



CONTRACT TO RENT



**JUNGLE GYMS / PLAYGROUND EQUIPMENT
FROM JUNGLE GYM WORLD CC**

Entered into by and between

JUNGLE GYM WORLD CC

Registration number: 1999/059650/23

Registered office: TULIP STREET 67 MONAVONI, CENTURION

("hereinafter referred to as "the Lessor")

And

FULL NAMES: _____

ID NUMBER: _____

With *DOMICILIUM* ADDRESS: _____

And/or

LEGAL ENTITY REGISTRERED NAME _____

FULL NAME AND SURNAME OF PERSON DULY AUTHORISED TO ACT ON BEHALF OF LEGAL
ENTITY _____

ENTITY REGISTRATION NUMBER: _____

With *DOMICILIUM* ADDRESS: _____

("herein after referred to as the Lessee")

WHEREAS

The Lessor is the owner of the **JUNGLE GYM(S) / PLAYGROUND EQUIPMENT** and enter into this rental agreement with the Lessee to rent the **JUNGLE GYM(S) / PLAYGROUND EQUIPMENT** on the following agreed terms and conditions:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1 **JUNGLE GYM** means the JUNGLE GYM and/or PLAYGROUND EQUIPMENT and accompanying equipment/attachments, described hereunder as: (which description also corresponds with the description set out in the invoice supplied by the Lessor to the Lessee at date and time of delivery)
- 1.2 **MONTH** means thirty (30) days from date of delivery of the JUNGLE GYM to the Lessee.
- 1.3 **DELIVERY DATE** means the date for delivery as specified in the invoice, which date shall be mutually agreed to between the parties.
- 1.4 **DOMICILIUM ADDRESS** means the physical address of the person who is responsible and liable for payment.
- 1.5 **Delivery Address** means the physical place / address for delivery of the playground equipment as specified in the rental contract.
- 1.6 **Lease Period** means the number of months as specified in this rental contract period for the rent of the JUNGLE GYM.
- 1.7 Headings are given for convenience only and shall not affect interpretation.
- 1.8 Any reference to either party includes its permitted successors, assigns and delegates

2. **Description of Playground Equipment:**

3. **Delivery address:**

4. **Agreement of Lease**

The Lessor and the Lessee hereby mutually agree in writing that the Lessor shall rent the JUNGLE GYM and/or PLAYGROUND EQUIPMENT and accompanying equipment/attachments, as described and set out in paragraph 1.1 hereinabove, from the date of delivery of the Jungle Gym, (in line with paragraph 1.6 hereinabove), until:

Rental will be for _____ consecutive months dated as from _____ up to and including _____ with upfront or monthly payment to the amount of R_____.

[Subject to the Terms & Conditions of this Agreement, the JUNGLE GYM and/or PLAYGROUND EQUIPMENT and accompanying equipment/attachments, will at all reasonable times, remain the sole property of the Lessor.]

5. OBLIGATIONS OF THE LESSEE and LESSOR

5.1 THE LESSEE

- 5.1.1 Must pay the full monthly rental, promptly and punctually and send proof of payment to admin@junglegymworld.com;
- 5.1.2 Just obtain the Lessor's prior written consent before relocating the Jungle Gym. The relocation of the gym will be done for a fee of R 500.00 (VAT included) if the new premises is in the greater areas of PRETORIA and R800.00 (VAT included) for the Johannesburg areas.
- 5.1.3 Hereby gives consent to the Lessor to inspect the Jungle Gym during the lease period at any reasonable time, subject to prior reasonable notice.
- 5.1.4 Hereby gives the Lessor permission to remove the Jungle Gym from the property after termination of this agreement for ANY reason whatsoever, including non-payments.
- 5.1.5 Must notify the Lessor in advance of change of address and all contact details, including email addresses, cell phone numbers and landline contact numbers.
- 5.1.6 Will be liable for the cost of reparation, should the JUNGLE GYM be damaged because of negligent behaviour and/or abuse other than normal wear and tear.
- 5.1.7 Will be responsible for the payment of an additional fee of R1000.00, if any alterations are done at the premises to such an extent that the jungle gym cannot be removed without taking it apart.
- 5.1.8 Shall at no time acquire ownership of the EQUIPMENT IN RENTAL and ownership of the EQUIPMENT IN RENTAL shall remain vested in JUNGLE GYM WORLD cc.

6.1 THE LESSOR

- 6.1.1 Undertakes to replace, free of charge, any accessories broken during the lease period, excluding damage done due to abuse and normal wear and tear excluded.
- 6.1.2 Undertakes that there are no hidden costs.
- 6.1.3 Undertakes not to escalate the rental within the rental period.
- 6.1.4 Warrants timely delivery.
- 6.1.5 Undertakes that, should any debit order be paid unnecessarily, such payment shall be credited to the Lessee within 48 hours after being notified of such a payment and after such payment had been confirmed by Jungle Gym World; [See Terms and Conditions.]
- 6.1.6 Shall send monthly statements to the e-mail address of the Lessee as supplied in this agreement.

7 BREACH OF THIS AGREEMENT

IF ANY material term of this agreement is breached by the Lessee, the Lessor will give notice to the lessee by e-mail, to rectify the breach within 5 [five] days of the date of receipt of the letter, failing which the Lessor (JUNGLE GYM WORLD) can, apart from any other remedies that it might have:

- 7.1 Cancel this agreement with immediate effect and remove the jungle gym from the premises, based on the consent given by signing this agreement. [See par 6.1.4]; and / or
- 7.2 Institute legal action against the Lessee for arrear payments together with interest thereon @ 9% per annum and any legal costs incurred in recovering the arrears and JUNGLE GYMS.

PLEASE NOTE: If the Lessee wishes to cancel this agreement before the contract has lapsed, a one month written notice is required and a fee of 50% of the outstanding rental for which the JUNGLE GYM would have been rented will be levied.

8 RENEWAL OF THE LEASE AGREEMENT

- 8.1 The Lessee may extend the RENT on a month-to-month basis OR cancel the agreement and enter a new upfront rental contract or on a six / nine months' rental contract with the Lessor (JUNGLE GYM WORLD cc) by sending the request to info@junglegymworld.com and CC admin@junglegymworld.com and settle the payments as per the Terms & Conditions.
- 8.2 Renewal of rental contracts is solely at the discretion of Jungle Gym World CC.

9 DISCLAIMER

JUNGLE GYMS ARE USED AT OWN RISK. Therefore, Jungle Gym World cc is not responsible for any injuries or loss due to the use of the JUNGLE GYM and will not be liable for any claims against it because of the use of these Jungle Gyms. The person who signs this agreement confirms that he/she is duly authorised thereto. In the event of a person signing on behalf of a legal entity, the person so signing warrants that he/she has been duly authorised thereto. The person signing this agreement in his/her personal capacity, accepts personal liability for the prompt payments to the Lessor by the Lessee.

10 BANKING DETAILS

JUNGLE GYM WORLD CC
ABSA BANK CENTURION
CHEQUE ACCOUNT
ACCOUNT NUMBER: 405 115 8870
BRANCH CODE: 630445

Signed by the Lessee at _____ on ____ of _____ 2021

LESSEE PRINTED NAME AND/ OR INSTITUTION

LESSEE SIGNATURE

[IF LESSEE SIGNS ON BEHALF OF LEGAL ENTITY, THIS PERSON SO SIGNING HEREBY CONFIRMS AND WARRANTS THAT HE/SHE HAD BEEN DULY AUTHORISED THERETO BY THE LESSEE] ACCEPTED BY THE LESSOR

Signed by the Lessor at _____ on ____ of _____ 2021

LESSOR: JUNGLE GYM WORLD cc PRINTED NAME [PERSON DULY AUTHORISED]

LESSOR: SIGNATURE _____

In terms of the Protection of personal Information Act:

The personal information hereby provided by the client/employee/applicant will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered between the parties. The confines of the agreement will not be overstepped, and the documentation collected and/or personal information given will not be used for any other purpose other than that of the performance of the agreement unless otherwise required by Law or prior authorisation is obtained.

RENTAL AGREEMENT