



HIRE & SALES OF EQUIPMENT

Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire, Reg No 2004/030427/07 VAT Reg. 4640215556
P O Box 130787 Bryanston Shopping Centre 2021
208 Bram Fischer (Previously Hendrik Verwoerd) Drive, Kensington "B" Randburg 2194
Tel: (011) 326-4446 & (011) 781 5030 Fax (011) 781-6500
Unit 2, Pond Shopping Centre, Old Pretoria Road, Halfway House, Midrand 1682
Tel: (011) 262 2154 Fax (011) 781-6500
www.buildconhire.co.za

CASH HIRE APPLICATION FOR LEGAL ENTITIES

The following documentation/information is required:

- Copy of ID Document or Drivers
- Identity doc of the signatory
- Incorporation certificate of company/close corporation
- Signed resolution
- Deposit (cash or card)

TO: Khula Njalo Trading (Pty) Ltd t/a Buildcon Hire, Reg No 2004/030427/07 ("the Supplier")

SECTION A: COMPANY DETAILS

(USE BLACK PEN AND COMPLETE IN BLOCK CAPITALS)

NAME: _____ ("the Customer")

REG NO: _____ VAT NO: _____

LEGAL ENTITY: (PTY) LTD CLOSE CORPORATION PARTNERSHIP

SOLE PROPRIETOR PUBLIC COMPANY TRUST

POSTAL ADDRESS: _____

PHYSICAL ADDRESS: _____

TEL. NO: _____ FAX NO: _____

E-MAIL ADDRESS: _____

BANKERS: _____ BRANCH NAME: _____ BRANCH CODE: _____

ACCOUNT NO: _____

DETAILS OF DIRECTOR/MEMBER:

NAME: _____ TEL NUMBER: _____

ADDRESS: _____ CELL NO: _____

NAME: _____ TEL NUMBER: _____

ADDRESS: _____ CELL NO: _____

NAME: _____ TEL NUMBER: _____

ADDRESS: _____ CELL NO: _____

E-MAIL ADDRESS of the buyer: _____

EQUIPMENT MAY BE HIRED/COLLECT BY:



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SECTION B: TRADE REFERENCES

(USE BLACK PEN AND COMPLETE IN BLOCK CAPITALS)

NAME: _____

ADDRESS: _____

TEL NO: _____

NAME: _____

ADDRESS: _____

TEL NO: _____

NAME: _____

ADDRESS: _____

TEL NO: _____

The signatory confirms that he is duly authorised to sign this application form and bind the Customer.

The signatory confirms that the information furnished above is true and correct and is aware that he can be held personally liable if the information supplied above is false.

The signatory hereby binds himself as surety and co-principal debtor, in solidum, to the Customer in respect of any amounts due and owing by the Customer to Buildcon Hire.

The signatory, on behalf of the Customer hereby accepts that:

- This is a cash application and payment is due and payable on the date of the return of the equipment.
- Buildcon Hire may use the information supplied by the Customer to determine any risk that Buildcon Hire may incur in providing the equipment to the Customer and that Buildcon Hire may, at its sole option and discretion, make additional enquiries at credit agencies and other business partner (including, but not limited to, trade references) in order to minimise its risk.

The signatory further hereby confirms acceptance of the terms and conditions of Buildcon Hire, with effect from the date upon which this application form is signed or the date upon which the Customer first takes delivery of equipment or purchases goods from Buildcon Hire, whichever is the earlier, every transaction in terms of which the Customer hires equipment or purchases goods from Buildcon Hire shall be subject to the terms and conditions.

Signature of individual that is duly authorised to sign on behalf of the Customer: _____



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SECTION C: TERMS AND CONDITIONS OF CONTRACT

(USE BLACK PEN AND COMPLETE IN BLOCK CAPITALS)

The signatory, by his signature hereof, confirms:

- 3.1 That the Customer is aware of the fact that the advice provided by the Supplier in respect of the rental equipment is the advice that was provided to the Supplier by the manufacturer of the equipment and that the Supplier cannot vouch for or warrant the correctness of the information or the suitability of the equipment to the Customer's requirements.
- 3.2 The Customer will comply with all of the operating specifications and guidelines for the equipment.
- 3.3 That the Customer is aware that only the specified fuel mixtures and additives may be used in the equipment and oil and lubricant levels must be maintained at all times. If the incorrect fuel mixture or additives are used or if the oil and lubricant levels are not maintained, the Customer will be liable for any damages sustained by the Supplier.
- 3.4 That the Customer is aware that air filters are not to be removed from hired equipment.
- 3.5(a) That the Customer is aware that the equipment hired is dangerous, it can be made up of moving parts and can cause serious injury if not used in accordance with operating manuals or specific instructions and/or guidelines.
- 3.5(b) It is the Customer's responsibility to ensure that the person/s taking delivery of or using the equipment are aware of how the equipment must be used (as per the operating instructions or specific instructions and/or guidelines) and that the equipment is used in accordance therewith. The Supplier cannot be held responsible for any injuries caused to operators or damage suffered by the Customer resulting from the use of the hired equipment.
- 3.6 That if the Customer required any hired equipment to be delivered to it by the Supplier, then the Supplier will not be responsible for any loss or damages suffered by the Customer as a result of non-delivery of equipment or part delivery thereof or delays in delivery for whatsoever reason, and time shall not be of the essence in respect of any order.
- 3.7 That the Customer chooses, as its domicilium citandi et executandi the physical address stated on this Application for Hire Facilities as the address for the purpose of serving summons and any other legal notices. The Supplier chooses, as its domicilium citandi et executandi the physical address stated on the header of this Application form
- 3.8 The ownership of any equipment will only change to the Customer once the Supplier has received the full purchase price.
- 3.9 The Customer will at all times keep the Supplier informed regarding the address the equipment is being stored and/or used at during the hire period. The Customer is required to ensure that all parties that may have access to the equipment are aware that the equipment is owned by the Supplier. It is the responsibility of the Customer to ensure that the equipment is not attached by any third party while the equipment is in their possession. The Customer is required to notify the Supplier immediately, if the equipment is attached for any reason by any third party while the equipment is in the Customer's possession. Pending the return or replacement at full retail price of the equipment the Customer will remain liable for the agreed hire rates.
- 3.10 That no relaxation by the Supplier of the terms and conditions of this Agreement and no indulgence which the Supplier may grant to the Customer in exercising its right in respect of this Agreement, shall not constitute a novation of the terms and conditions of this Agreement and in any way prejudice the Supplier's rights.
- 3.11(a) That the deposit payable by the Customer is calculated on the value of the equipment hired and is payable at the time of hire. This deposit will be set off against any amounts due on return of the equipment. Where equipment is hired for a period in excess of the initial agreed upon deposit, the Supplier may require further deposits during the hire period.
- 3.11(b) That on return of the equipment, any shortfall for the hire is payable immediately against invoice.
- 3.12(a) All the risk in the equipment will pass to the Customer when the equipment leaves the Supplier premises or, if the equipment is delivered to the Customer by the Supplier, at the place and time of delivery.
- 3.12(b) That the person accepting the equipment by the signature of a hire note and/or invoice on behalf of the Customer confirms that he has inspected the equipment and acknowledges that it appears to be in good condition and working order and that it has been delivered in accordance with the Customer's specifications.
- 3.12(c) That only once the Supplier has signed a return document the equipment will be deemed to have been returned by the Customer to the Supplier.
- 3.12(d) All equipment will be returned on the due date of the return of the equipment in accordance with the time it was hired failing which the Supplier will charge the Customer on a daily basis for each day after the return date even if the equipment was returned during the day.
- 3.12(e) The Customer will, in addition to the hiring fee, be liable to pay delivery fees in the event that the Supplier is required to deliver or collect equipment to/from the Customer. Delivery fees are calculated at the prevailing rate at the time of delivery.
- 3.13 It is the responsibility of the Customer to insure the equipment and the Customer accepts full responsibility for any loss of or damage to the equipment during the hire period. The cost of reinstating the equipment to its pre-delivery condition will be for the Customer's account and will be payable upon invoice by the Supplier. Pending the reinstatement of the equipment the Customer will remain liable for the agreed hire rates.
- 3.14 In the event that the equipment is damaged beyond repair or stolen, lost or misplaced or not returned for any reason whatsoever, The Customer will be responsible to compensate the Supplier at the full retail price of such equipment. The Customer will remain liable for the agreed hire rates until such time as the Customer has made payment of the full retail price.
- 3.15 The Supplier is entitled to charge interest, from due date until date of payment, at the maximum interest rate allowed in terms of the National Credit Act, 2005, or any other applicable legislation which may replace the relevant provisions of the



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- National Credit Act, on any amount arising out of this Agreement and not paid on or before due date from the due date of payment until date of payment, both days inclusive.
- 13.6 The Customer consents to the jurisdiction of the Magistrate's Court having jurisdiction over the Customer in respect of any action which might be instituted arising from this Agreement, irrespective of the amounts claimed or the value of the equipment involved in such action. Buildcon Hire shall however retain the right to institute proceedings in any other Court having jurisdiction in the matter.
- 13.7 If the Customer is in breach of any term or condition of this agreement, the Supplier shall be entitled to terminate the agreement, discontinue the supply of equipment, regain the possession of the equipment on hire and the full outstanding amount shall immediately become due and payable.
- 13.8 The Customer is required to give the Supplier written notice in the event of any change of the estate of the Customer or any member or director of the Customer being provisionally or finally sequestrated, liquidated or placed under judicial management whether provisionally or finally or placed under curatorship or the changes of the Customer's authorized representatives or any change in the legal status of the owner or any change in the ownership of the Customer. In any of these circumstances the Supplier shall be entitled to terminate the agreement and the full outstanding amount shall immediately become due and payable.
- 13.9 If the agreement is terminated and the Supplier needs to regain the possession of the equipment on hire, the Customer authorises the Supplier to gain access to the equipment at premises where the equipment is being stored or used and use the necessary means to regain possession of the equipment. The Customer will not hold the Supplier liable for any damages suffered by the Customer resulting from such action.
- 14.1 The amount charged by the Supplier for equipment hired and/or services provided to the Customer will be in accordance with the Supplier's presiding annual prices unless otherwise agreed in writing by the Supplier. The Supplier has the sole and absolute discretion to adjust the amount charged in respect of equipment hired but the Supplier will notify the Customer in the event that the hire charges are adjusted while the equipment is out on hire.
- 14.2 The invoice amount is the amount payable by the Customer and no amounts may be deducted from this amount unless the Supplier agrees to the reduction and issues a credit note.
- 14.3 The Customer warrants that, at the date of application for credit, the Customer's assets exceed its liabilities, that it is not trading under insolvent circumstances and that it is able to pay its debts as they become due.
- 14.4 The provisions of this Agreement are severable and, in the event that any one or more of the conditions or terms hereof are illegal or unenforceable, the remaining provisions and terms shall be enforceable.
- 14.5 The Customer will be liable for all legal costs in the event that the Supplier has to instruct attorneys to enforce any of their rights.

SIGNED on this _____ day of _____ 201__

Name and signature of individual that is duly authorised to sign on behalf of the Customer:
