

HIRE AGREEMENT

With

B-One Hire (B-One Holdings (Pty) Ltd)



Sharon

071 609 2244

I / WE, THE UNDERSIGNED,
(FULL NAME OF THE SIGNATORY)

IDENTITY NUMBER.....

Do hereby *apply* to B-ONE HOLDINGS (Pty) Ltd 1988/006069/07, including its trading division and successors-in-title B-ONE HIRE, (hereinafter referred to as "the HIROR") to hire goods, materials and or services upon the Terms and Conditions of the HIROR as stated hereunder.

My/Our are set out hereunder and I/we confirm that same is both true and correct. I/We acknowledge that the grant or refusal by the HIROR of the terms of the hiring applied for herein shall be dependent upon the accuracy of the information herewith provided by me/us.

1. REGISTERED TRADING NAME/ STYLE:

2. TRADING AS (If different)

3. COMPANY REGISTRATION NO: VAT NO:

4. POSTAL ADDRESS: CODE.....

5. COMPANY'S STREET / PHYSICAL ADDRESS

..... Code.....

6. TEL NO: CELL NO: Other contact no:

7. FAX NO: E-MAIL ADDRESS:

8. State whether:

(PTY) LIMITED COMPANY	CLOSE CORPORATION	PARTNERSHIP	PRIVATE	OTHER: Trust/ Church/ School/ Association
-----------------------	-------------------	-------------	---------	---

Marriage status:

Single	Married: Ante-nuptial Contract	Married: Community of Property
--------	--------------------------------	--------------------------------

9. NATURE OF BUSINESS..... How long has the HIRER been trading/ in business?.....

10. CONTACT DETAILS OF PERSON RESPONSIBLE FOR PAYMENTS/ ACCOUNT:

Financial Manager Name: Contact No: E-mail:

Creditor Clerk: Name: Contact No: E-mail:

NB: TERMS: THIRTY-ONE (31) DAYS IN ADVANCE MONTHLY TOTAL OF RENTAL WITH B-ONE HIRE: R.....

11. BANKERS:

Bank..... Account Number: Account Type: Current / Cheque / Savings

12. I/ WE hereby give authority to B-One Hire to perform a CREDIT CHECK on the HIRER and SIGNATORY: YES..... NO.....

13. TRADE REFERENCES:

Company Name Account No Telephone Number

(a)

(b)

(c)

14. DETAILS OF THE SIGNATORY / HIRER: (*Official Signatory (ies & Directors Of Company):

** Please provide a Copy of ID document of each*

(a) Full Names..... I.D. number.....

Cell no: Telephone No:

Residential Address.....

Is above residence Owned / Bonded / Rented? Name of Bank / Landlord.....

Marriage status: ☐ Single ☐ Married: Ante-nuptial Contract. ☐ Married: Community of Property.

(b) Full Names..... I.D. number.....

Cell no: Telephone No: Other contact no:

Residential Address.....

Is above residence Owned / Bonded / Rented? Name of Bank / Landlord.....

Marriage status: ☐ Single ☐ Married: Ante-nuptial Contract. ☐ Married: Community of Property.

I/We acknowledge having read the Terms and Conditions of trade as set out hereunder and signed by me/us at the bottom of the page thereof.
I/WE confirm that I/we fully understand the contents and meaning thereof.

All signatory/ies of the HIRER *who have signed this document warrant that they have the legal capacity and is/are duly authorized to bind the HIRER and that all the information furnished above is correct.*

Thus, done and signed at (place).....on this..... day of.....20.....

SIGNATORY: INITIALS & SURNAME: SIGNATURE.....
NB: If not a Director of the Company please provide a Letter of authorisation re signing rights

WITNESS: INITIALS & SURNAME: SIGNATURE.....

For Individuals:

Please submit the following documents with the completed and signed Rental Contract:

1. A copy of the Identity Document of the Hirer / Signatory
2. Proof of residential address (not older than 3 months)
3. Three (3) months bank statement

For companies/ CC's/ Other:

Please submit the following documents with the completed and signed Rental Contract:

4. A copy of the Identity Document of the Signatory(ies)
5. If the signatory is not a director/owner please provide a Letter of Authorization re signing powers given to the signatory
6. A copy of the company's official letterhead if it reflects the company's physical address, registration and VAT numbers as well as the names of the director(s)
 - Proof of the company's physical address and Contact numbers
 - A copy of the company's SARS Tax clearance certificate
 - The CIPRO Registration and SARS Tax Clearance certificates (not older than 1 year)
 - Three (3) months bank statements

