



Johannesburg

Unit 3, Freeway Centre, Cnr Andries Street & Wynberg Road, Wynberg

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Cape Town

Unit 9A Phumelela Park, Chain Ave, Montague Gardens

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MASTER RENTAL AGREEMENT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The below terms and conditions govern all relationships and future transactions between the Owner and the Hirer and apply to the Rental Agreement entered into between the Owner and the Hirer.
- 1.2. The Hirer acknowledges that by accepting a quotation by the Owner or placing an order with the Owner, it is deemed to have read, understood and accepted the below terms and conditions and accordingly shall be bound by same.
- 1.3. The below mentioned terms and conditions shall apply to any Equipment leased by the Hirer from the Owner.
- 1.4. The Owner reserves the right to periodically amend, update or change these terms and conditions.

2. DEFINITIONS

- an expression which denotes any gender includes the other genders; the singular includes the plural and *vice versa*; and a natural person includes an artificial or juristic person and *vice versa*;
- 2.1. **'Agreement'** – shall mean collectively this Master Rental Agreement and the Terms and Conditions together with any Quote, Pro Forma Invoice, Delivery Note, Collection Note and/or Invoice from the Owner.
 - 2.2. **'Cancelled Order'** – an Order that is cancelled by the Hirer.
 - 2.3. **'Cancellation Fee'** – a percentage of the Hire Amount or Variation Amount payable by the Hirer to the Owner in the event of the Hirer cancelling the Order, as more fully set out in clause 21.
 - 2.4. **'Collection Date'** – being the date upon which the Agreement is terminated, and the Equipment is to be returned to the Owner by the Hirer, and as stipulated on the Owner's Quote or Proforma Invoice.
 - 2.5. **'Delivery Note'** – the signed/stamped delivery note evidencing the Equipment collected by or delivered to the Hirer, or its duly nominated representative, or any person who is in control of the premises at the time of delivery.
 - 2.6. **'Delivery Date'** – being the date upon which the Equipment is delivered to or collected by Hirer, or its duly nominated representative, and as stipulated on the Owner's Quote or Proforma Invoice.
 - 2.7. **'Damages'** – included but are not limited to total or partial damage, loss, destruction, breakages, scratches, stains, tears and excessive dirt.
 - 2.8. **'Damages Amount'** - the amount payable by the Hirer to the Owner for Damages of the Equipment while under the care of the Hirer.
 - 2.9. **'Equipment'** – any and all items being hired to the Hirer by the Owner, including but not limited to furniture, decorations, catering equipment, flooring, audio-visual equipment, staging equipment, props, sets and related equipment.
 - 2.10. **'Hire Rate'** – the rate for the hire of the Equipment as set out in the Quote.
 - 2.11. **'Hirer'** – the person/company to whom the Quote and/or Pro Forma Invoice is made out to and/or its representative who accepts any Quote and/or Delivery Note from the Owner.
 - 2.12. **'Hire Period'** – the agreed period for which the Equipment is required for use by the Hirer, and as stipulated in the Owner's Quote/ Proforma Invoice.
 - 2.13. **'Hire Amount'** – the amount payable by the Hirer to the Owner for the hire of the Equipment and as stipulated in the Owner's Quote/ Proforma Invoice.



