

# **TERMS AND CONDITIONS**

**CJ DAN ENTERPRISES PTY LTD**

**2018/547849/07**



---

The term 'Company' as used in this document will refer to CJ Dan Enterprises as a trading name brand.

The term Buyer refers to the individual or purchasing company.

## **1. Orders**

After acceptances, may not be cancelled, in whole, or in part, or varied in any manner whatsoever in accordance with the stipulations as set out below

1.1 We will endeavour to communicate any changes that arise during the manufacturing. We reserve the right to change or alter any technical issues in terms of layout during the production phase. This may cause in delay in the completion time.

1.2 We reserve the right to refuse service to anyone for any reason at any time.

1.3 Production time on order begins once the vehicle construction is started and not necessarily from time of deposit paid. Although we try our best to keep within time frame some factors may make this impossible, we will communicate and update accordingly.

We recommend not to book events or functions until such time of sign and off and food truck collected.

## **2. Prices**

2.1 Where quotations are based in foreign currencies the Company reserves the right to change these prices to South African currency at the forward cover purchased by the Company. Any fees relating to transferring the funds will be the responsibility of the Buyer's.

2.2 Prices are subject to change without prior or any notice.

2.3 We reserve the right to alter, amend and change pricing without prior notice. We will endeavour to inform you to the best of our ability about this change although when it comes to vehicle safety and warranty purposes some changes may be necessary or not possible whichever may be the case.

2.4 Equipment prices may change subject to supplier prices. When specific items are ordered or requested we remain at the discretion of the supplier and their pricing when the items arrives. Some images may be different to the actual product dependent on the supplier.

2.5 a 10% handling fee will be charged on equipment if returned please insure the equipment is inspected on collection

2.6 A production cost on all goods and services will be charged and payable of 25% if cancelled whilst in production on any deposit payment made.

### **3. Payment**

- 3.1 Shall be in South African Currency, without deduction or set-off.
- 3.2 Shall be in full, in the form of Electronic Fund Transfer (EFT).
- 3.3 The Buyer agrees and undertakes to notify the Company immediately of any material factor which could or might have a bearing on the credit facilities extended to the Buyer by the Company, and furthermore undertakes to notify the Company immediately of any material change of or concerning the Buyer, including any change of ownership, shareholding, status, name and address.

### **4. Delivery**

- 4.1 Time shall not be of the essence in the contract.
- 4.2 Any time or date specified for delivery by the Company or the Buyer, in respect of any sale, shall be approximation and guide only.
- 4.3 If the Company is unable to effect delivery of any part of the goods on the date or time stipulated by it or the Buyer, the Buyer shall be obliged to take delivery as and when the Company can reasonably effect such delivery.
- 4.4 The Company endeavors to effect delivery on any date specified by it or agreed upon by it, but does not give any warranties of whatsoever nature or kind and it shall not be held responsible for any damages of whatsoever nature, or loss of profit, or any consequential or indirect damages which the Buyer may suffer as a result of such later delivery.
- 4.5 The Company is entitled to charge storage costs at R100 per day where the Buyer requests the Company to withhold or postpone delivery should Company agree thereto, and the Buyer undertakes to pay any and all storage costs related to goods not taken, at the prevailing storage rates charged by the Company @ R100 per day.
- 4.6 The risk in and to the goods purchased shall pass to the Buyer upon collection of the purchase.
- 4.7 Should the Buyer have any claim whatsoever, arising out of a partial delivery of the goods, the Buyer shall, notify the Company within 24 hours of receiving or tendering of possession of the goods by the Company or the carrier of the goods, where the carrier is a third party and endorse the delivery note accordingly.
- 4.8 Unless the Buyer gives timeous notice of the partial delivery, in terms of 4.8 above, the Buyer shall be deemed to have received the goods as set out in the delivery note and relevant invoices.

