



Company Registration No. 2011/117409/07  
Company VAT Registration No: 4940240312  
25 Hermes Street, Paarden Eiland, Cape Town, 7405  
P.O.Box 1380, Milnerton Cape Town 7435  
Tel: 087 941 1214  
Fax: 086 500 7238

AGREEMENT NO: \_\_\_\_\_

**MASTER EQUIPMENT RENTAL AGREEMENT**

**BETWEEN**

**VLOCITY COMMUNICATIONS PTY LIMITED**

Co Registration No 2011/117409/07; VAT Registration No: 4940240312

Registered address: 25 Hermes Street, PaardenEiland, Cape Town 7405 (Lessor's chosen Domicilium)

Phone Number: 087 941 1214

(HEREINAFTER REFERRED TO AS 'the Lessor')

**AND**

NAME OF CLIENT: \_\_\_\_\_

(HEREINAFTER REFERRED TO AS 'the Customer')

INSTALLATION ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Customer's chosen Domicilium)

REGISTRATION NUMBER OF COMPANY: \_\_\_\_\_ ID NUMBER \_\_\_\_\_

CONTACT NUMBER: LANDLINE: \_\_\_\_\_ CELL NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

COMMENCEMENT DATE OF THIS AGREEMENT: \_\_\_\_\_

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Directors: S C Akester J Olivier M Burger J C Akester R F Earl

**EQUIPMENT RENTED UNDER THIS AGREEMENT:**

	Qty	Description of Goods	Serial Number
1			
2			
3			
4			
5			

(FOR AN EXTENDED LIST OF EQUIPMENT, USE A SEPARATE SCHEDULE AS ATTACHMENT)

**RENTAL AMOUNT AND PERIOD UNDER THIS AGREEMENT:**

Monthly Rental: R \_\_\_\_\_ V.A.T.: R \_\_\_\_\_ Total Monthly Rental: R \_\_\_\_\_

Rental Period: \_\_\_\_\_ months Escalation: \_\_\_\_\_ Per annum

(See attached Board/Members/Partners/Committee Resolution if applicable)

(In signing this Agreement, it is also construed that the signatory in his or her capacity, has read, understood and accepted the Terms and Conditions pertaining to this Agreement)

Signed on behalf of the Lessor.

Signed at \_\_\_\_\_  
 Name \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature \_\_\_\_\_

Signed on behalf of the customer.

Signed at \_\_\_\_\_  
 Name \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature \_\_\_\_\_

**Witness 1**

**Witness 2**

Signed at \_\_\_\_\_  
 Name \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature \_\_\_\_\_

Signed at \_\_\_\_\_  
 Name \_\_\_\_\_  
 Capacity \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature \_\_\_\_\_

**WARRANTY**

The following options under warranty are available. Please indicate clearly by ruling through the option **not** required and initial together with the witness. Any services and repairs required by the Customer to the equipment falling outside the warranty period, or due to misuse or negligence, will be chargeable.

- 1. The Lessor makes no warranty of any kind regarding the equipment, except that the Lessor shall replace the equipment with identical or similar equipment during the first year of the rental period, if the equipment fails to operate in accordance with the manufacturer’s specifications, and or operational instructions.
  
- 2. For an additional fee of R \_\_\_\_\_ per month, paid in advance and escalating at the above figure per annum, which shall be charged together with the rental amount under this agreement, an extended warranty is available for the period of the rental equipment. Should the customer prefer this option of the extended warranty on the equipment, this duly confirms that the extension support package has been purchased for the equipment. Maintenance and service of the equipment will be maintained and serviced by Vlocity Communications Pty Limited, for a period of the rental contract, following the commencement date. Only a Vlocity Communications technician is permitted to work on the equipment, failure to do so will result in a cancelation of the extended warranty and all manufacturers’ warranties. It is on the onus of the client to insure the equipment as the extended warranty will not cover any areas outside of Vlocity Communications’ control, such as war, riots, software viruses, power surges, Acts of God, i.e. lightning, floods, fire, etc. All peripherals (items such as handsets, head phones, wireless wall adaptors, etc.) will carry the standard warranty offered by the manufacturer.


## DEBIT ORDER APPLICATION FORM

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signatory \_\_\_\_\_

Dear Sirs/Madams

The details of my bank account are as follows:

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Branch No: \_\_\_\_\_

Account Name: \_\_\_\_\_

Account No.: \_\_\_\_\_

Type of Account: \_\_\_\_\_

I/we, hereby, request and authorize you to draw against my/our account with the above-mentioned bank (or any other bank or branch to which, I/we may transfer my/our account) the sum of R \_\_\_\_\_  
(State amount in words)

\_\_\_\_\_ or any variable amount pertaining to this agreement, on the first working day of each month. This being the amount necessary for the settlement of the monthly due to you in respect of our purchases/contract/agreement dated

\_\_\_\_\_ All such withdrawals from my/our account by you shall be treated as though they had been signed by me/us personally.

**Signed at** \_\_\_\_\_

**Name** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**LANDLORD WAIVER:**

Name of Landlord: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

I, \_\_\_\_\_ as authorized landlord for this Client, have taken notice of the equipment under this agreement and agree that the equipment covered under this agreement shall be and remain the property of the Lessor and shall at all times be regarded as moveable property, and shall not become part of the Property or Site, and shall in no event be subject to a landlord hypothec.

**Signed at** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Capacity** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Signature** \_\_\_\_\_

**INSURANCE DETAILS OF EQUIPMENT:**

**Policy Number:** \_\_\_\_\_

**Name of Broker:** \_\_\_\_\_

**Broker Email:** \_\_\_\_\_

**Broker Contact No:** \_\_\_\_\_

**Broker Fax No:** \_\_\_\_\_

**Initial** \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

The Customer hereby irrevocably declares to the Lessor that: -

- (a) The equipment described in this Agreement (“the equipment”) has been delivered and installed in accordance with the conditions applicable to this agreement.
- (b) The equipment where applicable has been subjected to all field operating and/or similar tests and the results are to our satisfaction.
- (c) The equipment has been inspected and is in good order and condition, free from defect and ready for use in every respect.
- (d) The serial numbers on the equipment listed in this agreement correspond with the serial number/s on the equipment, which was ensured under clause 5.3 of this agreement.

It is hereby recorded that

**Signed at** \_\_\_\_\_  
**Name** \_\_\_\_\_  
**Capacity** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Signature** \_\_\_\_\_

