installing and preparation of industrial equipment and accessories (hereinafter referred to as "goods").
- Kings Hire is a registered credit provider in terms of the National Credit Act, 34 of 2005 (the Act). All credit agreements will be subject to the Act.
- All transactions between Kings Hire and the Client conclude a credit agreement, as referred to in clause 3.2, then and in that event Kings Hire will be referred to as Kings Hire and the Client will be referred to as the Client.
- All prices quoted by Kings Hire and excepted by the Clients are subjected to normal price increases without prior notice.

3. NATURE OF THE CONTRACT

3.1 CASH SALE AGREEMENT

It is recorded that this type of agreement is concluded if and when Kings Hire receives payment in full prior to, or on date of delivery of goods and / or services.

3.2 CREDIT AGREEMENT

- It is recorded that this type of agreement is concluded if and when Kings Hire undertakes to supply goods and / or services to the client from time to time and then bill the Client periodically (refer to clause 2).
- In order to qualify for a credit facility as defined in 3.2 (i) above, the Client needs to apply and fill out an application for credit.
- The granting of a credit facility lies within the sole discretion of Kings Hire who may refuse credit to a Client based on the credit record.
- ODD deposit requirement – the deposit is over and above the monthly payment.
- Refunds of deposit will be made 10 days after payment of your final account on your written request.
- Payment must be made before or on the 7th of the following month. Please note that your monthly payment is not deducted from your deposit.
- If an account was opened for 1 item to be hired, but in the end 10 items are hired, the deposit will only be refunded after the 10 items are off hired irrespective of the period it takes to off hire all the items.
- The deposit will be refunded after receipt of a written request and banking details.

4. PAYMENT

- The Client agrees to pay the amount of any tax invoice relating to the transaction in question at the offices of Kings Hire: a) in cash (South African currency), and / or cheque, and / or credit card, and / or by way of electronic banking into the bank account of Kings Hire; b) or if the Client is a credit approved Client, within 30 (thirty) days from the end of the month in which a tax invoice is issued by Kings Hire.
- The client shall be liable to pay interest at a rate of 2.5% per month, or any other maximum interest rate as allowed by the Urscopy Act, or any other applicable Act, whichever is the highest, on amounts unpaid as at the due date, until date of payment. These amounts shall be calculated from the date of delivery and payable monthly in advance.
- Should any amount not be paid by the Client on the due date, then all other amounts in respect of all transactions between Kings Hire and the Client shall become due, owing and payable irrespective of the date(s) in which these transactions took place or when payment of same would have become payable.
- The Client is not entitled to set off any amount due to the Client by Kings Hire against any amount owed to Kings Hire.
- All discounts will be forfeited if payment in full is not made on the due date. Payments received on the 1st or thereafter will NOT qualify for settlement.
- If payment is made by credit card the client confirms and consents that Kings Hire is authorised to debit against such card account any outstanding amount that is due to Kings Hire.

5. NON - PAYMENT

- The Client agrees that if an account is not settled in full: a) against delivery of invoice, or: b) within the period agreed in 4(i) (b) above in the case of a credit approved Client, Kings Hire is entitled to immediately institute action against the Client at the sole expense of the Client, or
- To cancel the agreement and take possession of any goods delivered to the Client and claim damages.

6. HIRE PERIOD

- TAKE NOTE:** should the hire period of toilets, sheds and / or other equipment not exceed 15 (fifteen) days, a minimum hire charge to the equivalent of half the monthly hire price (as set out in the Kings Hire price list) will be charged. (Road barriers are excluded as their costs will be calculated per full monthly rates.)
- The hire period (HP) shall commence when the Client takes delivery of the equipment and shall end when Kings Hire accepts return of the goods during its office hours, provided that in the case of goods delivered and to be collected by Kings Hire, the HP shall be regarded as having ended until the Client has notified the Kings Hire renting desk (KHRRD) per telephone, or by fax, or in person of termination of the HP. In the event that notification of termination of the HP is effected by way of fax, the Client must also notify Kings Hire telephonically. The Client shall immediately on receipt of notice by Kings Hire be allocated with a lease termination confirmation number (the Off Hire Number – O/H number) and the onus will be on the Client to obtain a o/h number. In case of dispute as to the date and time of notice of termination on a lease by a Client, the o/h number and the recorded date and time (as by Kings Hire) of the allocation of such number, shall be final and conclusive proof of the giving of notice by the Client and the date and time when such notice was given.
- In the event that the Client fails to return goods on the date of termination, Kings Hire shall be entitled to agreed pre-estimated damages in an amount equal to the hire charges as set out in this agreement, until the goods are returned, replaced or paid for in full.
- The HP shall continue until such date and time when the Client gives notice to Kings Hire by phone or fax and in return receive a o/h number, or return the goods to Kings Hire.
- The hire charges in respect of this agreement will cease from the o/h date of the goods.
- In the event that the Client:
 - does not specify the HP for goods leased; and/or
 - if the Client has not arranged for the lease to be for an undetermined period then the HP for unreturned goods will be deemed to be 24 hours, until terminated by either party.
 - "Working day" shall be eight working hours per 24 hour period on a weekday. Each twelve hour period will be deemed a "single shift".
- Notwithstanding that the Client specified the HP for goods leased, the Client shall bear the burden to inform Kings Hire one day prior to the termination of the hire period of the date, time and place where the goods are to be collected.
- Either party may terminate the extended contract period by giving 24 hours notice.
- The Client must obtain a valid o/h number in circumstances so stipulated in terms of this clause and in all circumstances an off-hire delivery note, in order for the termination to be valid.
- It is recorded that Saturdays will be deemed to be a working day if the Client do not notify Kings Hire in writing to the contrary.
- If the Client indicated in writing that work would not be done on Saturdays, and it so happens that Kings Hire goods and / or services are being used on the said day, then and in that event the Client will incur penalties of three times the agreed daily rate for the duration of the use of the goods and / or services for the said Saturday(s) during the HP.
- It is recorded that 1 (ONE) working day is the equivalent of 9 (NINE) business hours.

7. PROOF OF DELIVERY

A signed delivery note shall constitute sufficient proof that the goods have been delivered to and received by the Client in good condition whether signed by the Client, an employee, an agent or representative of the Client.

8. UTILIZATION OF GOODS

- The Client acknowledges that it is aware of the purpose for which the goods was designed as well as all safety and maintenance procedures, which are required in respect of the goods by any lawful authority and safety, and maintenance procedures. The Client acknowledges that it has the necessary knowledge, and know how to safely and correctly use the goods.
- The client shall be liable to and hereby indemnify Kings Hire for all damage or loss suffered by the client, should the goods be used for any other purpose.
- The Client confirms that the goods are used at its own risk and indemnifies Kings Hire against any claims of any nature brought against it by the Client, its employees, against or representatives or third parties arising out of the use of the goods under the control of the Client in terms hereof and all costs and expenses or representation shall be binding on the Client.
- Kings Hire does not undertake to furnish the Client with any technical advice, but should it do so, it does not warrant the correctness thereof.
- It is the sole responsibility of the Client to determine if the goods and services ordered are suitable for the purpose of intended use.
- The Client may in no way cease, nor assign this agreement, nor sub-let the goods.
- The failure by the Client without the prior written consent of Kings Hire to either retain possession or removal from the intended hire site or use of the goods for any purpose other than indicated at the time of order or use outside the time provisions or use of the goods by unauthorised, inexperienced, unqualified or unlicensed persons will incur penalties of three times the agreed daily rate from the moment of occurrence until issue of an off-hire delivery note by Kings Hire.

9. GOODS IN GOOD ORDER AND REPAIR

- The goods shall be deemed to be in good order and repair and fit for the purpose for which it is intended when delivered to the Client, unless the Client notifies Kings Hire of any defects immediately on taking delivery.
- Kings Hire shall decide at its sole discretion, whether the goods are defective or unfit for the purpose for which it is intended and shall be entitled to either terminate this agreement or refund any hire charges already paid, or replace the defective goods.

10. BREAKDOWN AND REPAIR

- The Client shall, at his own cost, service and maintain the goods in good running order and repair to the standard required by Kings Hire until the goods are returned to Kings Hire.
- The Client shall immediately notify Kings Hire of any breakdown. Kings Hire shall be entitled to repair or replace the goods at its costs at the owners principle place of business unless Kings Hire in its sole discretion determines that the breakdown is due to improper use or of failure to service and maintenance the goods in which event the Client shall on demand reimburse Kings Hire with all costs incurred as a result of the breakdown.

