

19 Foundry Street  
 George Industria  
 Tel: 044 884 0550  
 Fax: 044 884 0466  
 tackandtuck@telkomsa.net



P O Box 1848  
 GEORGE  
 6530  
 Reg: 2004/020262/23  
 VAT Reg No. 425 021 5599

*Suppliers of Saddlery, Feeds & Horse Accessories*

## HORSE TRAILER RENTAL

Date : \_\_\_\_\_

<u><b>TAX INVOICE</b></u>	
Name	: _____
Address	: _____
Trip From	: _____
Trip To	: _____

Hire out of	: Trailer Reg No: _____	(full details on reverse side)
Date from	: _____	Time _____
Date until	: _____	Time _____
<b>Extension beyond the original agreed date and time of termination MUST be agreed immediately.</b>		
<small>(Additional Rate = R_____ per hour. When the originally agreed time is exceeded with 7 hours, it counts as another day)</small>		
Deposit	: _____	(Refunded if clean and no damage to electrical, tyres & bodywork)
Basic Price	: _____	
Extended Period	: _____	
<b>TOTAL AMOUNT</b>	: _____	(14% VAT incl)

<b>CHECK LIST</b>	<b>OUT (Client)</b>	<b>IN (Sales Person)</b>
Middle Head Partition		
Spare Wheel		
Electrical Plug		
Tyres		
Horse Trailer Clean		
Please Note: Trailer to be returned to Tack and Tuck and not to be left at The Riding Club		

This invoice serves as a receipt as soon as it is paid

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## HIRE AGREEMENT

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:  
 TACK & TUCK C.C. (hereinafter referred to as the Lessor),

and

(hereinafter referred to as the Lessee)

**Name:** \_\_\_\_\_  
**Identity Number:** \_\_\_\_\_ **Vehicle Registration Number:** \_\_\_\_\_  
**Work & Address:** \_\_\_\_\_ (Driver's License attached)  
**Residential Address:** \_\_\_\_\_ **Tel (W):** \_\_\_\_\_  
 (Chosen as domicillium citandi et executandi for legal actions) **Cell:** \_\_\_\_\_  
**Postal Address:** \_\_\_\_\_ **Tel (H):** \_\_\_\_\_

WHEREAS the Lessor is the owner of certain 2 Berth Horse TRAILER with registration no. \_\_\_\_\_  
 AND WHEREAS the Lessee is desirous of hiring this trailer from the Lessor, together with:

Spare Wheel:  Electrical Plug:

(hereinafter referred to as the accessories),

for the period hereinafter mentioned, ad for the sole purpose of using same on a trip from \_\_\_\_\_ to \_\_\_\_\_, for the transport of \_\_\_\_\_.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

- Whilst the Lessee acknowledges that a day, for the purpose hereof shall extend from \_\_\_\_:\_\_\_\_ to \_\_\_\_:\_\_\_\_, for the period of hire shall be for \_\_\_\_\_ days,  
 Commencing at: \_\_\_\_\_ on the \_\_\_\_\_ and  
 Terminating at: \_\_\_\_\_ on the \_\_\_\_\_ (hereinafter referred to as the PERIOD)  
 Should the Lessee fail to return the trailer and accessories to the Lessor prior to the elapse of the period, the Lessee shall be liable for payment, to the Lessor, of agreed damages / additional rental, to be levied in the discretion of the Lessor, of R\_\_\_\_\_ per day / per hour, thereafter for the total period from expiry to day of return thereof to the Lessor, both days inclusive. When the originally deadline agreed upon is exceeded with more than 7 hours, the extended period up to return, shall be counted in days, for a further minimum of one day.  
**Extension of the initially agreed period, must be pre-established with the Lessor PRIOR to termination of the initial period.**
- The rental payable by the Lessee for the hire period shall be the total amount specified on the reverse side hereof, in respect of rental and deposit.
- The Lessee hereby acknowledges having properly / thoroughly inspected the trailer and accessories, and having found and received same roadworthy and in good order and repair. The Lessee shall be obliged to return same in the same state, reasonable wear and tear excluded.
- Should the trailer and / or accessories be damaged in any way whatsoever upon return thereof to the Lessor, the Lessee shall be liable for repair thereof to the satisfaction of the Lessor. Should the Lessor, as it may be entitled, though not obliged, to do, claim from it's Insurance Company for the repair of such damages, the Lessee undertakes, and shall be obliged to pay to the Lessor, upon demand, the Lessor's excess payment under such policy, presently being 10% of each claim with a minimum of R2000.00 per claim. In the event of theft thereof, the Lessee shall be liable to repay / compensate the Lessor, upon its demand, for the loss thereof, in an amount equal to the then reasonable replacement value thereof.
- The Lessee undertakes and accepts that the trailer and accessories:
  - may and shall only be used for the purpose and to the carrying capacity thereof, as it may be intended / fit for under it's competency certificate, and that the trailer shall only be towed with a suitable towing vehicle, according to Law;
  - shall at all times be used / kept according to Law and in compliance with all road-traffic regulations, and not do or permit to be done therewith, anything that may cause any liability, whatsoever, to the Lessor as owner thereof and / or endanger / put to risk its ownership therein and / or expose same to any form of right of retention or lien thereto by any third party;
  - shall be used by the Lessee at his own risk, whilst the Lessee hereby indemnifies and safeguard the Lessor against any loss or liability that may occur or arise from the Lessee's use thereof resulting in damage to person or property or any other whatsoever,
  - shall at his own cost, upon the termination of the hire period, return same to the Lessor at its place of business in George, failing which the Lessor shall be entitled, though not obliged to, to recover same from wherever it may be found at the cost and risk of the Lessee, which costs the Lessee shall be liable to refund to the Lessor immediately upon demand;
  - may at any reasonable time, be inspected by the Lessor and / or its authorized agent, in order to ensure that the Lessee, at all times, duly and properly complies with all the terms hereof, failing which, in the absolute discretion of the Lessor, it shall be entitled to do whatsoever it may deem necessary, for the protection / safeguarding / repossession of the trailer and accessories, and / or its ownership therein and / or the cancellation of this agreement forthwith.
- The Lessee hereby consents to the jurisdiction of the Magistrates Court in any legal action that may arise here from and hereby chooses as his domicillium citandi et executandi for such legal action, the address mentioned in the preamble hereto, and also hereby accepts to be liable for payment of all legal charges on Attorney and Own Client scale in any legal action that the Lessor may institute arising from this agreement / the Lessee's breach of any condition hereof / the Lessor's termination hereof and / or its enforcement of ant term hereof.
- The total rental and deposit (if any are being levied) shall be payable, in advance, in cash, upon the date of, and prior to, the Lessee taking delivery of the trailer and accessories, unless otherwise agreed in writing.

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

LESSEE

LESSOR