



22 Military Rd 118 Victoria Road
 Steenberg Southfield
 Cape Town Cape Town
 7945 7800
 (021)2001960 Tel: (021) 7055034
 (Fax: (021) 7055027
 EMAIL: info@hireourtools.co.za
www.toolhirecapetown.co.za
Hire Our Tools (PTY) LTD
 Reg No:99/16279/07 VAT 4090185309

HIRE PROFILE APPLICATION (please print and tick Boxes)

- CASH Complete Section A pages 1-3
- Credit Complete Section A+B with all supporting documentation

Please note:
Incomplete Applications will be returned for correction which will delay the hire process

A. Section

I/we hereby apply to establish a Hire profile with Hire Our Tools (PTY) Ltd and submit the following confidential information for this purpose. I/we will strictly adhere to your Terms and Conditions at all times and agree to pay in advance or to make top up payments when required.

Personal Details	
ALL THE FIELDS BELOW ARE COMPULSORY	
Name: _____	Surname: _____
ID No: _____	Cell Phone: _____
Residential Address: _____ _____ _____	Home Landline: _____ (use work or relative only if you don't have a home number) Alternative Contact _____ (relative – not the same as above) we need 3 different numbers
Vehicle registration: _____	Email: _____
Date: _____	
Applicant Signature: _____	



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Please read and tick every important point below in agreement:

- I will strictly adhere to the General Conditions of HIRE at all times and agree to pay in advance for all hires and/or to make top up payments when requested to do so.
(Hire Our Tools will in turn assure you of our best attention at all times, and strive to support your business with the tools and equipment you may need.)
- I am aware that there is **NO INSURANCE** on the tools hired. *GTC's Clause 3*
- I will accept additional fees charged for tools that are returned dirty or broken due to my negligence or inappropriate use. *GTC's Clause 5 and 10*
- I hereby give consent for a credit check. *Clause 4* Outstanding accounts may be subjected to default listing on a national credit bureau database (ITC) and shared with industry partners.
- All Hire Contracts are subject to General Conditions of HIRE printed thereon, a copy of which needs to be signed on page 2

Print name. _____

and Sign. _____

DEBIT CARD payment notice

- If paying by debit card, please understand that the deposit must be paid in cash if you want it refunded in cash or else it will lie on our system as a credit for your next hire.
- We are not able to refund onto a debit card.
- We can refund onto any credit card.
- We can refund via EFT when the amount exceeds R1000.00 (admin fee constraints)



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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: _____



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B. Section (Application for a CREDIT account)

Definitions:

Current Month: The month in which the Hire Contract is generated

Next Month: The Month after the Hire Contract is generated

Credit Account Stipulations and Payment Terms

- Credit applications need to be completed in full. Kindly note: Incomplete Applications will be returned for correction which will delay the hire process. *(Supporting documentation ID's and CK's and Proof of Address must be submitted.)*
- We only activate credit accounts where the estimated spend exceeds R2000.00 per month.
- Account Clients have the privilege of paying by the 30th of the next month
- Account Clients who pay by the 7th of the next month qualify for **loyalty discount.** (description and T's & C's on last page)
- Equipment still on hire at current month end will be carried forward to a new contract for the next month.
- Each account has a set credit limit as requested by yourself on this credit application form; if your limit is reached in the current month our computer hire management system will automatically block the account until a payment is made to reduce the balance below your limit, we will send you an early warning so that you can make a top up payment to keep the Account Profile active.
- You will receive a statement and all invoices on the statement must be paid during the next month. If we receive your payment before the 7th the Loyalty Discount will apply.
- If you do not receive your statement in time please contact our office to send you one urgently so that you do not forfeit your discount.
- All accounts that are in arrears will automatically be blocked by our Hire Management System.
(An Account is in arrears when any tax invoice is not paid during the next month i.e. Invoice generated in September must be paid in full before the beginning of November.)
- Interest at the prime lending rate may be charged on overdue accounts.
- If for whatever reason you are unable to make payment, please contact Stephen Vosloo. Our hire controllers on the counter are unable to assist with new hires should the account be blocked.

