



ORDER FORM/RENTAL AGREEMENT

Entered into by and between:

*KidZplay* and

\_\_\_\_\_ (hereafter referred to as the 'customer')

Name: \_\_\_\_\_

ID Number: \_\_\_\_\_

Delivery address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Numbers: Home: \_\_\_\_\_  
Work: \_\_\_\_\_  
Cel: \_\_\_\_\_

Email address: \_\_\_\_\_

Date of Delivery: \_\_\_\_\_

Item Name: \_\_\_\_\_

Item Number: \_\_\_\_\_

Contract period: \_\_\_\_\_

KidZplay hereby agrees to hire to the customer who, in turn, agrees to hire from KidZplay the goods described hereunder at the rental described hereunder and for the period set out hereunder and upon the following conditions:

## **Conditions of hire:**

### **1. Period of hire:**

The initial period of hire shall be one year. After the initial period this agreement shall continue indefinitely until either party gives thirty (30) days written notice of termination to the other party. Notice of termination shall be sent by prepaid registered post to the other party at the *domicilium citandi et executandi* set out hereunder. The initial date of hire shall commence on the date of delivery of the goods by KidZplay to the customer.

### **2. Rental Payable:**

The first rental payment shall become due and payable on the date of delivery of the goods by KidZplay to the customer and thereafter monthly in advance on the first day on each and every calendar month. The monthly rental shall increase by 12% (inclusive of VAT) on the expiry of the last day of the initial period of the agreement and thereafter on any anniversary of that date.

**The monthly rental of the goods is**

\_\_\_\_\_).

All rental charges are payable monthly in advance by debit order.

### **3. Description of goods:**

The goods are numbered \_\_\_\_\_ as appears on the gym.

### **4. Ownership of goods:**

Ownership of goods shall remain vested in KidZplay and the customer shall, at no time, acquire ownership of the goods.

### **5. Liabilities of the customer**

The customer shall, upon termination of the agreement, return the goods to KidZplay in good repair, condition and working order, fair wear and tear excepted. The customer shall be responsible for any damage to the goods other than fair wear and tear. The customer shall, furthermore, be responsible for the replacement costs of any goods missing or destroyed, for whatever reason, from the date of delivery to the delivery address to the date that the goods are returned to KidZplay. The customer shall not carry out any painting, repairing or redecorating to any of the goods, without the prior written consent of KidZplay.

### **6. Delivery of the goods:**

KidZplay will deliver the goods to the delivery address at the delivery charge of \_\_\_\_\_. Such amount is payable before the delivery of the goods. The goods may not be removed from the delivery address without the prior written consent of KidZplay having been obtained.

KidZplay will move the goods to any new premises at an agreed charge (dependant on the address). KidZplay will not consent to a delivery address outside of the municipal area in which KidZplay operates. The customer warrants that access to the delivery address is possible for the delivery of the goods, and also for the removal of the goods upon termination of the agreement.

**7. Cancellation of the agreement:**

Should the customer wish to cancel the agreement before the expiry date of the initial period, this shall only be done with the written consent of KidZplay and on the understanding that the customer will remain liable for 50% of the then outstanding hire charges for the remaining year which would otherwise fall due for payment.

**8. Liability for claims:**

KidZplay 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 and the customer hereby indemnifies KidZplay against any such claims.

**9. Rights and Obligations:**

The customer shall not cede any of its rights nor delegate any of its obligations under this agreement.

**10. Breach**

Should the customer breach any of the conditions hereof or fail to pay any of the amounts payable in terms hereof on the due date hereof, KidZplay shall have the right, without prejudice to any other right which it may have against the customer to: a) terminate this agreement, b) repossess the goods (the collection fee of which being to the customers account, c) claim all arrears owing at the date of termination, d) claim all outstanding rentals which, but for termination, would have been payable for the remaining period of this agreement, and e) claim all such damages which it shall have sustained by reason of the failure of the customer to carry out its obligations hereunder. KidZplay shall, in its sole discretion, be entitled to elect whether it will claim the aforesaid outstanding rentals or recover damages in lieu thereof.

**11. Jurisdiction**

The parties hereby consent to the jurisdiction of the Magistrate's 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. In the event of KidZplay instructing it's attorneys to take steps to enforce any of it's rights under the agreement, the customer shall be liable for the collection charges and other legal costs on an attorney and client scale as shall be charged by attorneys.

12. **Domicilium Citandi Et Executandi:**

The parties choose as their domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notices or other documents or communication of whatsoever nature (including the exercise of any option), the following addresses:

KidZplay:       14 Cooper Crescent  
                  Howick  
                  3290

Customer:       \_\_\_\_\_

                  \_\_\_\_\_

                  \_\_\_\_\_

13. **Entire Agreement:**

No extention of time or other indulgences granted by KidZplay to the customer shall be construed as a waiver of any of KidZplay's rights hereunder and shall not, in any way, prevent KidZplay from enforcing such rights.

\_\_\_\_\_  
Signed for on behalf of KidZplay

\_\_\_\_\_  
Signed for on behalf of the  
customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date