

HIRERS BUSINESS DETAILS

Business Name:
Requested Credit Limit: CR No: License Date: Sector:
Requested Payment Terms:

REGISTERED ADDRESS

Office: Building: Street:
Area/City: Country: Email:
Tel:

ACCOUNTS OFFICE ADDRESS - (IF DIFFERENT TO ABOVE)

Office: Building: Street:
Area/City: Country: Email:
Tel:

FINANCIAL INFO

Annual Revenues: Prior Year Annual Revenues:
Net Assets: Prior Year Net Assets:

KNOW YOUR CUSTOMER - PARTNER DETAILS

Name	Title / Position	Telephone	ID No.

CONTACT INFO**MANAGEMENT CONTACTS**

Title / Position	Name	Telephone	Mobile	Email Address
General Manager				
Operations Manager				
Finance Manager				

TRADE CONTACTS

	Company Name	Contact Name	Telephone	Nature of Business
Trade Reference 1				
Trade Reference 2				

I declare that I am authorised to sign on behalf of the Hirer and agree to Access Rental Gulf's terms and conditions.

Name & Title: _____
Date: _____

Company Stamp:

SUPPORTING DOCUMENTS

1. Hired in Plant Insurance Certificate
2. Commercial Registration
3. Authorised Signatory ID passport
4. VAT Certificate
5. Owner ID passport
6. Wasel

OFFICE USE ONLY:

- 1) Supporting Documents present
- 2) Proof of Signatory authority (POA / CR)
- 3) KYC / AML / Sanctions check

Approved Credit Limit: _____
Approved Payment Terms: _____
Security Cheque/Promissory Note required: **Yes / No**

Approved By (Regional Manager or Regional Finance or Credit Manager) _____

AFI-UPLIFT LTD TRADING AS ACCESS RENTAL GULF STANDARD TERMS AND CONDITIONS**1. DEFINITIONS**

The "Owner" is AFI-Uplift Ltd. (Access Rental Gulf) or its duly appointed representative.

The "Hirer" is the company, firm or person taking the Owner's Plant on hire.

"Plant" covers all classes of plant, machinery, equipment and accessories which the Owner agrees to hire to the Hirer.

2. DELIVERY IN GOOD ORDER AND MAINTENANCE

The Hirer shall, when hiring Plant without the Owner's operator or driver, take all responsible steps to keep himself acquainted with the state and condition of the Plant and shall ensure that only duly skilled operators shall use, operate and check the Plant. If the plant is continued to be worked or used when in an unsafe and unsatisfactory state, the Hirer shall be solely responsible for any damage, loss or accidents occurring as a result of working or using such Plant, whether directly or indirectly arising from such unsafe or unsatisfactory state.

3. SERVICING AND INSPECTION

The Hirer is responsible for performing routine daily safety checks on the Plant and resupplying any fuels, oils and greases during the hire period, and agrees to contact the Owner's closest depot for guidance if required. The Hirer shall, at all responsible times, allow the owner, his agents and his insurers' access to the Plant to inspect, test, adjust, repair or replace the Plant. So far as is practical, such work will be carried out at times to suite the convenience of the Hirer.

4. BREAKDOWNS, REPAIRS AND ADJUSTMENTS

When the Plant is hired without the Owner's Operator, any breakdown or unsatisfactory working of any part of the Plant must be notified immediately to the Owner. Any claim for breakdown time by the Hirer will only be considered from the time and date of such notifications. Standard service support & maintenance is available within the specified working hours as set out in clause 11 below. The Hirer shall be responsible for all expenses arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the plant, whether by the Hirer or his servants or agents, and for the payment of rental costs as the appropriate idle time rate during the period the Plant is necessarily idle due to such breakdown or damage. The Owner will be responsible for the cost of repairs to the Plant involved in the breakdown from any other causes and will bear the cost of providing spare parts. No other costs claimed by the Hirer or any third party relating to the Plant will be accepted by the owner.

5. OTHER STOPPAGES

No claims will be admitted (other than those allowed for under clause 4 as herein provided) for stoppages through causes outside the Owner's control, including bad weather or ground conditions, nor shall the Owner be responsible for any costs or expenses arising from, or as the result of, recovering any plant from soft ground or sand.

6. CONSEQUENTIAL LOSSES

The Owner accepts no liability or responsibility for any consequential loss or damage due to or arising from any cause whatsoever.

7. HIRER'S RESPONSIBILITY FOR LOSS OF AND DAMAGE TO THE PLANT

During the hire period the Hirer shall be responsible for all loss or damage to the Plant arising from whatever cause, for the avoidance of any doubt this also includes, but is not limited to, damage to the Plant's tyres. Except for normal wear and tear, the Plant shall be returned to the Owner in the same condition as it was received upon delivery. In the event that the Plant is returned in an unsatisfactory condition, the Owner will send prompt written notification to the Hirer of any costs to return the Plant to the condition in which it was originally delivered to the Hirer. These costs will be re-imbursed by the Hirer to the Owner within 30 days from the date of notification. The Hirer shall also be fully and completely responsible in respect of, and shall indemnify the Owner against, all claims by any person whatsoever for injury to any person or property caused by, in connection with, or arising out of the use of the Plant and in respect of all costs and charges in connection therewith, whether arising under the statute or common law (including legal fees). In the event of loss of, or damage to, the plant hire charges shall be continued at idle time rates until settlement of such has been affected between the parties. Idle time rates will be based on two thirds of agreed hire charges as set out in the hire agreement.

8. RE-HIRING

The Owner shall maintain title to and ownership of the Plant. The Hirer shall not allow the Plant or any part thereof to be re-hired, sub-let, sub-leased, subcontracted or lent to any third party without the written consent of the Owner.

9. CHANGE OF SITE

The Plant shall not be moved from the site to which it was delivered or consigned to without written consent of the Owner.

10. MINIMUM HIRE CHARGES

The Minimum hire charge is 1 day for daily rate contracts, 1 week for weekly rate contracts and 1 month for monthly rate contracts.

11. HIRE RATE AND CHARGES

All hire rates are based on an 8 hour day, 6 day week from Saturday to Thursday inclusive.

12. NOTICE OF TERMINATION OF CONTRACT

Notifications for Plant off-hires should be sent via email and phone to the Owner's nearest depot. In the event of the Hirer desiring to terminate the contract and failing to give such notice, hire charges for the period of 24 hours' notice shall be charged and payable to the Owner.

13. PLANT TRANSPORTATION COST

The Plant shall be delivered by the Owner to the Hirer at the agreed location set out in the hire agreement, at the Hirer's cost. Any subsequent transport to or from the agreed location shall be the responsibility and at the risk and expense of the Hirer. For the avoidance of any doubt, the Hirer is responsible for providing adequate transport insurance. Any dates provided by the Owner for delivery of the Plant are indicative and non-binding. Any incremental delivery costs, including but not limited to toll fees, site access passes, permits, or significant waiting times, will be reimbursed by the Hirer to the Owner within 30 days of receiving notification and invoice. The Owner will provide adequate documentation and receipts to support the incremental costs claimed.

14. INSURANCE

The Plant is the responsibility of the Hirer from the time of delivery to Hirer's site until the equipment is returned to the Owner or his appointed agent, comprehensive all risks insurance cover of a standard satisfactory to the Owner is required to be in place and maintained from the time of delivery until the equipment is returned to the Owner.

15. TERMS OF PAYMENT

In the event that the Hirer does not pay an invoice relating within 90 days of the invoice date, the Owner reserves the right to remove the Plant from the possession of the Hirer without further notice. The Hirer undertakes and agrees that any (extrajudicial or other) costs incurred by the Lessor in relation to the collection of any amounts due (including but not limited to legal expenses, damages and/or penalties) shall be borne by the Hirer. Any query or dispute relating to an invoice provided by the Owner to the Hirer under this contract must be raised within 7 days of the Hirer receiving that invoice, if queries are not raised within 7 days of invoice delivery the invoice is deemed as accepted by the Hirer. Where payment is made without specific reference to the Owner's invoice numbers, the Owner reserves the right to allocate payments to outstanding invoices in chronological order, starting with the earliest date. If the Hirer has not paid any outstanding invoice within ninety (90) days of receipt, the Owner shall apply an administrative fee equivalent to USD 50 (the "Admin Fee") per invoice. The Hirer and Owner agree and acknowledge that the Admin Fee has been calculated based upon the Owner's actual costs and expenditures necessary in order to: (1) recover the outstanding amounts due from the Hirer; and (2) cover the additional cost incurred by the Owner due to the deficit in the Owner's operational funds that was caused by the Hirer's failure to pay the invoice as agreed and in a timely manner.

16. VAT AND TAXATION

All amounts payable under this agreement are to be treated as exclusive of Value Added Tax or any other consumption taxes in any country, as applicable. Any VAT rightfully applicable to the supply will be added to the price upon invoicing and will be recoverable at the same time as the VAT-exclusive price.

17. SUPPORTING DOCUMENTATION

The Hirer agrees to supply all documentation requested in the account application form, including any updated versions in the event of any significant changes or upon document expiration.

18. ALTERATIONS AND AMENDMENTS

No Alteration to any term or condition of hire may be made other than agreed by both parties in writing.