INSPIRE RENTALS

Company Registration Number: 2020/913222/07

VAT Registration Number: 4850298110

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- 2.14. **'Owner's Intellectual Property'** - means all intellectual property rights including, without limitation, trademarks, service marks, trade names, domain names, registered designs, patents, utility models and like rights, in each case whether registered or unregistered and including applications for the grant of any of the aforementioned, copyright (including, without limitation, the Equipment, designs of the Equipment, rights in computer programs and data bases and moral rights), inventions, designs (including, without limitation, the Equipment designs), know-how, confidential information, goodwill, trade secrets, and all rights in and to any of the aforementioned, and all rights or forms of protection having equivalent or similar effect to any of the aforementioned, which may subsist in any country in the world;
- 2.15. **'Long Distance Transport'** – the amount payable in respect of transport of equipment to the Site and back to the Owner's Depot if the distance to the Site is more than 50km from the Owner's Depot.
- 2.16. **'Owner'** – Inspire Rentals (Pty) Ltd, a company duly registered and incorporated in accordance with the Company Law of South Africa and with registration number 2020/913222/07.
- 2.17. **'Owner's Depot'** – any depot from which the Owner conducts its business, or any other location nominated by the Owner.
- 2.18. **'Order'** – a written communication by the Hirer to the Owner, alternatively a signed Quote, together with payment of the deposit (unless a credit facility is provided by the Owner) requesting the Owner to supply Equipment to the Hirer based on the terms of the Quote.
- 2.19. **'Parties'** – the Owner and the Hirer collectively.
- 2.20. **'Proforma Invoice'** – a document issued by the Owner to the Hirer to confirm the acceptance of the Order.
- 2.21. **'Quote'** – any quotation issued by the Owner to the Hirer proposing the nature, quantity, Hire Amount and Hire Period, of the Equipment to be supplied, and subject to the standard terms and conditions of the Owner.
- 2.22. **'Site'** – the delivery address provided for by the Hirer for the Equipment to be delivered to and/or used.
- 2.23. **'Variation Amount'** – any additional amount relating to additional Equipment ordered subsequent to the confirmation of the Order by the Owner.

3. HIRE OF EQUIPMENT:

- 3.1. The Owner hereby hires the Equipment reflected in the Owner's Quote or Proforma Invoice to the Owner on the terms and conditions contained herein.
- 3.2. By accepting the Owner's Quote, Proforma Invoice, or by placing an Order with the Hirer, the Owner agrees to be bound by the below terms and conditions.

4. OWNER'S ACCESS TO AND RIGHT TO INSPECT THE EQUIPMENT:

- 4.1. Notwithstanding the location of the Equipment, the Owner (or their duly authorised representative) shall at all times have access to the Equipment and be entitled to inspect same.
- 4.2. In circumstances where the Hirer would need to organise or arrange access for the Owner (or their duly authorised representative) prior to the Owner (or their duly authorised representative) arriving on Site, the Owner will notify the Hirer of its intention to access the Equipment.



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5. DEFECTS AND DAMAGES:

- 5.1. The Hirer shall be obliged to notify the Owner of any defects or deficiencies in the Equipment immediately upon receipt of the Equipment (whether by dispatch or collection), in writing or electronic communication.
- 5.2. Any notification of defects or deficiencies must include a description of the damage as well as photographic evidence on Site, which must be sent by the Hirer and received by the Owner prior to the use of the Equipment.
- 5.3. In the absence of notification of defects or deficiencies by the Hirer to the Owner in writing:
 - 5.3.1. the Equipment shall be deemed to be in good condition and free of defects or deficiencies;
 - 5.3.2. the Hirer shall be responsible for the agreed Hire Amount and any repair costs or replacement costs suffered by the Owner arising from such defect or deficiency;
 - 5.3.3. the Owner shall be entitled to set-off any damages to the Equipment from the security deposit and the Hirer shall in turn forfeit the amount of the security deposit in favour of the Owner.
- 5.4. In the event that the Hirer has been invoiced for Damages at full replacement value, the Hirer shall be entitled to take ownership of the damaged Equipment upon full payment of the Damages Invoice, and will be required to collect the damaged Equipment from the premises of the Owner within 5 business days of the date of the Damages Invoice. Failure to collect the Equipment within 5 business days of the date of the Damages Invoice will result in the Hirer forfeiting his rights to ownership of the damaged Equipment.

6. USE OF THE EQUIPMENT:

- 6.1. The Hirer hereby undertakes and warrants that it will use the Equipment only at the Site specified and for its intended purpose, and only for the duration of the Hire Period.

