



GENERAL CONDITIONS OF HIRE

1. TERMS OF EQUIPMENT HIRE
 - (a) WENBRO HIRE ("the supplier") hires the equipment ("the equipment") to the customer described on the 'Hire Agreement' in terms of these General Conditions of Hire.
2. PERIOD
 - (a) The initial period for which the equipment is required by the customer shall be as stated.
 - (b) The hire period shall commence when the customer takes delivery of the equipment and, shall end when the supplier accepts receipt of the equipment.
 - (c) Hire contracts may be cancelled by the supplier at any time should payment not be received timely or if no communication is successful or arrangement is made by the customer. Once the supplier has cancelled the hire contract, equipment is to be returned within 48 hours alternatively it will be deemed as stolen and it will be reported to the South African Police Service and a criminal case will be opened against the customer.
3. EQUIPMENT IN GOOD ORDER AND REPAIR
 - (a) The equipment shall be deemed to be in good order and repair and fit for the purpose it is intended when delivered to the customer, unless the customer notifies the supplier of any defects immediately upon taking delivery.
 - (b) The supplier shall in its sole discretion, decide whether the equipment is defective or unfit for the purpose for which it is intended, and shall be entitled to either terminate the Hire Agreement and refund the deposit and any hire charges paid, or shall replace the defective equipment.
4. BREAKDOWN, REPAIRS & THEFT
 - (a) The customer shall immediately notify the supplier of any breakdown. The supplier shall be entitled to repair or replace the equipment at its own cost at the principal place of business unless the supplier, in its sole discretion determines that the breakdown is due to improper use or failure to service and maintain, in which event the customer shall on demand reimburse the supplier with all costs incurred as a result of the breakdown. In the event that the equipment is lost, destroyed, damaged or stolen as a result of any cause prior to the return thereof, the customer shall be liable for replacement cost thereof and hire charges shall continue until the customer has paid for the replacement of the lost equipment.
 - (b) The customer shall return the equipment in a clean state and in good order and repair, fair wear and tear accepted on the date as agreed on the Hire Agreement. In the event that the equipment is lost, destroyed, damaged or stolen as a result of any cause prior to the return thereof, the customer shall be liable for replacement cost thereof and hire charges shall continue until the customer has paid for the replacement of the lost equipment.
 - (c) The customer is liable for insurance of equipment hired. The supplier does not accept responsibility for insurance of equipment once it has left the company premises.
5. USE OF EQUIPMENT
 - (a) The customer shall use the equipment at their own risk and indemnifies the supplier against any claims of any nature brought against it by the customer's employees, representatives or third parties arising out of use of the equipment while under the control of the customer in terms hereof and all costs and expenses incurred by the supplier in defending or settling such proceedings. The customer shall have no claim of any nature against the supplier for any loss suffered or damages sustained by the customer arising from any cause, including without limitation, the use of the equipment and provisions thereof.
 - (b) It is the customer's sole responsibility to ensure all necessary PPE is used by any person operating the equipment, as well as ensuring all safety mechanisms and precautions are in place and non-defective. The supplier will not take responsibility for any injury, damages or loss suffered as a result of failure to take the necessary precautions here mentioned.
 - (c) No time off/ off-hire will be given by word of mouth. Only communications via E-mail, WhatsApp or SMS that have been confirmed by management will be accepted in this regard.
6. NO WARRANTIES
 - (a) The supplier does not furnish any warranties nor make any representations other than those contained herein, and no warranties or representations shall be binding on the supplier unless such warranties or representations are reduced to writing and signed by a duly authorized representative of the supplier. The supplier does not undertake to furnish the customer with any technical advice, but should it do so, it does not warrant the correctness thereof.
7. ACCESS
 - (a) The customer shall at all times be fully responsible for the equipment prior to the return thereof and shall return it to the supplier at the expiry of the hire period stipulated on the Hire Agreement or upon cancellation of the Hire Agreement.
 - (b) The customer shall not allow the equipment to be attached, sold or pledged while in its possession.
 - (c) Ownership of the equipment shall always vest in the supplier.
8. BREACH
 - (a) Should the customer commit an act of insolvency, sequestration or be placed under liquidation, whether provisional or final, or be placed under judicial management, the supplier shall be entitled to terminate this agreement forthwith and enter any premises of the customer and retake possession of the equipment.
 - (b) In the event of the customer/surety being in default of payment of the account and the supplier decides to take legal action for the recovery thereof, the customer/surety undertakes to pay all legal costs on an attorney and client basis including collection commission and tracing costs, if necessary.
 - (c) In addition to any rights that the supplier has, the supplier reserves the right to report any default in payment to any credit bureau.
9. MISCELLANEOUS
 - (a) The provisions hereof shall govern the agreemental relationship between the supplier and the customer, and no other provisions, whether stipulated for by the customer in any order form or in any other manner or implied by law shall have any force or effect unless accepted by the supplier in writing.
 - (b) The customer consents to the jurisdiction of the Magistrates Court of the district on which the customer's address shown above is situated in respect to any legal proceedings arising out of this agreement. The parties elect their respective *domicilium citandi et executandi* at the address provided on Page 1 for service of process or for the purpose of giving notice.

