Hire Agreement

LeisureHire
TOOL & LEISURE EQUIPMENT

Hirer Information

Name & Surname: _____ ID/Passport No.: _____

Country of Origin: _____ Driver's License No.: _____

Mobile Phone (1): _____ e-mail: _____

Mobile Phone (2): _____ Work Phone: _____

Physical Address _____
(Your permanent residence) _____
Please also send us a proof of residence.: _____
(domicilium citandi et executandi)

Physical Address _____
(If tourist, your current address): _____

Where will Equipment be used? _____

Checkout Date & Time: Date:_____ Time:_____
Date & Time due back: Date:_____ Time:_____

Checked out by Staff Member:_____

Prior to checkout, note the condition of rental equipment here:

_____

_____

_____

Where did you hear about us?
Online Mobile ☐ Word of Mouth ☐ Returning Customer ☐ Flyer ☐ Billboard ☐ Other_____

Would you like Specials, Deals, and other Promotional materials From Leisure Hire emailed to you periodically (your email address will not be shared)? Yes ☐ No ☐

- Lost or abandoned equipment will be billed R600 per hour for recovery time.
- All repair work (such as patching) will be billed R400 per hour plus materials.
- Bent paddles, folded (wrapped) canoes, and badly damaged watercraft will be charged for replacement.
- It is solely the discretion of Leisure Hire to determine if damaged equipment will be repaired or replaced at the hirer's expense.
- A cleaning fee will be charged at R100.00 per item if equipment is returned dirty.
- Prices are subject to change.

Customer Signature: _____ Date: _____

For Office Use:
Date & Time returned: Date:_____ Time:_____
Staff member who inspected the equipment and completed the return: _____
Note the condition of equipment after the return here:

_____

_____

_____

Customer Signature: _____ Date: _____

Definitions
• "Leisure Hire" refers to Leisure Hire (Pty) Ltd (Reg no: 2023/836362/07) including its respective officers, agents, servants and employees.
• "The Hirer" referred to in this agreement is the hirer as identified on the front page of this document and includes his / her guardian, heirs, representatives, successors, executors, and administrators.
• "Hire Equipment" shall include all hire equipment and services wholly provided by Leisure Hire. Such hire equipment can include but is not limited to kayaks, canoes, SUP's (Stand-up Paddleboards), trailers, roof racks/carriers and any accessories for each of the aforementioned items and any other equipment as listed on Leisure Hire pricing schedule available instore. The activities can include but not be limited to instore orientation and instruction sessions, loading and securing equipment on vehicles and unloading equipment and delivery of equipment to and from the starting point.
• "Activities" refers to the activities undertaken by the Hirer relating to the Hire Equipment including loading and unloading of hire equipment, towing a trailer and using the hire equipment.

General Policies
• Photo ID and / or Current Driver's license is required at pick-up.
• You must be 18 years old or older to rent.
• Individuals named on the contract are required to submit credit card information and a deposit at the time of reservation and / or rental.
• Payment in full for rental amounts is due at the time of reservation. We require a security deposit on all equipment as per the rental pricing schedule available instore. The deposit amount will be reserved on your credit card during check-out and the hold will be taken off your card when the equipment is brought back in the same condition as it was rented.
• Leisure Hire reserves the right to refuse any individual(s).
• We cannot guarantee equipment availability on the day that you choose to rent and we therefore recommend booking equipment in advance. Walk up guests will be accommodated based on the availability of rental equipment.
• Prices, equipment availability, and rental policies are subject to change without notice.
• The Hire Equipment shall remain the sole property of Leisure Hire.

Eligibility
• Kayak, SUP, Boat rentals to be used in the sea assume previous paddling experience and / or formal instruction.
• Lake, lagoon and river kayaks, canoes and SUPs do not require any previous paddling experience and are to be used on lakes or easy flowing rivers only. Leisure Hire reserves the right to refuse renting equipment to those with insufficient knowledge or ability for the activity in question.
Booking Cancellation Policy
• Cancellations made five (5) days or more from pick-up date: customers will receive a 90% refund (minimum R50.00 retained by Leisure Hire; all refunds based on subtotal).
• Cancellations within four to one day(s) or less from pick-up date: customers will receive a 50% refund or a 75% Leisure Hire Sport Rentals voucher (good for one year).
• Cancellations within 24 hours or less from scheduled pick-up date: customers will not receive any refund.
• There are no refunds for illness, weather, early returns or non-usage.

