

## HIRE CONTRACT APPLICATION FORM

(This is NOT an OFFICIAL ACCOUNT!)

Registered Name:		Name & Surname:	
Trading Name:		ID No:	
Trading Address:		Tel:	
		Cell:	
Postal Address:		E-mail:	
	Postal Code	Vehicle Reg No:	
Comp Reg No.:	Date of Reg:	Comp. Vat No:	
Trade Reference:	Contact Name:	Contact No.:	
1.			
2.			
3.			

1. We charge for time out, not time used. 2. **Insuring the goods is the responsibility of the hirer.** 3. Payment to be made in ADVANCE.

4. I agree to the full terms and conditions of Polokwane Equipment.

I, ....., hereby acknowledge that all the information is correct and reliable and that I understand and agree to Polokwane Equipment's terms and conditions. I authorize POLOKWANE EQUIPMENT to credit vet me and the company as may be required. I further authorize POLOKWANE EQUIPMENT to both trace and list me at Credit Bureaus should the need arise.

Signed at ..... on the ..... day of ..... 20.....

Signature: ..... Position: ..... Witness: .....

### DEED OF SURETY

I hereby interpose and bind myself unto and on behalf of **POLOKWANE EQUIPMENT** as surety in solidum and co-principal debtor for the due payment as specified above (hereinafter referred to as "the Debtor") to **POLOKWANE EQUIPMENT** of all such sum or sums of money which may at any time be or become owing by or claimable to or by **POLOKWANE EQUIPMENT** from any cause of debt whatsoever.

I renounce the benefits of excussion and division and all other exceptions that may be raised in law against a claim by **POLOKWANE EQUIPMENT** hereunder, the meaning and effect whereof I declare myself to be fully acquainted.

A certificate issued under the hand of a director or manager of the **POLOKWANE EQUIPMENT** shall be prime facia evidence of the amount due and such certificate shall be sufficient for the purpose of summary judgement or provisional sentence.

I agree and declare that it shall always be in the absolute discretion of **POLOKWANE EQUIPMENT** without notice to me to determine the extent, nature and duration of any advances or loans of money made and/or to be made to the Debtor, to grant time or other indulgences to the Debtor, to delay the date of repayment or vary the terms of any loan, to increase the rate of interest payable thereon, to re-advance any moneys repaid, to make further advances, to release the whole or any portion of any security or to release any co-principal debtor or co-surety and to compound or make any arrangements with the Debtor. All admissions and acknowledgments of indebtedness by the Debtor shall be binding on me. In the event of insolvency, liquidation, assignment or compromise no dividends or payments which **POLOKWANE EQUIPMENT** may receive from the Debtor shall prejudice its rights to recover from me to the full extent of this guarantee any sum which, after the receipt of such payments or dividends, may remain owing by the said Debtor, provided this clause shall in no way oblige **POLOKWANE EQUIPMENT** to excuse the principal Debtor before proceeding against me and any action by **POLOKWANE EQUIPMENT** under this clause may be taken without reference to me and such action shall in no way affect, limit or prejudice me liability hereunder.

I acknowledge that this suretyship shall remain in force as a continuing security notwithstanding any fluctuation in the account and the Debtor indebtedness to **POLOKWANE EQUIPMENT** until **POLOKWANE EQUIPMENT** shall have agreed in writing to cancel the suretyship.

I hereby consent in terms of Section 45 of Act 32 of 1944 to **POLOKWANE EQUIPMENT** taking any legal proceedings for enforcing any of its rights under this suretyship in the Magistrate's Court of any District having jurisdiction by virtue of Section 28(1) of the aforesaid Act.

I hereby choose domicilium citandi et executandi as per the above address

THIS DONE AND SIGNED AT ..... on the ..... day of ..... 20.....

Signature: ..... Witness: .....