

Glo Cart Rentals (PTY)LTD  
21 Thora Crescent Wynberg  
Sandton 2090  
PO Box 783088 Sandton 2146  
Tel/Fax: 011 262 2407

GLO CARTS



**RENTAL APPLICATION**

**CUSTOMER INVOICE DETAILS:**

Applicant's Name: \_\_\_\_\_ (Registered company / Individual)

Trading as: \_\_\_\_\_

Type of company:  Registered  Sole Proprietor  Partnership  Close Corporation  Other: \_\_\_\_\_

Company Reg. No.: \_\_\_\_\_ Company Vat No.: \_\_\_\_\_

ID number: \_\_\_\_\_ (Individual Applicant - copy must be attached)

Physical address: \_\_\_\_\_

Postal address: \_\_\_\_\_ Code: \_\_\_\_\_

Tel. no.: \_\_\_\_\_ Fax. No.: \_\_\_\_\_ Cell. No.: \_\_\_\_\_

Person responsible for paying: \_\_\_\_\_

Email address: \_\_\_\_\_ Tel. no.: \_\_\_\_\_

**Bank details to refund deposit:**

Bank: \_\_\_\_\_ Branch name: \_\_\_\_\_

Branch code: \_\_\_\_\_ Account number: \_\_\_\_\_

**Credit card authorisation:**

VISA  MASTER  DINER'S  AMEX

CVV number: \_\_\_\_\_ (Last three digits)

Signature: \_\_\_\_\_

Card number : \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Straight  Budget: 6  12  24  36

Rental term accepted: Daily  Month-to-month  Monthly up to 6months  Monthly up to 12 months

I/We the undersigned do hereby warrant that all of the above information recorded in this rental application is true and correct. In the event of any payments going into default, relevant details will be recorded with a Credit Agency. Such recorded information may be used by others in assessing any application for credit by the Applicant and for occasional debt tracing and fraud prevention purposes. I/we also give consent for an enquiry to be performed at a credit bureau on the company as well as the principles.

**Customer Accepts / Declines**

The deductible amount (excess) which the client will be charged for in the event of an insurance claim (theft only), will be a minimum of R6'500-00 or 10% of claim.  Accept:  Decline: **Authorised signature:** \_\_\_\_\_

**Customer Accepts / Declines**

I/We have read and understood and accept the terms and conditions attached hereto and particularly acknowledge that I/We are personally liable as renters under this agreement.  Accept:  Decline: **Authorised signature:** \_\_\_\_\_

**DELIVERY DETAILS:**

Delivery address: \_\_\_\_\_

Date on hire: \_\_\_\_\_ Date off hire: \_\_\_\_\_

Time of delivery: \_\_\_\_\_ Time of collection: \_\_\_\_\_

Site contact name and cell number: \_\_\_\_\_

\_\_\_\_\_  
Authorised signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

RETURN ALL PAGES TO:

EMAIL: caro@glocarts.co.za

1. **HIRING OF EQUIPMENT**
- 1.1. Glo Carts (PTY)LTD (hereinafter referred to as "the owner") hires the equipment to the hirer (hereinafter referred to as "the customer"), subject to these terms and conditions.
- 1.2. The customer may only with the prior written consent of the owner hire equipment in turn to its clients/customers (its clients). Should the owner grant such consent:
- 1.2.1.1. the customer shall in no way be absolved or released from its obligations hereunder; and
- 1.2.1.2. the customer shall ensure that its clients shall hire the equipment from the customer on terms and conditions which shall at least contain all the provisions hereof and any other terms and conditions that the owner may reasonably require.
2. **PERIOD**
- 2.1. The hire period commences when each term of hire equipment is delivered to or collected by the customer on the commencement date and will expire on the date on which each respective item of hire equipment is delivered to the owner or collected by the owner.
- 2.2. Should the customer wish to terminate this lease for any of the items of hire equipment prior to the termination date; he shall be obligated to telephone the owner and receive a rental termination number for that item of hire equipment.
- 2.3. The owner shall use reasonable endeavours to ensure that each item of the hire equipment is delivered or available for collection at the commencement date, but shall not be liable should any item of hire equipment not be delivered or available at such time.
- 2.4. Each item of hire equipment shall be returned to the owner by the customer upon the expiry of the relevant hire period as envisaged in 2.1.
3. **DEPOSIT AND HIRE CHARGES**
- 3.1. The deposit (if any) for each item of hire equipment is payable to the owner on/prior to delivery of that hire equipment to the customer, or on/prior to collection of that hire equipment by the customer, unless otherwise agreed in writing. The owner shall be entitled to utilise the deposit as payment of any amounts due to it by the customer for a particular item of hire equipment and the balance (if any) after deduction of such due amounts, will be refunded to the customer within a reasonable period after the return to or collection by the owner of that item of hire equipment. No interest shall accrue on the deposit held.
- 3.2. Hire charges are calculated on the daily or monthly hire rate or as may be agreed in writing in respect of each item of hire equipment and shall be payable for every calendar day or full month that an item of hire equipment is in the possession of the customer inclusive of the day of delivery thereof to the customer and the day of return to the owner.
- 3.3. All amounts payable by the customer are to be paid pursuant to these terms and conditions. Hire charges shall be due and payable in advance prior to the rental, unless an account number has been allocated to the customer when they are due and payable with 30 days of date of signature of the hire agreement, or unless the parties have agreed otherwise in writing.
- 3.4. Monthly hire charges shall be due and payable in advance by no later than the 7<sup>th</sup> of the following month.
- 3.5. Any account addressed to the customer by the owner is prima facie proof of the amount due to the owner.
- 3.6. All overdue amounts will bear interest at 2.5% above the current prime overdraft rate as quoted by Nedcor Limited from time to time. Such interest to be calculated from the date of delivery to or collection by the customer of the hire equipment until settlement in full of all overdue amounts.
4. **EQUIPMENT**
- 4.1. By the customer accepting delivery, each item of the hire equipment shall be deemed to be of the description stated in each item of hire agreement and in good order and repair and fit for the purposes of which they were intended.
- 4.2. The hire equipment shall at all times remain the property of the owner, and nothing contained herein shall have the effect of conferring upon the customer any right or title whatsoever to any items of hire equipment.
- 4.3. The customer acknowledges that the owner tendered to the customer, the manufacturer's rated capacity safety rules of each item of the hired equipment and makes no warranty or guarantee whatsoever as to the equipment or its performance.
- 4.4. The customer undertakes that it will permit each item of the hire equipment to be used only in a responsible manner by a designated operator who is made familiar with the operation of the hire equipment and the safe working and operating limitations thereof of the designated demonstrator and undertakes not to perform any duties beyond each item of hire equipment's rated capacity and specification.
- 4.5. The customer will ensure that the hire equipment must only be used by a designated operator referred to in 4.4 on even, firm and level surfaces and is not to be used in adverse weather conditions.
- 4.6. The customer will ensure that the clients are specifically made aware of these provisions and will adhere strictly to the provisions thereof.
5. **BREAKDOWN AND REPAIRS**
- 5.1 During the hire period:
- 5.1.1 the customer shall at its own cost, conduct the daily, weekly and monthly checks are instructed by the owner at delivery and familiarisation of each item of hire equipment and hire equipment and service and maintain each item of hire equipment in a good running order and repair to the standards required by the owner until that item of hire equipment is returned to the owner.
- 5.1.2 the customer shall immediately notify the owner of any breakdown or failure of any of the hire equipment and cease operation thereof until properly repaired. The owner shall be entitled to repair or replace that item of hire equipment at its cost at the owner's principal place of business unless the owner in its sole discretion determines breakdown is due to improper use of or failure to service and maintain the hire equipment, in which event the customer shall on demand reimburse the owner with all costs incurred by the owner as a result of the breakdown of that item of hire equipment. Provided that all punctures and tyre damage are the customer's responsibility and any damage or loss occasioned thereby will be for the customer's account.
- 5.2 The customer shall return each item of the hire equipment in clean state or in good order and repair, fair wear and tear expected. Fair wear and tear shall mean only the normal deterioration of any item of hire equipment caused by the order and reasonable use on eight hours per day, five days per week basis. The following are not considered fair wear and tear; damage from lack of lubrication or maintenance; damage from any collision or overturning or any improper operation of any item of hire equipment including overloading or exceeding the rated capacity of that equipment; damage in the nature of dents; bending; tearing; staining; misalignment of that equipment; or any part thereof; damage from flooding or salt water corrosion; damage from sandblasting or plant spill, splash or over sprays and the towing of any item of hire equipment in the event that any hire equipment or any part thereof is lost, destroyed or damaged as a result of any cause including (but not limited to) the theft of the hire equipment or parts thereof, prior to such circumstances also be liable for the payment of the owner's pre-estimated damages in an amount of equal to the hire charges as set out in the hire agreements entered into from time to time, and in respect of the period from the loss, destruction by damage of any item of hire equipment by date of payment of the replacement cost as aforesaid.
- 5.3 The customer shall not be entitled to substitute any other equipment for the owner's hire equipment.
- 5.4 At the option and at the expense of the customer, the customer may take out, and maintain appropriate risk insurance in the respect of hire equipment to the satisfaction of the owner; in which event the customer hereby cedes such insurance policy in favour of the owner. The customer shall however remain liable for any excess amounts payable in terms of such policy and also for the balance of the owner's loss should the proceeds of the insurance policy be inadequate to
- cover the full replacement cost of the lost, destroyed or damaged hire equipment. The customer shall upon delivery or collection of the hire equipment furnish the owner with sufficient proof of insurance; failing which customer is obligated to take out insurance as quoted by the owner. In such event, and in the event that the customer elects not to take out the appropriate risk insurance, the insurance will be owner subject to the exclusions and limitation set out in clause 14.
- 5.5. Call-out requests from the client with regard to flat tyres are excluded. Repairs of flat tyres are the responsibility of the client. The client will be issued a spare wheel. If a tyre and/or rim is damaged beyond repair, replacement cost will be for the client's account.
6. **RESPONSIBILITY OF CUSTOMER LOADING/UNLOADING**
- 6.1. The customer shall be responsible for loading and unloading hire equipment delivered by the owner in the event that any person is supplied by the owner to assist the customer in loading and unloading the equipment at any time, such person is deemed to be an employee of the customer at such time. The customer shall be responsible for any losses or damage to equipment, which occurs while being rigged, hoisted or transported by the customer or its employee, contractor or agent.
7. **USE OF EQUIPMENT**
- The customer
- 7.1. shall ensure the hire equipment is used and operated by a designated operator only, who has been familiar with the safe working and operating limitations of the hire equipment by a designated demonstrator. It is the responsibility of the customer to train employees and any of its client's employees to an acceptable standard to properly operate the hire equipment. The customer shall make available a person competent in operating the hire equipment to be made familiar with the safe working and operating limitations of the hire equipment by the designated trainer;
- 7.2. acknowledges that it is aware of the purpose for which the hire equipment is intended, and shall use the hire equipment for such purpose and shall obtain such an acknowledgement from its client where applicable;
