

APPLICATION FOR AND CONDITIONS OF HIRE FACILITIES- INDIVIDUAL

("Coastal Hire")

(PLEASE PRINT CLEARLY USING BLACK INK)

CONTACT INFORMATION

NAME & SURNAME

"referred to as the Customer"

ID NO

POSTAL ADDRESS:

RESIDENTIAL ADDRESS

TELEPHONE NO:

CELL NO.:

FAX NO.:

WOULD YOU LIKE TO RECEIVE MARKETING/PROMOTIONAL MATERIAL FROM COASTAL HIRE?

YES ☐

NO ☐

EMAIL

BANK:

BRANCH NAME:

BANK CODE:

ACCOUNT NO.:

NAME AND TELEPHONE NUMBER OF THREE TRADE REFERENCES

1. COMPANY NAME:

TELEPHONE NO.:

2. COMPANY NAME:

TELEPHONE NO.:

3. COMPANY NAME:

TELEPHONE NO.:

CLOSEST RELATIVE NOT LIVING WITH YOU RELATIONSHIP:(APPLICABLE IN THE CASE OF INDIVIDUAL APPLICATION)

RELATIVE NAME & SURNAME	CELL NO.	RESIDENTIAL ADDRESS	TELEPHONE NO.

EMPLOYER (APPLICABLE IN THE CASE OF INDIVIDUAL APPLICATION):

COMPANY NAME	TELEPHONE NO.	RESIDENTIAL ADDRESS	POSITION HELD

- (1) I, /We the undersigned, warrant that the information above is true and correct and that I/we are duly authorised to sign this application and that we have made full and honest disclosure of the financial status of the Customer. I/We agree that any order, request and/or agreement between the Customer and Coastal Hire shall be subject to the terms and conditions in this application, which we have read and understood.
- (2) If the Customer is a juristic person, I/We certify that the asset value or annual turnover of the Customer at the time of signature, is in excess of:
1. Asset Value:- R2 000 000.000 ☐ YES ☐ NO Tick applicable blocks
2. Annual Turnover:- R2 000 000.000 ☐ YES ☐ NO Initial
- (3) I understand the risks in hiring the equipment from Coastal Hire as well as my liabilities in the event of damage to or loss of the Equipment hired.

DEEMED THEFT

- (4) I/We acknowledge that the Equipment Hired is hired for a specific period only and that should I/we fail to return the Equipment Hired on the return date indicated on the Hire Note, or fail to notify Coastal Hire of my/our intention to extend the period of hire of the Equipment Hired, within a period 5 (five) days from the return date indicated on the Hire Note, it will be deemed that I/we have no intention to return the Equipment Hired and the Equipment Hired will be deemed to be stolen whereafter, Coastal Hire reserves the right to report, without any further notice, the theft of the Equipment Hired to the South African Police Services. Initial
- (5) I/We, consent and agree that this information may be used by Coastal Hire for the purpose of assessing the financial standing of the Customer, that Coastal Hire or its representative may contact and request any material information from any person, credit bureau or business, and I/we hereby consent to and authorise Coastal Hire to furnish personal financial information concerning the Customer's dealings with Coastal Hire to any credit bureau and to any third party seeking a trade reference regarding the Customer.

Dated at _____ on this _____ day of _____ of 20 _____

Signed _____ Full Names _____

COASTAL HIRE STANDARD TERMS AND CONDITIONS OF HIRE

1. DEFINITIONS In

this agreement:

"Coastal Hire"

means the legal entity the full names and details of which are set out above, trading as Coastal Hire.

"The Customer"

means the person described above in the particulars of this Application for a trading account / purchase hire facilities.

"The Equipment hired"

all equipment, parts, consumables or accessories of whatsoever nature which may be hired or sold by Coastal Hire, and shall also include any services which may be rendered by Coastal Hire, to the Customer;

"the/this Agreement"

application for a trading account/ purchase hire facilities together with every Hire Note, invoice and any other document between the parties which is incorporated by reference;

"the Hire Note"

means the rental hire agreement issued by Coastal Hire to the Customer on the date the Customer receives the Equipment hired from Coastal Hire

A reference to any gender includes the other genders and, to the extent required by the context, the singular includes the plural and vice versa.

2. PRICE / ESCALATION

Equipment hired and any services provided by Coastal Hire will be charged at Coastal Hire's ruling price on the date of delivery except where otherwise specified in a written quotation from Coastal Hire or an order from the Customer, Coastal Hire increase the hire charge in respect of any equipment which is out on hire at the time of Coastal Hire's general price increase but, in this case, Coastal Hire will give the Customer sufficient written notice of such increase to allow the Customer to cancel the hire and return the equipment before the increase takes effect.

3. SPECIFICATIONS AND USE OF EQUIPMENT

3.1 It is specifically recorded that Coastal Hire is a rental business in which Equipment is hired in accordance with the Customer's request. Any advice given by Coastal Hire, irrespective of the nature thereof, cannot be regarded as expert advice. The Customer is responsible for ensuring that the Equipment hired is suitable for the purpose for which it is used. Instructions on the use of the Equipment hired is only used and operated in accordance with such instructions. The Customer indemnifies Coastal Hire against and holds harmless from any loss or damage which may be caused to any property or person as a result of the Customers failure, or partial failure, to fulfil any responsibility or obligation of the Customer in terms hereof.

3.2 Only the specified fuel mixtures and additives may be used in the Equipment and oil and lubricant levels must be maintained at all times. If the incorrect fuel mixture or additives are used or if the oil and lubricant levels are not maintained, the Customer will be liable for any damage caused as a result and Coastal Hire will be entitled to claim for such damage in terms of Clause 15.

3.3 The Customer must specifically ensure that air filters are not removed from hired equipment. Initial

4. WARNING

The Equipment hired predominantly comprises of moving parts and of its very nature may cause serious injury or death if not correctly used. It is therefore imperative that the operation manual, specific instructions or guide as provided for by the manufacturer or Coastal Hire be strictly followed and adhered to. It is duty of the Customer or its representative to ensure that he is in possession of the applicable instructions prior to leaving the premises and that these instructions are conveyed to the person operating the equipment. The Customer indemnifies Coastal Hire against any loss, or liability which Coastal hire may incur as a result of the Customer's breach of this clause. Initial

5. DELIVERY

5.1 As a service to its Customers, Coastal Hire offers a delivery service in respect of Equipment hired. Coastal Hire is not in business of transporting goods and, whilst Coastal Hire is committed to deliver the Equipment hired as soon as possible after such equipment has been requested, Coastal Hire is not able to guarantee effective, timeous or proper delivery of any/or such Equipment. The Customer agrees that time shall not be of the essence in respect of any order and indemnifies Coastal Hire and holds it harmless for any loss or damage suffered by the Customer or any third party as a result of non-delivery of the Equipment hired or part delivery thereof or delays in delivery for whatsoever reason.

5.2 Where Coastal Hire delivers the Equipment hired, unless otherwise agreed in writing, the Customer shall be liable for delivery fees at the ruling rate at the date of delivery.

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6. DEDUCTIONS / SET OFF

No amount may be deducted from any invoices without Coastal Hire's authorisation. Should any deduction be agreed to by Coastal Hire, a credit note will be issued for such amount and will be proof that Coastal Hire has agreed to same. In particular, the Customer may not deduct any amount due by reason of the fact that it contends it has a counter claim of any whatsoever against Coastal Hire.

7. SERVICE ADDRESS (DOMICILIUM CITANDI EXECUTANDI) POSTING AND NOTICES

Coastal hire and the Customer choose their addresses as stated above on this Application as the address for the purpose of serving summons and any other legal notices which require personal service levying execution arising out of this agreement (their domicilium citandi et executandi). All notices forwarded to the postal addresses stated on the face hereof shall be deemed to be received by the party concerned after the expiry of seven (7) days from the date of posting by prepaid registered post.

Facsimiles or e-mails will be deemed to be proper service and a positive facsimile or e-mail report will be prima facie proof of such transmission, that is this will be accepted as proof in the absence of evidence that such transmission, that is will be accepted as proof in the absence of evidence that such transmission did not take place.

8. RESERVATION OF OWNERSHIP

The ownership in the Equipment hired, or if purchased not fully paid for, in terms of this Agreement shall remain vested in Coastal Hire, or any cessionary to whom the Coastal Hire cedes its rights, at all times. The Customer undertakes at all material times to inform Coastal hire of the address at which the Equipment is to be used and stored and to inform the owner of such premises as to the ownership of the Equipment. The Customer undertakes to inform Coastal hire immediately in the event of any form of attachment being exercise, or any attempt to exercise any firm of attachment, against the Equipment.

9. DEFAULT AND RETURN OF GOODS

9.1 If the Customer fails to pay any amount to Coastal Hire on due date, or allow any judgment against it to remain unsatisfied for seven (7) days or if the Customer is in breach of any term or condition of this agreement, or if the Customer commits any act of insolvency or is wound up, whether provisionally or finally, Coastal hire shall be entitled at its election and without prejudice to any other right which it may have to:

9.1.1 claim immediate payment of all amounts payable in terms of this agreement whether or not such amounts are due at that stage, demand payment of deposits in respect of any equipment then out on hire and cancel all trading terms in respect of future orders; or

9.1.2 immediately terminate this agreement, cease supply, retake possession of the Equipment hired and claim immediate payment of all amounts payable in terms of this agreement and in terms of any subsequent order whether or not such amounts are then due; and

9.1.3 institute legal action and claim payment of all attorney and own client costs incurred, together with the collection commission and tracing charges, and interest calculated at the maximum permissible rate in terms of the National Credit Act 34 of 2005 as amended or any similar legislation which may replace the relevant provisions of the National Credit Act.

