

Right of Inspection, Collection and Recovery of Equipment

All equipment hired from Sea Point Hire remains the sole property of Sea Point Hire at all times, and no ownership shall pass to the customer under any circumstances.

Sea Point Hire reserves the right, at its sole discretion and without prior notice where circumstances reasonably require, to inspect, recover, collect, or repossess any equipment from any site, premises, property, or location where such equipment is being used, stored, or kept if:

1. The agreed hire period has expired;
2. Any rental charges, deposits, damages, or other amounts due to Sea Point Hire remain unpaid;
3. The equipment is being used negligently, unlawfully, improperly, or contrary to the manufacturer's instructions or Sea Point Hire's recommendations;
4. Sea Point Hire reasonably believes that the equipment is at risk of loss, theft, damage, misuse, unauthorised possession, or deterioration;
5. The customer has breached any term of the hire agreement; or
6. Sea Point Hire reasonably considers such inspection, collection, recovery, or repossession necessary to protect its property, rights, or legitimate business interests.

The customer hereby grants Sea Point Hire, its employees, agents, contractors, and authorised representatives reasonable access to any premises or location where the equipment is situated for the purposes of inspection, collection, recovery, or repossession.

The customer shall not obstruct, delay, interfere with, or prevent Sea Point Hire from exercising its rights under this clause.

Any costs, expenses, legal fees, transport charges, storage costs, tracing fees, collection charges, sheriff's fees, or other expenses reasonably incurred by Sea Point Hire in recovering, collecting, or repossessing its equipment shall be payable by the customer on demand.

The exercise of any rights by Sea Point Hire under this clause shall not prejudice any other rights or remedies available to Sea Point Hire in law or under the hire agreement.