MASTER RENTAL AGREEMENT

Agreement No

NASHUA | NOORDWESTE

CJJ BUSINESS SOLUTIONS (PTY) LTD T/A NASHUA NOORDWESTE
PO Box 519, Vredendal, 8160
24 Voortrekker street, Vredendal, 8160
Vat No. 4030259917 Reg. No 2012/001957/07 Tel: 027 213 2073 Fax: 027 213 4828

USER

Name/Legal Persona: KAMIESBERG LOCAL MUNICIPALITY

Trading as:

Registration No: VAT Reg No:

Physical Address: 22 MAIN STREET
GARIES, 8220

Postal Address: P O BOX 38, GARIES, 8220

E-Mail Address:

Telephone No: 0276521014 Fax No: 0276521148

SURETY I/We hereby bind my/ourselves as surety/ies and co-principal debtor(s) in accordance with the suretyship herein and conditions set overleaf which have been read and understood by me/us, and hereby choose the below address as my/our *domicilium citandi et executandi*

1. Full Names (Address)	1. Signature ID No	Witness Signature
2. Full Names of (Address)	2. Signature ID No	
3. Full Names of (Address)	3. Signature ID No	Print Full Name

SCHEDULE TO THE MASTER RENTAL AGREEMENT, the terms and conditions of which shall apply hereto as though specifically set forth herein

Description of Goods	Serial Number	Monthly Rental excluding VAT
"Please refer to attached annexure"		
	VAT	R 3 356.28
	TOTAL	R 25 731.49

Rentals payable monthly in advance from the Commencement Date.

Initial Rental Period: 36 months

Annual Rental Increase: 0 %

Commencement Date: 01. 07. 2021

Select with X: FIXED [X] VARIABLE [ ] SEE CLAUSE 7.2

User Signature

User confirms that this payment plan was complete and that the terms and conditions overleaf have been read at the time of signature.

DEBIT ORDER AUTHORIZATION, we request the Rentor or its Cessionary to draw against my / our bank account, wherever it may be the amount due in terms of this Rental Agreement.

Bank: First National Bank Branch Code: 25-06-55

Branch: GARIES Account No: 62022501440

Name of Account Holder: KAMIESBERG MUNISIPALITEIT

Signature Signature

Rufus Beukes

Print Full Name Print Full Name

The User hereby warrants that payment of the first rental shall constitute an acknowledgement by the User that the Goods are in proper working order and correctly installed.

ACCEPTANCE CERTIFICATE User hereby irrevocably declares to the Rentor that the Goods described in schedule above have:

(a) **Been delivered and installed** in accordance with the conditions of the Agreement.
(b) Where applicable has been subjected to all field operating and/or similar tests which have now been completed and the **results are completely satisfactory.**
(c) **Been inspected,** are in good order and condition, free from defect and ready for use in every aspect.
(d) That no representations, undertakings or warranties not specifically contained herein are binding on the Rentor. User acknowledges that User was referred to the Rentor by the supplier of the Goods and that the Rentor has purchased the Goods from the supplier at the User's special instance and request. Accordingly User hereby indemnifies Rentor against that may be made against Rentor, or for any loss that the Rentor may sustain arising out of or in relation to the purchase by Rentor of the Goods from the supplier or the ownership thereof.
(e) User confirms that the serial number(s) on the Goods correspond with the serial number(s) on the schedule.

Signed at Garies on this 28th day of June 20 21

Witness Signature Cloete User Signature

TO BE COMPLETED BY THE PERSON SIGNING THE AGREEMENT

I, Rufus Beukes (Print Full Name) the person signing the above Agreement on behalf of the User in his/her capacity as Municipal Manager of the User, hereby certify, warrant and agree that:

1. I have been duly authorized to sign the document on behalf of the User.
2. I have been afforded sufficient opportunity to read the contents of the above Agreement, and have read it.
3. No representation has been made to me by the Rentor or any of its representatives or agents as to the meaning of the contents of the Agreement or any variations therefrom.

