



Terms & Conditions of Hire

OUTDOOR CHILLERS

C.K.2008/132343/23 Vat: 481 027 9986

1 Dickens Road, Umbogintwini, 4120

P.O. Box 592, Umbogintwini, 4120

Tel: 031 904 2558

For the purpose of this Rental Agreement:

- Outdoor Chillers cc shall mean the Rental Company, its owners, officers, directors, and employees.
- Customer(s) shall mean customers, guests/visitors of customer, and their agents, contractors and/or employees.
- Rental Agreement shall mean the itemized list of items contained in the electronic estimate or invoice emailed or sent to the Customer, who by virtue of having signed the estimate or invoice, and/or paid an advance deposit or in full, expresses his or her agreement with the contents of the Estimate or Invoice.
- Rental Center shall mean Outdoor Chillers cc's showroom or warehouse, or any other facility owned or leased by Outdoor Chillers cc where the storage, maintenance or transfer of its equipment occurs.

In reference to leasing the rental item(s) / equipment described on the Rental Agreement, it is agreed as follows:

1. INDEMNITY/HOLD HARMLESS.

Customer will take all necessary precautions regarding the items rented, and protect all persons and property from injury or damage.

Customer agrees to not hold Outdoor Chillers cc liable for and against any and all liability, claims, judgments, attorneys' fees and costs of every kind and nature, including, but not limited to, injuries or death to persons and damage of property, arising out of the use, maintenance— installation, operation, possession, ownership, or rental of the items rented, despite cause.

2. ASSUMPTION OF RISK/RELEASE DISCHARGE OF LIABILITY.

Customer is fully aware of and acknowledges that there is a risk of injury, death, or damage arising out of the use or operation of the items contained in the Rental Agreement and hereby elects to voluntarily enter into this Agreement and assume all of the aforementioned risks.

Customer agrees to release and discharge Outdoor Chillers cc from any and all responsibility or liability from such injury, death, or damage to persons or property arising out of the use or operation of the rental items. Customer further agrees to waive, release and discharge any and all claims for injury, death, or damage against Outdoor Chillers cc, which customer otherwise may be entitled to assert.

3. POSSESSION/ TITLE.

Outdoor Chillers cc agrees to reserve all items listed in the Rental Agreement on behalf of the Customer only after the following have been received from the customer.

- A non-refundable deposit equal to 50% of the total cost specified in the Rental Agreement (or a lesser amount determined at the sole discretion of Outdoor Chillers cc)
- A signed & dated copy of these Terms and Conditions; and
- A signed & dated rental agreement.

The remaining balance of the rental agreement must be paid 7 days prior to delivery, unless otherwise specified by Outdoor Chillers cc. If this obligation is not met, Outdoor Chillers cc reserves the right to either cancel the order without refunding the initial 50% deposit, or apply late payment charges equal to the highest APR allowed by law.

Customer's right to possession of the rental items:

- Is for a 3-day period. Equipment not returned during normal business hours on the third day will be charged for an additional 3-day rental period.
- Begins when the rental items leave the rental centre in the care of the customer, or when the customer accepts and signs for the delivery of the rental items upon delivery.
- In the absence of the renter, the equipment may be signed for by an individual designated by the renter. This individual is automatically given the legal right by the renter to accept liability for the equipment on the renter's behalf.

- The rental agreement terminates once Outdoor Chillers cc has regained possession of the rental equipment.
- Any extension of the agreement must be agreed upon by Outdoor Chillers cc in writing.
- Title of the rental items shall, at all times, remain with Outdoor Chillers cc.
- Customer authorizes Outdoor Chillers cc to retake possession of the rental items without notice or legal process at any time, despite whether the equipment is on private property.

4. LEGAL FEES.

Customer will pay all collection fees, attorney's fees, court costs, or any other expenses required to enforce the terms and conditions of this contract. Any law suits that may occur between Outdoor Chillers cc and their customers must be filed in Kwa-Zulu Natal courts, and any litigation will be held in a Kwa-Zulu Natal Court.

5. MISCELLANEOUS.

The Rental Agreement may be executed or delivered by fax or any other electronic means such as email or Whatsapp. The Rental Agreement is valid whether physically signed by the Customer or not. As long as the Customer takes possession of the rental items, the rental agreement is deemed valid. It is also valid if signed by another party signing on behalf of the Customer, in which case the signing party will sign their own name, and then print C/O (Care Of) "Ordering Party."