- 7.3. shall use and hire out the equipment at its own risk, and indemnifies the owner of any claim of any nature brought against it by the customer, the customer's employees, agents, representatives, clients or any parties arising out of the use of the hire equipment by the customer or its clients or from any claims that may arise as a result thereof or while in the possession of the customer or its client, or any other cause and all costs and expenses incurred by the owner on an attorney and own client scale in defending or settling such proceeding;
- 7.4. shall have no claims of any nature against the owner for any loss suffered or damages sustained by the customer or its clients arising from any cause including without limitation, demonstration, use or malfunction of the hire equipment or the provisions of these terms and conditions;
- 7.5. shall notify the owner immediately of any accident involving the hire equipment and agrees to ensure the equipment and area are preserved until such time that the accident has been investigated by the owner or its agents, and to provide names and addresses of all persons involved and witnesses;
- 7.6. acknowledges that the owner has no control over the use of the hire equipment by the customer, or its client, and agrees it and its client will comply with all laws and regulations which may affect the equipment of the use thereof while it is in possession of the customer or its client, and the customer and it's client shall indemnify and hold harmless the owner from any liability or expense, including attorney's fees resulting from any actual or alleged contravention of such laws, regulations or ordinances.
8. **HIRERS SUPERVISION OF DESIGNATED OPERATOR**
- Notwithstanding the provisions of 7.1 and 7.2 the customer shall ensure that it's designated operator shall at all times be under the sole and absolute control and supervision of the customer, who shall be responsible for all of the designated operator's acts or omissions. The customer warrants and undertakes that it and its clients, will through its dedicated demonstrator give the dedicated operator clear and specific instruction and directions for all work to be performed by the designated operator and the hires equipment on site. The customer warrants that it or its clients will supervise or provide responsible and competent supervision for the designated operator during the period of hire.
9. **NO WARRANTS**
- The owner furnishes no warranties and makes no representations other than those contained herein. The provisions of these terms and conditions shall govern the relationship of the parties to the exclusion of all other conditions, whether implied by law or stipulated by the customer, unless accepted by the owner in writing.
10. **ACCESS**
- The owner shall at all reasonable times be entitled access any premises of the customer or its client or where the hire equipment is situated for the purpose of inspecting or repairing at the cost of the customer of the hire equipment.
11. **BREACH**
- 11.1. Should the customer;
- 11.1.1. fail to comply with and obligation imposed upon it in terms hereof, all of which are deemed to be material on due date; or
- 11.1.2. commit any act of insolvency, or be placed in liquidation or sequestration, whether provisional or final or be placed under judicial management, then and upon despatch by the owner of a notice to that effect, this agreement shall be cancelled and he owner shall be entitled to enter on any premises of the customer or its client where the hire equipment is situate and retake possession of the hire equipment without any premises of any nature, and the owner shall not be liable for any claims of damage or injury in the removal of the hire equipment
- 11.2. the specific remedies which the owner has against the customer pursuant of these terms and conditions are without prejudice to any other remedies which the owner may have including the right to claim all such consequential and other damages from the customer as the owner may have suffered as a result of the breach by the customer of its obligations.
- 11.3. the owner's liability to the customer and all persons claiming under it arising from any cause whatsoever, including the wilful default or negligence of the owner, its employees or agents shall be limited to the specific remedies provided for herein.
12. **RE-HIRING**
- The customer shall ensure the hire equipment or any part thereof shall not be re-hired, sublet, or lent to any third party other than its client and then only as set out in 1.2.2
13. **CHANGE OF SITE**
- The customer shall ensure that the hire equipment shall not be moved from the site to which it was delivered or consigned without written authority of the owner.
14. **DAMAGE WAIVER**
- Where in terms of the provisions of 5.4 in terms of which a customer may be obliged to take out insurance through the owner or otherwise voluntarily elects to effect insurance via the owner, the owner undertakes to arrange such insurance on the following basis;
- 14.1 The following risks will be assumed by the customer
- 14.1.1 Damage due to misuse, abuse or overloading of hire equipment.
- 14.1.2 Loss or damage consequent upon total of partial immersion in tidal waters.
- 14.1.3 Loss or damage only discovered at the time of inventory or routine check.
- 14.1.4 Loss or damage to batteries by negligence including lack of maintenance of fluid levels