This Rental Agreement is executed at Garies on this 28 th day of June 20 21

On behalf of User	On behalf of Rentor
Signature	Signature
Name (Print): Rufus Beukes	Name (Print): E. Bothma
Witness: Cloete	Witness: M. Möller
Name (Print): D. Cloete	Name (Print): Madie Möller

This Rental Agreement falls outside the ambit of the National Credit Act No 34 of 2005.

1. User hereby hires from the Rentor, which hereby rents, subject to the terms and conditions set out herein and in the schedule/s which is/are or may, from time to time, be annexed hereto, the Goods described in the schedule/s for the rentals payable as set out in the schedule. The conditions of this master agreement shall apply mutatis mutandis to each and every schedule which the parties may enter into and the Goods described in each such schedule shall be rented according to the conditions of this master agreement as if the conditions of this agreement were incorporated in each and every such schedule. The conclusion by the parties of each schedule shall create a separate and independent agreement in respect of the Goods described in such schedule.
2. Ownership of the Goods shall vest in the Rentor at all times and nothing in this agreement shall be construed as conferring on the User or any other person on its behalf any right, title or interest in the Goods other than as User. The User shall not acquire ownership on the delivery or during or after the termination of this agreement for any reason whatsoever, this is notwithstanding the fact that where the goods are software, that for legal requirements the software will be registered in the name of the User for the duration of this agreement. In the event of the rental of such software, should the User change their current operating system then the User shall be liable, where required, to update the relevant software at the User's cost.
3. If two or more Users sign this agreement, their liability shall be joint and several and if this agreement is not signed by all persons named as Users, or by all partners of User in the event of a partnership, this agreement shall nonetheless be and remain binding on all the Users who signed this agreement or on User being a partnership.
4. 4.1 The User warrants, such warranties being material and going to the root of this agreement, that all and any information supplied to the Rentor by the User or anyone on its behalf concerning the User's business in whatever form, is true and correct in all material aspects, in particular, all information so supplied to the Rentor during its investigation prior to the commencement date including balance sheets, income statements, cash flows, profit forecasts and other financial statements or accounts. The User further warrants that all such information as may be presented to the Rentor will be true at the relevant time, and will remain true and correct in every material aspect.
   4.2 The User warrants that the rentals are wholly or partly deductible from User's income under Part 1 of Chapter 11 of the Income Tax Act No. 58 of 1962.
   4.3 All warranties implied by the common law are expressly excluded.
   4.4 The Goods have been acquired by the Rentor at User's request and solely for the purpose of renting the Goods to User. The Goods and the supplier have been selected by User who has also negotiated all the specifications, warranties and guarantees required by it directly with the supplier. Rentor makes absolutely no warranties or representations whatsoever whether expressed or implied to User as to the condition of the Goods for any purpose whatsoever and the Goods are rented totally voetstoets by User.
   4.5 User is not liable for any residual and/or balloon payment/s during or on expiry of this agreement.
5. 5.1 Signature by User of the acceptance certificate shall be an acknowledgement that User has fully inspected and approved the Goods and that same are in every way satisfactory to User and that the Goods were duly delivered to User.
   5.2 Delivery of the Goods shall be for the User's costs. The User shall accept the Goods on Rentor's behalf so that ownership of the Goods shall pass to Rentor and shall hold the Goods for and on behalf of the Rentor for the entire duration of the agreement.
   5.3 User shall be deemed to accept the Goods on behalf of the Rentor when the Goods are delivered by the supplier to the User and User acknowledges that the Goods are delivered by the supplier thereof to the User acting as receiving agent on behalf of Rentor.
   5.4 User shall have absolutely no claim of any nature whatsoever against the Rentor nor shall User be entitled to cancel this agreement if after having signed the schedule and acceptance certificate it subsequently transpires that the Goods, or any part thereof, are for any reason unacceptable to User.
