

# TERMS AND CONDITIONS OF HIRE FOR



CK 98/066677/23

1. The Lessee shall maintain the equipment in good order and condition and shall at the termination of this lease return the equipment to AV Direct in the same condition as at the commencement of the lease.
- 2.1 Risk in and to the equipment shall pass on delivery thereof. The Lessee shall at its own expense insure the equipment in the name of the Lessor against the risk of loss or damage attributable to fire, theft, burglary, breakage or any other cause whatsoever.
- 2.2 The Lessee shall be liable to pay AV Direct the full retail replacement value of any equipment, lost, stolen or irreparably damaged during the period of hire. In the event that the equipment is damaged the Lessee shall pay AV Direct the reasonable cost of repair.
- 3 The equipment shall at all times remain the property of AV Direct and will not be subject to the landlord's hypothec.
- 4 The Lessee acknowledges and agrees that the equipment is received in good order and condition and shall have no claim against AV Direct for any defect which may subsequently be found therein unless it notifies AV Direct of such defect within 6 (six) hours of delivery or collection thereof.
- 5 The Lessee shall pay the full hire fee for each day after the equipment should have been returned in terms of the agreement.
- 6.1 The Lessee shall have no claim of any nature against AV Direct for any loss, damages or injury which the Lessee or any of its members, employees, agents, suppliers, contractors or customers may directly or indirectly suffer (whether or not such loss, damage or injury is caused through the negligence of AV Direct or its agents or its employees) arising out of the use of the equipment during the period of lease.
- 6.2 AV Direct will not be liable for any loss whatsoever arising out of the non-delivery or failure of equipment howsoever arising.
7. The Lessee hereby indemnifies AV Direct and holds it harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damaged property arising from the use by the Lessee of the equipment or any part thereof or occasioned by or in part by the act or omission of the Lessee, its members, its employees, agents, suppliers, contractors or customers.
8. All payment is due on presentation of the invoice and interest at 7% will be charged on overdue accounts from due date to date of payment. Should AV Direct institute action against the Lessee pursuant to this agreement, AV Direct shall be entitled to recover from the Lessee all legal costs incurred by it including attorney and own client charges.
9. AV Direct shall be entitled to institute any legal proceedings which may arise out of or in connection with this agreement in any Magistrate's Court having jurisdiction, notwithstanding that the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court in respect of the cause of action.
10. The parties choose domicilium citandi et executandi for the purposes of giving any notice, service of any process and for any other purpose arising from the agreement at the delivery address as set out on the invoice.