

5. Name of Auditors / Accounting officer: _____

Address: _____

6. Personal details of directors/members:

	FULL NAMES	ID NUMBER	RESIDENTIAL ADDRESS	DATE OF APPOINTMENT AS DIRECTOR

7. If less than 5 years, state previous business of employer: _____

8. Present Landlords: _____ Telephone: _____

9. Trade Reference (excluding Hire Purchase, Lease and Fuel accounts):

	NAME OF SUPPLIER	ADDRESS	TELEPHONE NUMBER
9.1			
9.2			
9.3			

10. Do you have credit facilities at other hire companies Yes No

If yes, with whom? _____

11. Bank: _____

Branch: _____

Branch number: _____

Account number: _____

12. Credit required per month: _____

Initials here _____

13. Name of responsible person for:

13.1 Orders _____ Tel: () _____

13.2 Accounts _____ Tel: () _____

13.3 Site _____ Tel: () _____

14. Are official numbers used? _____

15. VAT No.

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(Kindly attach a copy of VAT registration certificate)

16. Why did you choose Mass Hire?(tick appropriate block)

Referral Yellow pages Advertisement
Equipment / Vehicle secs Internet Other _____

17. TERMS & CONDITIONS:

1. MOSSHIRE Pty LTD. (thereinafter called "the Owner) in consideration of the payment by the Hirer to the owner of the amount of the Owner's quotation, lets or rents to the Hirer the Goods schedule in the Delivery note (hereinafter referred to as "the Goods") for the minimum period stipulated which will be automatically renewed from week to week on the same terms and conditions and upon payment the Hirer to the Owner of the Rental Rates aforementioned until terminated by the Owner or the Hirer.
2. The Hirer shall pay to the Owner the deposit stated on the overleaf which shall be refunded within 30 days of the return of the goods, less all amounts due.
3. While making every effort to supply promptly, the Owner does not guarantee delivery at any particular date and accepts no liability for the delay in delivery or collection. All payments to be made hereunder shall be made free of exchange at the price indicated on the Owner's monthly statement. The Hirer agrees to Pay interest at prime + 4% per annum on all amounts due for payment.
4. Transport of the Goods rented is for the account of the Hirer. If the Owner agrees to deliver and collect, then it is agreed that good delivery has been made even if the Hirer has no employees at his site to take delivery while the Owner will only be responsible for the collection after being notified by the Hirer that collection is required. Goods that have been delivered by the Owner are not automatically collected by the Owner after expiry of the period initially agreed on. If the owner fails to collect the goods the hirer shall remind the owner to collect.
5. The hirer takes full responsibility for hire contracts and invoices signed by any of the Hirer's workers. If the Hirer wants specific persons only to sign the hire contract and invoices it is the Hirer's responsibility to inform the Owner of such arrangements in writing.
6. Equipment is checked and tested by the Owner, before going out. If mechanical equipment rented from the Owner develops a fault which is due to an inherent weakness, latent or otherwise, or to fair wear and tear, the Hirer agrees to notify the Owner who will as promptly as possible send a service mechanic to rectify the fault or at his opinion, replace the equipment with a similar unit. Within a radius of 10km from MASS HIRE, service is rendered free unless the service becomes necessary through a fault or neglect of the Hirer. Outside this radius, no charge will be raised for work on the site (Except for faults arising from the Hirer's negligence), but a charge will be made for mileage and travelling time of the Mechanic.
7. The customer acknowledges that it is aware of the purpose for which the Equipment was designed as well as all safety and maintenance procedures which are required in respect of the Equipment by any lawful Authority and shall only use the Equipment for such purpose and shall comply with all such safety and maintenance procedures. The customer shall be liable to an hereby indemnifies the Owner for all damages or loss suffered by the Owner, should the Equipment be used for any other purpose or should the Customer fail to comply with any required safety and maintenance procedures.
8. Short deliveries of the goods will be made up and damaged or defective goods replaced of noted at the time of delivery on the delivery. Note and a claim is made within two days after such receipt, and the damaged or defective goods are returned within two days and the Owner is satisfied that they were damaged or defective at any time of delivery of which it shall be the sole judge, otherwise the Owner shall not be liable for short deliveries, or damaged or defective goods, or loss or damage caused thereby. Replacements shall be as near as is possible identical to the goods required, or at least equal in quantity.
9. The goods shall remain the sole and absolute property of the Owner in both sales and hire of equipment. In the event of sales the ownership of property shall only be transferred from the Owner to the Buyer after the outstanding amount due for the specific item has been paid in full. The Hirer shall keep the goods on the site on which the Hirer is working and shall advise the Owner if they are moved to another site. The Hirer shall service and keep them in good order, repair and condition and be responsible for any loss or damage thereto, and shall return them as received, cleaned and oiled and in sound condition, fair wear and tear alone accepted. The Hirer shall give the Owner immediate notice in writing of any loss or damage of the goods, and the Owner shall be entitled to inspect the site at any time during the period of hiring. The Hirer shall pay the catalogue price of such loss, damages, costs expenses and charges incurred by the Owner by reason of any breach by the Hirer of this condition.
10. At the default of the period of renting, the Hirer shall at his own expense return the goods to the Owner's address shown on the overleaf. The Hirer shall pay the owner the rent rates for the goods from the time they leave to Owner's yard and until the goods are received by the Owner at his yard. Goods hired will be collected by the Owner only after the Owner has been notified that the equipment is no longer required.

