

Loftus Caravan Rentals



www.loftuscaravans.co.za

011-792-1456

150 Republic Road, Fontainebleau, Randburg

Rental Tariffs and Conditions

Luggage Trailer – R150.00 / Day

(Including Insurance)

R100.00 / Day for more than 7 days out of season only.

Trailer or trailer may not be taken across any borders.

Saturdays, Sundays and public holidays are closed for collections or deliveries.

All collection and deliveries are to be made Monday to Friday 08h00 to 16h30

In-season (Gauteng School Holidays) bookings are a minimum of 7 days.

Weekend rental is counted as 3 days and needs to be collected on the Friday afternoon before 16h30 and returned the Monday before 16h30.

The Booking Fee can be paid via EFT or Credit Card.

Rental is to be paid in full before collecting the unit.

An additional Damaged Deposit of R500.00 is to be pay on collection of unit.

The Damage Deposit will be refunded, in part or full, within 4 workings days after the unit has been returned.

Any damaged found that was not noted on collection, will be invoiced to you and deducted from the Damage Deposit before we refund.

All Damage Deposit refunds will be done by EFT only.



TRAILER RENTAL AGREEMENT

Between :

Loftus Caravan City ("Rentor")

Company Registration Number: 1989/070509/07 Vat.No.4940150370

150 Republic Road, Fontainebleau, Randburg, Gauteng, South Africa 2123

Tel: 011-792-1456

And

Customer ("Rentee") Customer number _____

Surname: _____ x

First Names: _____ x

Address Residence: _____ x

_____ x

_____ x

Cell: _____ x

Email Address: _____ x

DURATION OF RENTAL:

Unit to be rented: _____ **Luggage Trailer** _____ x

Date trailer collected: _____ x (Commencement Date)

Date trailer returned: _____ x (Expiry Date)

Total rental nights: _____ nights

Customers Banking Details (for Insurance deposit refund)

Bank Name: _____

Account Holders Name: _____

Account Number: _____

Branch Code / Name: _____

Initial _____ x

Would you like to receive marketing emails (Yes/No): _____ x

Would you like to receive marketing sms's (Yes/No): _____ x

Identity / Passport Number: _____ x

(Please scan and attach the following documents to the booking) - (✓)

Copy of ID Document or passport :

Proof of address :

Copy of drivers licence :

Copy of credit card used to make payment :



Rental Trailer or Trailer Details:

Year: _____ **2005** _____

Make: _____ **Jurgens** _____

Model: _____ **LT670** _____

Chassis No. _____

Registration No.: _____

Collection and delivery times:

Saturdays and Sundays are closed for collection and deliveries, all collection and deliveries are to be done Monday to Friday 08h00 to 16h30.

Any weekend rental is counted as 3 days and needs to be collected on or by Friday afternoon before 16h30 and returned Monday before 16h30.

Payments can be made to: ABSA , Chq Account 405 266 0559 Code 632-005

Reference : **R**

Amounts payable on collection

Total nights _____ x Daily rental rate _____ = _____

An additional R1000.00 Holding deposit is also payable on collection and this will be refunded up to 5 days after the unit has been returned to Loftus Caravan City.

* No interest shall accrue to the holding deposit during the period of the Agreement.

* Holding deposit will be returned by means of EFT.

TOTAL Payable _____ (Full rental, less booking deposit, (if paid) and including holding deposit.)

Paid Date: _____ Signed: _____ (For Loftus Trailer City)

(Full Signature Rentee) _____ x Date Signed _____ x

Terms and conditions of Rental

RENTEE RESPONSIBILITY

The Rentee by accepting the trailer acknowledges having inspected the trailer and receiving the trailer in a good and roadworthy condition, free of any obvious defects or damage.

The risk in and to the trailer shall immediately pass to the Rentee on delivery of the trailer and shall remain with the Rentee throughout the entire period of this Agreement.

The Rentor shall at all times remain the owner of the trailer. The Rentor may inspect the trailer at any reasonable time wherever it may be kept.

The Rentee shall use and operate the trailer in compliance with the Road Traffic Laws; Any traffic related fines will be recovered from the Rentee.

