

General Conditions of Hire

Terms and Conditions that apply to each Hire Contract

The terms and conditions of Hire set out hereunder shall apply to all tools and equipment hired by us or on our behalf now or in the future.

1. Ownership in the Equipment let out on hire shall at all times remain vested in HIRE-OUR-TOOLS(Pty) Ltd (Hereinafter referred to as the Owner) and the HIRER will not sell, hire out or lend, or otherwise part with the possession thereof, nor will he encumber or assign any right or interest in the equipment or create any lien thereon.
2. The Account holder and/or authorized signatories (hereinafter referred to as the HIRER) choose the **abovementioned** address as his DOMICILIUM CITANDI ET EXECUTANDI (**address for the service of documentation and legal process**) for all purposes under this agreement.
3. Insurance - The onus is on the HIRER to insure hired tools and equipment, the HIRER will be charged a fair market value for any loss or damage incurred while in the HIRER possession
4. The HIRER gives their consent for a credit check. Outstanding accounts are subject to default listing on a national credit bureau database. On payment of the outstanding debt the default listing will be amended to read "PAID DEFAULT" until legislation demands complete removal. The Owner reserves the right to provide a national credit bureau with updated personal information AND may use a national credit bureau database for tracing. The contract holder hereby agrees that should they default on payment, the Owner can make this information available to the industry and affiliated businesses.
- 5. The HIRER accepts full responsibility for any loss or damage to equipment from date of delivery to the HIRER.**
6. Equipment must be returned within 1 hour of the expiry time shown on the Hire Contract otherwise additional charges will be levied as follows; the charge for the first additional day (or part thereof) of continuing hire will be at the standard daily rate, no pro rata time adjustment.
- 7. Should the HIRER fail to return the equipment within 3 days of the expiry time, the Owner at its sole discretion may elect to either levy the full hire fee per day until the equipment is returned or request payment of the full replacement value of the Equipment on demand.**
8. Failure by the HIRER to return equipment within 3 days of the expiry time stipulated in the Hire Contract will place the HIRER in breach of contract and the Owner may elect to lay a charge of theft against the HIRER.
- 9. To the extent allowed by law, 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 connection therewith, whether arising under common or statute law.**
10. Equipment must be returned in the same condition as supplied (save for ordinary wear and tear), failing which a charge for cleaning, reconditioning, renewing or replacing will be made as considered necessary by the Owner.
11. Deposits and hire charges, etc. for full period of expected hire are payable on collection and before delivery. The HIRER agrees to pay any delivery charge. Any additional charges are due on presentation of our account and in the event of non-payment, the hiring may be determined forthwith by the Owner giving to the HIRER notice in writing at the HIRER'S address as shown without prejudice to any amounts which may have become due to the Owner, and upon such determination the HIRER shall assist the Owner to resume possession of the Owner's Equipment.
12. To the extent allowed by law, the Owner shall not be liable for any loss or damage suffered by the HIRER or any other party arising out of the late or non-delivery of the Equipment, any mechanical breakdown, or any other circumstances whatsoever.
13. In the event of Equipment not being available for collection by the Owner when the HIRER has specified a collection time, a charge will be made for the wasted journey.
14. The Owner retains the right of access to any location where the Equipment may be, for the purpose of repossessing any Equipment should the HIRER contravene any of these conditioning. Charges arising out of repossessing will be made as considered necessary by the Owner.
15. The HIRER shall pay all costs including Attorney and Client costs and collection commission incurred by the Owner in demanding or obtaining 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 hereof.
16. The HIRER warrants that all particulars and representation given and made by the HIRER to the Owner are true and that the signatory who signs this agreement is authorized to act as such.
17. The Owner may at any time for any reason whatsoever retake possession of the Equipment, provided that if the HIRER has not breached this agreement, the Owner with regard shall simultaneously provide the HIRER with replacement equipment similar to the Equipment.
- 18. The person signing on the overleaf hereof and/or issuing a cheque/or other payment as a deposit to this contract and/or account hereby agrees that he can be held personally liable irrespective of whether he acted in a representative capacity for or on behalf of a third party or any legal persona.**
19. The HIRER 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 HIRER shall be liable to and 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 the required safety and maintenance procedures. **The HIRER further undertakes to ensure that any persons using the Equipment are aware of the aforementioned procedures and complies therewith. The HIRER shall be liable to and 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 HIRER or any third party fail to comply with the required safety and maintenance procedures.**
20. MAXIMUM HIRE 3 DAYS - UNLESS AGREED TO IN WRITING the Owner.

Applicant Signature: _____