7. PRIMA FACIE PROOF OF DELIVERY OF EQUIPMENT:

- 7.1. A signed/stamped delivery note shall constitute conclusive proof that the Equipment has been delivered to and received by the Hirer in good condition, whether signed by the Hirer or its duly nominated representative, or any person in control of the premises where the Equipment is to be delivered.

8. TERMINATION OF THE AGREEMENT:

- 8.1. The Hirer's rights to use and retain possession of the Equipment shall terminate on the Collection Date specified on the Owner's Quote or Pro Forma Invoice.
- 8.2. The Owner shall have the right to terminate this Agreement, without prior notice to the Hirer, in the event of any breach by the Hirer of the Owner's standard terms and conditions.
- 8.3. In the event of a breach by the Hirer and the termination of the Agreement by the Owner, the Owner shall be entitled to collect the Equipment from the Site forthwith.
- 8.4. On termination of the Agreement, for any reason whatsoever, the Hirer shall discontinue the use of the Owner's Intellectual Property and return all materials thereof in its possession to the Owner immediately on termination.
- 8.5. Should the Owner terminate the Agreement earlier than the termination date set out on the Pro-Forma Invoice due to a breach by the Hirer, the Owner shall be entitled to retain the full Hire Amount and the Hirer will be liable for any damages sustained by the Equipment.

9. SECURITY DEPOSIT:

- 9.1. The Hirer shall be required to provide a refundable security deposit which will be held by the Owner as security for the Hirer's obligations in terms of this Agreement.
- 9.2. The Owner, in its sole discretion, may agree to waive the security deposit by written notice to the Hirer.



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- 9.3. The waiver of the security deposit does not constitute a novation or waiver of the Hirer's obligations contained in the Agreement with regard to Damages, loss or theft of the Equipment.
- 9.4. The deposit, after deduction of all amounts owing by the Hirer to the Owner, will be repaid to the Hirer on request, or within fourteen (14) days after the Collection Date, or shall be retained by the Owner and reflected as an amount owing by the Owner to the Hirer in the accounting records of the Owner.

10. CARE OF THE EQUIPMENT:

- 10.1. The Hirer hereby undertakes to exercise the utmost duty and care for the Equipment while same is in its possession.
- 10.2. The Hirer undertakes to take all reasonable steps to safeguard the Equipment during the Hire Period.
- 10.3. The Hirer shall be responsible for all expenses arising from Damages or theft of the Equipment occurring whilst in possession of the Hirer, which shall include but not be limited to forfeiting of the security deposit, repair costs, replacement costs and traveling time and costs of the Owner or their nominee.
- 10.4. All risk in and to the Equipment shall pass to the Hirer on the Delivery date, from which date the Hirer shall be responsible for the Equipment.

11. OWNER'S TRANSPORT OF THE EQUIPMENT:

- 11.1. Where transfer of the Equipment is undertaken by or arranged by the Owner, the Hire Period shall be deemed to commence when the Equipment leaves the Owner's depot.
- 11.2. The risk of loss or damage to the Equipment shall pass to the Hirer when the Equipment is delivered to the Site and shall revert to the Owner when the Equipment has been loaded for return by the Owner. The Hire Period shall terminate when the Equipment has been returned to the Owner's depot.

12. HIRER'S TRANSPORT OF THE EQUIPMENT:

- 12.1. Where the Equipment is transported from the Owner's depot by the Hirer the Hire Period shall be deemed to commence when the Equipment leaves the Owner's depot and the risk or loss of or damage to the Equipment while in transit or being handled, loaded or offloaded at any place other than the Owner's Depot shall be assumed by and shall pass to the Hirer and shall remain with the Hirer until the Equipment is returned to the Owner's Depot.
- 12.2. Where transport is provided or arranged by the Hirer whether on commencement or termination of the Hire Period then the Hirer shall be obliged to provide for such transport forthwith and the Hire Period shall only terminate when the Equipment is returned to the Owner's Depot.

