



DASH
PLANT & TOOL
HIRE

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Reg Number: 2015/131331/07
VAT Number: 4780290708

HIRE APPLICATION

DASH PLANT & TOOL HIRE

Dear Client,

Kindly complete the attached Hire Application ensuring that all pages are initialled and e-mailed back as soon as possible. Please post or deliver the original to us.

To assess your hire application we kindly request you to provide us with the following documents:

- Company Registration
- Company Letterhead
- Proxy of Company
- Vat Registration
- Proof of residence not older than 3 months
- Certified Identity documents for owners / members / directors

Kind Regards,

Johan Delpont

HIRE APPLICATION FORM

Date of application: ____ / ____ / ____

Before we can process your hire application the information requested must be fully completed. Should your application be successful the hire trading terms and conditions set out on this application will form part of each timesheet document signed by your representative.

1. Full name of Company or Natural person:

2. Trading name: (If different from above)

3. Registration Number / ID Number

4. VAT Registration Number:

5. Registered address of Company / Residential address

6. Physical address of Company / Address where plant will be used:

Initial

7. Postal address:

8. Telephone no:

Business: _____

Cell no: _____

9. Company / Sales email address and website:

10. Name and address of auditor:

11. Full names, identity numbers and addresses of all directors / members:

12. Trade References for Company:

Name.	Address.	Tel No.
1)	_____	_____
2)	_____	_____
3)	_____	_____

13. Credit limit required:

14. Any other relevant information:

15. Financial contact information:

Name of accounting officer: _____

Contact number: _____

Fax number: _____

E-mail address: _____

I _____ hereby acknowledge all information given is true and that I have read and understood the Standard Hire Terms and Conditions.

SIGNED AT ON THIS THE DAY OF 20.....

SIGNATORY WARRANTING THAT HE/SHE
IS DULY AUTHORISED TO MAKE THIS APPLICATION

DEED OF SURITYSHIP AND INDEMNITY

1. I/We the undersigned (Full names of Surety/Sureties);

do hereby bind ourselves jointly and severally unto and in favour of

or its successors in title or assigns (herein after referred to as the "Creditor") as surety/sureties and co-principal debtors/s in solidum with

(Hereinafter referred to as "The Principal Debtor/s") and all such other persons who may become indebted or owe obligations to the Creditor as a result of claims of whatever nature – acquired from the Principal Debtor/s (such other persons hereinafter referred to as the Debtor/s) and in respect of which, the Principal Debtor/s remain/s liable in any way for the due and punctual payment of all amounts of whatever nature and/or the performance of any obligation, all of which may now or in future become owing by the Principal Debtor/s and/or the Debtors for any reason whatsoever.

2. The Creditor shall be at liberty, at its sole and absolute discretion, without my/our prior knowledge or consent, and without releasing me/us from my/our liability hereunder;
- a. To institute such proceedings or take such steps as it may deem fit against the Principal Debtor/s and/or the Debtors including the right to re-possess any goods sold to the Debtor and to deal therewith or sell in such manner, at such price and on such terms as the Creditor in its sole discretion may decide, in which even the selling price shall be deemed to be the true market value of the goods sold;
 - b. To compromise with or make other arrangements with the Principal Debtor/s and/or the Debtors and/or with any other sureties;
 - c. To grant any leniency, indulgence or extension of time to the Principal Debtor/s and/or Debtors or vary any agreement, undertaking and/or arrangement with the Principal Debtors and/or Debtors in any other manner whatsoever
 - d. To enter into agreements of cancellation with the Principal Debtor/s and/or Debtors in respect of any existing or future arrangement and/or to enter into new arrangements and/or to substitute new purchasers for the Principal Debtor/s and/or any of the Debtors;
 - e. To cede assign and transfer any of its right, title and interest in and to any or all of its claims against the Principal Debtor/s and/or Debtors which are now in existence or may come into existence in its own discretion and on such cession my/our liability shall continue in favour of the cessionary for both the existing liability at the date of the cession and also in respect of any future liability incurred by the Principal Debtor/s and/or Debtors with the cessionary arising from any cause whatsoever.

Initial

3. In any or all of the events described above, my/our liability shall be co-extensive with that of the Principal Debtor/s and/or Debtors.
4. I/We hereby indemnify and hold the Creditor harmless against any loss or damage which it may sustain for any reason whatsoever, irrespective of the validity and/or enforceability of its cause/s of its claim/s against the Principal Debtor/s and/or Debtors.
5. In giving this surety ship, I/we do hereby voluntary waive, renounce and abandon the benefits of excursion, division, cession or action; *error calcuir, non numeratae pecuniae*, revision of accounts, *de buobus vel pluribus reis debendi*, as well as all benefits, rights and privileges to which I/we may be, or become, entitled under the Agricultural Credit Act (no.28 of 1966) and/or the Moratorium Act (no. 25 of 1963) as amended from time to time. I/We furthermore agree that the provisions of the waivers, renunciations and abandonment's contained herein, the full meaning, force and effect whereof I/we understand shall also be binding upon my/our successors in title, assigns, etc.
6. It is agreed and declared that all admissions of acknowledgements of indebtedness by the Principal Debtor/s and/or Debtors shall be binding on me/us.
7. This deed of Surety ship and Indemnity shall not be cancelled save with the written consent of the Creditor.
8. In the event of insolvency, liquidation, assignment or compromise by the Principal Debtor/s and/or Debtors, the Creditor shall be entitled to prove against the Estate for the full amount of the indebtedness and/or to accept any offer of compromise, whether at common law or in terms of any statutory provision, without prejudice to its rights to recover from me/us to the full extent hereof any sum which may be owing by the Principal Debtor/s and/or Debtors.
9. I/We do hereby furthermore cede and make over unto and in favour of the Creditor, as its sole and absolute property, any claim of whatever nature, based hereon, or flowing or arising here from, which I/we may have or acquire against any of the persons covered hereby for the benefit of any indebtedness which I/we may have hereunder. I/We furthermore undertake to bind myself/ourselves to take whatever necessary action to enforce settlement of any such claim upon the Creditor's request and in terms of its directions. Nonetheless the Creditor shall be and remain entitled to use its own or my/our name and to take such action as it may elect for purposes thereof. The other provisions of this document shall also *mutatis metandis* apply to this clause.
10. I/We hereby agree and consent that the Creditor shall be entitled, at its option, to institute any legal proceedings which may arise out of or in connection herewith in any Magistrate's Court, having jurisdiction in respect of my/our person, notwithstanding that the claim or the value of the matter in dispute might exceed the jurisdiction of the Magistrate's Court.
11. I/We acknowledge and agree, that a certificate signed by the Secretary of the Creditor for the time being, setting out the amount of my/our indebtedness hereunder shall be sufficient and satisfactory evidence and shall constitute *prima facie* proof *per se* of the amount of my/our indebtedness to the Creditor.

Initial

12. I/We choose as our *domicilium citandi et executandi* for all purposes under this surety ship at;

DATED at this Day of 20.....

As Witnesses

As Surety/Sureties:

1. _____

1. _____

2. _____

2. _____

3. _____

3. _____

4. _____

4. _____

Full addresses of Surety/Sureties:

1. _____

2. _____

3. _____

4. _____