- 4.9 Notwithstanding anything previously contained herein, no carrier, as agent of the Company, shall be obliged to enter the premises of the Buyer to enable offloading to be effected. However, if such vehicle should enter the Buyer's premises, it shall be deemed to do so at the Buyer's specific instance and request, and in that event the Company and/or its servants and/or agents shall accept no liability for damage or loss occasioned to the Buyer or any third party, arising in any way from such entry or for that matter, exiting from the Buyer's premises, or from the offloading thereof, or from any negligent act or omission of the Company or its agent carrier during the course of entering, exiting or offloading. Further, the Buyer hereby indemnifies and holds the Company harmless against liability for any such damage or loss.
- 4.10 We will notify you in advance of the date your Vehicle is expected to be ready for delivery. If you are unable to take delivery within the specified period, please contact us to request additional time, which we may grant at our sole discretion. If you are unable to take delivery within the specified period, including any extension we may grant, you will be in breach of this Agreement, your deposit will not be refunded pursuant to the "Status of Your Deposit" paragraphs below, and the Vehicle will be made available for sale to other customers. If, on your behalf, we are coordinating the shipping of the Vehicle to you via a third party common carrier, you hereby agree and acknowledge that delivery of the Vehicle, including the transfer of title and risk of loss, will occur at the time your Vehicle is loaded onto the common carrier's transport (i.e., FOB shipping point). You will be the beneficiary of any claims for damage to the vehicle or losses occurring while the vehicle is in the possession of a common carrier. To secure your final payment and performance under the terms of this Agreement, you give us a security interest in the Vehicle and all proceeds there from until your obligations herein have been fulfilled.
- 14.11 The vehicle needs to be inspect at the premises of CJ Dan Enterprises in order for the vehicle to be loaded for transport, once the vehicle leaves our premise the manufacturing arrangement has been concluded. If the vehicle cannot be inspected or viewed it will be accepted as signed off.
- 14.12 Vehicles will not be released until full payment is received. Please note that delays may result in storage fees.
- 14.13 Delivery to and from CJ Dan Enterprises factory will be for customer's account. We are not a transport company and in such it is not part of our day to day business or service offering. Vehicles can be collected from our factory or bookings can be made with a transport company for delivery should the customer not be able to collect.

## **5. Reservation of Ownership and Appropriation of Payments**

- 5.1 Notwithstanding anything herein before or elsewhere contained, ownership of the goods shall, at all times, remain vested in the Company, until the Buyer has made full payment of the purchase price. No latitude or extension of time given to the buyer shall in any way vitiate or novate the Company's rights hereunder. In the event of any default on the part of the Buyer, the Company shall, without prejudice to any other rights it may have, and without notice, be entitled, on demand, to obtain return of the goods, in so far as payment for the goods has not been made in full. The Buyer also consents to a Court Order against it for the attachment and removal of such goods by the Sheriff of the relevant Court.
- 5.2 The Company shall be entitled, at its discretion, to appropriate any payments made towards the reduction of any indebtedness to it by the Buyer as well as interest, at the Company Bank's prevailing prime rate.
- 5.3 The Company is not obliged to accept returned goods where the Buyer has made an error in its order, and the Buyer remains fully liable for the full price of the goods so ordered.
- 5.4 Prices are subject to change without prior notice in terms of vehicle cost, alterations and additional equipment purchased during the customize build.
- 5.5 Payments shall be strictly due on request. Should registration documents not be available or delayed by the Buyer the payment will be required to be made.
- 5.6 We reserve the right to modify or discontinue a product or service should it arise without prior notice. We shall not be held liable by you or any third party for the alterations or discontinuation of a product or service.
- 5.7 All storage cost will be for the account of the Buyer should the Buyer delay the final payment whilst in transit.

## **6. Limitation of Company's Liability**

- 6.1 The Company does not give any warranty against defects in the goods supplied, be they patent or latent. The Company does not give any warranties or guarantees of any other nature or make any representations whatsoever in respect of the goods, or of its fitness for any particular purpose, whether or not that particular purpose is, or could be, deemed to be known to the Company, other than any warranty or guarantee that may have been expressly given in writing. The Company shall be deemed to be unaware of the particular purpose for which the goods or any product made there from is required.
- 6.2 Before dealing in any manner with the goods supplied against any order; the Buyer must satisfy itself that the goods are suitable for the purpose for which they are to

be used, and are free from any defects of whatsoever nature, against any claim brought against the Company by any Third Party arising out of the unsuitability of the goods for any particular purpose whatsoever.

