

SATELLITE RENTALS AND SALES (PTY) LTD

TERMS AND CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement unless the context otherwise indicates:

- 1.1.1 “**Accessories**” means all items supplied to the Hirer including the handset.
- 1.1.2 “**Delivery**” means the delivery of the Equipment by the Lessor to the Hirer on the date specified in the rental agreement
- 1.1.3 “**Handset**” means the Equipment described by reference to its IMEI number or serial number, which will be communicated to the Hirer via email once Satellite Rentals and Sales have allocated a satellite number , excluding all accessories supplied therewith.
- 1.1.4 “**Hirer**” means the person or entity specified as such in the Rental Agreement
- 1.1.5 “**Lessor**” means Satellite Rentals and Sales (Pty) Ltd or its nominees and assignees.
- 1.1.6 “**Rental Period**” means the period reckoned from the Delivery of the Equipment to the Return thereof;
- 1.1.7 “**Return**” means the return of the Equipment by the Hirer to the Lessor or the repossession thereof by the Lessor, as the case may be;
- 1.1.8 “**Return Details**” means a schedule of return details set out on the Rental Agreement.
- 1.1.9 “**Rental Agreement**” means the Rental Agreement entered into between the Lessor and Hirer in terms of which the Lessor rents the equipment and/or services as set out on the face of the Rental Agreement to the Hirer
- 1.1.10 “**Equipment**” means the Equipment described by its reference to its IMEI number or serial number in the Rental Agreement, together with all accessories supplied therewith.

- 1.2 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.3 Words and expressions defined in any sub-clause shall, for purposes of the clause which that sub-clause form part off, bear the meanings assigned to such words and expressions in that sub-clause.
- 1.4 Unless the contrary is stated, a reference to days shall mean business days, excluding Saturdays, Sundays and Public Holidays, and months and years shall be construed as calendar months or years.
- 1.5 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first day and including the last day, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day.
- 1.6 No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured of drafted such a provision.
- 1.7 The Terms and Conditions of this Agreement will prevail in the event of any conflict between its Terms and Condition and those of any annexure to it.

2. LETTING AND HIRING

The Lessor hereby lets to the Hirer who hereby hires the Equipment for the Rental Period upon the terms and subject to the conditions set out in the Rental Agreement.

3. RENTAL AND PAYMENT

- 3.1 The Hirer shall as Rental for the hiring of the Equipment, pay to the Lessor the aggregate of the following:
 - 3.1.1 a daily charge for the hire of the Equipment as stipulated and published by the Lessor from time to time.
 - 3.1.2 the usage charge for airtime, text or data utilised by the Hirer which shall be determined by multiplying the number of airtime units (as defined by the Lessor from time to time) by the applicable tariffs as stipulated and published by the Lessor from time to time.
 - 3.1.3 an amount in respect of Equipment not returned or damaged;

3.1.4 value added tax and any other tax which is or may become payable by the Lessor in respect of the amounts referred to in clauses 3.1.1, 3.1.2, , and 3.1.3 above.

3.2 The Hirer shall pay the deposit as stipulated in the Rental Agreement to the Lessor on account of the Rental referred to in clause 3.1.

3.3 The Hirer understands and acknowledges that the Lessor is capable of ascertaining, from time to time during the Rental Period, the amount of the Rental owing by the Hirer to the Lessor in terms of clause 3.1 at each such time and the Hirer accordingly hereby irrevocably authorises the Lessor to recover such amounts comprising of the charges as set out in terms of clause 3.1.

4. RISK AND OWNERSHIP IN RESPECT OF EQUIPMENT

4.1 The risk in respect of the Equipment hired shall pass to the Hirer upon Delivery of the said equipment to the Hirer and shall remain with the Hirer until such time of Return of the said equipment to the Lessor.

4.2 Notwithstanding anything to the contrary which may be contained or implied in the Rental Agreement, the Hirer shall under no circumstances become the owner of the Equipment.

5. DELIVERY AND RETURN OF EQUIPMENT

5.1 The Hirer acknowledges that the Lessor delivered the Equipment to him in good condition and full working order.

5.2 The Hirer shall, at his own cost and by no later than the date stipulated therefore in the Rental Agreement, return the Equipment to the Lessor in good condition and full working order at the point of return stipulated in the Rental Agreement.