6. It is specifically recorded and agreed between the parties that this agreement applies only to the hiring of the Goods and that the rentals stipulated in the schedule do not include any payment in respect of maintenance. The parties specifically agree that any maintenance agreement in respect of the Goods is a separate and distinct agreement from this agreement and the renewal or cancellation of such maintenance agreement shall not affect the terms of this agreement. User shall not be entitled to withhold compliance with its obligations under this agreement because of any dispute in relation to the maintenance agreement and/or because of any nonperformance in terms of the maintenance agreement.
7. 7.1 For all purposes of this agreement, prime shall mean the publicly quoted basic rate of interest per annum at which Rentor's bankers will lend on overdraft, as certified by a manager of the said bankers, whose appointment it shall not be necessary to prove.
   7.2 The rentals payable in terms of this agreement and the schedule/s are based on prime. Should prime increase during the term of this agreement, Rentor shall, with effect from date of such increase, adjust the rentals payable in terms of this agreement. This adjustment is in addition to the annual increase of the rentals as stipulated in the schedule/s.
   7.3 If so required by the Rentor, User shall complete and deliver to Rentor a bankers debit order document in such form as Rentor may require for purpose of payment of future rentals, and/or any other sums payable under this agreement. The debit order shall not be construed or regarded as substituting, varying or novating Users obligations under the agreement. Notwithstanding the aforegoing, Users signature hereto constitutes Users authority to Rentor or its cessionary to draw against Users bank account, wherever it may be, all amounts due in terms of this agreement.
   7.4 In the event of any change in any law or regulation or in the interpretation thereof, resulting in an increase to Rentor in any cost factor in providing or maintaining this agreement, Rentor shall be entitled to increase the rental payments by such amount as necessary in order to recover such increased cost.
   7.5 User acknowledges that in terms of Value Added Tax Act, value added tax (VAT) at the prevailing rate as at date of signature hereto has been included in each rental. In the event of any change in the rate at which VAT is payable and/or in the amount of VAT payable in respect of the rental payments, the rentals which fall due on or after the date of the said change shall be recalculated accordingly and the said recalculated rentals shall substitute the rentals which were calculated at the old rate.
8. 8.1 User shall insure the Goods for the duration of this agreement with a registered insurer and / or through an intermediary both of User's own choice, on a comprehensive basis for the replacement value plus VAT, under an insurance policy. The User shall ensure that the Rentor's interests are endorsed on the said policy/ies, and shall at all times comply with all the terms and conditions of such policy/ies. User hereby cedes to the Rentor as security for its obligations under this agreement all its right, title and interest in and to said policy/ies. In the event of the User failing to furnish the Rentor with proof of such insurance or in the event of the policy/ies becoming of no force or effect for any reason whatsoever the Rentor shall be entitled (but not obliged) to insure the Goods and to reclaim the amount of such premiums and / or excesses from the User upon demand.
   8.2 User shall notify Rentor immediately in writing if the Goods or any part thereof are lost, stolen or damaged and shall do all that is necessary for the successful submission of a claim to the insurers.
   8.3 If any of the Goods, rented in terms of this agreement, are lost or stolen and not recovered within a period of 21 (twenty-one) days after such loss or theft or, in the Rentor's sole discretion, are damaged beyond repair, this agreement shall terminate forthwith in respect of such Goods, provided that such Goods may, at Rentors election, be replaced in which event this agreement shall apply mutatis mutandis to such replacement Goods.
   8.4 On termination of this agreement in terms of 8.3 the User shall forthwith pay to the Rentor all rentals which would have fallen due in terms of this agreement from the date of termination until the earliest possible date on which this agreement could have terminated by notice, together with any / all other amounts due.
9. If User defaults in the punctual payment of any monies as it falls due in terms of this agreement; or fails to comply with any of the terms and conditions of, or its obligations under this agreement; or commits any act of insolvency, or being a natural person, assigns, surrenders or attempts to assign or surrender his estate; or allows a default judgement to remain unsatisfied for a period of seven days or be refused recission within fourteen days of any default judgement, or is sequestrated or placed under business rescue or wound up, whether provisionally or finally; or abandons the Goods; or compromises with any of its creditors or endeavours or attempts to do so; or makes any incorrect or untrue statement or representations in connection with this agreement or User's financial affairs or any particulars relevant thereto; or breaches any warranty given in terms of this agreement; or does or allows to be done anything that might prejudice Rentors rights, under this agreement, then and upon the occurrence of any of these events Rentor may elect without prejudice to any of its rights to;
