

LA Swift Fence Rent Terms and Conditions

Terms and Conditions of Service

Welcome to LA Swift Fence Rent, your trusted partner in fence rentals. By renting a fence from us, you agree to the following terms and conditions. Please read them carefully.

1. General Terms

- These terms and conditions ("Agreement") govern the rental of fences, gates, and related equipment ("Rental Equipment") provided by LA Swift Fence Rent ("Company," "we," "us," or "our").
- By renting any Rental Equipment, the customer ("Renter," "you," or "your") agrees to comply with these terms and conditions.

2. Rental Period

- The rental period begins on the date the Rental Equipment is delivered to the designated location and ends on the date it is picked up, as agreed upon in the rental agreement.
- Early returns or extensions may be possible; however, they must be agreed upon in writing and may be subject to additional fees. We require a minimum of 48 hours notice for both cancellations and rental extensions.

3. Delivery and Pickup

- The Company will deliver and/or pick up the Rental Equipment at the address specified in the rental agreement unless prior agreement has been reached with LA Swift Fence Rent.
- Delivery and pickup charges apply depending on the location and distance.
- The Renter is responsible for ensuring the site is accessible for delivery and pickup. Any issues arising from site access may result in additional fees.
- Set up and removal times will be set to 1 hour from arrival on site, set up or removal time longer than 1 hour will be subject to additional charges if there is a delay of any description by the renter or any third party.
- We require clear instruction via electronic communication with regards to exact drop off, set up, access and/or any restrictions regarding vehicle access and/or security codes.

4. Renter's Responsibilities

- The Renter agrees to maintain the Rental Equipment in good condition during the rental period.
- The Renter is responsible for the security of the Rental Equipment and must ensure it is not damaged, stolen, or misused. The Renter agrees to notify the Company immediately in case of damage or theft.
- The Renter must use the Rental Equipment only for its intended purpose, in compliance with all applicable laws, ordinances, and regulations.
- The Renter must not alter, move, or modify the Rental Equipment without written consent from the Company.
- The Renter is responsible for any damage to the Rental Equipment during the rental period, including damages caused by vandalism, accidents, or natural events.
- Damaged or lost or stolen panels will be charged at the full replacement cost per panel of R2800.00 per panel, feet R350.00 each, netting R1500.00, sandbags R100.00 per bag.
- If the person on site receiving goods is not the named person on the rental contract we will require full details of that person for example: Name, Mobile Number and confirmation of authority to receive the goods on behalf of the renter.
- Payment for damages is required in full within 7 days of removal.
- In the event there is no clear instruction for panel positioning and placement, the panels will be left in an agreed designated area. The renter will be responsible for positioning, securing and ensuring panels are left in a safe and secure manner. This includes sand bags, privacy netting and all other items associated with LA Swift Fence Rent.

5. Rental Fees

- Rental fees are specified in the rental agreement and are due in full at the time of booking, unless otherwise agreed upon.
- A security deposit is required at the time of rental, which will be refunded upon the safe return of the Rental Equipment.
- Late returns or failure to return the Rental Equipment by the agreed-upon date will result in additional daily rental charges.
- If the Rental Equipment is returned in damaged or poor condition, the Renter will be charged for repair or replacement costs.
- Credit terms are not available.
- All funds **MUST** be cleared in our bank account prior to delivery day. Failure to have cleared funds in our account will result in the delivery being aborted until such time as cleared funds are in our account and a new delivery date has been agreed.

6. Payment and Invoicing

- Payments must be made via the method specified in the rental agreement.
- Invoices will be sent to the Renter's provided email address and are due prior to delivery.

7. Cancellation Policy

- Cancellations made 48 hours before the scheduled delivery will result in a full refund less admin fees.
- Cancellations made less than 48 hours before the delivery will incur a cancellation fee of 50% of the agreed cost of the full rental.
- The Company reserves the right to cancel or reschedule deliveries due to weather, unforeseen circumstances, or other factors beyond its control.

8. Liability and Indemnity

- The Company is not liable for any injury, loss, or damage resulting from the use or misuse of the Rental Equipment, unless caused by the Company's negligence.
- The Renter agrees to indemnify and hold the Company harmless from any claims, damages, or legal actions arising from the use of the Rental Equipment.
- All equipment supplied by LA Swift Fence Rent remain the sole property of the company and may not be sold, loaned or rented to third parties.

9. Insurance

- The Renter is responsible for securing appropriate insurance coverage for the Rental Equipment during the rental period. Proof of insurance may be requested at the time of booking.
- If the Renter does not have insurance, they may be required to purchase a damage waiver, which will cover minor damages to the Rental Equipment, but excludes negligence or intentional damage.

10. Termination of Rental

- The Company reserves the right to terminate this rental agreement and reclaim the Rental Equipment if the Renter fails to comply with these terms and conditions.
- The Renter may terminate the rental agreement early with written notice, but no refund will be issued for unused rental periods.

11. Force Majeure

- The Company will not be held liable for failure to fulfil any obligations under this agreement due to circumstances beyond its control, such as natural disasters, acts of government, or other unforeseen events.
- The Company will not be held responsible for delays in manufacturer, delivery, collection or installation of the products under any circumstances whatsoever.

12. Governing Law

- This agreement is governed by the laws of South Africa and any disputes will be subject to the exclusive jurisdiction of the court.

13. Amendments

- The Company reserves the right to amend these terms and conditions at any time. Any changes will be communicated to the Renter, and the updated terms will apply to all future rentals.

By signing this rental agreement, the Renter acknowledges and agrees to the Terms and Conditions outlined above.

Signature:

Full Name:

ID Number:

Date: