



LADYBUG JUNGLE GYMS AND PLAYGROUND EQUIPMENT

Manufactures
 PO Box 16282, Atlasville, 1465 | Cnr Atlas Rd & Tempelhof St, Kempton Park, 1622
 E-mail: sales@ladybugjunglegyms.co.za
 Website: www.ladybugjunglegyms.co.za
 Fax: 0867741473
Charmaine: 083 229 2878

RENTAL AGREEMENT
 ENTERED INTO BY AND BETWEEN:
LADYBUG JUNGLE GYMS
 (Here-in after referred to as "LADYBUG")
AND

(HERE-IN AFTER REFERRED TO AS THE "CUSTOMER")

Client Details:	Date:
Full Name:	Surname:
Delivery Address:	Require the following:
	<ul style="list-style-type: none"> Proof of address: Copy of Husband and Wife ID
Code:	Do you Own or Rent property?
Postal Address:	HomeTel No:
	(Mr) Cell:
	(Mrs) Cell:
Code:	
Name and Address of Employer (Mr)	Name and Address of Employer (Mrs)
Code:	Code:
Telephone No:	Telephone No:
Fax:	Fax:
E-mail:	E-mail:

Item No	Description and Extra	Qty	Colours	Rental Amount
			All colours are primary	
			Red, Blue, Yellow, Green	
			Delivery Fee	R700.00
			Rental Amount	

Delivery Complete: YES/NO

Assemble on Site YES/NO

Ladybug Jungle Gyms hereby agrees to hire to the CUSTOMER who, in return, agrees to hire from Ladybug Jungle Gyms the GOODS described here under (hereinafter referred to as "THE GOODS") upon the following conditions:

Conditions of Hire:

1. **Period of Hire**
 - The period of hire shall be one year (12 continuous months). After the initial period this agreement shall continue indefinitely until either party gives thirty (30) written days notice of termination to the other party.
 - However, the Customer shall also have the option to renew for a further period of 12 (twelve months) subject however to a 10% escalation in the rental payable.
2. **Extension of Contract**
 - And should the Customer wish to extend the rental period, a two months notice (upon the 10 months of the lease period) will have to be given, upon which a new contract will have to be issued.
 - The Customer will be notified when contract has expired by an e-mail, fax, or will be contacted.
3. **The initial period**
 - The Initial Period of hire shall commence on the date of delivery of the GOODS by LADYBUG JUNGLE GYMS to the CUSTOMER.
4. **Description of the Goods**
 - The GOODS are numbered _____ which number corresponds to the references in Ladybug pricelist. The goods are preassembled.
5. **Delivery of the Goods**
 - LADYBUG JUNGLE GYMS WILL DELIVER GOODS TO THE DELIVERY ADDRESS AT AN INITIAL CHARGE OF **R700.00**. This includes delivery, maintenance (fair wear and tear), collection fee charged on day of termination of the contract, (first month's rental is not included and needs to be paid with delivery fee).
 - The GOODS may not be removed from the delivery address without the prior written consent of LADYBUG JUNGLE GYMS. LADYBUG JUNGLE GYMS will move the GOODS to the new premises at a **charge of R400.00**.
 - However, LADYBUGS JUNGLE GYMS will not consent to a delivery address for rentals outside the municipal area in which LADYBUG JUNGLE GYMS operates.
 - At time of delivery, THE CUSTOMER will be required to sign the INVOICE presented to accept delivery. Should THE CUSTOMER not be present at time of delivery, any person present may act on behalf of THE CUSTOMER for delivery to take place. This SIGNATURE will be seen as official confirmation of delivery having taken place.
 - The CUSTOMER agrees hereby to give LADYBUG JUNGLE GYMS full access to the CUSTOMER'S delivery address (PREMISES) for the purpose of the removal of the jungle gym equipment upon the expiry of the rental period.
 - The equipment is used at Customer's own risk and LADYBUG JUNGLE GYMS will not be held responsible for any injuries whatsoever or any damage whatsoever caused by the equipment.
6. **Rental Payable**
 - The first payment shall become due payable on the date of delivery of the Goods by Ladybug to the Customer. The rental thereafter is payable monthly in advance on the first day of each and every calendar month.
 - The Monthly rental shall increase by **10% (Inclusive of VAT)** on expiry of the last day of the initial rental period of the agreement and thereafter on any anniversary of the date.
 - **The monthly rental for the Goods is R _____**
 - At this stage Customers must pay the rental fee by EFT or by DEPOSIT, into our bank account each month.
 - The contract will be null and void, should the Customer fail payment or if any other conditions of the contract is contradicted. In such an event the equipment will be collected and the customer will be liable for any recovery cost and legal or other cost incurred as a result of this action.
7. **Ownership of the Goods:**
 - Ownership of the Goods shall remain vested in Ladybug and the Customer shall, at no time, acquire ownership of the Goods.
8. **Liabilities of the Customer**
 - The Customer shall upon termination of the agreement return the Goods to Ladybug in good repair, condition and working order.
 - Fair wear and tear will be acceptable.
9. **Damages**
 - The Customer shall be responsible for any damages to the Goods other than fair wear and tear. The Customer shall, furthermore be responsible for the replacement cost of any Goods missing or destroyed for whatever reason on the date that the Goods are returned to Ladybug. The customer shall not carry out any painting, repairing or redecorating of the Goods.
10. **Sub-letting**
 - The Customer shall not:
 - sublet the Goods, or any part thereof
 - cede their interest under this Lease, or any part thereof
 - give up possession of the Goods or any part thereof
 - remove or allow to be removed the Goods from the premises without the consent of Ladybug
11. **Cancellation of the Agreement**
 - Should the CUSTOMER wish to cancel the contract before a minimum of **10 months, a 50% charge** of the total outstanding amount needs to be paid.
 - The Customer can only cancel the agreement with the written consent of Ladybug.
12. **Exchange of Goods:**
 - The Goods may be exchanged for other Goods with the consent of Ladybug and cost of R700.00 plus the 1st Months Rental exchange will be charged. The exchange shall be recorded in writing by Ladybug and sent to the domicilium address of the Customer and such amendment (referred to as "The Annexure") together with the Annexure shall be the New Rental Agreement.