9.2 If Coastal Hire cancels the agreement in terms of 9.1.2 above or if Coastal Hire requires the return of the Equipment for service purposes, the Customer irrevocably authorises Coastal Hire and any of its employees or representatives to enter the premises at which the Equipment is stored or used, to

disconnect the same if necessary, to obtain the services of a locksmith if necessary, and to take such Equipment into their custody. The Customer indemnifies Coastal Hire against any claims of whatsoever nature as result of such action.

9.3 Coastal Hire will provide proof of identity and authorisation to such employees or representatives collecting equipment on behalf of Coastal Hire and such employee or representative will provide a signed off Hire Note to the person in charge of the premises from where the Equipment is collected.

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10. JURISDICTION

The parties consent to the jurisdiction of the Magistrates Court having jurisdiction over the party against whom action is instituted in respect of any action which might be instituted arising from this Agreement, irrespective of the amount claimed or the value of the Equipment involved in such action. The party instituting action shall however retain the right to institute proceedings in any other Court having jurisdiction in the matter.

11. SOLE AGREEMENT AND NON VARIATION

This is the only agreement between the parties and no addition, amendments or consensual cancellation thereof shall be of any force or effect unless such addition, amendment or cancellation is incorporated by reference or reduced to writing and signed by both parties. Any SMS, WhatsApp or social media communication between Coastal Hire or its employees with the Customer does not constitute an amendment of this Agreement. All amendments to the terms for the hire of the Equipment Hired are to be made in writing on the Hire Note.

12. NO RELAXATION

No relaxation by Coastal Hire of the strict terms of this Agreement and no indulgence, which Coastal Hire may grant to the Customer in exercising any right which Coastal Hire has, shall in any way prejudice Coastal Hire's rights. If Coastal Hire does allow any relaxation or indulgence, this will not be regarded as a waiver by Coastal Hire of any right or as a novation of the agreement.

13. TERMS OF PAYMENT

13.1 Unless a trading account has been granted in respect of the hire, a deposit based upon the value of the equipment hired is payable at the same time of hire. This deposit will be set off against any amounts due on the return of the equipment. Where equipment is hired for a period of in excess of 5 days, Coastal Hire may require further deposits during the hire period.

13.2 On return of the equipment, any shortfall for the hire is payable immediately against invoice, unless Coastal Hire has granted a trading account to the Customer in writing.

13.3 Subject to clause 13.4, where a trading account has been granted in writing, payment is to be made by the Customer within a period of thirty (30) days from the date of statement. If the account reaches the maximum purchase limit granted by Coastal Hire to the Customer, the Customer must immediately make a payment in order to reduce the outstanding balance to the purchase limit granted.

13.4 In the event that Coastal Hire has agreed to accept payment from the Customer by Credit Card specified in the Hire Note, the Customer's signature on the Hire Note will constitute authority for Coastal Hire to obtain authorisation and/or payment against for the issuer of the credit card to debit with the total amount due to Coastal Hire (including but not limited to any deposit, damages or loss suffered by Coastal Hire).

13.5 Coastal Hire is entitled to charge interest at the maximum interest rate allowed in terms of the National Credit Act, 2005, or any other applicable legislation which may replace the relevant provisions of the National Credit Act, on any amount not paid on or before due date.

13.6 The trading account granted to a Customer may in the sole discretion of Coastal Hire be suspended or revoked by written notice to the Customer. There after the full balance owing will immediately become due and payable.

13.7 The balance reflected on any statement shall be sufficient evidence of the amount due and owing for the purposes of legal proceedings against Customer including the obtaining of judgment (summary or otherwise) and provisional sentence.

13.8 In the event of Coastal Hire instructing attorneys to enforce any of its rights, I/we agree that I/we will be liable for all legal costs of this matter when this matter is handed over for collection/litigation and/or any litigation which flows from this agreement on the attorney and client scale which will include all actual counsel fees spent.