6. UNSAFE CONDITIONS.

Outdoor Chillers cc reserves the right to refuse to install or deliver rental equipment due to unsafe conditions or weather. If this occurs, Customer will be liable for a minimum of 50% of the total cost specified in the Rental Agreement. In the absence of unsafe weather or other conditions Outdoor Chillers cc, will use all appropriate means and methods to secure the rental equipment for the safety of the Customer and the equipment.

Outdoor Chillers cc is not responsible for underground / overhead utilities, and charges for time out, whether equipment is used or not. If permission is granted by the Customer to stake anything into the ground at their desired location, then it is the sole responsibility of the Customer to check for underground utilities and water mains.

7. CANCELLATIONS.

All customers will provide a 50% NONREFUNDABLE DEPOSIT in order for Outdoor Chillers cc to reserve their order.

- Customers who cancel their orders at any time after a deposit has been paid WILL LOSE THEIR DEPOSIT regardless of their circumstances or reasons for cancellation.
- Adjustments to orders can be made until 7 days prior to delivery (except for specialty items – see below). However, any such adjustments shall not reduce the total price of the invoice below the amount of the NON-REFUNDABLE 50% DEPOSIT.
- Specialty items include specialty cut linens, and items that require Outdoor Chillers cc to manufacture, sub-rent, or purchase equipment. Specialty items are non-refundable once they have been ordered by Outdoor Chillers cc, or manufacturing of such items has begun
- Frame tents & Stretch tents must be cancelled at least 7 days prior to delivery, but any such adjustments shall not reduce the total price of the invoice below the amount of the NON-REFUNDABLE 50% DEPOSIT.

8. CUSTOMER PICK UP AND RETURN.

- Customers may pay C.O.D., but once the rental agreement is signed, the customer guarantees payment for the equipment reserved
- Outdoor Chillers cc will reserve collection orders only if a rental agreement and this document have been signed. If the customer fails to pick up their order on the specified date, then Outdoor Chillers cc may re-rent the equipment; or if the equipment goes unrented, then Outdoor Chillers cc MAY STILL COLLECT A MINIMUM OF 50% FROM THE CUSTOMER.
- Responsibility for customer-pickup rental items remains with the customer from time the items leave the Rental Centre until the time they are returned.
- The Customer is responsible for loading, unloading, and securing items within his or her vehicle as well as for any damage that they may suffer during those operations.
- Outdoor Chillers cc will assist the customer in loading, but Outdoor Chillers cc will not be held liable for traffic accidents or damages to vehicles or rental equipment in transit due to improper loading, nor any damages caused to vehicles and or rental equipment during loading.
- Items returned after the return date specified in the Rental Agreement will incur additional fees to be determined by Outdoor Chillers cc.

9. DELIVERY CHARGES.

- Minimum delivery charges are based on 1-4 hour delivery windows with "non-same-day" pickups. Same-day and/or late evening pickups can be arranged for additional charges.
- Customers must be present for their entire delivery window. Outdoor Chillers cc will grant a 15 minute waiting period, after which the customer will be charged for waiting time up to R120.00 per hour billed in 5 minute increments.

- Orders will be delivered only if the cost of the items rented, excluding delivery fees and labour, is at least R250.
- Outdoor Chillers cc offers setup/breakdown services of equipment for additional charges.
- "Curb side delivery," is defined as:
 1. Delivery to a ground level location on a flat, hard surface, within twenty five (25) meters of the nearest loading area with no steps or obstructions.
 2. Outdoor Chillers cc will stack items neatly and securely with reasonable access for the Customer;
 3. All equipment must be re-stacked and made ready for pick up by the Customer in same manner in which it was delivered;
 4. There will be a minimum two hour window for both delivery and pickup (unless otherwise arranged in writing with Outdoor Chillers cc.
 5. Outdoor Chillers cc may assess additional charges at a rate of up to R120 per hour when delivery conditions cause Outdoor Chillers cc to incur additional labour costs, including, but not limited to:
 - deliveries impeded by stairs, elevators, steep or uneven surfaces, standing water, mud, or soft surfaces like sand and loose gravel;
 - deliveries that involve waiting times of more than 15 minutes;
 - customer requires a precise (to within 15 minutes) delivery or pickup time;
 - last-minute or rush deliveries or pickups; and/or
 - Inaccurate delivery locations or directions supplied by the Customer.
- Chairs and tables can be set up and arranged to the Customer's predetermined specification for an additional charge. Setup is mandatory, and carries separate setup charges. If setup is requested, then Outdoor Chillers cc will perform one (1) setup. After the initial setup is completed, then Outdoor Chillers cc may opt to apply the aforementioned excessive labour charges, or they may opt to leave the premises without performing additional labour.
- If the renter is not available, then Outdoor Chillers cc may opt to either setup in a manner deemed appropriate by our staff, or we may opt to leave the equipment curb side. In such instances, no refunds will be given, and the customer accepts liability for any losses and damages that may happen to equipment left unsupervised for any reason, including acts of God.