- 14.1.5 Use of the equipment in violation of any terms of this agreement.
- 14.1.6 Loss or damage resulting from lack of lubrication or other normal maintenance of equipment
- 14.1.7 Electrical or mechanical breakdown explosion or derangement but a resultant indemnifiable loss shall not be excluded.
- 14.1.8 Damage to:  
i) tyres and tubes caused by blow out, bruises, cuts, road hazards or other causes inherent to the use of equipment.  
ii) springs due to inequalities of the road or other surface or impact with such inequalities.
- 14.1.9 Loss or damage whilst underground.
- 14.1.10 Loss or damage due to the wilful act of any director or partner of the customer or its client.
- 14.1.11 Consequential loss or liability of any kind or description.
- 14.1.12 Loss or damage occurring whilst any item of plant is undergoing tests of any kind deliberately overloaded or is being used in a manner or for any purpose other than that for which it is designed.
- 14.1.13 Loss or damage arising from detention, confiscation, destruction or requisition by customer or other officials or authorities.
- 14.1.14 Loss or damage arising from Y2K or Date Recognition problems.
- 14.1.15 Loss or damage to plan arising from lifts involving two or more cranes.
- 14.1.16 Theft of equipment and/or accessories.
- 14.1.17 Any loss and/or damage of chargers and transformers in the event of electric carts, are for the client's account and not claimable from insurance.
- 14.2 The customer agrees that in the event that the owner decides, in its sole discretion, to put forward a claim to its relevant insurer for any hire equipment on hire or that was on hire to the customer, and during such hire period, where any action or damage by the customer or any other party led to that claim whilst on hire or in the customer's possession, the customer shall be liable for the following costs:
- 14.2.9 A claim excess of 10% (ten percent) or a minimum of R3,500 i.e. if the claim was less than R20,000 a minimum excess of R3500 will be charged, else a flat rate excess of 10% shall be payable by the customer to the owner.
15. DOMICILUM / NOTICES
- 15.1. For the purpose of these terms and conditions, the customer chooses as its domicilium citandi et executandi the physical address stated on the face hereof.
- 15.2. Any notice to be given pursuant to these terms and conditions shall be given in writing and shall be deemed to be received by the addressee;  
15.2.1. within three days after it is posted, if posted by registered post; or  
15.2.2. upon the date of receipt, if hand delivered during office hours, or  
15.2.3. on the day of transmission, if sent by telefax.
- 15.3. The parties may change their addresses to any other address in the Republic of South Africa by way of written notice to the other party.
16. MISCELLANEOUS
- 16.1. This agreement is contingent upon strikes, accidents or delays due to any causes whatsoever.
- 16.2. Any action or proceedings which the owner may institute against the customer may at its sole option of the owner be instituted against the customer in any magistrate's court having jurisdiction over the customer, notwithstanding the subject matter of such action or proceedings thereof being beyond the ordinary jurisdiction of such court.
- 16.3. The owner may, however, disregard the foregoing consent to jurisdiction and shall have the option to institute action in any other competent court having jurisdiction.
- 16.4. The customer will be liable for the owner's costs on an attorney and own client scale should the owner institute legal proceedings against the customer arising out of the provisions of these terms and conditions or arising out of the customer's use or possession of the hire equipment. The use and possession of the hire equipment by the client of the customer will be deemed to be use and possession by the customer.
- 16.5. The owner shall be entitled to apply any amount received by the customer to the liquidation, in whole or part of any obligation whether arising out of these terms and conditions or otherwise owed by the customer to the owner, irrespective of whether the final amount of the obligation has been determined.
- 16.6. No relaxation extension of time or indulgence granted by the owner to the customer shall be deemed to affect, prejudice or abrogate or be a waiver of any of the owner's rights in terms hereof nor shall may such relaxation giving of time, indulgence or judgement taken be deemed to be novation of any of the terms and conditions hereof.
- 16.7. It shall be the customer's responsibility to ensure that, unless prior written consent by the owner is received, no stickers, decals, posters, adhesive-backed material, glue, decorative paint, temporary/permanent displays or any other material may be placed on the hire equipment. Any damage, labour or costs that may arise for the owner as a result shall be entirely for the customer's account.
- 16.8. Golf carts are to be used for a maximum of 12 hours per 24 hour period. For every additional hour after the 12 hours, an agreed rate per hour will be charged.
- 16.9. It is the hirer's responsibility to have all carts and keys (including chargers and transformers in the event of electric carts) at **one** collection point on the day of collection to avoid any additional costs being billed to the hirer as a result of us searching for the carts. The site contact person must also be present for the inspection and signing off of the carts.
17. SURETYSHIP obligations pursuant to these terms and conditions. The aforesaid party hereby specifically renounces the benefits of exclusion as well as all other legal exceptions available to him in law.  
The person signing these terms and conditions hereby binds himself as surety and co-principal debtor jointly and severally with the customer for the due performance of the customer's

Authorised signature: \_\_\_\_\_

Name of signature: \_\_\_\_\_

Date signed: \_\_\_\_\_