14. RISK AND RETURN

- 14.1 Risk in the equipment will pass to the Customer when equipment leaves Coastal Hire's premises or, if the equipment is delivered by Coastal Hire, at the place and time of delivery. The person accepting equipment on behalf of the Customer confirms that he has inspected the and acknowledges that it to appears to be in good condition and working order. Signature by the Customer or by any representative or employee of the Customer of the Coastal Hire's delivery or Hire Note and / or invoice, shall be regarded as acceptance by the Customer that the equipment described in such delivery or Hire Note and / or invoice has been properly and completely delivered.
- 14.2 Equipment will only be deemed to have been returned to Coastal Hire when Coastal Hire provides the Customer's representative with a document signed with the full signature of a representative of Coastal Hire, which records the return of such equipment (signed off Hire Note, tax invoice or similar document). The Customer undertakes to return the rental equipment to the Coastal Hire premises on the agreed return date as per the Hire Note. The Customer acknowledges that rental charges are calculated on a 24 hour cycle and unless the equipment is returned by no later that that time at which it was hired out, the Customer will be liable for a further day's rental.
- 14.3 Where the Customer has arranged that Coastal Hire will collect the Equipment Hired, it is specifically agreed that Coastal Hire is not in the business of transporting goods and whilst Coastal Hire is committed to collect the Equipment Hired as timeously as possible, Coastal Hire is not able to guarantee effective, timeous or proper collection of any/or such Equipment Hired. The Customer remains obligated to ensure the safe storage of the Equipment Hired. All risk in and to the Equipment Hired will remain with the Customer until Coastal Hire collects the Equipment Hired and the Hire Note has been signed off by a representative of Coastal Hire, pursuant to the provisions of clause 14.2 above.

15. INSURANCE AND REPLACEMENT COSTS

- 15.1 The Customer accepts full responsibility for any loss of or damage to the equipment hired from the delivery until returned to Coastal Hire. The cost of reinstating the Equipment hired to its pre-delivery condition will be for the account of the Customer and will be payable upon invoice by Coastal Hire. The Customer will remain liable for the agreed hire rates until the cost of reinstatement has been paid in full.
- 15.2 If the Equipment hired is damaged beyond repair or is stolen, lost or misplaced or not returned for any reason, the Customer shall be liable to compensate Coastal Hire at the full retail price for the cost of replacing such equipment. The Customer shall remain liable for the payment of the agreed hire rates until such time as the Customer has effected payment of the full retail price.
- 15.3 It is the Customer's responsibility to insure the Equipment for the replacement value of such Equipment during the hire period. The Customer shall, at the request of Coastal hire, provide confirmation of such insurance from the registered insurer.

16. PROTECTION OF PERSONAL INFORMATION ACT NO 4 of 2013 ("POPIA")

- 16.1 The Customer hereby agrees to provide Coastal Hire with the Customer's personal information including but not limited to name, title, identity number, gender, birthdate, gross monthly income, net monthly income, mobile number, home telephone number, work telephone number, physical address, email address, trade references, bank account details, credit score and history, place of employment and geolocation.
- 16.2 The Customer acknowledges that the purpose for which this personal information is being collected is in order to allow us to (i) conduct a credit check with TransUnion (registered credit bureau) in order determine whether we can proceed with the trading account application or whether we are to require a deposit for our anticipated costs; (ii) rent the equipment to You and ensure safe return thereto.
- 16.3 The consequences of failure to provide the information are that Coastal Hire will be unable to conduct a credit check and potentially offer credit or render other services to the Customer.
- 16.4 The Customer hereby agrees that Coastal Hire may transfer the personal information to any country outside of South Africa where such country's data privacy laws are equivalent to or stricter than POPIA, or where we have concluded suitable agreements with third parties which comply with the relevant provisions of POPIA allowing for the processing of personal information;
- 16.5 Coastal Hire will be the recipient of the personal information. Coastal Hire may be required to disclose the personal information to third parties in order to provide the services. Such disclosure will only be made where it is necessary to fulfil the purpose for which you disclosed your personal information. Any other disclosure of your personal information will only be made upon your authorisation to Coastal Hire to do so, or in the event that Coastal Hire is required to do so in terms of POPIA, or any other applicable legislation;

☐ I am supplying this information voluntarily and without any undue influence from any party.

☐ I am aware that I have the following rights with regard to my personal information being collected:

- I have the right to access my information and to rectify any information that is collected from me in terms of section 11(3) of POPIA.
- I may object to the processing of my personal information.
- I may lodge a complaint to the Information Regulator at email: infoirsa@justice.gov.za.
- I by signature hereunder, the data subject, have read and understood this notice and consent to the processing of my personal information.

17. APPLICABLE LAW

This agreement shall be governed by the laws of the Republic of South Africa.

18. SOLVENCY WARRANTY

The signatory to this agreement warrants the solvency of the Customer and declares that he has personally acquainted himself as to such solvency.

19. SEVERABILITY

In the event of any terms or provision of this Agreement being held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision. To the extent that such term is held invalid, illegal or unenforceable it shall be regarded as never having been contained herein.

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