TERMS AND CONDITIONS

1. The HIRER hereby hires the items, hereinafter referred to as the "hired items".
2. The HIRER shall pay unto the HIROR monthly hire charge in advance in the amount as set out in the Proforma Invoice as per the Order Form annexed hereto. The minimum period of hire in respect of containers, sheds and toilets is 31 days.
3. Interest will be charged at 18% p.a. on all amounts 90 days and over.
4. An electrical certificate (COC) can be issued at an additional cost if needed for a leased container. The certificate needs to be issued when the container is on B-One's premises; if a certificate is required please ask for a quote.
5. Unless defects in or damage to the hired items on delivery are specifically pointed out and forthwith *confirmed in writing* to the HIROR, it will be regarded that the hired items were received by the HIRER intact and in good and working order.
6. The HIRER hereby indemnifies and holds the HIROR harmless against any claim which may arise in delivering the hired items at the delivery address, unless such claim arises from the negligent or intentional act or omission of the HIROR.
7. The HIRER undertakes to ensure that all hired items are used in accordance with the HIROR's specifications.
8. The HIRER will use the hired items at its/his/her own risk and indemnifies the HIROR in respect of all claims by any person whomsoever for injury and/or damage caused by or in connection with or arising out of the use of any of the hired items.
9. The HIRER shall at all times keep the hired items at the venue/venues as set out in Schedule 2 (Order Form), unless otherwise agreed between the HIROR and the HIRER, which agreement shall be reduced to writing and undersigned by the parties. The HIROR and/or its representative shall at all reasonable times be entitled to examine the hired equipment and as such the HIRER shall not refuse the HIROR such reasonable access under any circumstances. The HIRER hereby authorizes the HIROR access to any site or location to enable the HIROR to inspect or recover any of the hired items.
10. The HIRER shall at all times keep the hired items in its possession and control and shall exercise due and proper care in the use thereof and will keep the hired items free from any judicial attachment, hypothec and/or any other legal charge or process.
11. All hired items, when not in use, must be securely stored by the HIRER. The HIRER shall at all times ensure that no other person or third party will have access to the hired items or will be allowed to cause any changes to the installation as made by the HIROR, for whatever reason, unless prior written approval has been obtained from the HIROR.
12. The HIRER will be responsible for any loss of or damage to any of the hired items during the subsistence of this agreement.
13. The HIRER shall under no circumstances enter into any agreement of sub-renting of the hired items, without the *express written permission* by the HIROR and if such permission is obtained, such sub-renting shall be on the terms and conditions as set by the HIROR as it may deem fit.
14. **On termination** of this agreement, the HIRER must ensure that all hired items, including but not limited to containers, sheds and toilets, are timeously and completely vacated and readily accessible and recoverable by the HIROR and/or its representatives and/or assigns. The HIRER shall be liable and shall be invoiced for any and all costs and/or damages suffered as a result of any delays and/or extra and/ or futile trips as a result of non-compliance with the aforesaid by the HIRER, including but not limited to a standing fee of R980 per hour which will be charged if any of B-One's drivers have to wait for longer than 30 minutes in the collection of hired items.
15. **A five working day written notice of the termination of any period of hire** from the HIROR is required in respect of containers, sheds and toilets. It is the HIRER's responsibility to ensure that HIROR did receive the written notification to terminate the lease. If the hired items are still on site after seven (7) days after the date of the written notification, another month's hire charge will be charged against the HIRER's account, which amount shall be payable by the HIRER unto the HIROR.
16. Notwithstanding any agreement to the contrary all rentals or any other amounts due are payable forthwith on termination of the hire agreement.
17. The HIRER acknowledges and agrees that the hired items are movable property and that it may be installed in and on certain premises and that notwithstanding any such installation it is the clear and express intention that the hired items shall **remain the property of the HIROR, who has the right to remove such goods** on termination of this agreement for whatsoever reason.
18. The HIROR will be entitled to terminate all hire, delivery and services at any time without prior notice to the HIRER and the HIROR will not be responsible for any loss or damages suffered by the HIRER as a result of the termination.
19. The HIROR will not be responsible for any losses suffered by the HIRER or its/his/her client or agent as a result of the HIROR not being able to provide any previously reserved hired items timeously for reasons beyond the HIROR'S reasonable control.
20. The HIRER indemnifies the HIROR against all claims for damages and/or losses incurred as a result of the HIROR's removal of the hired items from any site or location unless such loss or damage was caused by the negligent and / or intentional act or omission of the HIROR.
21. The HIRER undertakes to pay all recovery charges and/or all collection fees and/or legal costs on an attorney and client scale in respect of any and all amounts so recovered by the HIROR from the HIRER, whether it be arrear hire charges due and payable or damages suffered by the HIROR as a result of any act or omission by the HIRER.