The Rentee shall not:-

1. Use or permit the trailer to be used for any commercial enterprise or activities unless permitted to do so with the Rentor's prior written consent.
2. Allow it to be used for any purpose for which it is not designed or intended to be used or used in circumstances such that there may be an increased risk of danger or a loss or damage or undue wear and tear.
3. Drive or allow the trailer to be driven recklessly and and/or negligently or in contravention of any road or traffic regulations.
4. Convey any materials or articles in the trailer which may cause damage to its upholstery or any other part of the trailer.
5. Drive or permit any other person to drive the trailer whilst under the influence of alcohol, strong medication or any unlawful drugs.
6. Allow the trailer to be neglected, abused, damaged, modified either in terms of its body or its components, tamper with, remove or replace any of the trailer's components.
7. Operate the trailer in an area such as an unrest area, whether there is or could be an increased risk that the trailer may be damaged through civil disturbance, social or economic protest or any act associated with the afore going.
8. Permit any unauthorised person to drive the trailer during the period of this Agreement.
9. Permit the trailer to leave the borders of the Republic of South Africa without the written consent of the Rentor first having been given.

The Rentee shall at all times exercise due care, to the extent that the Rentee will :-

1. Take all reasonable precautions to safeguard the trailer against any loss, harm or damage.
2. Pay all costs of fuel, oil and other consumables that may be required to keep the trailer in good working order.

The Rentee shall ensure that:-

1. Whenever the trailer is left parked or unattended, all doors and windows are locked.
2. The keys to the trailer are in his possession.

VEHICLE MAINTENANCE

1. The Rentee shall exercise that degree of care necessary to maintain the trailer in a good and roadworthy condition, using the same degree of care as would ordinarily be exercised if the trailer belonged to the Rentee.
2. The Rentee shall abide by the manufacturers specifications in regard to the trailer and shall not change or alter any aspect of the trailer without the Rentor's prior written consent to do so.
3. All parts and accessories that are replaced or added to the trailer during the rental period shall become the Rentor's property and the Rentee shall not be entitled to be compensated therefor.

COLLISION DAMAGE, THEFT OR TOTAL LOSS

The Rentee shall immediately, but in any event, within a period of no later than 24 hours:-

1. Notify the Rentor by telephone and in writing of any accident in which the trailer has been involved or of any theft of the trailer.
2. Report such accident or theft to the South African Police Services and immediately provide the Police case reference number to the Rentor.
3. Where possible, obtain the name and address of all parties involved in the accident and any witnesses to the accident.
4. Shall not acknowledge responsibility or liability for the accident or release any party from any potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimed liability.
5. Where the trailer is unable to be towed after an accident, the Rentee shall permit only a tow truck authorised by the Rentor or the Rentor's insurer to remove the trailer.
6. The Rentee shall be responsible for any amount in excess of the Damage and for any excess payable on insurance claim submitted.
7. Any accidental damage to the trailer shall be repaired by a panel beater or other appropriate service provider or technician, approved by the Rentor.
8. Where the damage to the trailer is of such a nature that the cost of repair exceeds the value of the trailer the Rentee shall be liable for the difference between the Fair Value of the trailer and the compensation paid by the Rentor's insurer for the trailer.
9. Similarly, where the damage to the trailer may not render the trailer a write-off but the trailer suffers damage that affects its Fair Value, the Rentee shall be responsible for the difference between the actual value of the trailer after the accident, as determined by an expert and the Fair Value thereof.
10. Subject to the provisions of paragraphs 11.5 and 11.6 above, the Rentor, at its sole discretion and once the Rentor has been compensated for its loss aforementioned, may provide to the Rentee a replacement trailer of similar value and specifications where the Rentee's trailer is damaged beyond repair
11. The Rentee may accept the replacement trailer or elect to exercise his right to Early Termination of the Agreement.