   9.1 Immediately terminate this agreement, take possession of the Goods, retain all amounts already paid by User and claim all amounts which are in arrears at date of termination together with as preestimated liquidated damages, the future rentals which would have fallen due in terms of this agreement from the date of termination until the end of the period stipulated in the schedule on which this agreement could have terminated by notice, or;
   9.2 Without terminating this agreement, claim immediate payment of all amounts which are due and/ or all rentals which would have fallen due in terms of this agreement until the earliest possible date on which this agreement could have terminated by notice, all of which shall be immediately due and payable. The Rentor shall, pending payment of those amounts, be entitled to be possessed of the Goods and to retain possession thereof on condition that against such full payment the Rentor shall return the Goods or similar Goods to the User who shall not be entitled to any rebate or abatement of rentals of other amounts by reason of its loss of possession.
   9.3 User shall pay the Rentor interest on any amounts owing in terms of clause 9.1 and 9.2 at 6% above the publicly quoted prime interest rate of the Rentor's bankers at the nominal annual rate compounded monthly. Said interest shall accrue from due date for payment to date of payment receipt by Rentor.
   9.4 Rentor may appropriate any payments made by or on behalf of User to any indebtedness of whatsoever nature of User to Rentor.
10. 10.1 Rentor may, without any notice to User, assign and/or transfer all or any parts of its right, title and interest in and to this agreement and/or ownership of the Goods to any person whatsoever and unless the context otherwise indicates, any reference to Rentor in this agreement shall be deemed to include its cessionary or delegatee.
   10.2 The Rentor hereby cedes to the User who accepts cession thereof, all claims which the Rentor may have against the Suppliers of Goods and all components thereof and the suppliers of all services in connection therewith arising out of any express or implied guarantee, warranty or undertaking as to the condition state or quality of the Goods or any part thereof or as to the fitness or suitability thereof for any purpose whatsoever or arising out of any latent or patent defect in the Goods.
      10.2.1 The cession in terms of 10.2 operates as a complete and absolute discharge of any liability of the Rentor to the User in respect of any corresponding claim which is not excluded by this agreement.
      10.2.2 Nothing contained in this agreement shall derogate from the User's obligations in terms of this agreement notwithstanding that it may have no right against the suppliers of the Goods or components thereof or of the services in connection therewith in terms of any of the Rentors rights ceded to the User in terms of this agreement.
      10.2.3 The Rentor makes no warranties or representations as to the validity or enforceability of any right it may have against any of the suppliers.
      10.2.4 The cession of rights against the suppliers in terms of this clause shall ipso facto terminate on termination of this agreement and the rights hereby ceded shall ipso facto be deemed to have been receded by the User to the Rentor.
11. A certificate signed by any manager of the Rentor (whose appointment need not be proved by Rentor) as to the amount due and/or owing by the User in terms of or arising out of this agreement shall be prima facie proof of all the matters therein stated for all purposes.
12. 12.1 User shall, on termination of this agreement by notice, return the Goods together with all applicable documents to Rentor at User's cost and expense.
   12.2 Upon the return of the Goods, per 12.1, User shall have no further right or interest in the Goods.
   12.3 Notwithstanding the provisions of this agreement should User, in breach of its obligations, fail to return the Goods on termination of this agreement, then in addition to any other claims that Rentor may have against User pursuant thereto, User shall be liable to continue to pay the rentals to Rentor as if the agreement had not been so terminated.
   12.4 This agreement commences on the commencement date set out in the schedule and shall continue indefinitely until terminated by either of the parties giving the other one calendar month's written notice of termination, provided that, no notice may be given to expire before the effluction of the Initial Rental Period stipulated in the schedule.