- 6.3 The Company shall not be liable under any circumstances whatsoever, for any loss of profit or other special damages, out of any of its obligations under this contract, or any act of negligence and or omission on the part of the Company and/or its employees or for any other reason, whether of the same kind, with the a foregoing, or otherwise howsoever.
- 6.4 The onus shall be on the Buyer to satisfy itself that the goods supplied are for the purpose for which the goods are to be used, there being no obligation on the Company to guarantee such suitability.
- 6.5 No agreement, warranty, condition, representation, promise, statement or undertaking, whether made before/ after a sale, shall be binding on the Company unless contained herein or confirmed officially in writing under the Company's signature.
- 6.7 All warranties and guarantees in terms of extras, equipment, mechanisms, installations supplied by the company will be covered by the manufacturer/suppliers warranty or guarantee. Therefore any faults or defects will be handled by the manufacturer or supplier and not FT Shop.

## **7. General**

- 7.1 No variation, amendment or alteration of these Conditions of Sale shall be of ant force or effect unless reduced to writing and signed by a duly authorized representative of the Company and the Buyer.
- 7.2 The company within their rights may brand the food truck with the FT Shop logo. The company also reserves the right to place their branding trade name unobtrusively but visible on the food truck/vehicle/tuktuk.
- 7.3 Wherever, in these Conditions, provision is made for the amendment or variation thereof between the Buyer and the Company, in writing, the onus shall be on the Buyer to establish that the representative of the Company, in entering into such variation or amendment to the terms hereof, was authorized to do so.
- 7.4 In the event of any order from the buyer providing for the delivery of the goods at/in various stages, then each delivery shall be deemed to be a separate and divisible contract and the terms and conditions herein contained shall apply to each delivery as if the same were the subject of an independent contract. No dispute arising from any such one delivery shall affect the balance of the contract between the Company and the Buyer arising from prior deliveries. The Company shall have the right to claim pro rata payment in respect of each consignment delivered to the Buyer.

7.5 The Buyer agrees that its signature of its employees or any person purporting to represent it on the official delivery note or waybill of the Company, be sufficient proof of delivery of the goods from time to time.

## **8. Warranty Period**

8.1 The Company's manufacturer warrants that the goods sold by the Company will be free from defects in materials or workmanship, under normal use and service, for the appropriate warranty period. The extent of the warranty period will depend on the period given by the Company's manufacturer. The Company's sole obligation under this warranty shall be, at its option, to repair or replace, without charge, any defective component part of such product, within a reasonable time period, or to credit the Buyer's account with the market related value, provided such faulty goods are returned in terms of this clause and not found to be defective, will be returned to the buyer at the Buyer's expense, and be subject to a charge equal to 20% of the invoice value of such goods to cover the costs of testing and other time spent by the Company.

8.2 All warranty related matters for repair or inspection purposes will need to take place at the company's premises,. The sale being concluded, inspected and collected from the premises at Unit 2 45 Columbus Crescent, Rivergate, 7441 will be the place of delivery.

8.3. The Company shall not be liable under this warrant for any goods that the Buyer alleges are defective where those goods have been repaired or altered by some other person than the Company's designated personnel or authorized representative, unless such repair or alteration was effected pursuant to prior written approval of the Company, or where the Buyer fails to notify the Company of any alleged defect within the period of the warranty, or where the goods have been altered or damaged in any way which the Company reasonably determines to personally effect the performance and reliability, or where the goods have been subjected to misuse, neglect or accident.

8.4. Any design or engineering changes may be altered without any notice should the need arise during the construction period. This is to ensure the construction/fabrication and design is free of defects to hold a valid warranty.