## TERMS AND CONDITIONS OF RENTAL

1. The Customer agrees that this is a Master Agreement. The terms of this Agreement shall apply to each and every Schedule and /or addendum, which the Lessor may enter into with the Customer for the equipment described therein as if the Terms of Business of the Agreement were incorporated in such Schedule and/or addendum. The conclusion of a further Schedule shall create a separate agreement relating to the equipment described herein. The Customer agrees that should any separate agreement which has been created in terms hereof, be terminated by the Lessor in terms of the Agreement or by any cause whatsoever and howsoever arising, the Customer will continue to fulfill his/her obligations to the Lessor in respect of any other separate agreement created in terms hereof, and the Terms of Business of the Agreement will remain in force in respect of such separate agreement so created. The Lessor agrees to grant the Customer the use of the equipment described in the Main Agreement and/or Schedule(s) attached hereto for the initial rental period stated therein on the terms and conditions set out in this Agreement and in the Schedule(s) thereto, subject to clause 2 below.
2. The initial period of rental shall be as set out in this Agreement. This Agreement shall therefore continue after the initial period of rental, subject to the conditions herein, for an indefinite period until terminated by either of the parties giving the other 180 (one hundred and eighty) days written notice of termination by registered post to the other's chosen domicilium citandi et executandi before the efflux ion of the initial period of any anniversary date thereof, provided that no notice may take effect before the expire of the initial period of hire.
3. The first rental payment shall be due and payable on the commencement date, and thereafter, in advance on the first day of each calendar month for the duration of the Agreement.
4. Ownership of the equipment shall remain vested in the Lessor or its cessionary/ies and the Customer shall at no time acquire ownership of the equipment. The Customer shall at the termination of this agreement, return the goods to the Lessor in good repair, condition and working order, fair wear and tear accepted. Should the Customer want to purchase the equipment from the Lessor after the termination of this Agreement, the Customer to approach the Lessor for a quotation to purchase the equipment as listed in the main agreement and /or schedules.
5. The customer undertakes that it will:
  - 5.1 Give the Lessor immediate notice in writing of any change of its address or its Landlord's name and address
  - 5.2 Not re-site the equipment without the permission of the Lessor and to inform the Lessor at least one week in advance in writing should the Customer require the equipment to be re-sited.
  - 5.3 Ensure the equipment for the duration of this agreement for not less than the replacement cost thereof against all risk including political riot cover with an insurance company or through an intermediary of the Customer's choice. The Customer shall ensure that the Lessor's interest in the equipment and this agreement is noted by the insurer in the policy and shall produce satisfactory proof thereof to the Lessor. The Customer hereby cedes to the Lessor the proceeds of the policy to cover the Lessor's interest in the equipment listed in this agreement. Notwithstanding anything to the contrary hereinbefore contained, the Lessor shall be entitled but not obliged to insure the equipment on Customers' behalf and to include the premiums in the copy charged payable by the Customer.
  - 5.4 Keep and maintain the rented equipment during the terms of the rental agreement at his/her own cost and expense. He/she shall keep the equipment in a good state of repair, normal wear and tear accepted. If the equipment or any part thereof are lost, stolen or damaged, irrespective of the cause, the Customer shall notify in writing the Lessor and the Insurer immediately. The Customer will have no claim or defense against the Lessor if all costs in respect of the repair or replacement of the equipment are not recovered in full or at all from the Insurer.
  - 5.5 It will pay any excess and/or shortfall that may be payable in terms of an insurance policy issued pursuant in clause 5.3
  - 5.6 Confirm that it was given prior written notice of its entitlement of free choice in terms of Section 43(1) of the Short Term Insurance Act 53 of 1998 and has exercised that freedom of choice ad was not subjected to any coercion or inducement as to the manner in which it exercised its choice.
6. Should the Customer breach any of the conditions of this agreement, or fail to pay any amount payable in terms hereof on the due date, or commit any act of insolvency, or attempt to compromise with any of its creditors, or have made any incorrect or untrue statement in connection herewith, or in connection with any proposal for an insurance policy for the equipment, or do or cause anything which may prejudice the Lessor's rights under this agreement, or allow any judgment against it to remain unsatisfied for 7 days or be subject to a provisional or final order of liquidation or judicial management, or in the case of the Customer being a natural person his estate being



provisionally or finally sequestered or surrendered, or should the equipment be seized under a legal process issued against the Customer, the Lessor shall have the right, without prejudice to any other rights which it may have against the Customer:

- 6.1 Without terminating this Agreement, to treat as immediately due and payable all rentals which would otherwise have become due and payable in terms of this Agreement over the then unexpired period of this Agreement and to claim and recover from the Customer the aggregate amount of such rentals as well as all rentals and other sums then in arrears in terms of this Agreement. The Lessor shall pending payment of those amounts, be entitled to re-possess the equipment and to retain possession thereof on condition that against such full payments, the Lessor shall return the goods to the Customer who shall not be entitled to any rebate or abatement of rentals or other amounts by reason of its loss of possession and enjoyment of the equipment while the same will have been in the Lessor's possession.
  - 6.2 To cancel this Agreement, without prior notice to the Customer and to repossess the goods which the Customer shall be obliged forthwith to deliver to the Lessor and the Lessor will be entitled to retain all amounts already paid by the Customer and claim all arrear rentals and as pre-estimated liquidated damages, the total amount of outstanding rentals, which, but for the termination hereof would have been payable for the remaining period of this Agreement.
  7. The Customer hereby consents to the jurisdiction of the Magistrate's Court, having jurisdiction over his person, in respect of any proceedings from this Agreement, irrespective of the amount claimed and/or value of the equipment involved in such proceedings.
  8. The Customer shall not cede any of its rights, nor delegate any of its obligations under this Agreement, without the prior written consent of the Lessor nor shall the Customer be entitled to relinquish possession of or sublet the equipment.
  9. The Lessor may cede any or all of its rights in terms of this Agreement and/or transfer its ownership of the equipment, the subject matter of this Agreement, to any third party, without prior notice to the Customer. The Customer agrees and undertakes that on receiving notice of any such cession and transfer it will hold the equipment on behalf of the cessionary/ies and transferee/ies.
  10. A certificate signed by any manager of the Lessor, or its cessionary/ies (whose appointment need not be proved by the Lessor) as to any amount due and/or owing by the Customer in terms of or arising out of this Agreement, shall be prima facie proof of such amount for all purposes, including pleadings, any judgment and provisional sentence.
  11. The rental charges in this Agreement are calculated after taking into consideration:
    - the then current prevailing short/medium term money market rates
    - cost of conforming to statutory obligations and/or regulations, value added tax and all other similar costs (hereinafter referred to as 'rental costing factors')
- Should the rental costing factors change at any time during this Agreement; the Lessor shall be entitled to adjust the monthly rentals accordingly. If by any reason of any change in the rental costing factors, or by reason of introduction of, or change of any Law or Government Regulation, or monetary requirements of any authority, or compliance by the Lessor or its cessionary/ies with a request from any central bank or fiscal monetary or other authority affecting the deposit taking institutions generally, and without derogating from the generality of the foregoing, by reason of any increase in the levy on financial services in terms of section 64 (A) of the income Tax Act 1962 (as amended) and as applicable to deposit taking or similar institutions, there shall be an increase in the cost to the Lessor of funding the transactions recorded herein, then the Lessor shall be entitled to recover from the Customer such amounts as will indemnify the Company against such increased costs of financing such transactions, on demand.
12. **Escalation:** Both parties agree that the amount of the rentals will increase annually as stipulated on page 2 of the Master Rental Agreement.
  13. If the Customer fails to pay on any due date any rental, any damage or any other amount falling due or payable to the Lessor under this Agreement, from whatever cause, such overdue amount shall bear a R250 penalty without prejudice to any such other rights as may accrue to the Lessor consequent upon such failure.
  14. The Customer shall not, for any reason whatsoever, be entitled to withhold payments due in terms of this Agreement, nor shall the Customer be entitled to set off any rentals payable in terms thereof against any present or any future claim which the Customer may have from whatever cause. It is expressly agreed that there is no reciprocity between the obligations of the Customer to pay rentals and any obligations, which the Lessor may have towards the Customer in terms of any other agreement, which may be entered into between the Lessor and the Customer. Such an agreement shall be separate from this agreement and any failure by either the Lessor or the Customer to perform their

duties under such service agreement, shall not constitute a breach of this agreement or entitle the Customer to withhold payment of rentals or to cancel this agreement.

15. No extension of time or other indulgence granted by the Lessor to the Customer shall be construed as a waiver of any of the Lessor's rights hereunder and shall not in any way prevent the Lessor from enforcing such rights.

16. This Agreement is the sole rental agreement between the parties hereto. The Lessor shall not be responsible for any undertakings, representation, or warranty given orally or otherwise which is not specified in this agreement, nor shall any variation or amendment of, or addition to the terms and conditions of this agreement be binding upon the parties, unless stated in writing and signed and accepted by a director of the Lessor.

17. The Lessor shall in no way be liable for direct, indirect, incidental, contingent or consequential damage or injury resulting from any cause whatsoever, including, but not limited to any defect in the hardware, software or its documentation, including damages from loss of data, lighting strike, downtime, power surges, goodwill, damage to other goods or property, and any cost of recovering, reprogramming, or reproducing any program or data used in conjunction with the equipment. The Customer indemnifies the Lessor against any claims arising from any causes whatsoever which may be made by any other person against the Lessor.

18. **Warranty:** The warranty applicable will be as selected by the Customer on page 2 of the Master Rental Agreement.

