



SEWTRONIC CC

SEWING MACHINES

P.O. BOX 13208
MOWBRAY
7705
CAPE TOWN
SOUTH AFRICA

UNIT 12M BUSSINESS PARNTERS
INDUSTRIAL PARK.
LOWER SCOTT ROAD
OBSERVATORY
7925

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HIRE APPLICATION

REGISTERED NAME OF BUSINESS: _____

TRADING NAME OF BUSINESS: _____

SOLE PROPRIETOR ☐ PARTNERSHIP ☐ (PTY) LIMITED ☐ CLOSE CORP ☐ OTHER

REGISTRATION NUMBER OF CORPORATION: _____ V.A.T. REGISTRATION NUMBER: _____

PHYSICAL ADDRESS OF BUSINESS: _____

DELIVERY ADDRESS IF DIFFERENT: _____

POSTAL ADDRESS: _____

TEL: () _____ FAX () _____ CELL: _____ EMAIL: _____

DELIVERY PREMISES: ☐ OWNED ☐ LEASED: NAME OF LANDLORD _____ TEL: _____

DETAILS OF: ☐ PROPRIETORS ☐ %SHARES ☐ DIRECTORS ☐ MEMBERS ☐ PARTNERS.

FULL NAME: _____ ID NO: _____

RESIDENTIAL ADDRESS: _____

FULL NAME: _____ ID NO: _____

RESIDENTIAL ADDRESS: _____

HOW LONG HAS PROPRIETOR(S) OWNED THE BUSINESS? _____

AUDITOR'S / FINANCIAL OFFICER'S NAME: _____ TEL: () _____

BANKER'S DETAILS: INSTITUTION _____ BRANCH & CODE _____

ACCOUNT TYPE: _____ ACC NAME: _____ ACC NO _____

TRADE REF1: NAME _____ TEL: () _____ CREDIT LIMIT _____

TRADE REF2: NAME _____ TEL: () _____ CREDIT LIMIT _____

TRADE REF3: NAME _____ TEL: () _____ CREDIT LIMIT _____

LIST ALL SURETIES, CESSION OF DEBTORS, NORTATIAL BONDS, JUDGEMENTS: _____

CERTIFICATE COPIES OF CK 1 FORM (if applicant is a close corporation) ARE REQUIRED.

I HEREBY CERTIFY THAT ALL THE ABOVE INFORMATION IS TRUE AND CORRECT.

SIGNED: _____ DATE: _____

PRINT NAME: _____ COMPANY DESIGNATION OF SIGNATORY: _____

ACKNOWLEDGEMENT

I/We do request you to supply machines to us from time to time on hire, should you agree to do so. I/We hereby agree and acknowledge that all our dealings with you will be upon and subject to your standard terms and conditions of rental, particulars of which are set forth hereunder of any formal amendment thereof from time to time which you advise us of in writing or by registered post.

STANDARDS TERMS AND CONDITIONS OF HIRE

In these terms and conditions "The Lessor" shall mean SEWTRONIC INDUSTRIAL SEWING MACHINES CC.

1. DELIVERY AND RETURNS

- (a) The hirer acknowledges that the machine/s are in good working condition on delivery and undertakes that the machine/s will be returned together with all its accessories in the same condition as when received at the place and date specified on the invoice, or on earlier demand by the lessor for any reason whatsoever.
- (b) In the event of the hirer wishing to extend or terminate the duration of use beyond or before the due date specified, then the hirer shall notify the lessor telephonically or by post one week before the expiration date.
- (c) The hirer agrees that if any machine/s are returned after the first month due date or any of the following months due dates and the hirer has not notified the Lessor in writing or telephonically that the hirer is/are returning machine/s within the specified period on invoice or statement. Then the hirer is/are liable to pay for the following month or part month payments specified by the lessor.