FINES AND PENALTIES

1. The Rentee shall be responsible for fines and penalties imposed for road traffic offences provided that the Rentee shall pay the fine or penalty imposed together with an administrative fee of R250 for each fine or penalty, upon demand by the Rentor.
2. In circumstances where the Rentee receives 12 or more traffic fines or penalties during a 12 month cycle this shall be deemed to be a material breach of the Agreement, and the Rentor shall be entitled, at its discretion, to terminate this Agreement forthwith.
3. The Rentee shall pay all road tolls levied, provided that where the Rentee does not pay such toll or does not subscribe for an e-toll tag, then any such tolls that become payable by the Rentor shall be paid by the Rentee together with an administration fee of R250 for each toll claim, upon demand by the Rentor.

REMOVAL OF THE TRAILER

1. The Rentee irrevocably consents to the removal of the trailer from his possession in circumstances where he is in breach of a material term of the Agreement and the Rentor has complied with the provisions of the agreement.
2. The aforesaid removal does not preclude the Rentee from such other rights as he may have in law to dispute the alleged breach and to seek the return of the trailer.

Initial _____x

RETURN OF THE TRAILER

1. At the conclusion of this Agreement or upon its termination for any reason, the Rentee shall return the trailer to the Rentor, together with the keys, accessories, instruction books (if any) and the spare wheel.
2. The Rentor shall conduct an inspection of the trailer and once satisfied that the trailer has been returned in good order the Rentor shall return the deposit Rentee within 48hours after receiving the trailer.
3. Where the Rentor is required to effect any repairs to the trailer or replace accessories, keys or the spare wheel, (wear and tear excluded) this shall be for the Rentees account and the Rentor shall request payment from the Rentee or deduct these costs from his Deposit provided that when the deposit is insufficient, these costs may be charged to the Rentees credit card.
4. The trailer must be returned promptly upon the Expiry Date. Where the trailer is not returned on the expiry date the Rentor shall charge the Rentee for the additional days as per agreement amounts, plus an additional penalty of R1000/day for every day the trailer is returned after expiry date. The total extra rental and penalty will be charged or deducted from the Deposit.
5. It is recorded that this Agreement is a rental agreement only and as such the Rentee will not assume ownership of the trailer upon the expiry of this Agreement nor is the Rentor under any obligation to offer the trailer for sale to the Rentee.

EARLY TERMINATION

In the case of early termination it will be at the sole discretion of the Rentor and could in some cases mean that the Rentee will forfeit the entire rental amount paid.

INDEMNITIES

The Rentee hereby indemnifies the Rentor and holds it harmless against:-

1. Any road traffic fines, penalties or levies imposed by any Road Traffic or Municipal authority.
2. Any claims of whatsoever nature, by any third party as a result of any incident involving or which relates to the trailer or the Rentee's use thereof, and where such claim is not covered by the trailer's insurance policy.

BREACH

In the event that the Rentee:-

1. Has made any misrepresentation to the Rentor relating to this Agreement.
2. Breaches any material term of the Agreement.
3. Fails to maintain the trailer in accordance with the trailer maintenance provisions of this Agreement.
4. Repeatedly disobeys the Road Traffic Laws.
5. Has his license suspended, revoked or restricted in any way then the Rentor shall be entitled, without prejudice to any other rights it may have, to terminate this Agreement forthwith by giving the Rentee written notice of the breach and may thereafter:
 - a) Collect and repossess the trailer without being required to obtain an order of court.
 - b) Recover all outstanding additional cost to effect the aforementioned collection, all of which shall become immediately due and payable in full or deducted from the Deposit in the event of such breach.

GENERAL

1. This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof.
2. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any Agreement or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any Agreement or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
4. No party shall be bound by any express or implied term, representation, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

CONSENT TO JURISDICTION

1. The parties hereby consent to the non-exclusive jurisdiction of the Johannesburg Magistrate's Court in respect of any and all proceedings arising under or by virtue of this Agreement whether in respect of damages or otherwise, despite the subject matter and/or cause of action which would otherwise have been beyond such court's jurisdiction

ACKNOWLEDGEMENT

The Rentee acknowledges that he has read and understands the terms and conditions of this Agreement and has no objection thereto.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____.

For and on behalf of Loftus Caravan Rentals

Print full name

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____.

Rentee Signature (must be signed at Loftus Caravan City)

Print full name