13. 13.1 User shall at all times keep the Goods in its possession and under its direct control and shall take all reasonable care in the use of Goods. User shall at its own expense maintain the Goods in proper working order and keep the Goods free from attachment, hypothec, or other legal charge or process. User shall not sell, let, loan, pledge, transfer or otherwise encumber or alienate the Goods in any way or permit any lien to arise in respect of the Goods, and shall not cede, assign or delegate any of its rights or obligations in terms of this agreement. The Goods shall be operated at User's cost and controlled only by properly trained, licensed and qualified persons. User shall comply with the specification, instructions and recommendations of the manufacturer for the operation, service, maintenance and/or repair of the Goods or any part thereof.
   13.2 User may not materially alter or modify the Goods. Any part or accessory added to the Goods shall become the Rentor's property without any compensation.
   13.3 User shall at reasonable times permit the Rentor or its representative to inspect the Goods.
   13.4 User shall at its own expense apply for licenses, certificates, consents or exemptions that may be required for or in connection with ownership or use of the Goods.
   13.5 User admits and agrees that the Goods are movable and are installed with the purpose that the Goods shall remain movable and that they shall under no circumstances accede to any property.
   13.6 User shall have the rights to upgrade the Goods or any part thereof, subject to Rentor's or its Cessionary's prior written consent thereto.
   13.7 The Goods shall not, without the Rentor's prior written consent, be removed from outside the boundaries of the Republic of South Africa.
14. The Goods will be kept at the address stated on this agreement and User shall forthwith upon signature of this agreement notify Rentor in writing the name and address of any other premises to which the Goods are moved and of the name and address of the owner of such premises. User shall also notify Rentor immediately of any changes that may occur from time to time in the leasehold or ownership of the premises upon which the Goods may from time to time be installed or kept. User is obliged to obtain the required permission for the installation of the Goods on the premises referred to.
15. 15.1 No relaxation or indulgence granted by the Rentor to User shall be regarded as a renunciation of any of the Rentor's rights and shall not in any way prevent the Rentor from enforcing such rights. This agreement is the entire and complete agreement between the parties. No agreement differing from the terms and conditions of this agreement shall be of any force or effect unless it is in writing and signed by the parties of this agreement.
   15.2 Insofar as certain identification details are not known on the signature date the Rentor is authorised to complete the schedule/s when such details become known and User agrees that details so completed shall be binding on User.
16. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.
17. 17.1 User consents to the jurisdiction of the magistrates court having jurisdiction over its person, irrespective of the amount in dispute. Should Rentor choose to institute action in any other court, Rentor shall not be limited to recovering costs on the magistrates court scale.
   17.2 In the event of the Rentor instructing its attorneys to take steps to enforce any of its rights under this agreement, User shall pay to the Rentor on demand such collection charges and other legal costs on an attorney and own client basis which shall be lawfully charged by the attorneys.
18. The User chooses domicilium citandi et executandi for all purposes at User's address as stated on this agreement. User may change its domicilium by written notice delivered by hand or sent by registered post to Rentor. Any notice delivered by hand or sent by registered post to User's domicilium shall be deemed to have been received on date of delivery, if delivered by hand, or on the seventh day of posting, if sent by registered post.
19. The User consents to the Rentor or its cessionary making enquiries about the User's credit record with any credit reference agency and any other party to confirm the details on this application. The Rentor or its cessionary may also provide credit reference agencies with regular updates regarding how the User manages its account including their failure to meet agreed terms and conditions. The User consents that credit reference agencies may, in turn, make the records and details available to other credit grantors. The Rentor or its cessionary may also give this information to any person, who, in its opinion, needs it to carry out any of the Rentor or its cessionary's rights or duties in terms of the contract or any law pertaining to the products the User has requested.
20. The User authorises the Rentor to complete any blank spaces in the Schedule relating to the Commencement Date and the serial numbers and other identification of the Goods. The User also authorises the Rentor to rectify any manifest errors contained in this agreement and/or schedule/s. The Rentor undertakes to give the User written notice of any rectifications made to this agreement and/or schedule/s and of any blank spaces completed in the schedule/s in terms of this clause, and to send the User a copy of the completed and/or corrected agreement and/or schedule/s.

