

SEA POINT HIRE CC STANDARD TERMS AND CONDITIONS

1. "Customer" means any person or persons at whose request or on whose behalf the supplier undertakes to supply any goods, do any business, or provide any advice or service.
2. "Supplier" means SEA POINT HIRE CC.
3. "Goods" means any materials, products and/or services supplied to the customer by the supplier
4. "Agreement/Contract" shall mean these standard terms of agreement, and such other terms and conditions of agreement as may be agreed in writing between the parties and shall apply consistently to every agreement entered into between the supplier and the customer.
5. Payment is strictly on receipt of statement.
6. The customer hereby acknowledges that should any amount not be paid on due date, the full amount owing by the customer to the supplier shall immediately become due and payable without any notice of whatsoever nature, notwithstanding that any amount may, as at that date, not yet be due.
7. The customer shall pay interest on all overdue amounts at the maximum permissible rate in terms of the National Credit Act 34 of 2005 ("NCA") to the supplier.
8. In the event of the supplier instructing attorneys to collect any amounts, all legal fees, collection charges and tracing agents fees as between attorney and client shall be borne by the customer and all payments made shall firstly be allocated towards such fees and charges, and thereafter to interest and finally capital.
9. The customer consents to the jurisdiction of the Magistrates Court for all action which may be instituted against one or all for the recovery of any amount owing to the supplier.
10. Ownership of the hired equipment shall not pass to the customer. The supplier may, without notice to the customer, reclaim possession of the hired equipment in the event that the customer breaches any of these terms and conditions.
11. For all purposes under this agreement including giving of any notice, the payment of any amount, the service of any process and for all other purposes arising from this agreement, the customer hereby chooses *domicilium citandi et executandi* the physical address of the customer stipulated on the face hereof.
12. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or bilateral; shall be of any force and effect unless reduced to writing and signed by the supplier. No agreement, whether consensual or bilateral, purporting to obligate the supplier to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by the supplier. No warranties, representation or guarantees have been made by the supplier or on its behalf which may have induced the customer and /or surety to sign this document.
13. No relaxation or indulgence granted by the supplier to the customer shall be deemed to be a waiver of any of the rights of the supplier in terms of this agreement and such relaxation or indulgence shall not be deemed to be a novation of any of the terms and conditions of this agreement.
14. The customer must reimburse the supplier for the full content market value of any equipment not being returned to the supplier and every resource having been exhausted to recover said equipment, the equipment will be deemed as stolen and reported to the local authorities for further action.

I hereby acknowledge having read, understood and accepted the entire contents hereof.

Signature of customer: _____

Full Name: _____

Identity No: _____

Address: _____