



Hire Link

Hire Link Plant Tool & Access (Pty) Ltd t/a
HireLink (Reg nr 2019/381797/07)
Tel: 062 856 6036
Email: info@hirelink.co.za

PRIVATE INDIVIDUAL APPLICATION TO HIRE:

Date of Approval of Application: _____ Client Code: _____

APPLICANT DETAILS:

Title, Name and Surname: _____

ID Number: _____

Cell Number: _____ Work Number: _____

Home Number: _____ Email: _____

****Residential Address****

** I choose this address as my domicilium citandi et executandi address and I understand that all legal notices and pleadings will be served at this address unless I amend my chosen domicilium address by way of email to Hire Link **

****Delivery Address (if not same as Residential Address)****

Is the residential address: Owned or Leased?

Name, Address, Contact Number of the Landlord (if leased): _____

EMPLOYER DETAILS:

Employer Name: _____ Employer Telephone number: _____

Employer Physical Address: _____

MARITAL STATUS:

Married / Single / Divorced / Widowed

If married -

Full Name of Spouse: _____ Spouse ID. Number: _____

Spouse Cell Number: _____ Spouse Work Number: _____

Spouse Email Address: _____

INVOICES:

Email address to which Invoices will be sent: _____

Tel Number of contact person at accounts: _____

Cell Number of this contact person: _____ Fax: _____

Applicant to initial each page: _____

SELECT A PAYMENT OPTION:

1. **Deposit to be paid with upfront hire per hire and then final payment upon receipt of invoice from Hire Link:** _____

**The deposit calculation is based on the value of the equipment as well as the daily rate of the equipment hired. Once the equipment is returned to us you will either be requested to make the final payment as per the invoice handed to you, or you will receive a refund from Hire Link. The deposit is not a full payment for due amounts to Hire Link. The deposit is only a calculation of possible outstanding amounts and the calculation of the actual outstanding amount will only be done upon return of the goods and/or once you are furnished with an invoice for payment* If you intend to utilise our hire services less than five times within a period of four months you must choose this option.*

2. **Large deposit per hire to be paid and then final payment upon receipt of invoice from Hire Link:** _____

**The deposit calculation is based on the value of the equipment as well as the daily rate of the equipment hired. Once the equipment is returned to us you will either be requested to make the final payment as per the invoice handed to you, or you will receive a refund from Hire Link. The deposit is not a full payment for due amounts to Hire Link. The deposit is only a calculation of possible outstanding amounts and the calculation of the actual outstanding amount will only be done upon return of the goods and/or once you are furnished with an invoice for payment* If you intend to utilise our hire services more than five times within a period of four months we suggest you choose this option.*

Periodic TOPUP payments will be required on negative accounts

Payment plan approved by Hire Link: _____ **Sign :** _____ **(OFFICE USE ONLY)**

VALIDATE BANKING DETAILS (No Account Number Requested) :

Bank Name: _____ Account Name: _____

Branch and Code: _____ Type of Account: _____

YOUR AFFORDIBILITY:

Are you blacklisted? Yes / No

If Yes – by whom and in which amount: _____

Are you sequestrated / under debt review / under debt counselling? Yes / No

If Yes – you cannot proceed with this application without consent of your curator and/or debt councillor. Obtain consent.

If No – do you intend to apply for sequestration/debt review/debt counselling within the next six months? Yes / No

If Yes – you will have to pay in cash for each and every hire transaction before the equipment will be allowed of our premises and for a period of 2 months after which Gap-Hire will review and inform you via email of the outcome

OTHER:

List the details of two friends/family members not living at the same address as you:

Name: _____ Relationship: _____

Address: _____ Tel Number: _____

Name: _____ Relationship: _____

Address: _____ Tel Number: _____

Applicant to initial each page: _____

TAKE NOTE THAT:

1. This agreement is an agreement between Hire Link and the Applicant as well as the business as co-debtor of the applicant (hereafter referred to as the parties)
2. Agreement is made as per the details on this application form. Once your application to hire is accepted you will receive your customer number and you as the applicant and your business as co-debtor will be a customer/customers of Hire Link.
3. The most important terms of hire is attached to this application form and by signing this application form the applicant accepts same as binding on him/her (and the business per implication).
4. The Applicant hereby consents to Hire Link performing a verification of personal details and/or business details on ITC and or any other search by Hire Link or any of their representatives.