SURETYSHIP, TERMS AND CONDITIONS

I/We the surety/ies listed in the suretyship section of this agreement overleaf, do hereby bind myself/ourselves jointly and severally as surety/ies and co-principal debtor/s in solidium for all amounts which are now or might in the future become payable by User to Rentor or its cessionary in the event of a cession which may become owing for any reason whatsoever or howsoever arising as continuing covering security for all debts which may become owing by the User to the Rentor both current and future. I/We renounce the benefits of excussion, division and cedendarum actionem, the nature and extent of which I/we acknowledge myself/ourselves to be aware. No extension of time or indulgence that may be granted to User at any time, nor any release of any other security or suretyship shall in any way affect my/our liability hereunder. I/We consent to the jurisdiction of the Magistrates Court provided that the Rentor shall be entitled to institute action in any other court. I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and client scale. I/We indemnify and hold the Rentor and its cessionary, in the event of a cession, harmless against any claim arising out of or incidental to this agreement, to its breach or its termination for any reason whatsoever. I/We warrant and represent that I/we have received and will continue to receive adequate value for the granting of this suretyship. I/We hereby agree that where it is contemplated that more than one person will sign as surety, one or any of us who may have signed as surety/ies shall be bound in solidium irrespective of whether or not the other or others referred to will have executed this document or become bound in terms hereof. I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this suretyship shall be of any force or effect unless it is agreed to in writing and signed by Rentor or its cessionary, in the event of a cession in terms of this agreement. A certificate signed by any manager of Rentor (whose appointment need not be proved by Rentor) as to any amount due and/or owing by the surety/ies in terms of or arising out of this agreement shall be prima facie proof of all the matters therein stated for all purposes.

INITIALS OF BOTH PARTIES

ANNEXURE to Master Rental Agreement

Agreement No

NASHUA | NOORDWESTE

CJJ BUSINESS SOLUTIONS (PTY) LTD T/A NASHUA NOORDWESTE
PO Box 519, Vredendal, 8160
24 Voortrekker street, Vredendal, 8160
Vat No. 4030259917 Reg. No 2012/001957/07 Tel: 027 213 2073 Fax: 027 213 4828

USER

Name/Legal Persona KAMIESBERG LOCAL MUNICIPALITY

Trading as

Registration No VAT Reg No

Commencement Date

SCHEDULE TO THE MASTER RENTAL AGREEMENT, the terms and conditions of which shall apply hereto as though specifically set forth herein

Description of Goods	Serial Number	Monthly Rental excluding VAT
X515MAC42G0T	M3N0LP02N15311D	R 190.63
X515MAC42G0T	M3N0LP02N162118	R 190.63
X515MAC42G0T	M3N0LP02N07111D	R 190.63
X515MAC42G0T	M3N0LP02N077112	R 190.63
X515MAC42G0T	M3N0LP02N08311C	R 190.63
X515MAC42G0T	M3N0LP02N094113	R 190.63
X515MAC42G0T	M3N0LP02N100119	R 190.63
X515MAC42G0T	M3N0LP02N13511C	R 190.63
X515MAC42G0T	M3N0LP02N13611B	R 190.63
X515MAC42G0T	M3N0LP02N018115	R 190.63
X515MAC42G0T	M3N0LP02N012116	R 190.63
X515MAC42G0T	M3N0LP02N170118	R 190.63
X515MAC42G0T	M3N0LP02N003118	R 190.63
X515MAC42G0T	M3N0LP02N03911C	R 190.63
X515MAC42G0T	M3N0LP02N089114	R 190.63
IM350H1	3381P100737	R 604.08
IM350H1	3381P100735	R 604.08
IM350H1	3381P100738	R 604.08
IM350H1	3381P100720	R 604.08
IM350H1	3381P100734	R 604.08
IM350H1	3381P100718	R 604.08
IM350FH1	3370PB01834	R 804.08
IM350FH1	3370PB01831	R 804.08
IM350FH1	3370PB01806	R 804.08
IM350FH1	3370PB01807	R 804.08
IM350FH1	3370PB01833	R 804.08
IM350FH1	3370PB01832	R 804.08
IMC4500	3120MC11265	R 2766.70
IMC4500	3120MC11280	R 2766.70
IMC4500	3120MC11214	R 2766.70
IMC4500	3120MC11199	R 2766.70
	SUB TOTAL	R 22375.21
	VAT	R 3356.28
	TOTAL	R 25731.49

INITIALS OF USER

INITIALS OF RENTOR