Initials here _____

11. If the default is made by the Hirer in the due payment of any Amount owing by the Hirer to the Owner, or any judgement is obtained against the Hirer, or the Hirer commits an act of insolvency or bankruptcy, or offers to assign his estate or effect or offers to effect a compromise with his/its creditors or is placed in liquidation (voluntary or compulsory) or under judicial management or dies or ceases to carry on business or if the Hirer fails to observe or perform any provision of his contract (including any agreed extension thereof) the Owner shall be entitled forthwith to cancel this contract and retake possession of the goods and the Hirer shall immediately restore and give quiet possession thereof to the Owner and should it fail to do so the Owner may apply ex parte to any competent Court for an order enabling the Owner to obtain possession of the goods. Notwithstanding the cancellation of this contract by the Owner, or the retaking possession by the Owner of the goods the Owner shall be entitled to recover from the Hirer all moneys due or unpaid or to become due hereafter for the full and unexpired period of hire of the goods in terms of the contract (and/ or agreed thereof) and all loss or damage sustained by the Owner whether in respect of damage and /or depreciation and/or repairs required to be made to the goods otherwise, and all costs, expenses and payments incurred by the Owner to recover the goods and moneys due to the Owner.
12. This contract or any written extension thereof shall be deemed to record the whole agreement between the Owner and the Hirer and to override all other agreements relating to the goods and collateral verbal agreements are excluded. All orders, instructions or information which the Hirer desires to give or must give to the owner shall be in writing. No condition or representation not expressed herein shall be binding on the Owner. No variation shall be binding unless agreed to by the Owner and Hirer in writing.
13. This contract cannot in respect of the minimum period, be cancelled by the Hirer except on its written request and then only if same is agreed to by the Owner in writing. The Hirer shall have no right to cede or assign this contract without prior written consent of the Owner.
14. This contract is subject to any market fluctuations, to ruling rates at the time of delivery and the availability of materials and labour.
15. The Hirer shall completely indemnify the Owner against any claim by any party for any damage of any nature whatsoever, for injury to persons or damage to property caused by, or in connection with, or arising out of, or involving the Equipment, and in respect of all costs and charges in connections therewith, whether arising under common or statutory law, whether as a result of the Owner's negligence or otherwise.
16. Where the goods, or any of the goods are collected by the Owner, at the request of the Hirer or upon the termination of the hiring and the Hirer fails to provide for the checking with the Owner of the goods so collected then the Returns Note subsequently issued by the Owner to the Hirer setting out to the goods collected by the Owner shall be final and conclusive as to the state of goods collected by the Owner binding upon the Hirer.
17. The Hirer shall comprehensively insure the goods whilst being transported to and from his place of business and while it is being used or stored on his site.
18. The Hirer shall pay all costs including Attorney and Client costs and collection commission incurred by the Owner in demanding payment of all or any sums due by the Hirer to the Owner and in suing for the recovery thereof and in taking steps to protect the Owner's interest in terms thereof.
19. I/We by my/our signature hereto (if the Applicant is a Company or Closed Corporation) do hereby bind myself / ourselves jointly and severally in our personal capacities as surety and co-principal debtor with the Applicant for the payment to the Creditor of any amounts which are owing and may at any time become owing to the creditor by the Applicant from whatever cause arising. This guarantee shall be a continuing guarantee and I/we can only be released in writing by the Creditor who will be obliged to release me/us in writing in the event of the Applicant and/or ourselves settling the Applicant's account with the Creditor in full. I/We hereby renounce the benefits of the legal exceptions "non cause debut", "ordinance seu excussio et divisionis" and "cession of action" with the force and meaning and effect of which I/we declare myself/ourselves to be fully acquainted.
20. The Applicant hereby gives MOSSHIRE Pty LTD. t/a Mass Hire Mossel Bay permission to perform a credit search on any personal and company information, as supplied by the Applicant on the credit application, held by a recognised credit bureau in South Africa (ITC) when assessing the Applicant's application for credit. Monitor the credit Applicant's payment behaviour by researching their profile at one or more of the Credit Bureaus. Use new information and data obtained from Credit Bureau in respect of the applicant's future credit applications. Record the existence of the applicant's account with the Credit Bureau. Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant in meeting their obligations on the account.
21. The hirer chooses the street address so provided at number 2 of the application form as his domicilium citandi et executandi address for service of all legal documents which might arise from the signing of said application.

Compulsory for all applications

I/we acknowledge having read the above terms and conditions and without limiting the generality thereof, people agree to be bound by all such terms and conditions.

Full name: _____

Full name: _____

Signature: _____

Signature: _____

ID number: _____

ID number: _____

(Kindly attach copy of Identity Document)

Dated at: _____ on the _____ day of _____ 20_____

In my personal capacity as surety and co-principal debtor in accordance with paragraph 19 above and in my capacity as the duly authorised representative of the Applicant.

Dated at: _____ on the _____ day of _____ 20_____

Surety and co-principal debtor:

1. _____
Signature

2. _____
Signature

Witnesses:

1. _____
Signature

2. _____
Signature