22. It is recorded that the HIROR is a member of the Trans-Union ITC and all overdue accounts will be reported to them.
23. The HIRER chooses the physical address contained herein as its/his/her *domicilium citandi et executandi*.
24. The HIRER agrees to action being instituted in the Magistrate's Court in respect on any amount whatsoever which may be due and owing by the HIRER to the HIROR without prejudice to the HIROR's right to proceed in any other competent Court having jurisdiction.
25. Any dispute arising out of, or in connection with, this Agreement shall be finally resolved under the Expedited Rules of the Small Arbitration Procedure and under the direction of its Secretariat, by one or more arbitrators appointed according to its Rules. Which contact details are listed hereunder:

Groenkloof Chambers
205 Florence Ribeiro Avenue
Groenkloof Ext 11,
Pretoria
CONTACT (012) 942 2100
P.O.BOX

Postnet Suite333,
Private bag X06,
Waterkloof, 0145,
docex 78, Pretoria
E-Mail: manager@gkchambers.co.za

- 25.1 Should any dispute, disagreement or claim arise between the parties (called hereafter "the dispute") connected with or concerning this Agreement, the parties shall first try to resolve the dispute by negotiation. This entails that the one party invites the other in writing to a meeting in an attempt to resolve the dispute within 7 (seven) days from date of the written invitation;
- 25.2 Failing a resolution by negotiation, the dispute, if arbitrable in law, shall be finally resolved under the Rules of the Small Arbitration Procedure and under the direction of its Secretariat by one or more arbitrators appointed according to its Rules.
- 25.3 The Parties hereby agree that Arbitration will be held in South Africa, GAUTENG being neutral ground.
- 25.4 In the event of mediation failing and the dispute has been referred to arbitration the Customer who is the signatory to this agreement and who is duly authorized to enter into this agreement alternatively **B-ONE's** representative hereby agree to refer all disputes and differences between the parties
- (i) Arising out of or in connection with the application between the parties;
- (ii) Alternatively, the disputes and differences set out herein under:
- a. The failure to make payment in terms of **B-ONE's** invoice for hire and statement, as contractually agreed (terms), within 7 days of transmission to the Customer for whatever reason;
 - b. The failure to make payment in terms of **B-ONE's** invoice for dirtied and damaged goods and statement, as contractually agreed (terms), within 7 days of transmission to the Customer for whatever reason;
 - c. The failure to make payment in terms of **B-ONE's** invoice for Sale by loss goods and statement, as contractually agreed (terms), within 7 days of transmission to the Customer for whatever reason.

For final resolution in accordance with the Rules of The Small Arbitration Procedure and under the direction of its Secretariat by an arbitrator or arbitrators appointed under its Rules.

- 25.5 In the event of the customer failing to:
- 25.5.1 Disclose to **B-ONE's** representative the location of the goods upon written request and within 48 hours and remain in default to disclose the location of the goods;
 - 25.5.2 Disclose to **B-ONE's** representative on delivery of the certificate as described in clause 17 herein above upon written request and within 48 hours and remain in default to disclose, deliver and or exhibit the location of the goods into **B-ONE** and remain in default to do so;
 - 25.5.3 Grant access or obtain permission to obtain access to the property for **B -ONE** or any of its nominated representatives, where the goods are kept and/or if the customer is refused access to the property by any 3rd party for any reason what so ever;

And in such an event **B-ONE** may in their absolute and sole discretion may refer the dispute upon motion to Rules of the Small Arbitration Procedure and under the direction of its Secretariat to arbitrate the dispute in terms of their expatiated rules for the return of the equipment to **B-ONE's** possession.

