

APEX TRAILERS (PTY) LTD

GENERAL RENTAL TERMS AND CONDITIONS

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Please read these general terms before requesting a booking. Check trailer availability before making payment.

1. Definitions

“agreement” means all terms and conditions found on this form page and any other documents you sign or that we will give you at the time of rental. “You” or “your” means the person identified as the renter or additional renter on this form, All authorised drivers, and any person or organization to whom the charges are billed by us at its or the renters direction. All persons referred to as “you” or your are jointly and severally bound by this Agreement. “We”, “our” or “us” means the business renting the trailer to you. “Authorised Driver” means you and any additional driver listed by us on this Agreement. “Trailer” means the non-motorized trailer identified in this Agreement and any trailer we substitute for it. “Loss of Use” means the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of Use is calculated by multiplying the number of days from the date of loss or damage to the trailer until it is replaced or repaired times the daily rental rate. “Diminished Value” means the difference between the actual cash value of the trailer just prior to damage or loss less than the value of the Trailer after its repair. If we elect not to repair the Trailer “Diminished Value” mean the difference between the actual cash value of the trailer just prior to damage or loss less the salvage or sale value of the Trailer.

2. Rental, Indemnity and Warranties

This is a contract for the rental of the Trailer. We may repossesses the Trailer at your expense without notice to you if the trailer is abandoned or used in violation of the law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Trailer. We make no warranties, express implied or apparent regarding the Trailer, no warranty of merchantability, and no Warranty that the Trailer is fit for particular purpose.

3. Condition and Return of the Trailer

You must return the Trailer to the place and on the date and time specified in this agreement, and in the same condition that you received it, except for ordinary wear if the Trailer is returned after closing hours, you remain responsible for the safety of, and any damage to the Trailer until we inspect it upon our next opening for business. Service to the Trailer or replacement of parts or accessories during the rental must have our prior approval.

4. Responsibility for Damage or Loss; Reporting to Police

You are responsible for all damage to, or loss or theft of, the Trailer, including damage caused by weather, road conditions, and acts of nature, whether or not you are at fault (this includes all types of tyre damages). You are responsible for the cost of repair or the actual retail cash value of the Trailer if it is not

repairable or if we elect not to repair it. You are also responsible for Loss of Use, Diminished Value, missing equipment, and a reasonable charge to cover our administrative expenses, connected with any damage claim, you must report all accidents involving the Trailer to us and the police within 24 hours of occurrence.

5. Prohibited Uses

The following uses of Trailer are prohibited: (a) transporting dangerous or hazardous items or illegal material. (b) transporting living persons; (c) towing the Trailer by anyone under the influence of drugs or alcohol; (d) allowing the Trailer to be towed by anyone who is not a renter or an Authorised driver; (e) use of the Trailer when loaded beyond its capacity, as determined by the manufacturer of the Trailer. (f) towing the Trailer through or under any structure without sufficient overhead or side clearance; (g) or use of the Trailer when it is reasonable to expect you to know that further operation would damage the Trailer; (h) using the Trailer in a manner that causes damage to it due to inadequately secured cargo; (i) damaging the Trailer by your intentional, wanton, wilful or reckless conduct; and, (j) damaging the Trailer by placing signs, lettering or painting on the Trailer, (k) crossing the borders of South Africa without our permission (you will be fined double the rental fees charged).

6. Charges

You agree to pay us on demand for all charges due to us under this Agreement, including but not limited to; (a) time, and mileage (if applicable), for the period you keep the Trailer; (b) applicable taxes; (c) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing and storage charges and other expenses involving the Trailer assessed against us, or the Trailer; if you fail to pay a traffic, or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of R250.00 for each such charge.; (d) all costs we incur recovering the trailer if you fail to return it as agreed above; (e) all costs, including pre and post-judgment attorney fees. We incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) All collection costs and legal fees will be for your account; (g) a reasonable fee not to exceed R300 to clean the trailer if returned substantially less clean than when rented; (h) a R20 per hour late return fee for single axle trailers and a R40 per hour late return fee for double axle trailers; (i) full day rate if the trailer is returned the next day; (j) after hours return fees for single axle trailers 17h30 to 18H00 (R150); 18H00 to 18:30 (R250); 18:30 to 19H00 (R350); (k) after hours return fees for double axle trailers 17H30 to 18H00 (R300) 18H00 to 18:30 (R500); 18:30 to 19H00 (R700); we will not refund any of the time or mileage charges if you return the Trailer earlier than the date or time due in. All charges must be in advance; we don't accept later payments.

7. Deposit

We may use your deposit to pay any monies owed to us under this Agreement, including our estimate of damages to the Trailer. Deposits refunded via EFT will be processed within 24 hours from the date of return. Lessee to allow time for funds to clear, depending on the bank timelines.

8. Modifications

No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement

9. Waiver

A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligation under this agreement. Our acceptance of payment from you or our failure, refusal, or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You release us from any liability for consequential, special, or punitive damages in connection with this rental or the reservation of a trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Document issue process

Public download: This PDF contains the general terms and conditions only. **Customer document pack:** The signed Rental Agreement and the trailer-specific Rental Schedule, Trailer Details, Handover and Return Checklist are supplied after the customer provides the required information and payment is confirmed.