19. In the event of the Lessor instructing its attorneys to take steps to enforce any of its rights under this agreement, the Customer shall pay to the Lessor on demand such collection charges and other legal costs on an attorney and own client basis as shall be lawfully charged by attorneys.

20. The Lessor shall be entitled to appropriate any payments made by the Customer to any amounts owing by the Customer to the Lessor.

21. In the event of any provision in this Agreement being construed as being illegal, pro non scripto or invalid for any reason whatsoever, the remaining provisions of this Agreement shall not be invalidated as a result thereof and shall remain of full force and effect.

22. The Customer confirms having agreed on behalf of itself and its directors, shareholders, members and /or associates that the Lessor is entitled at any time to communicate with any person to obtain and provide any information relating to their payment behavior, credit worthiness or defaults and that such information may at any time be disclosed to any other person

23. The equipment shall be delivered to the Customer and returned to the Lessor at the Customer's risk, cost and expense. If the Lessor charges a periodic rental rate, rental charges are billed to the Customer for each period or portions of the period from the time the equipment is delivered to the Customer until its return. If the Lessor charges a term rental rate, rental charged are billed to the Customer for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned or the option of notice is exercised as stipulated in clause 2.

24. Any services or repairs required by the Customer to the equipment due to misuse or negligence will be chargeable. Only a Vlocity Communications Pty Limited technician is permitted to work on the equipment, unless prior written authorization has been given by Vlocity Communications Pty Ltd, failure to do so will result in a cancellation of the extended warranty and all manufacturers' warranties.

25. The equipment under cover of this agreement will only be used in conjunction with the Services and Products as supplied by Vlocity Communications Pty Limited and/or Talk Talk Business Pty Limited. Breach of this clause will result in the immediate cancellation of this master agreement and all monitory balances of the outstanding rental period will become due on demand.

26. Please note that the Terms and Conditions for Service and Maintenance Agreements will be accompanied by their own as set out in the Terms and Conditions Agreements of both Vlocity Communications Pty Limited Annexure A and TalkTalk Business Pty Limited, Annexure B.

**RESOLUTION TAKEN BY**

**THE BOARD OF DIRECTORS / MEMBERS OF CC / PARTNERS / COMMITTEE OF**

\_\_\_\_\_

Co Registration No: \_\_\_\_\_

(Hereinafter referred to as "The Customer")

Passed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**IT WAS RESOLVED THAT:**

"The Customer" periodically enters into Rental Agreements with Vlocity Communications Pty Limited (hereinafter referred to as the Lessor) upon such terms and conditions that are usually applicable to Rental Agreements and as may be agreed upon.

That \_\_\_\_\_ In his/her capacity as \_\_\_\_\_ of the Customer, be and is

hereby authorized to sign, endorse and execute all documents for and on behalf of the Customer to give effect to this Resolution, with such modification as he/she in his/her sole discretion shall deem fit.; his/her signature to be conclusive proof that the documents which bear it are authorized in terms hereof. Failing him/her, any Director, Member, Partner or Committee Member of the Customer be and is hereby authorized and empowered in his/her capacity to settle the terms of the agreements and to sign the same for and on behalf of the Customer. That

If being contemplated that the Agreements entered into in terms of this Resolution will from time to time require amendment and/or alteration and provide for certain changes and modifications that the aforesaid or failing him/her, any director, Member, Partner or Committee Member of the Customer or either of them are hereby authorized and empowered in their discretion from time to time hereafter to amend, alter and/or modify any Rental Agreements which may be entered into with the Lessor. That

Insofar as may be necessary in the transaction/s referred to in the afore going Resolution, is/are within the ambit and scope of the Memorandum and Articles of Association of the Customer and the Customer indemnifies the Lessor and its successors in title or assigns any claim that may arise from the fact that is ultra vires the Customer. That

In the event of a partnership, the partners bind themselves jointly and severally to the Rental and Service Agreements by signature of this Resolution.

**CERTIFIED A TRUE COPY OF THE ORIGINAL RESOLUTION**

Signed at \_\_\_\_\_  
Name \_\_\_\_\_  
Capacity \_\_\_\_\_  
Date \_\_\_\_\_  
Signature \_\_\_\_\_