- Any advance payments on the original hire rental agreement will be credited to the new rental agreement as set out in the Annexure.
13. **Liability for claims**
- Ladybug shall not be liable in any way for any claim of whatsoever nature and howsoever arising in relation to the Goods or the use thereof by the Customer or any other person whomsoever and the customer hereby indemnifies Ladybug against any such claims.
14. **Rights and obligations**
- The Customer shall not cede any of its rights nor delegate any of its obligations under this Agreement.
15. **Breach**
- Should the Customer breach any of the conditions hereof or fail to pay any amount payable in terms hereof on the due date thereof, Ladybug shall have the right without prejudice to any other right which it may have against the Customer
 - To terminate this agreement
 - To repossess the Goods
 - To claim all arrears owing at the date of termination
 - To claim all outstanding rentals which but for termination would have been payable for the remaining period of this agreement or to claim all such damages which it shall have sustained by reason of the failure of the Customer to carry out its obligations hereunder.
 - Ladybug shall in its sole discretion be entitled to elect whether it will claim the aforesaid outstanding rentals or recover damages in lieu thereof.
16. **Jurisdiction**
- The parties hereby consent the jurisdiction of the Magistrate Court in respect of any legal proceedings arising from this agreement irrespective of the amount claimed and/or value of the Goods involved in such proceedings.
17. **Legal cost:**
- In the event of Ladybug instructing its attorneys to take steps to enforce any of its rights under the agreement, the Customer shall be liable for collection charges, debt collection fees incurred and any other legal cost on an attorney and client scale as per Ladybug's appointed attorneys.
18. **Domicilium Citandi Et Executandi:**
- The parties choose their Domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

LADYBUG: PO Box 16282, Atlasville, 1465 or sales@ladybugjunglegyms.co.za

CUSTOMER: _____

19. **Entire Agreement**
- No extension of time or other indulgences granted by Ladybug to the Customer shall be construed as a waiver of any of Ladybug rights hereunder and shall not in any way prevent Ladybug from enforcing such rights.

Ladybug reserves the right to screen The Customer via credit reference enquiries as provided by the Rights of Information Act.

CUSTOMER NAME

SIGNED FOR AND ON
BEHAFE OF THE CUSTOMER

DATE: _____ DATE OF DELIVERY: _____

PLEASE NOTE:

TO NOTIFY LADYBUG JUNGLE GYMS IN ADVANCE OF CHANGE OF ADDRESS AND ALL CONTACT DETAILS, INCLUDING E-MAIL ADDRESSES CELLPHONE NUMBERS AND LANDLINE CONTACT NUMBERS.

Banking Details:

Ladybug Jungle Gyms
Standard Bank – Boksburg
Acc No: 27182 1000
Branch Code: 011842