- 25.6 On the termination of the hire for whatever reason the Customer shall at its own expense return the goods to **B-ONE** at its address shown overleaf or such other address as **B-ONE** may designate for such purpose. The rental provided for herein shall be payable from the time of delivery of the goods as above until they are received by **B-ONE** at its said or such designated address, unless otherwise stated in writing.
- 25.7 Where the goods or any of them are collected by **B-ONE** or are returned by the Customer and the Customer fails to provide for the checking with **B-ONE** of the goods then the Return Note subsequently issued by **B-ONE** to the Customer setting out the goods received by **B-ONE** shall be final and conclusive as to the goods so.
- 25.8 **DATA PROTECTION REQUIREMENTS**
- 25.8.1 The Customer hereby voluntarily authorises the Supplier to process the Customer's and/or its employees personal information (including name, credit card & banking details, physical address, telephone numbers & any other information provided to the Supplier).
- 25.8.2 The Customer indemnifies the Supplier against any action by the employees of the Customer insofar as processing of their personal and special personal information is concerned.
- 25.8.3 Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. This consent is effective immediately and will endure until the relationship between the Customer and the Supplier has been terminated.
- 25.8.4 By agreeing to the terms of this Agreement the Customer expressly consents to the processing of its information for marketing purposes and knows and understands that by agreeing to same that it may receive marketing materials in the form of SMS's, emails and the like from the Company.
- 25.8.5 The Supplier is the responsible party in respect of such personal information, as envisaged in POPI and the regulations thereto and its address and contact details appear at the top of page 1 hereof.
- 25.8.6 The Supplier herewith warrants to take appropriate, reasonable technical and organisation measures to prevent: loss of, damage to or unauthorised destruction of the Customer's personal information and unlawful access to or producing of the Customer's personal information.
- 25.8.7 In the event that the Supplier's becomes aware of any unauthorised use of the Customer's personal information, the Supplier will notify the Customer thereof.
- 25.9 **PROTECTING YOUR PERSONAL INFORMATION**
- 25.9.1 By agreeing to the terms of this Agreement the Customer expressly consents to the processing of special personal information as defined in the Protection of Personal Information Act, 4 of 2013, by the Supplier.
- 25.10 **YOUR RIGHTS IN TERMS OF THIS CONSENT**
- 25.10.1 It shall remain the Customers obligation to update their personal information and special personal information as defined in the Protection of Personal Information Act, 4 of 2013.
- 25.11 **TRANS-BORDER FLOW OF INFORMATION**
- 25.11.1 The Customer hereby expressly consents to the processing of its personal information by way of the trans-border flow of information. This will occur where personal information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on the Customer's behalf.

I / We agree to the above conditions of hire and sale and further understand and acknowledge that: -

1. There are conditions which are only applicable to sale
2. There are certain conditions which are only applicable to hire
3. There are certain conditions which are applicable to both hire and sale
4. **That if amounts are not paid within 30 days of date of statement, interest may be charged at the rate of 18%.**
5. I/We understand that a legal binding contract has been entered into.
6. For the purposes of any action/application arising from this Contract/Trading Conditions/Hire Agreement form, I/We choose domicilium citandi et executandi at the street address mentioned hereinabove on Page 1.

SIGNED..... NAME:
(WARRANTING MY AUTHORITY TO EXECUTE THIS DOCUMENT)

ON BEHALF OF CAPACITY: DATE:/...../.....

HIRER: Initials and surname: _____ Signature _____

WITNESS: Initials and surname: _____ Signature _____

DEED OF SURETYSHIP

I/WE, THE UNDERSIGNED

(FULL NAMES AND SURNAME of the SIGNATORY(IES))

IDENTITY NUMBER(s) of the SIGNATORY(IES)

Do hereby bind myself/ourselves jointly and severally to and in favour of **B-ONE HOLDINGS (Pty) Ltd 1988/006069/07** including its trading division, **B-ONE HIRE**, (hereinafter referred to as "*the HIROR*") as surety for and co-principal DEBTOR/S *in solidum* by

(TRADING NAME OF THE HIRING COMPANY)

(hereinafter called "*the HIRER*"), for all or any amounts which may be due, or may at any time in the future and from time to time become owing by the HIRER to the HIROR in respect of any cause of indebtedness whatsoever, whether same be in respect of the supply of goods and/or services or hire charges, or in respect of any cheque, Promissory note or other negotiable instrument and Acknowledge of Debt or other instrument of debt.

I/We hereby expressly renounce the benefit of the following legal exceptions:

- a. Excusion — the right to require the HIROR to proceed first against the HIRER for payment of any debt owed to the HIROR before proceeding against me/us.
- b. Cession of action — the right to require the HIROR to give cession of action for payment of debts to me/us before any action against me/us may be taken.
- c. The right to an accounting from the HIROR.
- d. The benefit of simultaneous citation and division of debt, the right of a co-surety to be liable only for his/its pro-rata share of the principal debt.
- e. No cause of debt — the defence that there are no grounds for a debt.
- f. Error in calculation — the right to dispute the manner in which the indebtedness has been calculated or that it has been calculated incorrectly.
- g. Division of accounts — the defence that the accounts were not examined by me/us.
- h. No value received — the defence that I/we or the HIRER received no benefit with the full meaning and effect of which I/we declare myself/ourselves to be fully acquainted.
- i. Non receipt of goods and/or monies pursuant to our agreement for the payment of money or delivery of goods.