8.5. The warranty period is valid for 6 months on the body if stored undercover or inside.

## **9. Surface corrosion**

9.1 All exposed metal parts will eventually corrode and at an advanced rate in coastal areas. CJ Dan Enterprises advises the use of a corrosion prevention polish on all exposed metal surfaces to avoid corrosion.

## **10. Purchase Price, Taxes and Official Fees**

10.1 The purchase price of the Vehicle as indicated in your Vehicle Configuration , is subject to change without prior notice in accordance to our supplier availability. If prior to delivery of the Vehicle you change the options you have selected, we may update your Vehicle Configuration, which may affect the purchase price.

## **11. Deposit**

### **11.1 Status of Your Deposit: Custom Ordered Vehicles.**

11.1.1 You will have 5 days from the date you accept this Agreement to make changes to or cancel your Vehicle Configuration. During this 5 day period, your deposit amount is fully refundable. After the 5 day period, your deposit becomes non--refundable. You may accelerate this process by contacting us and finally confirming your Vehicle Configuration for production, at which time we will send your order to production and your deposit will become non--refundable.

Because your Vehicle is custom built to order, we incur significant costs in producing your Vehicle once it enters our production system, so if you cancel or default in this Agreement, you agree that we may retain as liquidated damages any cash down payment or deposit made by you, to the extent not otherwise prohibited by law. You also acknowledge that the deposit amount made by you is a fair and reasonable estimate of the actual damages that we may incur in processing a change or cancellation of a final order and for remarketing and reselling the custom configured Vehicle. Except for the “Special Circumstances” described below and as otherwise described in this Agreement, this Agreement is binding and you may not cancel.

### **11.2. Status of Your Deposit: Inventory Vehicle.**

11.2.1 This paragraph shall apply if you are purchasing a Vehicle from our inventory (i.e., the vehicle has already been manufactured, as indicated by an existing VIN. Your deposit amount is non--refundable. We incur significant costs in preparing and coordinating the delivery of your Vehicle, including shipping logistics, so if you cancel or default in this Agreement, you agree that we may retain as liquidated damages any cash down payment or deposit made by you, to the extent not otherwise prohibited by law. You also acknowledge that the deposit amount made by you is a fair and reasonable estimate of the actual damages that we may incur in transporting, remarketing and reselling the Vehicle. Except for the “Special Circumstances” described below and as otherwise described in this Agreement, this Agreement is binding and you may not cancel.

### **11.3. Special Circumstances.**

11.3.1 This Agreement is subject to the two “Status of Your Deposit” paragraphs immediately above, however, if you have indicated in your order that you intend to finance the Vehicle, and are not able to obtain financing despite a bona fide, good



faith effort to do so, you may cancel this contract.

## **12. Cooling- off period**

Cooling-off period refers to all transactions resulting from direct marketing whereby you can rescind this transaction within 5 days after concluding this agreement or receiving the goods as per the new Consumer Protection Act, subject to clause 11.1.1 and 11.2.1 above.

## **13. Terms Of Warranty**

- It is the customer and company's obligation to make sure the product has been received in an operational condition and complete upon delivery with the customer
- This limited warranty is valid with vehicle manufacturer depending on the vehicle being used and the warranty booklet or period provide by the original purchaser.
- Any warranty issues arising with regard to the customized café unit will be seen to at the premises at Killarney Gardens.
- Any technical or mechanical issues will be seen to by the mechanic or garage of the original manufacturer and it will then be determined what is covered under the original supplier's warranty or for the customers own account.
- CJ Dan Enterprises(Pty) Ltd will not be liable for any warranty issue on the motorized part of any vehicle that is being altered or purchased through the company
- Any callout will be for the customer's account by an outside technician. Different rates apply for work days, business hours and weekends.
- The warranty conditions are strictly limited to private recreational use. Any form of Racing or extreme Terrain usage will immediately void this warranty.
- Replacement parts required under this warranty will be supplied as timeously as possible, however no liability for loss or damage resulting from any delays for whatever reason is accepted and the purchaser shall under no circumstances be entitled to cancel the contract of sale as a result of any delays occurring.
- The warranty does not cover cosmetic damage or damaged due to acts of God ,UV Light, accidents, misuse, abuse, negligence, commercial use, or modification of, or to any part of the Products, including the motor and batteries.
- CJ Dan Enterprises(Pty) Ltd/CJ Dan Enterprises will not take responsibility or accept any liability for the loss of any income due to repairs or accidents or warranties repairs.

### **This Warranty Is Void If:**

- The vehicle has undergone a change of ownership during the warranty period.
- The warranty is not transferable from the original purchaser.

- This warranty is invalid if the factory-applied Vehicle Identification Number(VIN) has been altered or removed from this product.

**Warranty Exclusions for tuktuk as per Piaggio SA specifically, Atul has separate warranty**

- Any Drive shaft is excluded from this warranty.
- Consumable parts which include but not limited to bulbs, electrical items not specified, tyres, all filters, spokes, grips, lenses, clutch, batteries, sprockets and brake levers, master cylinders, fuses, tubes.
- Servicing materials including but not limited to oils, grease, petrol and cleaning materials.
- Maintenance operations. These include Clutch and Brake adjustments, Oil adjustments, Cleaning of Fuel systems, removal and cleaning of Carbon deposits from Engine and exhaust, Wheel balancing, damages resulting from misuse or the fitting of non-genuine parts, normal wear and tear, Engine adjustments and other items of preventative maintenance.
- Engine defects proven as a result of over-revving), are specifically excluded from this warranty.
- The Warranty does not include incidental or consequential damages to personal property during the period when the Tuk Tuk is undergoing service or warranty repairs or awaiting parts.

**14. Force Majeure**

If the agreement becomes wholly or partially impossible to perform due to causes beyond the control of the Company, such causes to include, but not be limited to; war, civil insurrection, *vis maior*, Government action and industrial disputes, the Company shall be permitted to rescind the agreement at its discretion. If deliveries of goods or services shall be delayed as a result of such causes, the Company shall not be construed as being in breach of the agreement.

**15. Breach**

15.1 Where the Buyer, in anyway, breaches the terms of the agreement, and does not remedy same within 24 hours of verbal or written warning to that effect, then the Company, in its discretion may resile from the agreement and claim return of the goods or its current market value in Rands, determinable from the relevant invoice, as well as being able to retain any monies already received from the Buyer, as damages.

15.2 The Magistrate's Court will be the forum which will deal with any matters of breach and surrounding issues, and concurrently the Laws of the Republic of South Africa will be applicable.

**16. Costs**

If the Buyer is in anyway in breach of the agreement and the Company engages the services of an attorney to collect the whole or portion of the amount owing to it by the Buyer, or to sue for any other damages as a result of breach by the Buyer, the Buyer shall be liable to pay all costs occasioned as a result thereof, including collection charges and costs on an attorney and own client scale.

## **17. Secondhand/Preowned vehicles**

### **17.1. DEFECTS**

17.1.1 The vehicle is sold as is, "voetstoots". The Purchaser admits that he/she has inspected the vehicle and that there are no patent defects in the vehicle. The Seller places it on record that there are no patent or lateral defects in the vehicle of which he/she is aware of.

17.1.2 The Seller is obliged to obtain a roadworthiness certificate for the vehicle as warranty of condition of motor.

17.1.3 FT Shop Pty Ltd will not accept any claims to damages or loss of income prior to or once the food truck has left the premises.

17.1.4 Should any defaults arise the Buyer shall be required to go back to the original Seller in order to dispute the damages. The seller needs to be given the opportunity to inspect the vehicle as tampering with the engine either through a third party or the buyer will forfeit any right.

17.1.5 Vehicles purchased on behalf of customers or sold to customers, unless new in which case will hold it's own warranty with the original manufacturer, will be serviced.

As these are older classic model of vehicles, the need for new tyres or replacement parts may arise and will be for customer's own cost. CJ Dan Enterprises cannot be held responsible or liable for parts that might need replacing after the vehicle has passed roadworthy.

These vintage models require regular servicing, oil checks.

