

TERMS & CONDITIONS

**This is an important document which limits your rights.
Please read it carefully. Please pay close attention to clauses in bold text.**

1. DEFINITIONS

The "Hirer" is Cape Games Trust trading as BABY EXCHANGE.

The "Customer" shall mean the person, company, firm or other body taking the equipment on hire and includes their successors and/or personal representatives.

The "Equipment" is the prams, feeding chairs, cots and other articles which BABY EXCHANGE agrees to hire to the Customer.

The "Hire Period" is the period from the time the Customer takes possession of the Equipment until the Equipment is returned to BABY EXCHANGE.

2. OWNERSHIP OF EQUIPMENT

The Equipment remains the property of BABY EXCHANGE. The Customer purchases only the limited right to use the Equipment for the agreed Hire Period.

3. PAYMENT

Payment of the full cost of hiring the Equipment is payable to BABY EXCHANGE by the Customer before the commencement of the hire period, including any delivery and/or collection fees. Payment can be made by credit card, cash or EFT (cheques not accepted).

4. SECURITY DEPOSITS

A security deposit is also payable by the Customer to BABY EXCHANGE at the commencement of the hire period. The deposit shall not form part of the assets of BABY EXCHANGE unless and until it is forfeited by the Customer failing to return the Equipment in good condition on or before the date agreed. **We reserve the right to process an additional charge on your credit card in the event of damage or loss to any Equipment.**

5. ADVANCE BOOKING

Payment of the full hire amount is required to secure a booking. Booking means that BABY EXCHANGE will not offer the booked Equipment to anyone else on the agreed dates. BABY EXCHANGE will take all reasonable care to have the Equipment available on the agreed dates but will not be responsible for any losses or consequential losses if the Equipment is not available on the agreed dates.

6. CANCELLATIONS

For cancellations more than 7 days before the commencement of the Hire Period, the Customer will be charged a cancellation fee equal to 10% of the full hire amount to cover costs incurred. For 7 days or less BABY EXCHANGE reserves the right to charge the full hire amount.

7. DAMAGED, STAINED OR LOST EQUIPMENT

The Customer must take all reasonable steps to protect the Equipment from loss or harm during the hire period. Equipment is hired out in clean and working condition. **If the Equipment is found in the opinion of BABY EXCHANGE to be unreasonably soiled or damaged on return, BABY EXCHANGE reserve the right to charge the Customer for all cleaning costs up to and including the replacement price of the Equipment plus the reasonable cost of lost hires while the Equipment is unavailable.** In the unlikely event of BABY EXCHANGE having to take legal action and or pay for debt collection, the customer will be responsible for all legal costs incurred. The Customer accepts that an additional charge, over and above the deposit, may be payable should the deposit not cover cleaning, late return, damage or loss to the Equipment.

8. LATE RETURN

A charge equal to the daily hire fee will accrue per day for Equipment not returned by the date agreed. If the Equipment is not returned within 7 days of the end of the Hire Period, the Equipment will be deemed to be lost and the full replacement value will be charged.

9. ALTERATIONS TO EQUIPMENT

The Customer may not alter or modify the Equipment in any way.

10. RE-HIRING ETC.

The Equipment shall not be re-hired, sub-let or loaned to any third party without the knowledge and consent of BABY EXCHANGE who may at their discretion refuse such consent or require additional payment.

11. CONSEQUENTIAL LOSSES

BABY EXCHANGE accept no responsibility for loss or damage to property or injury or death to person(s) in any form. Equipment is hired and used at the Customer's own risk.

12. CONDITIONS OF BUSINESS

All hire agreements with BABY EXCHANGE shall be subject to these conditions of business and no other. No variation of the terms shall be valid unless agreed in writing and signed on behalf of the Customer and BABY EXCHANGE

13. VARIATIONS AND WAIVERS

BABY EXCHANGE may at their discretion waive or vary any of these conditions. Such variations and waivers will only have force if noted in writing and signed on behalf of BABY EXCHANGE.

14. ASSIGNMENT OF RIGHTS AND LIABILITIES

All agreements made between BABY EXCHANGE and the Customer are individual to the Customer who shall not assign those rights or liabilities under any agreement subject to these conditions