For the purpose of proving any amount due by me/us to the HIROR a certificate purporting to be issued by a person who describes himself as a manager/credit manager of the HIROR and whose position need not be proved, shall constitute *prima facie (refutable)* evidence of the amount owing by myself/us unto the HIROR arising from this Suretyship executed by me/us for purpose of judgment.

I/We hereby agree to action being instituted in the Magistrate Court in respect of any amount whatsoever which may be due and owing by the HIRER to the HIROR without prejudice to the HIROR's right to proceed in any other competent Court having jurisdiction.

I/We hereby **nominate the following physical address as my/our domicillium citandi et executandi** (*my/our physical address where I/we will accept legal servicing*) for all or any purpose arising out of the Hire Agreement or including any legal action which may be instituted by the HIROR against me/us:

(PHYSICAL ADDRESS OF COMPANY)

In the event of any action being instituted against me/us, as aforesaid, I/we agree to pay all or any legal costs incurred by the HIROR, including all or any ancillary charges or expenses related thereto, including attorney and client costs and collection charges and including travelling costs by air or any other mode of travel, as well as subsistence costs (including any accommodation costs) incurred by any representatives or witnesses of the HIROR.

It is agreed and declared that all admissions or acknowledgements of indebtedness by the Principal HIRER/s shall be binding on me/us.

Should the HIROR cede its claim/s and/or rights herein against the HIRER to any third party, then, this Suretyship shall be deemed to have been given by me/us to such cessionary, who shall be entitled to exercise all rights in terms of this deed of Suretyship as if such cessionary were the HIROR.

I/We agree that all the "*Terms & Conditions*" attached hereto and signed by me/us at the bottom of the page thereof shall, *mutandis* (similarly with the necessary amendments to be effected), be binding on me/us. Without in any way limiting the generality hereof, any evidence or mode of proof of any matter which would be admissible against the HIRER shall be admissible against me/us.

Any extension of time or latitude or indulgence shown to the HIRER, shall not be capable of being raised by me/us as a defence to any action by the HIROR against me/us and shall not prejudice the HIROR's rights against me/us. Any settlement or compromise reached with HIRER shall bind me/us as if same were a principal debt for which this deed is signed by me/us.

I/We specifically waive the right to plead in any action instituted by the HIROR against me/us that in respect of any act or inaction by the HIROR *vis-a-vis* (in relation to) THE HIRER, the HIROR has acted to my/our prejudice.

I/We further waive the right to plead in any action by the HIROR against me/us that this deed of Suretyship was to be signed by any other person or persons with me/us. Any indication at all that another person was also to bind himself in favour of the HIROR as a surety and co-principal debtor for the obligations of the HIRER shall be taken as *pro non scripto* (not having been reduced to writing) should such a person not bind himself as aforesaid.

I/We acknowledge and confirm that this Suretyship was fully completed at the time of signing it, that I/we fully understand the contents and implications of same and that I/we accept the terms and conditions as contained therein.

Dated at (*place*)..... on this..... day of 20.....

AS SIGNATORY: Initials & surname Signature

Initials & surname Signature

AS WITNESS: Initials & surname Signature

NAME OF HIRER:Order number.....

ORDER FORM ADDRESSED TO B-ONE HIRE

B-One Hire
VAT nr: 4160246379
Po Box 25122
Monument Park
0105
Tel: 0861 008 009 Fax: 012-664 0404
Email: mail@b-one.co.za
www.b-one.co.za



FIRST 31 DAYS RENTAL IS PAYABLE UPFRONT BEFORE DELIVERY.

Details of order:

Description	Qty	Rental (per 31 days)	No of services	Delivery	Total	Date

PLEASE NOTE THAT THIS CONTRACT DOES NOT TERMINATE AFTER 31 DAYS, ONLY TERMINATES AFTER WRITTEN CONFIRMATION IS RECEIVED. PLEASE REFER TO PARAGRAPH 15 OF THE TERMS AND CONDITIONS

NB! RENTAL CALCULATED PER 31 DAYS!

Delivery address:

Site contact details:

Contact number:

GPS Coordinates:

Directions Yes/No

Map attached Yes/No

Special instructions:

Please provide contact details for site foreman to arrange collections / deliveries.

**Termination of services will only be effected on receipt of 5 days
written notice by the client.**