17.1. 6 The seller hereby warrants that the pre-owned truck is purely sold as a converted food truck.

17.1.7 Although the seller tries their best to test secondhand equipment, CJ Dan Enterprises(Pty) Ltd cannot be held liable for any faulty equipment that is sold with a preowned food truck unless otherwise specified.

## 18. Rental

1. **'Food Truck'** includes every type of motive unit, trailer, vehicle or other asset including equipment and tools provided therewith.
2. **'Rental agent'** refers to FT Shop(Pty) Ltd
3. **'Lessee'** refers to the company or individual hiring the food truck, or an individual acting on behalf of the company or individual hiring the food truck.
4. **'The rental agent's premises'** refers to Unit 2 45 Columbus Crescent, Rivergate, 7441.
5. **"Rental Agreement"** means the rental agreement issued by the company to the Rental agent and signed by the Rental agent and co-driver and which will have the effect of a legal binding agreement between the parties and includes these standard terms and conditions;
6. **"Setup cost"** – a non-refundable payment of rental agreement for setup and preparing the food truck for rental.
7. The period of rental agreement shall commence at the date and time shown on the rental agreement at the signature of the lessee, or if the rental agreement remains unsigned, at the date and time of collection of the food truck by the lessee or collection of food truck by transporter.
8. The lessee acknowledges that he/she received the food truck in a roadworthy and proper working condition and undertakes to return the food truck to the LESSOR in the same condition if the lessee wishes to return the food truck.
9. Payment is due on demand.
  - 9.1 The lessee will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever.
  - 9.2 The lessee remains liable for payment of any and all amounts due which are not paid or settled in full.
  - 9.3 We accept payments via Electronic Funds Transfer and Debit/credit Card or debit order, but regret that we don't take Cash or cheque payments. There is a 4% surcharge on Debit/Credit Card payments.
10. Long term rentals are subject to rental agreement for 12 months unless otherwise stated.
11. Commencement of the period of rental agreement by the lessee shall imply the lessee's consent to these terms and conditions of rental agreement.
12. The lessee shall return the food truck to the rental agent's premises at the end of the period of rental agreement or has the option to rent to buy at the end of the period for a small additional cost (whether ended by the rental agent with or without the agreement of the lessee), unless otherwise arranged with the rental agent.
13. By entering into this rental agreement the lessee agrees to the health and safety standards regarding the use of the equipment and the gas operated equipment
14. If any damage is caused to the food truck during the period of rental agreement, the period of rental agreement shall continue until the trailer has been repaired and is available for further rental agreement.
15. **Exclusions:** The lessee agrees that he/she does not:
  - 16.1 carry more passengers than the seat belt capacity of the food truck,
  - 16.2 drive off road, on unsurfaced roads or on roads unsuitable for the food truck,
  - 16.3 drive when it is overloaded or when loads are not properly secured, and all loads will be evenly distributed over the entire floor area of the food truck.
  - 16.4 use the food truck for any illegal purpose, or carry any object or any substance which is illegal or, because of its condition or smell may harm the food truck and/or delay our ability to rent the food truck again,
  - 16.5 damage food truck by submersion in water
  - 16.6 take part in any race, rally, test or other contest, drive or park in contravention of any traffic or other regulations,
  - 16.7 drive or allow to the food truck to be driven in restricted areas including, but not limited to, airport runways, airport service roads, and associated areas,
  - 16.8 The food trucks shall not be used to push, propel or tow another food truck, trailer or any other thing without the written permission of the Owner.
  - 16.9 The food truck shall not be used for any race or in any competition.
  - 16.10 The food truck shall not be used for any illegal purpose.
  - 16.11 The Rental agent shall not operate the food truck in a negligent manner.
  - 16.12 The food truck shall not be operated by any other person other than the Rental agent stipulated in 1.2 above without the written permission of the Owner. If Rental agent allows any other driver under the age of 25 years old to drive the rented food truck, the Rental agent will be fully responsible for all expenses relating to the rental car and any other Food truck involve in any type of accident.
  - 16.13 The lessee agrees he/she will not sublet the food truck
  - 16.14 The tow vehicle will only be driven by a duly authorised licensed driver.
  - 16.15 Food truck to be towed or driven up to 80km/h only
  - 16.16 The food truck needs to remain within a 100km radius of the lessee address listed in point 1.1.
17. If the food truck is lost during the period of rental agreement, the period of rental agreement shall continue until the food truck is found, or until full recompense to the value of the food truck is made by the lessee to the rental agent.
18. The lessee agrees and undertakes to pay the following additional costs
  - 18.1 All cost incurred by the lessor in procuring the return of the food truck for whatever reason to the Lessor business premises and shall include any costs in towing the food truck to the lessor premises.
  - 18.2 All traffic fines incurred during the period of usage of the food truck by the lessee
  - 18.3 All repair costs of damage to the food truck incurred by the lessee during the period of usage not covered by insurance and or done wilfully or negligence.
  - 18.4 All repair must be paid to cover the possibility of damage (whether negligent, wilful, accidental or otherwise) or loss to the food truck or the fixtures and fittings therein or the living equipment and windows, wheels, tyres etc included with the food truck. The food truck and all its equipment must be returned in good condition, with no damage to it, its contents or any third party property. Should there be any damage or requirement for any repair, replacement or special cleaning, the lessee will be liable for these costs. You irrevocably authorise us to deduct a reasonable amount to repair any negligent or wilful arising out of this Agreement to return the food truck to its original state bar standard wear and tear. The lessee authorises us to deduct any sums due from your card in respect of such amount. Where charges are incurred we will provide you with an itemised invoice detailing the charges incurred by you. Your signature below gives us permission to deduct all charges from your card within 7 days of the issue of an invoice. If we are not holding your card information then you agree you to pay all charges upon presentation of the invoice. If the lessee commits or allows any breach of this agreement the rental agent may at once and without prior notice, put an end to the period of rental agreement.
  19. **Return** Rentals start on the date of collection or delivery.

