

# WCR - Wheelchair Renting

## AGREEMENT OF RENTAL OF WHEELCHAIR

entered into between

**WCR**

(hereinafter referred to as “the lessor”)

and

1. **Renters Name & Surname:** \_\_\_\_\_  
**Passport number / ID Number:** \_\_\_\_\_  
**Cell number:** \_\_\_\_\_ **Work number:** \_\_\_\_\_  
**Email address:** \_\_\_\_\_  
**South African residential address:** \_\_\_\_\_  
\_\_\_\_\_  
**Work address:** \_\_\_\_\_  
\_\_\_\_\_  
**Foreign (home) residential address:** \_\_\_\_\_  
\_\_\_\_\_

2. **Rental Period:** From \_\_\_\_\_ to \_\_\_\_\_

3. **Costs**

Renter's Deposit	R
Deposit Returned	R
Monthly Rental Fee	R
Weekly Rental Fee	R
Daily Rental Fee	R
Delivery and Collection Fee	R
Total Cost	R

(hereinafter referred to as “the lessee”)

The lessor hereby leases to the lessee who whereby rents the wheelchair described on page 2

The lessee \_\_\_\_\_

## Terms and conditions of rental contract

### 1. UNDERSTANDING OF CONTRACT

### 2. RENTAL

The lessee hires the vehicle from WCR, subject to the standard terms and conditions applicable at the time of rental.

### 3. TERMINATION

The lessor may, at its sole discretion, terminate this agreement at any time by notice (verbal or in writing) to the lessee, notwithstanding anything to the contrary in this agreement, where upon the lessee shall return the wheelchair to WCR forthwith. The obligations of the lessee and the rights of the lessor under this agreement shall continue in effect until the wheelchair has been returned to WCR and the lessee has complied with all his obligations.

### 4. DELIVERY AND RETURN

- 4.1 The wheelchair shall be regarded to have been delivered in good order and repair and without damage. Any damage not reflected on the rental wheelchair inspection of the contract and initiated by both parties will be regarded as new damage. The said damage will be for the account of the lessee as per the rental terms and conditions.
- 4.2 The wheelchair shall be returned to WCR in the same condition as received, fair wear and tear expected and at the location where the wheelchair was collected/delivered.
- 4.3 Wheelchair Renting, shall at its sole discretion, on the expiry of this contract be entitled to take possession of the wheelchair at any location or from whom so ever may in possession. (Any costs incurred by WCR to retrieve the wheelchair will be for the account of the lessee).
- 4.4 The wheelchair shall be returned to or collected by WCR no later than 12am on the last day of the rental agreement. Failure to do so will result in the lessee's deposit being forfeited.

### 5. RENTAL AND DEPOSIT

- 5.1 The rental paid by the lessee for the use of the wheelchair shall be:
  - 5.1.1 The rental calculated for the whole of the rental period at the rates and on the basis specified on page 1 and paid in advance.
  - 5.1.2 There will be no cash refunds on wheelchairs returned during the rental period. Should the lessee be dissatisfied with the rental wheelchair, the rental wheelchair may be exchanged should WCR have another wheelchair available and there is just cause.
- 5.2 The lessee will pay a R..... deposit in advance of taking possession of the wheelchair, as indicated on page 1.
- 5.3 The lessee's deposit shall only be returned by WCR once the rental wheelchair has been dropped off / collected and undergone a full inspection. The deposit will only be returned once it has been established that there is no damage to the wheelchair and no outstanding penalties due by the lessee. The lessee is to settle these penalties in full before the deposit will be returned.
- 5.4 The rental wheelchair may under no circumstances be used outside the borders of South Africa. Failure to comply will constitute a breach of agreement resulting in the Lessee's deposit being forfeited. No exceptions will be made.

### 6. LIABILITY AND DAMAGE

- 6.1 The vehicle shall be the sole risk of the lessee throughout the rental period.
- 6.2 The lessee shall be liable for any loss or damage to the wheelchair and any expenses incurred in recovering the wheelchair during rental period whether or not the loss or damage is attributable to fault or negligence.
- 6.3 Wheelchair Renting shall not be obliged to make any claim which WCR may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the wheelchair.

### 7. BREACH OF AGREEMENT

- 7.1 Breach of this agreement occurs but is not limited to when:
  - 7.1.1 The wheelchair is not returned by the lessee as specified on page 1
  - 7.1.2 The lessee breaches any material term or condition of this agreement.

### 8. RESPONSIBILITY AFTER LOSS OR DAMAGE TO WHEELCHAIR

- 8.1 If during the rental period the wheelchair is damaged or any part of it stolen, the lessee shall take every precaution to safeguard the interest of WCR and do the following where appropriate:
  - 8.1.1 He shall notify WCR within 3 hours of the incident.

**9. NON-LIABILITY**

- 9.1 Neither WCR nor any of its members, employees, servants, or agents shall be liable for any loss or damage, whether direct or indirect, consequential or otherwise arising from the rental by the lessee of the wheelchair, including and without limitation an defect or mechanical failure of the wheelchair or the failure of WCR to detect defects or mechanical problems with the wheelchair and whether such loss or damage results from breach of contract or derelict which may be suffered by the lessee and/or any third party.
- 9.2 WCR, its members, employees, servants or agents are accordingly indemnified by the renter or his estate against any claim/s of any nature whatsoever and howsoever arising from any damages or loss which might be instituted against it, arising from the renting of the wheelchair contemplated in these terms and conditions.
- 9.3 WCR and its employees cannot be held liable for any injuries sustained while using the wheelchair rented from WCR.

**10. GENERAL**

- 10.1 This document contains the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, promises or the like not recorded herein and signed by or on behalf on the lessee and WCR.
- 10.2 The lessee authorizes WCR to insert any particulars in the agreement, which are not known or unavailable at the time of signing or to rectify any bona fide errors in any fact, figure or calculation.
- 10.3 This agreement and all matters or disputes arising from it shall be governed in accordance with the laws of the Republic of South Africa.
- 10.4 The lessee is not entitled to cede any of the rights under this agreement or to sub-let or part with possession of the wheelchair, its tools or equipment or any part of it.
- 10.5 If WCR institutes any legal proceedings against the lessee to enforce any of its rights under this agreement, it shall be entitled to recover from the lessee all the legal costs incurred.
- 10.6 If the lessee enters this agreement on behalf on any principal, disclosed and/or undisclosed, he shall be personally liable jointly and severally with the principal.

I, the lessee, and undersigned have read the terms and conditions and the annexed contract thoroughly and I fully understand it.

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

Place: \_\_\_\_\_

Lessee: \_\_\_\_\_

Lessor: \_\_\_\_\_ For Wheelchair Renting the lessee