AVAILABLE PAYMENT TERMS

COD ACCOUNT	CURRENT ACCOUNT	30 DAY ACCOUNT
A COD (Cash on Delivery) Account requires payment to be made either before or upon receiving the equipment, which includes a deposit. Once the initial payment has been used up, the customer must either return the equipment or make additional payment to continue using it, without using up the deposit that was initially paid.	A Current Account is a credit account that allows customers to hire the equipment on credit and make payments at a later date. This option is ideal for customers who frequently hire and want to streamline their payment process. A credit limit is assigned to the account and the customer can hire equipment up to that limit. Payment is due by the last day of the month in which the equipment was hired. Late payment will incur interest charges.	A 30 Day Account requires payment for all invoices due by the 30 th day of the following month after the invoices were raised. For example, all invoices raised in July must be paid by the end of August. Please note that payment must be made within the next calendar month after the invoices were raised. This term is strictly enforced. If you wish to apply for a 30 Day Account please ensure you provide only 30 Day Account references.

- On the 30th day of each month if the account has not been paid the account will be placed "On Hold" until payment has been received. No further equipment will be supplied to the customer.
- By the 6th day of the following month if the account has not been paid, the equipment on site will be collected and returned to Wenbro Hire, once the amount due has been paid the account is taken "Off Hold" and the customer may resume hiring.
- Failing to pay an account that is 30 days overdue will result in a final demand being issued.
- Failing to respond with payment after a final demand has reached expiry, will result in the account being handed over to attorneys for debt collection and the customer shall be listed on ITC for default payment.
- Should a customer exceed their stipulated credit limit set above, the onus is on the customer to make payment to Wenbro Hire in order to bring their credit in line within seven (7) days.
- Failure to bring the credit in line will result in the account being placed "On Hold" and equipment will be collected.
- Please ensure if there are any concerns with regards to payments that you send all correspondence to accounts@wenbrohire.co.za.
- Ensuring the above correspondence is received will allow Wenbro Hire to assess the credit standing and make alternative arrangements with the customer.
- Any account handed over for debt collection will be subject to a penalty fee of between 10-16% for recovery costs.
- In the event of an account remaining dormant for a period of 1 year or more, it will be necessary for the customer to provide updated supporting documents and verify their contact details. Additionally, a new credit check will be conducted.
- In cases where an account remains dormant for a period exceeding 2 years, the customer will be required to submit new account application forms along with updated supporting documents. Furthermore, a comprehensive credit check will be performed, and we will initiate contact with the provided references.
- The supplier reserves the right to request updated application forms and supporting documents from the customer at any point to ensure the accuracy and validity of their account information.

CUSTOMER NAME _____

WITNESS NAME _____

CUSTOMER SIGNATURE _____

WITNESS SIGNATURE _____

Who by his or her signature warrants that he or she is duly authorised to sign on behalf of the customer.

SIGNED AT _____ ON THIS DAY _____ OF _____ 20 _____

(Place) (Day) (Month) (Year)