

# CONDITIONS OF HIRE

1. DEFINITIONS  
“The Equipment shall mean the machine hereby hired, together with all its accessories and appurtenances unless inconsistent with the context hereof; the ownership of which shall at all times remain vested in “The Company”. “The Company” shall mean A Square Forklift (Pty) Ltd and shall be synonymous with “The Owner”. “The Hirer” shall mean the person, company, firm, business, partnership, etc. hiring from the company.
2. The Company hereby hires and the Hirer hereby takes into hire the Equipment the particulars of which are set out on the reverse side hereof. The Hirer acknowledges that he has received the Equipment in good order and repair with the fuel tank properly filled. The Hirer undertakes to deliver the Equipment to the Company in the same good order and repair as that in which the Hirer received it from the Company. Should the Hirer, however, fail to do so, then he shall be liable to the Company for any loss or damage which the Company may have sustained as a result of such failure.
3. The Hirer hereby undertakes that during the currency of this Agreement;
  - 3.1 that he will NOT permit the Equipment to be driven by any person who is untrained, unskilled or unlicensed in the operation of the Equipment;
  - 3.2 that he will NOT sub-let the Equipment and that he will not use the Equipment or permit the Equipment to be used for any unlawful purpose or for shunting, towing or lifting a load with a single fork;
  - 3.3 that he will not convey articles or goods which may cause damage to the Equipment;
  - 3.4 that he will immediately report to the Company any breakdown of the Equipment or any collision involving the Equipment or theft thereof.
  - 3.5 the Hirer hereby acknowledges that all repairs to the equipment must be carried out by the Company.
  - 3.6 In the event of the Hirer having carried out any repairs to the Equipment without the prior written approval of the Company, the cost of such repairs shall be borne by the Hirer. Any additional repairs required as a result thereof will be for the Hirer's account
  - 3.7 the Hirer shall be responsible to provide hour meter readings on request.
  - 3.8 the Hirer shall be responsible to carry out and keep record of daily checks that may be required on the Equipment. Daily check lists will be provided by the Company to the Hirer in electronic format. It remains the Hirer's responsibility to ensure that they have the required check lists, and to request the same from the Company in writing if they do not have it. The Company shall reserve the right to request such check lists from time to time.
  - 3.9 the Hirer hereby agrees to make the Equipment available during the Company's normal business hours to attend to breakdowns and planned maintenance
  - 3.10 the Hirer shall be responsible for the maintenance and replenishment of all ancillary Equipment e.g. fire extinguishers, tracking devices, etc.
  - 3.11 the Hirer shall be responsible to refuel all Equipment prior to being returned to the Company. In the event that Equipment is not refueled, the Company will refuel the Equipment which will be charged to the Hirer.
4. The Hirer hereby indemnifies and holds harmless the Company against all claims of whatever nature and howsoever arising which may be made against the Company resulting from the use of the Equipment by the Hirer of the manner in which it is driven by the Hirer.
5. The Hirer or other driver of the Equipment shall not be deemed to be the agent, servant or employee of the Company and in the event of the company furnishing the Hirer with a driver for the Equipment, such driver shall be deemed to be in the employ of the Hirer for the period of this Agreement and acting within the course and scope of his duty, with no liability for loss or damage for the Company.
6. The Company shall not be liable for the loss or damage to any property left or transported in or upon the Equipment, irrespective of whether or not the loss or damage resulted from the negligence of the Company. The Hirer hereby assumes full responsibility for such loss or damage and waives all claims against the Company arising therefrom, and the Hirer hereby indemnifies the Company in respect of all claims howsoever arising.
7. The Hirer hereby acknowledges that same as recorded in the Agreement, the company has given no warranty, whether express or implied, concerning the Equipment or its accessories, appurtenances or performance, it is recorded that the Hirer shall have no claim against the Company for any damage whether to person or property, sustained by the Hirer as a consequence of his use of the Equipment.
