

TRAILER HIRE: TERMS AND CONDITIONS

For the purpose of the following conditions of hire, the person hiring the horse-box/trailer shall be called the 'Hirer' and the person providing the trailer shall be called the 'Owner'.

Owner:

LJ van Eeden: Vleitjie plaas, Swellendam, 6740
Cell: 082 416 3635

Hirer:

Name & Surname: _____
ID Number: _____
Home Address: _____

Cell phone: _____
Rental date: _____
Destination: _____
Bank Details: _____

I, the hirer, hereby agree to the conditions below:

RESPONSIBILITY OF THE OWNER

The Owner undertakes to supply the trailer in a roadworthy condition. The Owner will ensure that the trailer is cleaned prior to hire.

RESPONSIBILITY OF THE HIRER

The Hirer agrees to minimise the risk of damage to or loss of the trailer at all times by employing the most practical and diligent methods of safety and security during the hire period.

The registration number of the Trailer is CCK 4799

The maximum speed for this horse box is 80km per hour.

The maximum load of this horse box is 1,000kg

Please ensure the following are in order:

- The tow hook is at the correct height of the trailer.
- Trailer tyres inflated to 2.2 Bar and towing vehicle tyres inflated to manufacturer's recommendations.
- THE DOOR IS OPENED AND THE HORSE LOADED ON AN EVEN SURFACE.
- Safety chain and disconnection cord are over gooseneck of the tow bar.
- The dolly wheel is tightly stowed in the space provided, the trailer brake is released when driving, and the doors are properly closed before moving off.

The trailer shall not be transported outside of the Cape Town area – it is intended to be used for short trips of under 100km.

PAYMENT

Hire rate is R450 per day and a deposit of R550 to be paid in full prior to the use of the horsebox. Hire rate does not include insurance. The deposit will be paid back into the hirer's account upon safe return of the horsebox.

Payment to be made in cash or preferably paid via EFT to:

SJ VAN DER RIET;
CAPITEC BANK
SAVINGS ACCOUNT: 1449233633
BRANCH: 470010

Please **sms proof of payment** to Sarah at **072 278 5605**.

TOW VEHICLE SUITABILITY & TRAILER USE

The Hirer must ensure that the tow vehicle is suitable to tow the expected weight of a fully loaded horse trailer.

The Hirer to ensure the tow vehicle must be fitted with an approved tow-bar, 50mm ball, a standard 12-volt 7 pin electrical connection socket and that the lights are in working order before towing the horse box.

The Hirer agrees to load the trailer within the manufacturer's limits and to transport the trailer within the South African Road Regulations.

The Hirer shall not make any repairs or adjustments to the trailer without consulting the Owner.

The Owner shall also not be held liable for any costs incurred by the Hirer should the Hirer make repairs to the trailer, without the Owner's consent. The Hirer must be legally able to tow the trailer in accordance with the South African licensing laws.

The Hirer agrees to load a single horse or, in the case of two horses, the heaviest horse in the right-side compartment to help counter the road's camber.

TRAILER INSPECTION AND RETURN

Prior to the Hirer accepting the trailer, a visual inspection of the entire trailer shall be carried out by the Hirer. The hirer to notify the owner via sms should there be any concerns regarding condition of the horsebox prior to use.

A similar inspection shall be carried out upon return of the trailer by the Owner.

The Hirer shall return the trailer in the same clean condition and park in the bay provided at Beau Cheval. Any change must be agreed in advance

with the Owner. In the event of a change to schedule instigated by the Hirer, the Owner reserves the right to make a reasonable surcharge if this causes a disruption.

The Owner reserves the right to make a surcharge of R100.00 if the trailer is not clean both externally and internally to a reasonable standard.

INSURANCE & LIABILITY

This horse box is insured for use by the Owner, as well as the Hirer.

The Hirer agrees that the valuation of the trailer is a market value of R60 000 (Sixty Thousand Rand)

Should the horse box be damaged, stolen, lost, impounded, or involved in an accident during the hire period, or any other damage happen to the horse box, the Hirer is liable for the excess charged by the Insurance Company related to the above, as well as any other costs not covered by the Insurance Company. The Hirer is also responsible for any and all Third-Party claims related to the above occurrence.

The trailer shall not be towed by any person other than the Hirer.

The responsibility and liability of the trailer and contents passes to the Hirer on the signing of the hire agreement. The trailer is then used entirely at the Hirer's own risk.

The Owner shall not be liable for injury or death caused to the Hirer, their horse/s or any third parties arising out of the use of the trailer during the hire period.

The Owner shall not be liable for any consequential losses arising out of the use of the trailer.

The full amount will become due at the start of the hire period. The Hirer will be liable to pay the Owner the ongoing daily hire rate until the full cost has been paid.

The Hirer agrees to pay the Owner the full cost of any parts and repairs for any damage to the trailer.

The Hirer shall be liable for any legal, court or other costs associated with the recovery and rent of the trailer, the cost of the trailer or the cost of any parts and repairs of the trailer as a consequence of, but not limited to, the Hirer breaching or negligence in the conditions of hire.

Any traffic fines accrued during the hire period will be for the account of the Hirer.

The Owner reserves the right to cancel hire in the event of unforeseeable or uncontrollable circumstances such as theft, accident or late delivery of the trailer.

GENERAL

The trailer remains the property of the Owner at all times during the period of hire. The trailer shall not be used for any application other than its intended purpose.

The Owner reserves the right to recall the trailer at any time during the hire period if there is evidence that the Hirer is in breach of these conditions, abusing the hire facility or if the trailer is in a situation of significant risk of loss, damage or theft. The Hirer shall be liable for any costs incurred by the Owner.

The Hirer understands that in the event of such termination or repossession, he/she has no right to a refund of any part of the rental charges.

The Hirer must be over 25 years old and in possession of a valid SOUTH AFRICAN driver’s licence with the appropriate Code of **EB or higher** to tow the trailer.

The Hirer may not assign, sub-contract, sub-licence or otherwise transfer any of its rights or obligations under the Agreement without the Owner’s prior written consent signed by the authorised signatory. Additionally, only the licenced individual who signed the agreement may transport the horsebox. **Failure to comply with this requirement can lead to forfeiture of deposit.**

This agreement shall be construed in accordance with South African Law and South African Courts shall have exclusive jurisdiction.

I, the Hirer, have read and familiarised myself with the above listed conditions and agree to comply with it.

Name of Hirer: _____

Signature of Hirer: _____

Date: _____

Place: _____