Check-Out Procedures
• The individual named on the contract must be present at the time of pick-up or item(s) will not be released.
• Before leaving Leisure Hire, you are responsible for inspecting all equipment carefully and to bring any missing or damaged equipment to a Leisure Hire staff member's attention. Ensure any discrepancies are noted on the hire agreement. Failure to note discrepancies may result in a fee for damaged or missing equipment. If needed, please ask a staff member for assistance with inspection and / or instructions on how to properly setup the equipment.
• It generally takes 30-45 minutes to check out watercraft. Please consider this as you make your reservation. Deviation from this time may result in delays as equipment may not yet be prepared.
• We reserve the right to refuse service to anyone we believe to be under

Check-Out Procedures (continued)
Check-In Procedures
• At the end of the hire period, the Hirer shall at his own expense return the goods to Leisure Hire's premises. The Hirer shall pay Leisure Hire the hire rates for the goods from the time they leave Leisure Hire's yard and until the goods are received by Leisure Hire at its yard.
• Equipment must be returned within 1-hour of the time and date listed on your contract. Returns later than 1-hour of the listed time may incur a late fee. A cleaning fee of R100.00 per main item will be collected if they are not returned in the same condition they left. You will be charged for equipment that is dirty, damaged, or missing, up to and including the cost to replace such equipment at the current new equipment costs, regardless of the age of the equipment.
• Equipment left unattended (during Closed hours) at Leisure Hire Rentals will be charged a R400.00 callout fee regardless of the reason unless arrangements are made before hand with a staff member. Should the equipment be lost or stolen while left unattended, the hirer will be responsible for all replacement costs at full retail prices.

Late Fees
• Late fees are assessed at 1.5 times the daily rate for each day the equipment is not returned- including holidays and closed dates. This is strictly enforced as it jeopardises another person's trip. Any late equipment affecting another person's rental will be charged the entire cost of the other rental.
• If The Hirer does not return the product within 5 working days of the due date, The Hirer authorises Leisure Hire to charge the full retail purchase price of the products to his/her credit card as well as the rental amounts due for additional days at the late fee rate, minus the deposit.

Substitutions
• Unfortunately, unforeseen circumstances can arise around the time of your rental causing delay or unavailability of your reserved equipment. If this happens, we reserve the right to substitute your rental with an equivalent, or greater value item at no extra cost to you. We also may be able to offer you another piece of equipment of lesser value, if it interests you, and adjust the price accordingly. If no equipment is available that is comparable to what you rented, and we can't offer you any other adventure to entertain your group, we have no choice but to reschedule for a later date or cancel your reservation.

Credit Cards
• We accept Visa, MasterCard. A surcharge may apply for Diners Club and American Express.
• All credit card transactions must be made by the person named on the card. A valid driver's license must accompany the credit card.

Damaged / Lost Equipment
• The risk of damages to the equipment or theft thereof shall pass to the Hirer on check-out or delivery, whichever is applicable.
• The Hirer agrees that if any Hire Equipment checked out to the Hirer are damaged, lost, or misplaced, that The Hirer is fully responsible for any damage to or loss of the Hire Equipment and that The Hirer will pay for these losses or damages at the current retail price for repairs or replacement (retail and replacement costs are available on request). The Hirer hereby authorise Leisure Hire to charge the cost of replacement or repair to his/her credit card, minus security deposit. It is solely the discretion of Leisure Hire to determine if damaged equipment will be repaired or replaced at the hirer's expense. The Hirer agrees that if Leisure Hire incurs any costs associated with recovery of payment for damages or losses that The Hirer will reimburse or pay Leisure Hire for these costs as well as the cost of the damaged or lost items. Bent paddles, folded (wrapped) canoes, and damaged Stand-up Paddle Boards (SUPs) or kayaks will be charged for replacement.
• The Hirer is responsible for connecting the trailer, lights, and chains properly and for securing all hire equipment and accessories before driving. The Hirer understands that loading hire equipment onto his/her vehicle has the potential to cause damage to person or property during loading, unloading or transport of the equipment. It is his/her choice to have the equipment loaded / unloaded by Leisure Hire staff and The Hirer agrees to assume responsibility for any damages. The Hirer will not hold Leisure Hire or its staff liable for any damages to person or property that may occur due to loading, unloading or transport of the equipment.