8. The Company shall not be obliged to permit any extension of time of the specified period of hire. Should the Hirer wish to extend the period or term of hire, he shall notify the Company prior to the expiry of his Agreement and in the event of the Company agreeing to such extension, the Hirer shall be responsible for the payment of all additional hire charges to the date of return of the Equipment to the Company by the Hirer. In the event of the Hirer failing to notify the Company of any extension of the specified period of time, it will be presumed by the Company that the Hirer has absconded with the Equipment and the Company shall be entitled, on a basis of this presumption, and without recourse to the Hirer, to report the Equipment as stolen.
9. The Hirer shall pay on presentation of invoice at the end of each month while the Equipment is on hire or at the expiry of the hire whichever is the earlier.  
In the case of long term, invoices are payable in advance by bank debit order.
10. The Hirer shall be obliged upon demand to pay the Company such costs arising out of any damage and/or mechanical repairs which may be necessary to re-instate the Equipment into the same condition that it was in at the time when the Company handed the Equipment over to the Hirer, fair wear and tear accepted. This will include but is not limited to replacement tyres, forks, brushes, squeegies etc (consumables) or replacement batteries and chargers. If the equipment is delivered with new consumables, replacement thereof is for the hirers account. If the equipment is delivered with used consumables, the first replacement will be fitted free of charge (unless as a result of damage or misuse), and all subsequent replacements required will be for the Hirers account.
11. The Hirer shall ensure full insurance cover is provided for the Equipment for theft, fire and damage and shall notify the Company immediately of any loss or damage to the Equipment. Should the Hirer make use of the Company's insurance, the Hirer shall pay any excess that may be applicable in terms of any insurance policy issued to or by the Company. If a unit is rendered un-usable or damaged, whether accidentally or due to negligence, the Equipment shall remain on rental until such time as the insurance claim is finalized, or, if no insurance claim is lodged, a Purchase Order is issued by Hirer to the Company. Any transport, callout and labour required to assess or to effect repairs shall form part of the repair cost. The Hirer shall have no claim or defense against the Company if all costs in respect of the replacement or repairs of the Equipment are not recovered in full from the insurer. Should a claim be rejected by the insurer, either in part or in full, the Hirer shall remain responsible for the cost of repairs or replacement, whichever is applicable.
12. The Company shall not be obliged to place another unit at the disposal of the Hirer in the event of the Equipment having been damaged, stolen or rendered unusable. Should a replacement unit be required, it shall be billed at the same rate as the damaged Equipment.
13. Lost keys will be charged at R500-00. This includes delivery thereof within a 50 Km radius.
14. A loading/offloading time of 30 minutes is allocated for deliveries. Standing time of delivery vehicles which exceed the allocated offloading or loading time shall be charged at half of the Company's labour rate per hour or part thereof.
15. The Equipment always remains the property of the Company, and under no circumstances forms any part of the Landlords Hypotech.
16. If the Hirer commits any breach of this Agreement, the Company shall be entitled to cancel this Agreement, to recover possession of the Equipment and/or to obtain payment of any damages the Company may have sustained as a result thereof. In such an event the Hirer shall also be liable for all collection fees, tracing fees and any legal cost incurred by the Company on Attorney and own client scale.
17. The word “he” wherever used in reference to the Hirer in this Agreement shall in the event of the Hirer being a firm, partnership, company, association, etc. be deemed to refer to such firm, partnership, company, association, etc.
18. The parties hereto hereby consent to the jurisdiction of the Magistrates Court in respect of any proceeding arising from this Agreement, irrespective of the amount claimed and/or the value of the goods involved and the Hirer hereby consents in terms of the Magistrates Court Act 32 of 1944 as amended to the jurisdiction of the Magistrates Court Johannesburg.
19. The Hirer hereby warrants that all statements made by him in the Agreement are correct and that, if he is acting in representative capacity, he is duly authorized and empowered to enter into this Agreement.
20. Any indulgence by the Company regarding the strict compliance by the Hirer of the Terms and Conditions of this Agreement shall in no way be construed as a waiver by the Company of its rights hereunder and it shall always be entitled to call upon the Hirer to comply with all or any of the Terms and Conditions hereof.
21. Monthly rental in excess of 3 months require a notice period of one month.