

Customer Application Form

Full Trading Name							
VAT Registration Number				Company Registration Number (CK No)			
Postal Address				Physical Address			
Telephone Number							
Contact Person on Site Responsible for Breakdowns, Servicing Arrangements & Hour Meter Readings				Contact Person Responsible for Paying Account			
Telephone Number				Telephone Number			
E-mail Address				E-mail Address			
Contact Person Responsible for Issuing Purchase Order Numbers for Quotations or Chargeable Work				Contact Person Responsible for Rentals and Sales on Capital Equipment			
Telephone Number				Telephone Number			
E-mail Address				E-mail Address			
Does the company require order numbers to be reflected on the invoices? (Circle)		Yes / No		Does the company need to issue a PO prior to any work carried out? (Circle)		Yes / No	
Business Type (tick appropriate)	Public Co	(Pty) Ltd	Sole Proprietor	Partnership	Close Corp	Premises (Circle) Owned / Leased / Rented	
Name of Directors, Owners, Partners, etc)	ID Number		Residential Address			Cellular Number	
Trade References (at least 3 major references NO COD accounts) Supplier Name and Contact Person	Telephone Number	Ave. Amt Spent p/m	Payment Terms	Rating	Duration		
Bank Name			Branch Code & Name				
Account Name			Account Number				
List sureties, Notarial Bonds, Liquidations etc against the Company or any of its Principals:							

1. Careful note has been taken of attached conditions of hire. All rates above are excluding VAT & Fuel. Payments are due in advance.

2. Copies of ID Books of Directors & authorized signatory of Company, copy of the company registration documents and copy of VAT registration document must be attached to the application form, along with bank account confirmation letter.

I/We the undersigned under due authority of the Applicant Company hereby certify;

- 1 That the above information is true and correct.
- 2 That the Applicant Company agrees to the terms and conditions of this agreement.
- 3 I/We consent to you and your cessionary/cessionaries making enquires on the Applicant Company's credit records and trade references with any credit reference agency or any third party to confirm the details provided and for the purposes of considering the application.
- 4 I/We confirm that I/We are duly authorised to agree to this consent on behalf of every director, shareholder, member and/or associate of the Applicant
- 5 As signatory to this applicant, I/We hereby indemnify you or your cessionary/cessionaries against any claim that may be made against you or your cessionary/cessionaries by the Applicant Company and any of the Applicant Company's directors, shareholders, members and/or associates of the Applicant Company by virtue of this consent."

Date

Name & Title of Authorised Signatory

Signature

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.



**The Protection of Personal Information Act No. 4 of 2013
("POPIA"/"POPI")
CUSTOMER PRIVACY NOTICE**

This Notice explains how we obtain, use and disclose your personal information, in accordance with the requirements of the Protection of Personal Information Act ("POPIA").

A Square Forklift knows that you care how information about you is used and shared and we appreciate your trust in us to do that carefully and sensibly.

This policy describes the types of personal information that we may collect about you, the purposes for which we use the information, the circumstances in which we may share the information and the steps that we take to safeguard the information to protect your privacy.

As used throughout this policy, the term "the Company", "us" or "we" refers to A Square Forklift, a division of Bidvest Commercial Products (Pty) Ltd and its affiliates in South Africa and worldwide.

By engaging with us, you are accepting and consenting to the practices described in this privacy policy. Personal Information

Any personal information provided to or gathered by the Company is controlled by us. Our physical, postal, telephonic and electronic addresses are as follows:

A Square Forklift, a division of Bidvest Commercial Products (Pty) Ltd

Postal Address:	P.O. Box 166790, Brackendowns, 1454
Telephone number:	011 900 1777/8
Fax number:	011 900 3993
Email address:	retief@asquare.co.za
Company Website:	www.forklift.co.za
Information Officer:	Retief Greeff
Deputy Information Officer:	Thandiwe Khunou



A Square Forklift, a division of Bidvest Commercial Products (Pty) Ltd
8 Delfos Avenue, Alrode South, Alberton | P.O. Box 166790, Brackendowns, 1454
National Sales No: 0860 FORKIE (0860 367543)
+27 (0)11 900 1777/8 | Web: www.forklift.co.za
Reg: 2011/010523/07 | VAT: 4940307137



What personal information do we collect?

The information we collect from you from any forms you may complete or via our website may include:

- ID Number
- Residential Address
- Telephone No.
- Email Address

Contacting us via our Website or otherwise:

When you use the website (our "Site") or contact us by post, telephone, email, or other electronic communication, we collect, store and use certain personal information that you disclose to us. This includes details such as your name, address, telephone, email and mobile phone number where this is required for our own billing purposes. If you contact us, we may keep a record of that correspondence. It is expressly prohibited for any person, business or entity to gain unauthorised access to any page on our Site or to deliver or attempt to deliver any unauthorised, damaging or malicious code thereto.