13. USE OF THE EQUIPMENT:

- 13.1. The Hirer shall be liable for the Hire Amount of the Equipment regardless of whether the Equipment was utilised in its entirety.
- 13.2. The Hirer shall have no claim or rebate against the Owner for any Equipment ordered, but not used by the Hirer during the Hire Period.

14. INTELLECTUAL PROPERTY RIGHTS:

- 14.1. Nothing in the Agreement shall be deemed to transfer any intellectual property owned by the Owner to the Hirer and the Hirer agrees and acknowledges that it has no claim of any nature in and to the Owner's Intellectual Property.
- 14.2. Hirer:



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- 14.2.1. Acknowledges that any and all right, title and interest in and to the Owner's Intellectual Property vests and remains vested exclusively in the Owner and all benefits arising from the use thereof shall inure exclusively for the benefit of the Owner;
- 14.2.2. Shall use the Owner's Intellectual Property only as provided for in terms of the Agreement and shall not use or permit any third party to use the Owner's Intellectual Property for any reason whatsoever, without the prior written consent of the Owner;
- 14.2.3. Shall not decompile, disassemble and/or reverse engineer or otherwise copy the Owner's Intellectual Property (or any part thereof), nor shall Hirer encourage, assist or otherwise cause any third party to do so;
- 14.2.4. Shall not do anything that could cause any harm to the Owner or the Owner's Intellectual Property, including but not limited to acts of intellectual property infringement, defaming the Owner or, otherwise reducing the commercial value of the intellectual property in any manner whatsoever.

15. VALIDITY OF QUOTE:

- 15.1. All Quotes will be valid for a period of 30 (thirty) days from date of quotation Hirer
- 15.2. All Quotes are subject to availability of Equipment.
- 15.3. This Agreement shall be of full force and effect once the Proforma Invoice has been transmitted by the Owner to the Hirer.
- 15.4. The Owner reserves the right to amend its Quotes without prior notice to the Hirer prior to confirmation of the Order. Should the Quote be amended, the amended Quote will be furnished to the Hirer prior to confirmation of the Order.

16. QUOTE CONFIRMATION:

- 16.1. A Quote will only be confirmed upon written communication by the Hirer to the Owner.
- 16.2. Payment alone by the Hirer will not constitute acceptance of a Quote or Order, furthermore, all payments must be accompanied by written acceptance of the Owner's Quote or Proforma Invoice.

17. RESERVATION OF EQUIPMENT:

- 17.1. Equipment will only be reserved upon confirmation of receipt of payment by the Hirer, or upon written confirmation by the Owner.

18. LATE ORDERS OR VARIATIONS:

- 18.1. An Order will be deemed to be a late Order if received by the Owner less than **48 hours** before the commencement of the Hire Period.
- 18.2. Late Order Fees will be charged as follows:
 - 18.2.1. On Late Orders received 48 hours – 24 hours before the commencement of the Hire Period, a late fee of **10%** of the total Hire Amount or Variation Amount shall be charged by the Owner;
 - 18.2.2. On Late Orders received less than 24 hours before the commencement of the Hire Period, a late fee of **20%** of the total Hire Amount or Variation Amount shall be charged by the Owner



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- 18.3. Any variation to the Order will be in writing and will only be valid once the Hirer has accepted the Owner's amended Quote/Proforma Invoice reflecting the variation amount.

19. PAYMENT TERMS:

- 19.1. Notwithstanding payment of the Security Deposit, the Hirer is required to effect payment of 50% (fifty *per centum*) of the Hire Amount upon confirmation of the Order by the Owner.
- 19.2. The balance of the Hire Amount is to be paid to the Owner 48 hours prior to the Hire Period.
- 19.3. The Owner may, in its sole discretion and in writing, extend credit terms to the Hirer.
- 19.4. Notwithstanding credit terms granted to the Hirer, 50% (fifty *per centum*) of the Hire Amount payment shall be required upon confirmation of the Order by the Owner, and payment of the 50% balance shall be subject to the credit terms as per 22. below.
- 19.5. Notwithstanding credit terms granted to the Hirer, Long Distance Transport shall be paid in full upon confirmation of the Order.