10. EQUIPMENT USAGE AND RETURN.

All china and flatware must be rinsed reasonably free of any food debris. If the Customer fails to do so, then Outdoor Chillers cc will charge an additional R1.25 per piece to be deducted from the security bond. Additionally, Customer is responsible for any loss or damage to rental items regardless of cause or fault, including acts of God, and Outdoor Chillers cc has 72 hours after retaking or receiving possession of rented merchandise to assess its condition and determine whether damage occurred while it was in the possession of the renter.

In such instances, unless the items in question are covered by a damage waiver, the Customer agrees to pay Outdoor Chillers cc for:

- All labour costs associated with repair and/or attempted repair of damaged equipment
- Replacement equipment (if necessary)
- Replacement of equipment directly related to the normal quality and functionality of the damaged equipment
- All shipping or delivery fees associated with the replacement or repair of damaged equipment.

11. DAMAGE WAIVER.

If an 8% charge is applied to all rental items to cover the cost of normal cleaning and maintenance. This does not cover LOSSES, THEFT OR DISAPPEARANCE OF EQUIPMENT DUE TO CUSTOMER NEGLIGENCE. Broken items must be returned in their broken state or they will be considered stolen. Replacement of lost or damaged items is chargeable in addition to the damage waiver charge.

12. MEASURING EVENT AREA.

- Outdoor Chillers cc provides free on-site estimates whenever possible.
- Planning and measuring is ultimately the responsibility of the Customer. If poor planning leads to improperly measured areas for placement of Frame tents, Stretch tents, mobile trailers and portable items, etc. resulting in our inability to complete a job, then no refunds will be given and full payment will be made to Outdoor Chillers cc by the Customer.
- Outdoor Chillers cc will not be held liable for any planning not performed by our staff.
- The Customer is responsible for locating and pointing out any underground utilities, such as water mains, and gas, electrical, and sewage lines.

13. DISCOUNTS.

Outdoor Chillers cc may offer discounts at its sole discretion. Any violation by the customer of Outdoor Chillers cc rental contract or Terms and Conditions, including violation of payment terms, will make such discounts null and void.

14. LOCAL RULES AND REGULATIONS.

Any and all rules and regulations governing an event site must be provided in writing to Outdoor Chillers cc prior to the delivery of rental equipment. All fines incurred as a result of non-disclosure of such regulations are the responsibility of the customer.

Please use the space provided below to list any rules or regulations that Outdoor Chillers cc must follow during delivery, setup or removal of rental equipment as put forth by the owners or designated managers of the event location

15. RESPONSIBILITY OF CUSTOMER

1. To read our legal documents and understand our company policies prior to hiring from us.
2. To ensure all payments towards your hire is made in full prior to delivery.
3. To ensure adequate space is available on the site prior to confirming hire of any and all equipment
4. Postponements, change of venue, times, dates, special requests, all be provided to our administration prior to commencement of your order. Additional charges will apply for loss of fuel, labour time, rental of equipment
5. All requests, additions, changes, queries, communications be made with our administration and not staff onsite.
6. All cost relating to but not limited to losses, damages, theft, fines, to our equipment, venue will be honoured by the hirer.
7. Ensure all areas indicated to staff for the work to commence is stable and is capable of safely housing our equipment.
8. To supervise work being carried out on his/her venue, as our service is at your own risk.
9. Ensure adequate and reasonable workspace is identified prior to hiring from us, as our trailers cannot be expected to be placed in areas, spots that a vehicle cannot tow it to. Nor can equipment be carried from an unreasonable distance or up/down hills.
10. To contact our offices prior to delivery, collection or maintenance should the route or site be inaccessible due to but not limited to server weather, road closures, strikes, looting, crime scene, mudslide, locked site, no personal to receive, dispatch, or supervise work carried out, early than usual closure of site or extension of hire. Additional charges will be applied for our loss of fuel, labour time, and work schedule.