- The Client shall return the goods in a clean state and in good order, fair wear and tear excluded. In the event that the goods is lost, destroyed or damaged as a result of any cause prior to the return thereof, the Client shall be liable to make good the replacement cost thereof and hire charges shall continue until the Client has paid for or replaced the lost goods. If goods are returned in an unclear state, the Client shall be liable for reasonable costs to Kings Hire for cleaning of the goods.
- Should it be agreed that Kings Hire shall remove the goods at the end of any HP from the relevant site where it is situated, the Client shall ensure that the goods are readily accessible, properly vacated and recoverable. The Client indemnifies Kings Hire against all claims for damages or losses incurred as a result of the removal of the goods from the relevant site.
- In the event of a breakdown of any of the goods leased by the client, the client shall notify the Kings Hire Renting Desk (KHRRD) by way of telephone of such breakdown. The client shall immediately on receipt of notice by Kings Hire be allocated with a Kings Hire breakdown confirmation number (the KHB number). In case of dispute as to the date and time of notice of breakdown of the goods, the KHB number and the Kings Hire recorded date and time of the giving of notice by the client and the date and time when such notice was given.

11. RISK

- The risk of damage or destruction or theft of goods passes to the Client on moment of delivery and the Client undertakes to insure the goods for the replacement value, until returned.
- The Client shall at all times be fully responsible for the goods prior to the return thereof, and shall return it to Kings Hire at the expiry of the HP or on cancellation of the agreement provided that, in the case where Kings Hire has contracted to collect the goods, Kings Hire shall carry the risk from the moment of taking the goods in its possession on collection, or within 48 (Forty Eight) hours (Saturdays, Sundays and public holidays excluded) from notification of termination of lease by the Client (whom should be in possession of a valid o/h number), whichever happens first.
- Kings Hire shall at all reasonable times be entitled to access any premises of the Client for the purposes of:
 - Inspection; and/or
 - Repairing; and/or
 - Repossession of the goods; and/or
 - Cleaning; and/or
 - Servicing the goods
- Under no circumstances will Kings Hire be liable for any damages arising from any use, misuse or abuse of the goods.
- Under no circumstances will Kings Hire be liable for any consequential damages or any arising liability of any nature whatsoever (weather related damages included).

12. QUOTES

- All quotes will remain valid for a period of 7 (SEVEN) days from the date of the quote regardless of the Act, being applicable or not.
- The validity of any price quoted is subject to availability and to normal increases without prior notice.
- The Client hereby confirms that the goods and services on the delivery note issued, duly represent the goods and services ordered by the Client and the prices agreed to by the Client and where delivery / performance has already taken place, that the goods and services were inspected and that the Client is satisfied that these conform in all respects to the quality and quantity ordered and are clean and free of defects.
- All orders or variations to orders, whether oral or in writing, will be binding and subject to these standard terms and conditions and may not be cancelled.
- Kings Hire shall be entitled in its sole discretion to split the delivery / performance of the goods and services ordered in the quantities and on the dates it decides.
- Kings Hire shall be entitled to invoice each delivery / performance actually made separately.

13. WARRANTIES

- Kings Hire does not furnish any warranties, nor make any representations other than those contained herein.
- No warranties, nor representations, shall be binding on Kings Hire unless such warranties or representations are in writing and signed by a duly authorised representative of Kings Hire.
- The Client agrees that neither Kings Hire nor any of its employees will be liable for any innocent misrepresentation made to the Client. It is the sole responsibility of the Client to determine that the goods or services ordered are suitable for the purposes of intended use.

14. SESSION

- The Client hereby irrevocably and in rem suam (concerning one's own affairs) cedes, pledges, assigns, transfers and makes over to Kings Hire, all its rights, title, interest and to all claims of whatsoever nature and description and howsoever arising which the Client may now, or at any time hereafter have against all and any person, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Client from whatsoever cause or causes arising, which the Client may be or become bound to perform in favour of Kings Hire, if being acknowledged that this session is a session in securitatem debiti and is not an out and out session.
- The Client undertakes to inform Kings Hire in writing within 7 (SEVEN) days of any change of address of Director, member, shareholder or owner or 14 (FOURTEEN) days prior to selling or alienating the Client's business and failure to do so will constitute a material breach of this agreement. Any document will be deemed duly presented to the Client within:
 - 3 days of prepaid registered mail to any of the Client's business or postal addresses or to the personal address of any director, member or owner of the Client; or
 - 24 hours of being faxed or sent to any of the Client's fax or e-mail or digifax numbers or any director, member's or owners fax number; or
 - on being delivered by hand to the Client or any director, member or owner of the Client; or
 - 48 hours if sent by overnight courier.