20. ORDER CONFIRMATIONS:

- 20.1. Orders will be deemed to be confirmed upon the issuance and delivery of a Proforma Invoice by the Owner to the Hirer, and Upon confirmation of payment by the Owner as per clause 20.
- 20.2. Confirmation of orders is required 48 hours prior to the Hire Period.

21. CONFIRMATION OF PAYMENT:

- 21.1. Payment by the Hirer will be confirmed only upon the funds reflecting in the bank account of the Owner.

22. CANCELLED ORDERS:

- 22.1. A Cancellation Fee shall be charged on any Cancelled Order as follows:
- 22.1.1. No Cancellation Fee shall be applicable if the Order is cancelled **21 days** prior to commencement of Hire Period.
- 22.1.2. A 25% Cancellation Fee will be applicable if the Order is cancelled **14-20 days** prior to commencement of Hire Period.
- 22.1.3. A 50% Cancellation Fee will be applicable if the Order is cancelled **7 - 13 days** prior to commencement of Hire Period.
- 22.1.4. A 75% Cancellation Fee will be applicable if the Order is cancelled **3 - 7 days** prior to commencement of Hire Period.
- 22.1.5. A 100% Cancellation Fee will be applicable if the Order is cancelled **less than 72 hours** prior to commencement of Hire Period.
- 22.2. Notwithstanding the provisions of clause 21.1 above, where Equipment is manufactured or purchased by the Owner specifically for the Order, the Hirer will be charged a Cancellation Fee of 100% regardless of the period.
- 22.3. The Hirer hereby acknowledges that should the Hirer cancel an Order, the Owner will suffer a financial loss and accordingly agrees that the Cancellation Fee set out above is fair and reasonable.



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23. PAYMENT OF ACCOUNTS:

- 23.1. In the event that the Owner extends credit to the Hirer in writing, payment of the amount shown as owing by the Hirer on any account rendered by the Owner to the Hirer shall be made in accordance with the credit terms of the Owner.

24. DISPUTED AMOUNTS:

- 24.1. The Hirer shall lodge any dispute on the Hire Amount within 7 business days of receipt of the Proforma Invoice.
- 24.2. Failure to do so will result in confirmation that the Hirer does not dispute the Hire Amount.
- 24.3. The Hirer shall lodge any dispute on the Damages Amount within 5 business days of receipt of the Invoice, and shall be entitled to inspect the damaged Equipment at the Owners premises within 5 business days of lodging the dispute.
- 24.4. Failure to do so will result in confirmation that the Hirer does not dispute the Damages Amount.

25. LATE PAYMENTS:

- 25.1. Any discounted amount or rebates will be disallowed on late payments, and the Hirer shall be responsible for *mora* interest at the rate of 2% per month from date the amount became due to the date the Owner receives payment.

26. LATE RETURNS:

- 26.1. The anticipated Hire Period shall be deemed to be automatically extended for an additional period from the Collection Date until the Equipment has been returned to the Owner.
- 26.2. Should the Equipment not be made ready for Collection at the time and date specified as the Collection Date, this will constitute a late return.
- 26.3. In the event of a late return, at the sole discretion of the Owner the Hirer will be liable for payment of 1 Hire Rate (exclusive of any discount on the original Order) for each 24-hour period after the Collection Date until the Equipment is returned to the Owner.

27. OWNERSHIP, CESSION, ASSIGNMENT AND ALIENATION:

- 27.1. The Owner shall at all times remain the lawful owner of the Equipment.
- 27.2. The Hirer shall not:
- 27.2.1. cede or assign the rights and obligations in terms of this Agreement;
 - 27.2.2. sell, mortgage, alienate, pledge or in any way encumber the Equipment;
 - 27.2.3. lend or part with possession of the Equipment.
- 27.3. The Hirer shall be obliged to retain the Equipment on the Site and save for the purpose of returning it to the Owner, shall not remove nor allow it to be removed therefrom without first obtaining the written consent of the Owner.