Applicant to print full name: _____ **Signature:** _____

Place of signature: _____ **Date:** _____

MOST IMPORTANT CONDITIONS OF HIRE:

1. The Applicant agrees by signing this Application form to be held personally responsible for all the services rendered by Hire Link to the Applicant and to the business (co-debtor of the applicant) mentioned above.
2. The Applicant agrees as per options to pay Hire Link, the indebted amount as soon as an invoice is issued by HireLink. The Applicant acknowledges that this invoice will generally be generated upon the return of the hired equipment/machinery to whichever vendor was utilized at the time of hire, this invoice will be generated on behalf of the applicant and the invoice will also be emailed to the email address provided.
3. If Hire Link is requested telephonically or otherwise to collect the hired goods from premises, the delivery note will be generated and will be handed to the person who is found to be in charge of the equipment/machinery when collected and the invoice will be emailed to the email address provided
4. Should you request Hire Link to collect the machinery at premises, you will still be responsible for the safe keeping of the equipment/machinery until it is collected and until you receive a delivery note from Hire Link' hire shop of choice, indicating that Hire Link' said hire shop of choice has taken possession of the machinery. You are liable for any loss/theft/damage for the period until Hire Link' hire shop of choice again take possession of the equipment/machinery.
5.

Initial

 Equipment in good order and repair-
 - a. The equipment shall be deemed to be in good order and repair and fit for the purpose for which it is intended when delivered to the applicant, unless the applicant notifies Hire Link of any defects immediately upon taking delivery.
 - b. Hire Link shall, in its sole discretion, decide whether the equipment is defective or unfit for the purpose for which it is intended, and shall be entitled to either terminate this agreement or refund the deposit and any hire charges paid, or shall replace the defective equipment.
 - c. The Applicant shall immediately notify Hire Link of any breakdown. 3rd Party Shops shall be entitled to repair or replace the equipment at its cost at their principal place of business unless "they", in their sole discretion determines that the breakdown is due to improper use of or failure to service and maintain, in which event the Applicant shall on demand reimburse applicable hire shop with all costs incurred as a result of the breakdown. In this event applicable hire shop shall issue a certificate of indebtedness to the Applicant which will be sufficient proof as to the amount payable to applicable hire shop
 - d. The Applicant shall return the equipment in a clean state and in good order and repair, fair wear and tear excepted.
 - e. The Applicant shall use the equipment at its own risk, and indemnifies Hire Link or 3rd party hire shop against any claims of any nature brought against it by the Applicant's employees, agents, or representatives or third parties arising out of use of the equipment while under the control of the Applicant in terms hereof. The Applicant shall have no claim of any nature against Hire Link or 3rd party hire shop for any loss suffered or damages sustained by the Applicant arising from any cause, including, without limitation, the use of the equipment and provisions thereof.
6. This is the only agreement between the parties and no addition, amendments or consensual cancellation shall be of any force or effect unless such addition, amendment or cancellation is incorporated herein and reduced to writing and signed by both parties. No relaxation or indulgence by Hire Link shall in any way prejudice the Hire Link's rights and shall not be regarded as a waiver or such rights or as a novation of this agreement. This is a summary of the terms and conditions of Hire Link and is applicable to this transaction between the applicant and Hire Link.
7. This application to hire equipment from Hire Link becomes binding as soon as a client/customer number is allocated to you and the customer number will be displayed on this form as well as on all further documents from Hire Link.
8.