2. PAYMENTS

- (a) The hirer shall pay the Lessor on demand all charges indicated on the overleaf. The signatory to this agreement, should he be a person other than the hirer, binds himself jointly and severally as surety and co-principal debtor with the hirer for all the hirer's obligations under this agreement. Every reference herein to the hirer shall be deemed to include a reference to the signatory to this agreement.
- (b) The price for every hired machine made by the hirer shall be payable C.O.D. (cash on delivery), and becomes payable on the same day every month until otherwise invoiced.
- (c) If any payment for hired machine/s is overdue, then all outstanding payments on hired machines and spares made from the Lessor shall immediately become due and payable despite any other provision made in this agreement.
- (d) In the event of payment not being made within the specified times of this agreement for whatever reasons. The hirer agrees that any machines that the hirer has hired can be collected immediately and that a collection charge is in order.
- (e) In the event of the hirer failing to effect payment of any amount on due date, interest shall immediately become due and payable. Interest will be charged at 2.5% from due date to due date.
- (f) If the hirer should fail to object to any item appearing on the Lessors tax invoice or Statement of account within four days of the date of dispatch of the Tax invoice or statement, the account shall be deemed to be in order and the hirer shall be deemed to have received delivery of each and every item appearing on such Tax invoices or statements.
- (g) The hirer agrees to pay all telephone calls plus R1.00 which Lessor has to undertake to retrieve outstanding and overdue accounts.
- (h) The hirer agrees that any machine/s returned after any due date/s specified, that the hirer will be liable to pay the full month or part month rental, which will be left solely to the Lessor's discretion.
- (i) The Lessor shall, in its sole discretion, will be entitled to take possession of any hired machines which has not yet been paid for on delivery or on over due accounts.

3. MAINTENANCE AND REPAIRS

- (a) The hirer accepts and understands that the hirer is responsible for maintaining the machine/s hired for duration of the hired period, which the hirer has tested in the presence of the Lessors personnel and has found to be in proper working order on delivery.
- (b) The Lessor will not be held responsible for any consequential losses whatsoever that may occur from time to time due to breakdowns, electric faults, inexperienced staff tampering with the specific functions of the hired machinery, thus delaying production.
- (c) The hirer agrees that the Lessors staff or a suitably qualified mechanic, (NO BACK STREET MECHANICS), shall do maintenance to machine/s on hire.

- (d) The hirer agrees that any foreign parts, missing parts or damaged parts found on the hired machine/s on return to the Lessor, will be replaced at the hirer's expense.
- (e) The hirer agrees that any machine/s returned at the end of the hire period which is/are not in the same condition that it was when hired to the hirer. All labour and spares, which the Lessor had to undertake to overall and restore machine to its previous condition, will be charged to the hirer.

BREACH

Without in any way derogating from the generality of any provision of this agreement, it is recorded that, in the event of the hirer either

- (a) Failing to return the Machine/s on the date specified overleaf; or
 - (b) In any manner tampering or removing parts of the machine/s; or
 - (c) Committing any other breach of the agreement:
- Then the hirer shall automatically forfeit all benefits available under every form provided in terms of this agreement, and shall be liable for the full extent of any damage to the Machine/s, as well as any other costs that the Lessor might suffer.

4. The hirer agrees that it is prohibited to hire any of the hired machines supplied to a third party or parties. Or to rent on behalf of someone that the Lessor has refused to supply machines because of bad debt or any other reasons.

5. JURISDICTION

- (a) The Applicant hereby consents to the jurisdiction of the Magistrate's court having jurisdiction over it's person in respect of all respects of all proceedings connected with this application exceed Court's jurisdiction.
- (b) Notwithstanding the foregoing SEWTRONIC cc shall be entitled to institute all or any proceedings against the Applicant connected with the application in any division of the Supreme Court of South Africa having jurisdiction.

6. A certificate issued under the hand of a Member of Designate of the Supplier shall be prima facie evidence of the amount due by the hirer and such certificates shall be sufficient for purposes of Senary Judgement or Provisional Sentence.

7. In the event of action being instituted against the hirer by the lessor, the hirer agrees to pay costs on the Attorney and own client scale including collection commission payable in terms of law.

8. In this Agreement, unless the content otherwise requires, the words imparting the singular shall include the plural and vice versa.

9. Unless expressly agreed to in writing by the lessor, no qualification or variation or waiver of the said terms and conditions which is inconsistent herewith shall be deemed to be of any force or effect, nor shall any relaxation or indulgence accorded by the lessor to the hirer prejudice the rights of the lessor or stop the lessor from exercising its right unless contained in writing.

10. The hirer agrees that any lassitude, allowance or indulgence whatsoever, which the lessor may grant the hirer particularly with the regard to the foregoing, shall not be construed to be a waiver of any rights that the lessor might have against the hirer.

11. The hirer warrants that the above information is true and correct, and undertakes to notify in writing any material change of details shown on this page one including change of ownership, name or address.

12. The hirer hereby chooses domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof, at his respective addresses given on overleaf. Any notice of any change in such address shall be given in writing and delivered by hand or sent by registered mail to lessor upon notification of which the address so notified shall serve as the new domicilium citandi et executandi as aforesaid.

The hirer declares that the information herein furnished is true and correct in every respect and that the hirer has the authority to sign this agreement, and that the hirer has not withheld any information that may reasonably cause the lessor to decline to enter into this agreement.

DATUM: _____ HANDTEKENING: _____
DATE: _____ SIGNATURE _____

PRINT NAME _____