-Please allow sufficient time to get back to our workshop. No food truck can be collected outside our normal business hours (i.e. after 4pm on a weekday) without prior arrangement. Out-of-hours collections (evenings and weekends) can be arranged, when staff are available, for an extra surcharge. This charge is in addition to the agreed hire tariff.

-If you return the food truck outside normal business hours, you must comply with the out of hours return instructions, in which case you will remain fully responsible for the food truck until the return location re-opens for business. If you fail to comply with these instructions, you will remain responsible for the food truck until we are able to access it.

-If at any time we have agreed that you may return the food truck to a place other than our workshop, or if we have agreed to collect it, you will remain fully responsible for the food truck until it is collected by us or the AA. You are responsible for any costs incurred in returning the food truck to our workshop should you abandon the food truck.

-We will not refund the hire charge if the food truck is returned prior to the return date due to weather, personal circumstances or any other reason whatsoever.

-Unless the lessee shall notify the rental agent 24 hours after making the booking, full payment will be due.

#### **20. Indemnity:**

21.1 The lessee hereby indemnifies the lessor against any claim for loss or damage to property or claims in respect of any injury incurred by any person arising from the use of the food truck by the lessee.

21.2 The lessor does not accept any liability for loss or damage to any third parties or the loss of or damage to the lessee or his/her belongings.

21. **Our Obligations** We will supply the food truck to you in good overall and operating condition, complete with all necessary documents, parts and accessories. You agree to return the food truck to us in the same condition as you rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in this Rental Agreement or sooner upon demand by us. Failure to do so may result in further charges becoming due and payable by you.

22. The lessee shall not use the food truck for the carriage of loads in excess of the load-carrying capacity of the food truck,

23. **Risk** All risk in respect of the food truck shall pass to the lessee from date and time on which he takes possession of the food truck until it is returned to the lessor's premises

24. The lessee shall not use the food truck or permit its use in any manner infringing any statute, regulation, or order relating to motor food trucks or (whether in relation to the carriage of goods or otherwise) so as to cause unusual danger to the public or to persons in the food truck or risk damage to the food truck.

