

Plant Hire Rental Agreement

Date _____

Client Name _____ Registration No _____

Re: Lease Agreement of.....

1. Equipment Rental Agreement

This agreement made and entered into this date byand Premium SA Plant hire a division of Limekilns (Pty) Ltd registration number 2014/073456/07 hereinafter called LESSOR and hereinafter called LESSEE with business address

2. Duration

Duration for hire shall be months duration fromto in consideration of the payments and rentals herein provided for and the terms and conditions hereof, the Lessor hereby agrees to the Lessee, and the Lessee hereby agrees to lease from the Lessor. The following described equipment belonging to the Lessor:

<i>Make Model Description</i>
<i>Description</i>
<i>Quantity Issued</i>
<i>Agreed Hourly Rate</i>	<i>excluding vat</i>

The above machinery to be used in operations at the described location

3. Payment

If this machinery is leased on the hourly basis, the Lessee agrees to pay for the use of the machinery rental as per invoiced hours with the above rates and specifications: From the time and date delivered on site of work, receipt of which is hereby acknowledged by the Lessor. After invoicing, Lessee shall deposit the total rates worked to:

FIRST NATIONAL BANK ACCOUNT

Account Name : Limekilns (Pty) Ltd
Bank Name : First National Bank
Account Number: 63085754779
Branch Name : Bedford Gardens
Branch Code : 252155
Ref : [Company name](#)

NB: All rental payments shall be made to Lessor.

TERMS AND CONDITIONS

1. The arrival of plant shall be inspected on arrival on site and the operators starts it for work to commence, any further delays by the LESSEE will be compensated to the LESSOR 9 hours for standing time therefore normal hours will be charged for any delays that are not from Premium SA [Plant Hire](#).
2. Premium SA [Plant Hire](#) and the LESSEE must inspect the machinery and acknowledge that the machinery is in good and acceptable conditions. Any mechanical damage to the machinery shall be the sole responsibility of the LESSEE.
3. Maintenance of the plant will be the responsibility of Premium SA [Plant Hire](#) and the services and alone will be full responsibility of the LESSOR.
4. The LESSEE will ensure that the machinery is cleaned and greasing at the end of each shift. This includes, but not limited to the body internal and external.
5. The machinery is and shall remain the exclusive property of Premium SA [Plant Hire](#).
6. The LESSEE will be the exclusively responsible for all diesel, fuels transportation for the operators for the duration of the lease agreement when the machinery are in operation. No costs of diesel, fuels, PPE and accommodation shall be responsibility of the LESSOR.
7. By signing this lease, LESSEE agrees to the terms and conditions set forth on this contract. Any different or additional terms should be communicated and signed on by both parties in order to have a legal force or applicability whatsoever.
8. The plant shall be delivered to the LESSEE with full tank of diesel and the LESSEE shall in turn deliver it back to Premium SA [Plant Hire](#) with full tank of diesel.

9. Payments shall be made on every 180 hours in 48 hours after invoice has been submitted to the LESSEE.
10. This lease agreement is based on Hour operations which are estimated to Hours, site establishment and a month or 180 hours up-front payment should be paid before delivery for each plant.
11. The LESSOR in consideration of the payment or an undertaking by the LESSEE to pay the amount calculated in terms of any quotation, contract and/or invoice and taking into account the hire Period (hereinafter referred to as the "LESSEE Charges"), lets to the LESSEE and the LESSEE hires the Plant and other services are provided in accordance with the following terms:

12. ACCESS

The LESSOR or their duly authorized representative shall at all times be entitled to have access to the site and Plant for inspection.

13. USE OF THE PLANT

During the period of hire the LESSEE undertakes and warrants that they will use or permit the Plant to be used in a responsible manner and they will:

- a) Only perform or attempt to perform work within the Plant's rated capacity and specification; and
- b) Only use the Plant for the purposes for which it was hired as communicated to the Owner (whether verbally or in writing) and not for work of a more arduous or damaging nature to the Plant; and
- c) Supply a competent operator for the Plant licensed where required by law to operate the said Plant, where no operator is provided by the LESSOR due to site politics, LESSEE shall be responsible on any regulations including LRA laws and safety of the operator.
- d) At their own expense apply for and obtain any permits, licenses, certificates, permission or exemptions which may be required for the entry and use of the Plant on the Site; and
- e) Check and service the Plant daily to keep it in good working order and condition; and
- f) Ensure that the Plant is not contaminated with soil or dirt at any time.

14. BREAKDOWN/DEFECT

14.1 LESSEE shall immediately report any defects, deficiencies or breakdown to the LESSOR by the quickest practical means of communication available to the LESSEE, and shall forthwith furnish confirmation in writing. If the aforementioned has been reported in accordance with this clause, is caused by a defect in the Plant and the LESSEE has complied with all terms of The Agreement then the LESSEE shall not be charged for the duration of the downtime. In these circumstances, the Hirer shall cease using the Plant immediately, failing which the LESSEE shall be liable for all loss or damage including consequential loss or damage sustained by the LESSOR out of such continued use of the Plant.

14.2 If the LESSEE fails to notify the LESSOR of the breakdown in the Plant, then the LESSEE shall not be entitled to any reduction in the hire charges until they notify the LESSOR of such breakdown. A breakdown in any accessories and/or attachments shall not be deemed to be a breakdown or defect of the Plant and as such will not affect the hire charges.

15. GENERAL DOWNTIME

There will be only 50% payment on industrial strike and 50% on rain day. No reduction of rate on the idle because of refuelling, or the like, or as a result of any factor beyond the LESSOR control.

16. LESSEE LIABILITY

- a) The LESSEE shall be responsible for all expenses arising from the breakdown, loss of or damage to the Plant occurring through the LESSEE negligence, misdirection or misuse which shall include the traveling time and costs of the LESSOR or their nominee.
- b) Upon termination of The Agreement, the LESSEE will return the Plant to the LESSOR in good working order as received
- c) The risk of any damage to any property (other than the Plant) and/or injuries to or death of any person, property or thing arising out of the use of the Plant passes to the LESSEE during the Hire Period and the LESSEE indemnifies and holds the LESSOR harmless against all claims of any nature whatsoever for any loss or damage aforesaid, including all costs relating to such claims.
- d) In the event of a third-party instituting legal proceedings against the LESSOR, then the LESSOR will be entitled to instruct its own attorneys to oppose or defend such proceedings. Should the LESSOR proceed as aforesaid then the LESSEE indemnifies the LESSOR for all the LESSOR legal costs reasonably incurred on an attorney and client scale.
- e) All Liability of whatsoever nature and howsoever arising from the use of the Plant during the LESSEE period is the responsibility of the LESSEE.

17. DEFAULT

If the LESSEE defaults in due payment of any amount owing by the LESSEE to the LESSOR, commits any other breach of the contract, any judgment is obtained against the LESSEE, commits an act of insolvency, offers to effect a compromise with their creditors, is placed under judicial management, dies or ceases to carry on business then the LESSOR shall be entitled (without notice to the LESSEE) to immediately retake possession of the Plant and the LESSEE shall immediately restore and give possession of the Plant to the LESSOR.

Should the LESSEE dispute the aforementioned, the LESSOR may apply ex-parte to any competent court for an order enabling the LESSOR to obtain possession of the Plant. Notwithstanding the aforementioned, the LESSOR shall be entitled to recover from the LESSEE all monies, due or unpaid or to become due hereunder for the full and unexpired hire period in terms of the contract

18. CESSION

The LESSEE shall not cede or assign The Agreement nor sell, sublet, mortgage, alienate, pledge nor in any way encumber the Plant, or lend or part with possession thereof, and shall be obliged to retain the Plant on the Site and, save for the purpose of returning it to the LESSOR, shall neither remove or allow it to be removed therefrom without first obtaining the written consent of the LESSOR.

19. GENERAL

a) JURISDICTION

The applicable law shall be the law of the Republic of South Africa. The LESSOR shall be entitled, at its option, to institute any legal proceedings against the LESSEE which might arise out of or in connection with the agreement in any magistrate's court having jurisdiction in respect of the Hirer, notwithstanding that the claim exceeds the normal jurisdiction of such court as to the amount.

b) DOMICILIUM

The LESSEE chooses its domicile as the site or any email address used when entering into The Agreement or any part thereof and the LESSOR chooses info@premiumsaplanthire.co.za

c) LATE PAYMENT FEE

The LESSEE agrees that an administrative late payment fee of R5000 after 7 days invoice has been issued, will be charged by the LESSOR to the LESSEE upon an overdue amount arising.

d) INTEREST

The LESSEE agrees that interest shall be payable at the maximum prescribed rate for incidental credit agreements as set out in the National Credit Act 34 of 2005 as amended/gazetted from time to time, calculated from the date that the debt becomes due owing and payable to the LESSOR.

h) RULE OF INTERPRETATION

The rule of interpretation which prescribes that, in the event of ambiguity, a contract should be interpreted against the party responsible for its drafting shall not be applied in the interpretation of The Agreement;

LESSEE DETAILS

Name: _____ ID: _____

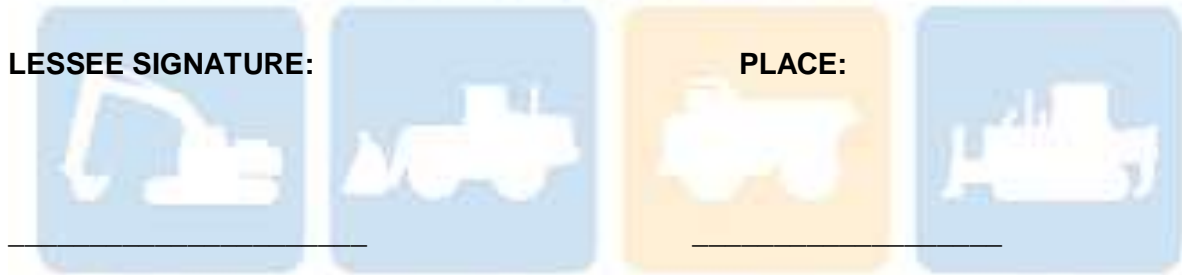
Designation _____

Cell: _____

Email: _____

LESSEE SIGNATURE:

PLACE:



WITNESS

1. Name: _____ Date: _____

2. Name _____ Date _____

LESSOR:

Premium SA Plant Hire

Cell: 082 975 1341

Email: info@premiumsaplanthire.co.za

LESSOR SIGNATURE:

PLACE:

WITNESS

1. Name: _____ Date: _____

2. Name _____ Date: _____



Putting a plant to action. To ensure your satisfaction.

Documents Needed Upon Rental Approval

1. CK
2. ID Copy (Certified)
3. Tax clearance / Vat Certification
4. Proof of banking (Bank Confirmation Letter)
5. Appointment Letter (If is a construction)
6. DMRE Permit (If is mining)
7. Lease agreement/Proof of residence
8. Sign Reciprocal NDA with Premium SA Plant Hire
9. Sign Guarantee Form
10. Sign Terms and Conditions
11. Three (3) Recent Trade References