Damaged / Lost Equipment (continued)

• The Hirer will be charged the daily rental for such lost or damaged equipment until the day the loss amount is paid for.
• The Hirer shall give Leisure Hire immediate notice of any loss or damage of the Hire Equipment.
• Where the Hire Equipment are collected by Leisure Hire, at the request of the Hirer and the Hirer fails to provide for the checking with Leisure Hire of the equipment so collected then the Returns Note subsequently issued by Leisure Hire to the Hirer setting out the equipment collected by Leisure Hire shall be final and conclusive as to the state and quantity of the goods so collected and shall be binding upon the Hirer
• Equipment Damage: Rental Fees do not cover any portion of damages to equipment. Any damaged equipment interfering with the rental or reservation of another will be charged the entire cost of the other rental in addition to all equipment repair and/or replacement costs.

Insurance

• Leisure Hire does not offer insurance coverage on equipment during your rental. Any damage that occurs to Leisure Hire equipment must be covered by the Hirer.
• Please check with your insurer or credit card company to see whether there are insurance options available to you.

Weather

What constitutes good and bad weather for water sports activities is highly subjective. Below are things the hirer shall keep in mind regarding the weather.
• We will not cancel based on a weather prediction or before the morning has a chance to clear up.
• DO NOT rely on weather forecasts! These are only predictions (especially precipitation) and not necessarily what will take place. For example, there are many days throughout the summer that forecast a certain percentage of rain but turn out to be a beautiful day. Do not be scared by the rain cloud on TV or online, especially when it's only a 10-30% chance.
• We reserve the right solely at our discretion to reschedule and/or cancel your reservation in the event of inclement weather. Cooler, overcast, or windy days ARE NOT considered "inclement weather".
• Multiple-day rentals do not get refunds or additional days added on to rentals because of lost days due to weather. This is reflected in the discounted price of the multiple-day rentals.
• While Garden Route summers are generally known to be very nice, we understand that there are certain weather related events that make our rental activities unsafe. Cancellations include all day extreme winds and/or extended rainfall. Occasionally we get the brief rain shower. As long as it is not an all-day event we do not allow for cancellations or partial refunds
• We will gladly show you where the best places are to go to, based on weather conditions.
• Please dress for the weather

Legal proceedings

• Notwithstanding the cancellation of this contract by Leisure Hire, or the retaking of possession by Leisure Hire of the Hire Equipment, Leisure Hire shall be entitled to recover from the Hirer all monies due or unpaid or to become due hereafter for the full unexpired period of hire of the equipment in terms of the hire contract (and/or agreed extension thereof) and all loss or damage sustained by Leisure Hire whether in respect of damage and/or depreciation and/or repairs required to be made to the equipment or otherwise, and all costs, expenses and payments incurred by Leisure Hire to recover the equipment and monies due to Leisure Hire
• The Hirer shall have no right to cede or assign this contract without prior written consent of Leisure Hire.
• The Hirer shall pay all costs including Attorney and Client costs and collection commission incurred by Leisure Hire in demanding or obtaining payment of all or any sums due by the Hirer to Leisure Hire and in suing for the recovery thereof and in taking steps to protect the interests of Leisure Hire in terms thereof.
• The prospective hirer authorises Leisure Hire to perform a credit search at any recognised Credit Bureau and to list the hirer at a credit bureau should the hirer not fulfil any payment obligations.
• The Hirer as cited in the first page of this form chooses the street address provided as domicilium citandi et executandi for service of all legal documentation that might arise from the signing of this rental agreement.
• The Hirer consents to the jurisdiction of the Magistrate's Court.
• The laws of South Africa shall apply.
• This contract or any written extensions thereof shall be deemed to record the whole agreement between Leisure Hire and the Hirer and to override all other agreements relating to the equipment and collateral verbal agreements are excluded.
• No condition or representation not expressed herein shall be binding on Leisure Hire.
• No variation shall be binding unless agreed to by Leisure Hire and the Hirer in writing.