28. SUB-LETTING:

- 28.1. In the event that the Equipment is sub-let to a third party, the Hirer will remain liable for the Equipment and bound by the terms and conditions of this Agreement.
- 28.2. The Hirer hereby undertakes to inform the Sub-Hirer of the terms and conditions of this Agreement and the Sub-



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Hirer will be bound by same.

- 28.3. The Hirer is obliged to furnish the Owner with the details and location of the Sub-Hirer should this be requested by the Owner.

29. WARRANTY:

- 29.1. The Owner hereby warrants that the Equipment, at the Delivery Date, is in good working condition and fit for the purposes for which it is hired for.

30. HIRER'S OBLIGATIONS:

- 30.1. The Hirer agrees and undertakes to return the Equipment to the Owner in the same condition that it was as at the Delivery Date.
- 30.2. The Hirer shall be liable for any damage and/or total loss sustained to the Equipment, howsoever the damage and/or total loss is caused and whether or not it is attributable to the fault or negligence of the Hirer, notwithstanding that the damage and/or loss may be attributed to the acts or conduct of a third party.
- 30.3. Whilst on the Site, the Equipment shall be under the sole and absolute control and supervision of the Hirer. Any Damages incurred, whether direct or consequential of whatsoever nature or howsoever sustained will be imputed to the Hirer.

31. OWNER'S OBLIGATIONS:

- 31.1. The Owner shall ensure that all Equipment is in good working condition and fit for the intended purpose.
- 31.2. The Owner shall, where necessary, replace or repair any defect to the Equipment provided that the Hirer has complied with the obligations referred to in clause 5 above.

32. INDEMNITY:

- 32.1. The Owner shall not be responsible or liable to the Hirer or any other persons for any acts on the part of the Hirer's staff, sub-contractors, representatives or customers, or for any loss or damage whatsoever to any other person, property or thing and the Hirer indemnifies and holds the Owner harmless against all claims of any nature whatsoever for any loss or damage aforesaid, including all costs relating to such claims.
- 32.2. The Owner will not be responsible or liable to the Hirer or to any person nor shall the Owner be liable for any damage whether direct or consequential of whatsoever nature or howsoever sustained by the Hirer or any other person, arising from the hire and use of the Equipment.
- 32.3. In the event of a third-party instituting proceedings against the Owner, the Owner will be entitled to instruct its own attorneys to oppose or defend such proceedings.
- 32.4. Should the Owner proceed as aforesaid then the Hirer indemnifies the Owner for all the Owner's legal costs reasonably incurred on an attorney and client scale.
- 32.5. The Owner shall under no circumstances whatsoever, at any time, be liable for any claims for direct, delictual and/or consequential loss or damage which may be:
- 32.5.1. sustained by the Hirer; or
 - 32.5.2. arising while the Equipment is in the care of the Hirer; or
 - 32.5.3. made by any third party whatsoever about or arising out of this Agreement and/or for the use of the Equipment.



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33. DEFAULT:

- 33.1. The Hirer breaches this Agreement in the event that:
 - 33.1.1. The Hirer defaults on any payment of any amount owing by the Hirer to the Owner;
 - 33.1.2. The Hirer commits any other breach of these Terms and Conditions;
 - 33.1.3. Any judgment is obtained against the Hirer;
 - 33.1.4. The Hirer commits an act of insolvency;
 - 33.1.5. The Hirer offers to assign its estate of effects or offers to effect a compromise with their creditors or is placed under judicial management or dies or ceases to carry on business;
 - 33.1.6. The Hirer fails to observe or perform any provisions of this Agreement (including any extension thereof).
- 33.2. In the event of that the Hirer breaches the Agreement as above, the Owner shall be entitled forthwith and without notice to the Hirer to cancel the Agreement and immediately take possession of the Equipment.
- 33.3. Notwithstanding the cancellation of this Agreement by the Owner or the possession by the Owner of the Equipment, the Owner shall be entitled to recover from the Hirer all monies, due or unpaid or to become due hereunder for the full and unexpired Hire Period of the Equipment in terms of this Agreement and/or any extension thereof and all loss or damages sustained by the Owner, whether in respect of damages and/or depreciation and/or repairs required to be made to the Equipment or otherwise, and all costs, expenses and payments including attorney and client charges incurred or made by the Owner in connection with obtaining possession of the Equipment.