16. RENTAL OF REFRIGERATION, SANITATION, AIR CONDITIONING AND TENT EQUIPMENT

1. Outdoor Chillers cc will not be held responsible for any and all products, personal property of the customer or their supplies stored within our equipment, including, but not limited to, theft, loss, damage via the malfunction of our equipment directly or indirectly. Usage of our equipment is entirely at your own risk.
2. When placing an order for delivery with Outdoor Chillers cc the customer gives us permission to work on the stipulated site in which we are requested to deliver to, and will not hold Outdoor Chillers cc, staff and management liable for including, but not limited to, any losses, damages to private/ personal property, injuries, fatalities. Outdoor Chillers cc takes no responsibility whatsoever for the incidents, accidents or unforeseen events that may arise while carrying out our services on the customer's delivery site.
3. In the event that our equipment malfunction, the customer is required to inform Outdoor Chillers cc, and allow us to rectify the problem within our means, all malfunctions are treated as priority, and Outdoor Chillers cc will attend to the situation at the soonest, factoring in our normal trading hours.
4. All equipment is tested prior to delivery and is tested with the customer onsite. Should the customer not be available to test the equipment or provide a sufficient power/water source for our staff to test, the customer will be liable for a call out fees should we be notified on a malfunction after staff have left the site. Staff may wait 15 minutes allowing the customer to provide the necessary elements to test our equipment's for you before leaving site.
5. After staff have tested the equipment and have had the invoice signed off, whether tested or not due to technical reason or any other reason whatsoever, any malfunction thereafter is deemed an unforeseen event. It is understood that at the time of delivery the equipment was tested or not due to reasons beyond our control and the company will not be held responsible for any listed but not limited to losses, inconveniences, repair cost, hiring of additional equipment, technician fees, replacement charges.
6. It is the client's responsibility to contact the company within our office hours, and report any and all problems with the rental equipment and allow us to rectify the problem within our means; we will not be liable or responsible for any losses caused by the malfunction whatsoever.
7. Should a malfunction occur after hours, public holiday, Sunday, or while there is an unforeseen event such as looting, strikes, severe weather, we will not refund the client as we had no opportunity to rectify the problem instead, we may offer a discount on future hires or we may also offer a free hire with exclusion of transportation cost. But this is entirely at Outdoor Chillers cc discretion.
8. Outdoor Chillers cc does not offer after hour assistance what so ever.
9. All portable/mobile equipment must be placed within secure locations. No equipment may be left outside fenced facilities. The customer will not be refunded on cancellation should the customer fail to provide a safe environment for the equipment. Prior to hiring from Outdoor Chillers cc, the customer must ensure their have met the safety criteria.
10. Customers have the opportunity to view rental item conditions, size, and details prior to hiring from Outdoor Chillers cc and therefore there will be no refund once the delivery is done.
11. All equipment are rental items and face wear and tear daily, we maintain our equipment to the best of our ability, should there be any flaws that are unforeseen, we request you inform us and allow us to rectify the equipment. No discounts or refunds will be given.
12. All tents of any kind, are required to be pegged down for stability, should you request us not to peg tents such as frame tents or erect the tent on a surface that cannot peg into due to reasons listed but not limited to tarred, concrete, paving, wooden flooring, deck, plastic deck, elevated deck, balcony, tiles, 1st floor and above, we do so at your own risk, this will lead to the tent being unstable and may lead to serious injuries, damages to the tent, venue and surroundings and fatalities, Outdoor Chillers cc will not be held responsible or liable what so ever. We request that you inform us prior to hiring so we may advise you on solutions, such as hiring out concrete stability weight blocks.