General release of liability, Waiver of claims, Assumption of risks, and indemnity agreement.

By signing this document the Hirer waives certain legal rights, including the right to sue and agree to assume legal obligations. Please read this carefully.

Acknowledgements

The Hirer acknowledges that:

- The Hirer is aware of the inherent risks associated with the use of the Hire Equipment and participating in the activities, including, but not limited to physical or emotional injury, paralysis, death, or damage to self, to property, or to third parties. The Hirer is also aware that the physical exertion required to use the Hire Equipment and/or to participate in the activities and the forces exerted on the body can activate or aggravate pre-existing physical conditions and may be incompatible with the use of the Hire Equipment and or participation in the activities. The Hirer understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The Hirer expressly agrees to accept and assume all of the risks existing in this activity. The Hirer's participation in the activity is purely voluntary and The Hirer elects to participate in spite of the risks.
- The Hirer will use the equipment in a safe manner that is not contrary to recommended use or manufacturers' standards and that The Hirer have been advised to wear appropriate safety and protection gear while using any of the Hire Equipment and/or while engaging in the activities and that instruction in the proper use of the Hire Equipment is available from Leisure Hire staff.
- The Hirer has the necessary skills to use the Hire Equipment properly and to engage in the activities.
- It is the Hirer's responsibility to inspect all equipment including trailers, tires, light connections, chains, and tire pressure as well as bindings securing the Hire Equipment prior to use to ensure it is in good order and The Hirer will accept it as is.
- The Hirer acknowledges that he/she is not, nor will be under the influence of legal or illegal drugs, alcohol, or any other substance that may impair his/her ability to handle the Hire Equipment and / or engage in the activities.
- The Hirer understands that it is the Hirer's responsibility to ensure that any required permission forms, trip permits, entry permits, boating permits, and trainings are completed and up to date prior to any Hire Equipment.

Assumption of Risks

- The Hirer agrees to hold harmless and HEREBY INDEMNIFIES Leisure Hire against any claim by any party for any damage of any nature whatsoever, for injury to persons or damage to property caused by, or in connection with, or arising out the use of, or involving the equipment, and in respect of all costs and charges in connection therewith, whether arising out of common or statute law, whether as a result of Leisure Hire negligence or otherwise. The Hirer agrees to hold harmless and/or indemnify and defend Leisure Hire from all liability, costs, or expenses resulting from accidents or injury to -- or for the death of -- any person or property directly or indirectly arising from his/her use or his/her permission, express or implied, to use the hire equipment.
- The Hirer hereby agrees that by hiring any equipment from Leisure Hire, The Hirer accepts full liability for any damages or injury that may occur while using any of the equipment regardless of its condition hired from Leisure Hire or participating in any of the activities. By signing this agreement The Hirer understands that he/she is waiving his/her right to bring a court action to recover compensation or to obtain any other remedy for any injury to self, any other person, property, or death of any person, however caused, arising out of the use of any equipment or programs of Leisure Hire.

By signing below, The Hirer attests that The Hirer have read, understood and agreed to these conditions. The Hirer's signature further indicates that all information provided on the rental sheet is true and correct.
The Hirer understands that the terms of this agreement are legally binding and The Hirer certifies that he/she signing this agreement, after having carefully read it, of own free will.

Add the following for the hirer to sign, date and print name

THE HIRER CONFIRMS THAT:

- he/she has been given adequate time and opportunity to receive and understand the release / waiver / risk / indemnity above
- he/she enters into this agreement after having had the terms of the release / waiver/ risk / indemnity brought to his attention in plain language before entering into the agreement
- he/she understands and accepts the risks, however unusual, associated with the hiring of the equipment in question.

_____ _____

Signature (Hirer) Date

THE LEISURE HIRE EMPLOYEE below confirms that the following has been brought to the attention of the hirer before entering into the agreement in question:

- the nature and effect of the above release /waiver/risk/indemnity
- the risks associated with the hiring of the equipment and the potential for serious injury or death

Let him sign, print name and date.

_____ _____ _____

Leisure Hire Employee Name Signature (Leisure Hire Employee)) Date