

The Creditors. Standard terms and conditions of hire.

1. Price The customer agrees to The Creditors ruling or special price as per the price list or hire note.
2. 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
3. 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.
4. Deductions. No amounts may be deducted for whatever reason from payment owed to The Creditor.
5. Domicilium. The street address will be the customers domicilium citandi for all purposes arising from this agreement.
6. Ownership. The Creditor retain ownership of all goods hired and must be informed of the address where it will be stored.
7. 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.
8. Jurisdiction The Customer consents to the jurisdiction of the magistrate's court. And South African law.
9. Sole Agreement. This is the sole agreement between the parties. All amendments must be signed by both parties.
10. Appropriation of payments. We will at our discretion appropriate payments to cost interest and capital.
11. Terms of payment. Payment in cash or transfer for goods and services within 30 days. Interest at 2% per month on overdue accounts. Non payments will lead to revoking of credit facilities. Legal proceedings will be instituted 14 days after due date.
12. 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.
13. Proof of delivery. Signature by customer or representative or employee of the hire note/ invoice is proof of delivery.
14. 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.
15. 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.
16. 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.

Suretyship as required by the Creditors in terms of the credit application.

I/We, by my/our signature/s hereto bind myself/ourselves jointly and severally in my/our personal capacity/ies as surety and co-principal debtor in solidum with the applicant to the Creditor for the payment to the creditor and the fulfillment of all obligations owed to the Creditor by the applicant, past, present or future, from whatever cause arising including for lossess and damages. The surety shall be continuing and I/we can only be released by the creditor in writing. I/we select as my/our domicilium citandi et executandi at the Applicants domicilium citandi above and agree to be liable for the Creditor's legal costs for all actions instituted against me/us on the scale as between attorney and own client. I/we hereby renounce the benefits of the legal exceptions "non causa debiti", "ordinis seu excussionis et divisionis" and "cession of action" with the force and meaning declare myself/ourselves and effect which I/we declare myself/ourselves to be fully acquainted. All acknowledgements of indebtteness and admissions by the dbtor/s shall be binding on me/us.

I/We warrant that I/we are duly authorized to represent the Applicant and to bind the applicant to these terms and conditions of credit. The applicant confirms that a certificate signed by the credit manager or any director of the creditor showing the amount owing by the Applicant to the Creditor shall be sufficient proof that the said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purposes of any action (whether by way of provisional sentence, summary judgment, or otherwise) proof of the debt on insolvency or for any other response whatsoever. Where the Creditor's claim is disputed by the Applicant, the Applicant shall bear the onus of proving that such amount is not owing and/or due and/or payable. The certificate referred to herein shall be binding on the Applicant and or me/us. Valid as a liquid document against the applicant and/or me/us in any competent court for the purpose of obtaining provisional sentence, default judgment and or summary judgment against me/us thereon.

(In my personal capacity as surety and co-principal debtor in accordance with the above surety and in my capacity as duly authorized representative of the Applicant, acknowledging that I have read and understood all the terms and conditions of credit and hire conditions and bind the creditor and myself to the terms and conditions hereof. I warrant that I am authorized to bind and represent the Applicant.

Signature 1 Signature 2.....

Full Name		Full name	
Designation		Designation	

Dated at on the day of 20..... in the presence of the undersigned witnesses.

As Witness

1.....

2.....