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Superdoc 38 cc t/a ToolQuip Hire Mossel Bay • Reg. No. CK 2001/072973/23 VAT 4550196507

HIRE CONTRACT Application for: 1. Cash hire facilities 2. To enter client's information on computer
This is NOT a credit application and NO credit facilities are or will be granted.

We require: Copy of Identity Document or Driver's License. Proof of residential address: water & electricity account.
 Blank signed cheque made out to Toolquip Hire or credit card deposit. Minimum of three (3) days hire deposit refundable.

APPLICANT'S DETAILS

Name of Hirer			Applicant ID number	
Name of Company			Cell. No.	
Postal address			Tel. No. Home or Co.	
		Post Code	Fax No.	
Physical address of applicant			E-mail	
			Vehicle Reg. No.	
Site address where machine(s) will operate (deliveries)			Company Reg. No.	
			VAT No.	

REFERENCES: NAME OF RELATIVE OR NAME OF FRIEND

RELATIVE/FRIEND:	1.	2.
ADDRESS:	1.	2.
TEL NO:	1.	2.

- Price The customer agrees to The Creditors ruling or special price as per the price list or hire note.
- Warranty The Creditor gives no warranty that the equipment is suitable. The customer indemnifies and hold harmless The Creditor against any claims that is caused by hired/sold equipment whatsoever
- Claims The Creditor is not responsible for non delivery. No claims of any nature for damages will be entertained. The Creditor and is not responsible for any loss or damages of any nature suffered by the hirer/purchaser.
- Deductions. No amounts may be deducted for whatever reason from payment owed to The Creditor.
- Domicilium. The street address will be the customers domicilium citandi for all purposes arising from this agreement.
- Ownership. The Creditor retain ownership of all goods hired and must be informed of the address where it will be stored.
- Default and return of goods. If payment is in default, judgment against or breach or insolvency. The Creditor reserves the right to remove goods from site. Claim immediate payment. Terminate this agreement. Claim attorney, collection other costs.
- Jurisdiction The Customer consents to the jurisdiction of the magistrate's court. And South African law.
- Sole Agreement. This is the sole agreement between the parties. All amendments must be signed by both parties.
- Appropriation of payments. We will at our discretion appropriate payments to cost interest and capital.
- Payment. Strictly cash in advance for the planned days use. Plus a 3 day, refundable deposit, if equipment is returned in working condition. If used for longer, additional use payable, on return. Failing this the customer will be listed on Accountability, a national list of bad payers, who will immediately take legal action for recovery of owed amounts. Failing to pay will lead to revoking of cash hire facility.
- Delivery and return. Equipment is hired ex our premises. Delivery and collection to and from site extra. Risk passes to customer on delivery. Customer waives claim against defective equipment. Return only against invoice and off-hire note. If not returned by 8.30 am an additional days hire will be charged.
- Proof of delivery. Signature by customer or representative or employee of the hire note and/or the invoice is proof of delivery.
- Incorporations of conditions. All notices displayed in the premises and printed on hire notes and invoices will form part of the agreement. Customer warrants solvency and that he will be able to pay for hires and purchases.
- Replacement. Customer accepts responsibility for loss or damage of hired equipment. The reinstatements to pre hire condition including replacement in case of theft or loss at the Creditors full price. Daily hire will be charged until equipment is returned or paid in full.
- Warranty. The signatory warrants full disclosure to the financial status of the applicant and authorizes enquiries with credit bureau or any other instance like banks and suppliers.

The signatory, duly authorized, and in his/her personal capacity, enters into a contract with The Creditor and binds himself/herself as surety and co-principal debtor in solidium for payment on demand for all monies which may now or in future be owed. This surtyship will remain in force until cancelled in writing.

SIGNATURE OF APPLICANT		DATE: / / 20.....
PRINT NAME OF APPLICANT			
SIGNATURE OF TOOLQUIP HIRE		DATE: / / 20.....
PRINT NAME TOOLQUIP HIRE			