Initial

 The Applicant confirms that he/she will be personally liable for all amounts owed to Hire Link for Services rendered and equipment/machinery hired on this specific customer number. The applicant confirms that the business as stated will be invoiced and may be added as a second defendant in any legal proceedings. Hire Link will be able to sue a summons against the applicant alone or against the applicant and the business, at the sole discretion of Hire Link, to ensure that outstanding amounts are paid. For this purposes the business will be regarded as a co-debtor to the amounts owed under the specific client number of the applicant.
9.

Initial

Please note that you are responsible to insure the equipment/machinery that you hire from us. Hire Link insurance only cover loss when the equipment/machinery is on the actual premises of Hire Link. The onus is on you to call your insurance and to insure this equipment/machinery for the period that you will be using this equipment/machinery. Should equipment/machinery get lost and/or stolen while in the possession of the applicant and/or any agent of the applicant and/or any employee of the applicant and/or any contractor of the applicant and/or any other person, the applicant will be requested to replace the stolen and/or lost equipment/machinery at the replacement value thereof on date of the equipment get stolen/lost/misplaced.
10. Should the applicant opt to replace the stolen equipment/machinery this replacement must take place within 14 (fourteen) days of the equipment/machinery got stolen or lost.
11. The Applicant must replace the exact equipment with an equivalent thereof and not a second hand piece of equipment.
Should the applicant fail to replace the goods the applicant will then be liable to refund Hire Link the replacement value of the stolen and/or lost equipment/machinery as on date of the equipment get stolen/lost/misplaced. In this event, Hire Link will furnish the applicant with an invoice for the replacement value thereof and will this invoice be prima facie evidence of the value of the stolen and/or lost equipment/machinery.
12.

Initial

 Hire Link will not be requested to prove this replacement value, by way of expert evidence or damages affidavits. The applicant needs to refund the replacement value to Hire Link within 10 (ten) days after receipt of the invoice. The invoice will be sent via post, fax, e-mail or hand delivered, within the discretion of Hire Link. Should the applicant fail to refund Hire Link, legal action will be taken against the applicant. This is why it is of the utmost importance that the applicant takes note of paragraph 9 above
13. The Applicant confirms that he/she will be responsible for all legal costs (on an attorney and client scale) incurred by Hire Link IF the need arises for Hire Link to hand this matter over for collection to an Attorneys Firm. These legal costs on the attorney and client scale will include actual invoices received from counsel if counsel was briefed for specific tasks and collection commission of 15% of the outstanding amount handed over as well as on the amount to be paid for interest. I consent to an interest rate of 15.5% per year and from the date of the last invoice rendered to me. As soon as the matter is handed over for collection to an attorneys firm I will immediately be liable for payment of the collection commission of 15% even if I make payment of the outstanding amount before summons is issued against me.

Applicant to initial each page: _____

14. Hire Link does not have standard tariffs and these tariffs do not include VAT. For a full schedule of tariffs, please enquire on our email address. You will be billed per day or week as per hire and not per time used. The invoice will set out the tariff charged as well as the period you are being charged for. Should you dispute this invoice, you need to notify the account manager at Hire Link within 7 (seven) days after you have received the invoice. Your dispute must be in writing and must be emailed to the account manager at Hire Link. Our email address is: info@hirelink.co.za
15. The parties consent to the jurisdiction of the magistrate court (if the outstanding amount is less than R200 000.00) and the regional court for any amount exceeding R200 000.00 and even if the amount falls within the jurisdiction of the High Court. If the amount is above R200 000.00 the parties agree to the jurisdiction of the Regional Court.

We require the follow copies to be attached:

1. Copy of Applicant's ID
2. Proof of Applicant's residential address (water and electricity bill)
3. If you are renting a trailer – your original driver's license is required plus a copy thereof
4. Confirmation letter from bank

No approval can be made unless all required information and documents have been submitted. We are unable to process your application if it is incomplete.

OFFICE USE ONLY:

Captured by (Name): _____ Approved by (Name): _____

Signature: _____ Signature: _____

Date: _____

Applicant to initial each page: _____