Applicant Signature: _____



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All our COD clients pay upfront including a deposit, however this application affords you the convenience to pay once a month instead of paying for each invoice as it is completed.

We would like to explain in a little more detail by way of an example so that any misunderstanding is eliminated.

- You sign a Hire Contract when you hire tools – this is NOT a tax invoice and in many instances, it is not the final amount. It indicates the daily rates but more importantly it is a Legal Contract that binds you to all our terms and conditions.
- We email you the Tax invoice (Final amount) immediately after the completion of the hire, and your statement at the end of the current month.
- If a Hire Contract is generated between the 1st and 30th of current month it will be due for payment by the 7th of next the month to Qualify for Loyalty Discount. (as described in our Loyalty Discount Newsletter on the last page)
- If you pay after the 7th the discount falls away. (the money must reflect by us by the 7th)
- If the invoice is not paid by the end of the NEXT month, the account will be blocked by our system for new hires and if any equipment is still on hire we reserve the right to remove the equipment off site to limit our losses. (Fortunately, this does not happen often, we always contact you first to remedy the situation).
- So basically, you can't hire in the current month, withhold the money during the NEXT month and only pay the month thereafter. Our business model does not allow for 60 days or 30 day payments as we are **not** a registered credit provider in terms of the NATIONAL CREDIT ACT.

Considering the above explanation, You could "call" it a 30-day account if you forfeit your discount and pay late during the NEXT month, but we prefer to give the discount for on-time settlement.

Please be aware that in terms of this agreement, if the amount outstanding reaches or exceeds the **credit limit** a top up payment will need to be made **immediately** before new hires will be allowed and we reserve the right to collect any / or all equipment until such time that the account is paid up.

All terms and conditions on the back of the Hire Contract shall apply.

Signed at

on this.....day of.....20.....

Applicant Signature.....

Name in full (print).....

Position/Capacity:.....

(Who acknowledges having read and understands the contents hereof)

Witness Signature:.....



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1. DIRECTORS (if company) or PROPRIETORS (if partnership, sole trader or Personal)

1. Name: Surname:
 ID No: Cell Phone:
 Copy of ID And Address
 Residential Address: Residential Phone Number:
 Alternative Contact (relative):
 Email:
- Additional directors or people responsible for Account and Payment.*
2. Name: Surname:
 ID No: Cell Phone:
 Copy of ID2
 Residential Address: Residential Phone Number:
 Alternative Contact (relative):
 Email:
3. Name: Surname:
 ID No: Cell Phone:
 Copy of ID3
 Residential Address: Residential Phone Number:
 Alternative Contact (relative):
 Email:

2. Persons authorized to use this Account

1. Name: Surname:
 ID No: Phone No:
 Copy of ID
2. Name: Surname:
 ID No: Phone No:
 Copy of ID
3. Name: Surname:
 ID No: Phone No:
 Copy of ID
 (please copy and add if more than 3)



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Loyalty Discount

This discount program automatically rewards you with Discounts when you pay on time.

HOW DOES IT WORK?

For every R2000 spent on hire items and paid on time, your discount will automatically increase by 2% up to a maximum of 10% per annum.

Terms and Conditions.

- All your Tax Invoices will qualify provided you take care of the following:
 - Tax Invoices must be paid on time - *payment date printed on invoice.*
 - Equipment must be returned **clean** and in working condition.
 - Tools must be returned on time.
- The Loyalty Discount system automatically increases your discount percentage and resets to zero annually on 31 December. Please note that our staff cannot change the discount percentage - it is a fully automated system.
- Weekly charged items hired for 1 or 2 days only, already receive a pro-rata discount and are therefore not included.
- Discounts allowed apply to hire items only and are non-negotiable.
- Invoices with manually applied discounts days do not qualify.
- Invoices with off-hire days do not qualify.
- We reserve the right to cancel all discounts due to late payments or abuse of our equipment.

Always pay your full statement – do not make discount deductions.

- The discounts from invoices that Qualify is credited to your Hire Profile and your Grand Total increases. When you have accumulated enough credit, it is used to pay for a future Invoice. Discounts cannot be redeemed for cash.

Applicant Signature: _____