25. The food truck shall not be taken or used more than a 30km radius of rental agent's premises without written consent of the rental agent.

26. During the period of rental agreement the lessee will not sell, offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the food truck or any part or parts thereof, but will keep the food truck in their own possession and will not allow any lien to be created upon the food truck whether for repair or otherwise, and will protect the food truck against distress, execution or seizure and indemnify the rental agent against all losses, costs, charges, damages, and expenses incurred by them in respect thereof.

27. **Rental to purchase** In the event the lessee shows interest in the purchase of the food truck at the end of term rental payments for the full 12 months will remain in place regardless of when during the month purchase is made and will not be refundable. Until such time as final payment is made will ownership be transferred.

28. During the period of rental agreement the Rental agent shall carry out all standard maintenance and servicing prescribed by the food truck manufacturer's schedule and by any statute, regulation, or order to the food truck. This does not include malicious or negligent damage which may have been caused which the lessee will be responsible for all costs.

29. During the period of rental agreement the lessee shall allow the rental agent at all reasonable times to have access to, inspect the food truck.

30. If at any time during the period of rental agreement the food truck is damaged, stolen, loss, breaks down the lessee and/or the driver shall take every reasonable precaution to safeguard the interest of the lessor including but not limited to the following where appropriate

30.1 He/she shall notify the lessor immediately or within 3 hours of becoming aware of the occurrence and by no later than when the food truck is returned complete and furnish the lessor with a damage/incident report .

30.2 The lessee shall obtain the name(s) and addresses for everyone involved and that of possible witnesses.

30.3 The lessee shall notify the police within 24 hours of the occurrence in questions and furnish the lessor with an incident case number with such period.

30.4 The lessee shall make reasonable provision for the safety and security of the food truck and will not abandon the food truck under any circumstances until the food truck has been removed from the scene by the notified representative of the lessor's insurance

30.5 The lessee shall cooperate with the lessor and its insurer in the investigation, the making or instituting of any claim or action and the defence of an prosecution, claim or action relating to the incident.

30.6 The lessee assures that the information completed in the damage report will be complete, true and correct in every aspect.

31. The lessee shall not repair or attempt to repair the food truck, nor make any alterations to the food truck, unless to do so by the rental agent's written authorisation.

32. If any sum due from the lessee to the rental agent is unpaid for seven days, whether demanded or not, the rental agent may at once and without prior notice, put an end to the period of rental agreement.

33. During the period of rental agreement the rental agent's identification on the food truck shall not be removed or mutilated by the lessee.

34. The lessee accepts all responsibility for and will indemnify the rental agent against all actions, claims, and demands arising out of the use of the food truck.

35. During the period of rental agreement the rental agent shall keep the food truck insured for the insurance value of the food truck, against loss or damage howsoever cause, and the lessee shall produce for the rental agent's inspection policies for such insurance if required to do so by the rental agent.

36. **Legal Costs** The lessee accept liability for all costs for an attorney and own client scale for any legal costs incurred by the Lessor in order to exercise her rights in terms of this agreement. Interest will be charged at a rate of prime plus 3 % per annum.

37. **Jurisdiction and domicile:** The lessee hereby consents to the jurisdiction of the Magistrate's court in respect of any legal action which may arise from this agreement. The Lessee further chooses the address as indicated in point 1.1 as her/his domicile citandi et executandi.

38. **Termination/cancellation of rental agreement**

38.1 Irrespective of anything to the contrary stated in this rental agreement, the lessor shall be entitled to end this agreement without any explanation at any time by notice (oral or in writing depending on the situation) to the lessee and when this happens the lessee shall return the food truck to the lessor's premises immediately.

38.2 if the lessee fails to return the food truck to lessor, the lessor shall be entitled at any time to retake possession of the vehicle wherever found and from whosoever has possession thereof. The

---

obligations of the renter and the rights of the company under this rental agreement shall remain in force until the vehicle has been returned to the company in terms of this rental agreement and the

lessee has complied with all its obligations. Any cost recovering the vehicle will be for the account of the renter.