34. GENERAL:

- 34.1. This Agreement records the whole agreement between the Owner and the Hirer and overrides all other agreements purporting to relate to the hire of the Equipment and collateral verbal agreements are expressly excluded. No condition, term or representation not expressed herein shall be binding on the Owner or the Hirer unless expressly provided for herein.
- 34.2. No variation shall be binding on either of the parties unless agreed to by the Owner and Hirer in writing.
- 34.3. The captions are intended to facilitate easy reference to the provisions of this Agreement and shall not affect the interpretation of such provisions.
- 34.4. The applicable law shall be the law of the Republic of South Africa.
- 34.5. The Owner shall be entitled, at their option, to institute any legal proceedings against the Hirer which might arise out of or in connection with this Agreement in any magistrate's court having jurisdiction in respect of the Hirer, notwithstanding that the claim of the value of the matter in dispute exceeds the jurisdiction of such court in respect of the cause of action and the Hirer consents to the jurisdiction of the magistrates court.
- 34.6. The Hirer chooses its *domicilium* at the address provided for or reflected on the Owner's Quote/ Proforma Invoice. The Hirer's *domicilium* shall also include the Hirer's email address.
- 34.7. The Hirer is obliged to notify the Owner in writing of any changes to its *domicilium*.
- 34.8. Any act of relaxation, indulging or grace granted by the Owner to the Hirer shall not operate as or be deemed to be a waiver by the Owner of their rights hereunder or a novation of this Agreement.
- 34.9. The party signing this Agreement hereby warrants that they are duly authorized to do so on behalf of the Hirer.



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35. PROTECTION OF PERSONAL INFORMATION:

34.1 Inspire Rentals undertake to treat the Hirer's or prospective Hirer's personal information as confidential and to process this personal information in a fair and lawful manner. The Hirer and its Directors/Members/Shareholders agree to the collection, use, sharing and storage of personal information for reasons directly relevant to the relationship between Inspire Rentals and the Hirer, or for other legitimate purposes, including but not limited to compliance with applicable related statutes or other legal or regulatory requirements or industry codes applicable to Inspire Rentals or where it is otherwise allowed by law.

36. CREDIT FACILITY:

36.1. If the Owner extends credit to the Hirer, then the Hirer acknowledges that it has read all the Credit Terms and Conditions on the Owner's website at www.inspirefurniture.co.za and agrees to be bound by such terms contained therein.

37. FORCE MAJEUR

37.1. Should a party be unable to perform their obligations in terms of this Agreement due to force majeure (for example a natural disaster, act of war or terrorism, labour condition, governmental action, civil unrest), then the party will be exempt from their obligations if the aforesaid force majeure was beyond the party's control.

37.2. The parties hereby agree and undertake to notify the other party should a force majeure event occur.

Signed at _____ on _____ 20__	
For: _____	HIRER
Name: _____	Signature: _____
Designation: _____



INSPIRE RENTALS

Company Registration Number: 2020/913222/07

VAT Registration Number: 4850298110

Johannesburg

Unit 3, Freeway Centre, Cnr Andries Street & Wynberg Road, Wynberg

Cell: 084 333 1459 | E-Mail: enquiries@inspirerentals.co.za

Cape Town

Unit 9A Phumelela Park, Chain Ave, Montague Gardens

Cell: 084 333 1420 | E-Mail: enquires@inspirerentals.co.za

Signed at _____ on _____ 20__	
For: INSPIRE RENTALS (PTY) LTD	OWNER
Name: _____	Signature:
Designation: _____