What do we do with personal information collected from you?

We use personal information to provide the services and products you request from the Company such as:

- Forklift Rental
- Forklift repairs and maintenance

In addition, we use this information to improve our customer services platform, prevent or detect fraud or abuses of our website and enable third parties to carry out technical, logistical or other functions on our behalf. The Company retains the copyright in databases of personal information of our customers and website users.

If you apply for employment at the Company, we use the personal information you supply to process your job application.

Other than as set out in this privacy policy we will not share your personal information with third parties for marketing or any other purposes without your consent, unless we are required to do so by law.

Does the Company share the information it receives?

Information about our customers is an important part of our business and we do not sell it to others. The Company shares customer information only as described below.

Third Party Service Providers: We employ other companies and individuals to perform functions on our behalf. Examples include credit checks and repairs and maintenance by third parties contracted by the Company.

Third party service providers have access to personal information needed to perform their functions, and may not use it for other purposes. Further, they must process the personal information in accordance with this privacy policy and as permitted by South African data protection legislation.

Protection of the Company and others: We release account and other personal information when we believe that such a release is appropriate to comply with the law; enforce or apply our customer or other agreements; or protect the rights, property or safety of the Company, our users or others. This includes exchanging information with other companies and organisations for fraud protection and credit risk reduction. Obviously, however, this does not include selling, sharing or otherwise disclosing personally identifiable information from customers for commercial purposes in a way that is contrary to the commitments made in this privacy policy. With your consent, other than as set out above, you will receive notice when information about you might go to third parties and you will have an opportunity to choose not to share the information.

How secure is information about me?

We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of personally identifiable information. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you. Customers and website users where necessary, and whether applicable now or in the future undertake not to use any user name or passwords relating to any other person.

Storage of data: We retain your personal data only for the period necessary for the purposes set out in this Policy or in accordance with the provisions of any applicable legislation.

What choices to I have?

You have the right to request a copy of the personal information we hold about you or to object to the processing of personal information held about you.

To do this, contact us at the numbers/addresses listed earlier and specify what information you would like. We will take all reasonable steps to confirm your identity before providing details of your personal information.

You have the right to ask us to update, correct or delete your personal information.

You may do this by contacting us at the numbers/addresses provided earlier. We will take all reasonable steps to confirm your identity before making changes to personal information we may hold about you. We would appreciate it if you would keep your personal information accurate. Please update your information by contacting us at the numbers/addresses provided earlier whenever your details change.

Please note that we may amend this Policy from time to time.

Notices and Revisions

If you have any concern about privacy at the Company, please e-mail us a thorough description and we will try to resolve the issue for you. Our business changes constantly and our privacy policy and our website terms and conditions will also change from time to time. Unless stated otherwise, our current privacy policy applies to all information that we have about you and your account. However, we stand behind the promises we make and will never materially change our policies and practices to make them less protective of member information collected in the past without the consent of affected customers.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to the Information Officer or Deputy Information Officer.

A handwritten signature in black ink, appearing to read 'Retief Greeff', written over a horizontal line.

Retief Greeff
Financial Manager



The Protection of Personal Information Act No. 4 of 2013

("POPIA"/"POPI")

AGREEMENT AND CONSENT DECLARATION CLIENTS/CUSTOMERS

You hereby declare and confirm that you, as the individual/company whose is providing personal information and hereinafter collectively referred to as the "Client", do hereby conclusively agree and understand that any/all information supplied to or provided by yourself, is done so in terms of the Protection of Personal Information Act, No 4 of 2013 and in terms of this agreement and consent declaration.

All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services as agreed upon.

By signature hereunder, all parties conclusively agree to abide by the terms and conditions as set out in this agreement as well as you irrevocably agree and acknowledge that all information provided, whether personal or otherwise, may be used and processed by the service provider, A Square Forklift, a division of Bidvest Commercial Products (Pty) Ltd. Further, it is specifically agreed that the service provider will use its best endeavors and take all reasonable precautions to ensure that any information provided is only used for the purposes it has been provided or collected.

By signature hereunder, all parties acknowledge that they have read all of the terms in this policy and that they understand and agree to be bound by the terms and conditions as set out in this agreement and the Protection of Personal Information Act, No 4 of 2013.

It is confirmed that by submitting information to the service provider, irrespective as to how such information is submitted, you consent to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.

Customer Company Name

Signature of Customer



Signature of Information Officer

A Square Forklift, a division of Bidvest Commercial Products (Pty) Ltd

Date

Date



A Square Forklift, a division of Bidvest Commercial Products (Pty) Ltd
8 Delfos Avenue, Alrode South, Alberton | P.O. Box 166790, Brackendowns, 1454
National Sales No: 0860 FORKIE (0860 367543)
+27 (0)11 900 1777/8 | Web: www.forklift.co.za
Reg: 2011/010523/07 | VAT: 4940307137