15. LEGAL COST AND PROCEEDINGS

- The Client shall be liable to Kings Hire for all due expenses on the attorney and Client scale of an attorney and counsel incurred by Kings Hire in the event of:
 - any default by the Client; and/or
 - any litigation in regard to the validity and enforceability of this agreement. The Client will also be liable any tracing, collection or valuation fees incurred, as well as any costs, including stamp duties for any form of the security that Kings Hire may demand; and/or
 - the collection of any amounts due to Kings Hire or the enforcement of any rights following from this agreement or the breach thereof by the Client.
- The Client shall pay R5 000.00 into court or furnish efficient security in lieu of costs in any defended action instituted by or against the Client.
- Kings Hire shall have the right to institute any action in either the Magistrates Court or Supreme Court at its sole discretion.
- The Client agrees that Kings Hire will not be required to furnish security in terms of Rule 62 of the rules of the Magistrate's Court Act, number 32 of 1944, or in terms of Rule 47 of the Supreme Court Act, 59 of 1959, whichever is applicable.
- The Client agrees that no indulgence whatsoever by Kings Hire will effect the terms of this agreement or of the rights of Kings Hire and such indulgence shall not constitute a waiver by Kings Hire in respect of any of its rights herein. Under no circumstances will Kings Hire stop from exercising any of its rights in terms of this contract.
- A certificate signed by Kings Hire or his attorney will be sufficient proof of a / any outstanding amount due and payable by the Client.

16. BREACH OF CONTRACT

The Client agrees and acknowledge that in the event of:

- The Client breaching any condition contained in this agreement;
- The Client failing to pay any amount due and payable on the due date;
- The Client suffering any civil judgement to be taken or entered against it;
- The Client causing a notice of surrender of its assets to be published in terms of the Insolvency Act;
- The Client dying;
- The Client's estate being placed under any order of provisional of final sequestration, provisional or final winding up, or provisional of final judicial management, as the case may be: then and in that event, Kings Hire shall without detracting from any other remedies, which may be available to it, be entitled to:
 - summarily cancel the sale / hire agreement of any goods to the Client without notice to the Client, and to rely on the provisions of clause 3.2(i); and / or
 - to re-possess those goods sold / hired and delivered by Kings Hire to the Client; and / or
 - to claim specific performance of all of the Client's obligations whether or not such obligations would otherwise then have fallen due for performance, in either event, without prejudice to Kings Hire's rights to claim damages.

17. ACCESS TO INFORMATION

The Client, by signing this agreement, grant permission to Kings Hire, to obtain any information regarding the Client, including but not limited to the Client's credit record, in order to ascertain whether or not the Client qualifies for a credit facility at Kings Hire.

18. CHEMICAL TOILETS AND OTHER EQUIPMENT

- The Client shall, prior to the relocation of any toilets and / or equipment to another site, obtain the written approval from Kings Hire. In the event that the Client contravenes the terms of this clause then and in that event the Client shall bear the surplus charged levy by Kings Hire for travelling costs incurred, which charge will be similar to the service charge levied for the maintenance of the toilets and / or equipment.
- The Client must specifically state the date of relocation as well as the full particulars regarding the new site address.
- If the equipment are moved to another site and the Client did not obtain the necessary written approval as is stated in Clause 18(i) above, then and in that event the Client will be responsible for any damages incurred in the process of relocation.
- If the goods being moved are chemical toilets and / or equipment and the Client did not obtain the necessary written approval from Kings Hire as is stated in Clause 18(i) above, but the Client attached certain structures to the equipment then and in that event the Client shall be liable for any extra costs incurred by Kings Hire in order to remove or relocate the said equipment.
- If the chemical toilets are not accessible for services, removal and / or are obstructed in some way that may cause difficulty for Kings Hire to remove the toilets, then and in that event the Client shall bear the extra costs that may be incurred by Kings Hire in order to do the same.

19. GENERAL

- Any order resulting here from shall be subjected to the conditions stated herein, unless specifically varied by Kings Hire in writing, and these conditions shall at all times take precedence over any terms, conditions or stipulations contained in any of the Client's documentation as may be in conflict herewith.
- Should the Client in any way purport to attach any conditions which vary, amend or are in conflict with the conditions stated herein, then, notwithstanding anything to the contrary stipulated by the Client, the conditions set forth herein shall prevail and be of full force and effect unless specifically verified by Kings Hire in writing with specific reference to the Client's contrary documentation.
- Ownership in the goods remains vested in Kings Hire at all times, until the full purchase price has been paid, if applicable to the said transaction.
- The Client is not entitled to sell or dispose of any unpaid purchased goods without prior written consent of Kings Hire. The Client shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of Kings Hire in the goods.
- This contract represents the entire agreement between the Client and Kings Hire and that no alterations or additions to this contract may be affected unless agreed.
- This agreement will be applicable to all transactions between Kings Hire and the Client regardless of whether it is a cash sale or credit agreement or any other transaction of any type.