13. When opting to erect a tent without pegging at your own risk, we advise concrete stability blocks be hired, used to help stabilize the tent, please note this form of stability is by no means guaranteed solution to stability of the tent and will be at an additional cost.
14. All tents of any kind are erected and dismantled to the best of our ability; we cannot guarantee 100% safety, as all tents are prone to being destabilized via severe weather conditions such as heavy rains, strong winds, hail, soft turf, muddy ground, loose gravel, ground, sea sand.
15. The estimate/invoice does not include engineers report, council and event permits. This is the customer's responsibility to arrange all permits and ensure compliance with all health and safety regulations.
16. Should a client not know what size of marquee is required or what will suit their property size, an estimate size will be given by Outdoor Chillers cc. It will then become the client's responsibility to measure their property to make sure that the marquee will fit. Should delivery take place and it becomes apparent that the marquee will not fit, no refunds will be given and an additional transportation fee charged for returning to the warehouse to collect the correct size, should it be available.
17. All tents required to be pegged for safety.
18. Marquees in their entirety require to be ratcheted and pegged down to avoid lifting and to stabilize the marquee. Should the customer not allow Outdoor Chillers cc to peg the marquee, the client accepts full responsibility for any loss, damage, injury or death to persons and/or property. Outdoor Chillers cc will not be held liable for any loss, damage, injury or death to persons and/or property
19. Should there be equipment that will need to be installed before the marquee can be erected; Outdoor Chillers cc will need to be notified of times that the erection can take place before we arrive at the site. Should Outdoor Chillers cc need to return to the warehouse or wait on site for other installations to take place before erecting the marquee, this will be charged for waiting time up to R120.00 per hour billed in 5 minute increments. This applies to the collection and dismantling of the marquee as well.
20. Once erected, the marquee cannot be moved or removed from site. Should the customer insist on this, the customer will be billed for the additional labour and time taken
21. No parts of the marquee may be removed or changed once installation has taken place. Should the customer interfere with the integrity of the marquee installation, the customer will be held solely responsible for any loss, damage, injury or death caused to property and/or persons.
22. The customer will be held responsible and charged for any parts of the marquee that may be missing on collection.
23. No fires are to be lit under or in close proximity to the marquee. Should any burns or discolouration occur, the client will be responsible for either the cleaning or replacement of these covers.
24. The client takes full responsibility for any damages to the marquee whilst in the clients possession
25. Tents of all kind cannot be erected or dismantled while experiencing severe weather conditions, looting, strikes, crime scene investigation active, criminally active site/ surroundings, rained out sites (muddy, slippery, water logged)
26. Should our equipment be unattainable for collection, delivery or maintenance, Outdoor chillers cc, will not be held responsible or liable for any cost, losses, damages to equipment, venue, site, and surroundings, additional rental cost charged by the venue/site, delay to the start/ commencement of the event, it is understood that the situation faced is out of our control and we take no risk or responsibility as we will always consider the safety of staff above all else.
27. Installations and dismantling of equipment, should staff be faced with dramatic weather change or unforeseen risk to healthy and safety, the staff and required to stop all work and seek safety till it is deemed safe to commence work again.
28. Tents 15 meters width and above cannot be safely erected without the use of a truck to support staff working at heights to place connecting brackets, should your site not allow HMV to drive on the desired venue spot we must be notified prior to installation.

17. COMMUNICATION

Intimidation, vulgar language, hate speech, discrimination, hostile communication, threats, physical, verbal and emotional abuse by the listed but not limited to, client, client's family, members associated to the client will not be accepted by Outdoor Chillers cc, staff will leave the site with all equipment and your hire is forfeited, all bookings immediately terminated with cancellation clause being applied. Staff will also be advised to legally open a case against the relevant person/s.

18. AFTER TRADING HOURS / HOILDAYS

1. Outdoor Chillers cc do not offer "After Hour" assistances for any type of emergency due to malfunctions of equipment, due to taking on work in all types of areas it is unsafe for staff to proceed into unknown areas after hours, risking being hijacked, robbed or lost in unfamiliar locations, also noting that the malfunctions can range from basic to severe, not everything can be rectified onsite thus deeming them useless to the situation.
2. Should you require a delivery, collection or maintenance of toilets (pump outs) after hours, you would need to make arrangements prior to booking an order to be deemed eligible. After hour rates would apply.
3. Delivery, collection or maintenance on public holidays, Sundays will have to be arranged in advanced, additional charges apply
4. Orders done last minute for same day delivery are subject to overtime rates as staff would likely be required to work late to accommodate you and still complete scheduled deliveries.

Acknowledgement and acceptance of our rental agreement, terms and conditions

Acknowledgement and acceptance of our rental agreement, terms and conditions may be executed or delivered by email, or any other form of electronic means such as WhatsApp, social media, or physical forms. The rental agreement, terms and conditions are also made available via our websites, attached to our emails, and on request via our reception. The rental agreement, terms and conditions is valid and implemented whether properly signed by the customer or not, so long as the customer engages with us and agrees to use our services via confirmation of hire in any way or form, listed but not limited to, email notice, verbal agreement, social media, or payment in any way or form, listed but not limited to cash, EFT, deposit, full payment or part payment, or 30-day payment plan or any other payment plan.