5.3 Should the Hirer fail to return the Equipment in accordance with clause 5.2 hereof, the Lessor shall be entitled to take any such steps as may be necessary to repossess or restore the Equipment to the original condition and the Hirer shall be liable for any costs incidental thereto.

6. USE OF THE EQUIPMENT

The Hirer shall;

- 6.1 use the Equipment solely for the purpose and in the manner for which it is designed and intended;
- 6.2 not purport to sell, let, loan, pledge or in any way whatsoever otherwise encumber the Equipment;
- 6.3 not in any way permit any lien or hypothec to arise in respect of the Equipment;
- 6.4 not part with possession of the Equipment;
- 6.5 not modify, alter, repair or tamper with the Equipment in any way whatsoever;
- 6.6 not permit or allow any person, other than the Lessor, to attend to any modification, alteration, repair, correction, adjustment or service of the Equipment;
- 6.7 not be entitled to cede, delegate, assign or transfer any of his rights or obligations hereunder;
- 6.8 not use or allow the use of the Equipment for any improper, immoral or unlawful propose and;
- 6.9 take all reasonable steps to ensure full and timeous compliance with clause 5.2.

7. DAMAGE, LOSS AND INSURANCE

For purposes of this Agreement the Hirer accepts and acknowledges any damage, loss, theft and access due.

7.1.1 The Hirer hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. The Hirer shall be responsible to maintain insurance on the Equipment with losses payable to the Lessor against damage, loss, fire, theft, collision, and other such risks as are appropriate and specified by the Lessor. (Client's own insurance), OR

7.1.2 The Hirer hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. The Hirer shall be responsible to maintain the full Excess on the Equipment with losses payable to the Lessor

against damage, loss, fire, theft, collision, and other such risks as are appropriate and specified by the Lessor. (Satellite Rentals & Sales Insurance), OR

7.1.3 The Hirer hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause. The Hirer shall be responsible to maintain the full deposit/part of on the Equipment with losses payable to the Lessor against damage, loss, fire, theft, collision, and other such risks as are appropriate and specified by the Lessor. (Deposit).

7.2 In the event of damage of any kind whatsoever to the Equipment, the Hirer agrees to immediately contact the Lessor with an accurate description of the damage and the circumstances of its occurrence. The Hirer agrees to be bound, legally and otherwise, by the report of the Lessor's chosen repair venue as to the cause of the damage to the Equipment

7.3 The Equipment will be deemed to be sold to the Hirer when the Hirer has failed to return the Equipment to the Lessor and not contacted the Lessor in writing within two (2) days of expiration of the Rental Period. In the event of loss of any kind whatsoever to the Equipment, the Hirer shall notify the Lessor on the same day of loss and, at the Lessor's option and whatever option is higher:

7.3.1 replace same with like equipment in good repair, condition and working order; or

7.3.2 pay to the Lessor the replacement cost of the Equipment

7.4 Notwithstanding any provision in this Agreement, the Hirer shall be liable for all charges in respect of units of air time utilised by any person other than the Hirer, pursuant to the theft or loss of the Equipment, prior to the Hirer notifying the Lessor of the loss or destruction or damage to the Equipment in accordance with this clause 7.

8. NO LIABILITY OR WARRANTY

8.1 Whilst the Lessor shall take all reasonable steps to ensure that the Equipment is in proper working order and repair, the Lessor shall not be liable in any way whatsoever for any loss or damage which may be suffered by the Hirer (including consequential loss) as a result of or in any way arising from any defect, failure or

malfunction whatsoever of the Equipment or the satellite network system within which the Handset operates, nor shall the Hirer be entitled to any credit whatsoever as a result of result of such defect, failure or malfunction.

8.2 The Lessor gives no warranties whatsoever in respect of the quality of the Equipment or its fitness for any particular purpose.

9. CERTIFICATE BY THE LESSOR

9.1 A certificate under the hand of any manager or director of the Lessor for any indebtedness of the Hirer to the Lessor in terms hereof shall be *prima facie* evidence of such indebtedness and will be sufficient proof for the purposes of enabling the Lessor to obtain any judgement or order against the Hirer.

10. ASSIGNMENT BY LESSOR

10.1 The Lessor shall be entitled, without any notice to the Hirer, to cede, delegate, assign and transfer any or all of its rights and obligations under and in terms of the Rental Agreement.

10.2 The Hirer may not actually or purportedly cede, assign, delegate or otherwise alienate any rights or obligations which it may have in terms hereof or in terms of any Agreement with the Lessor, without the Lessor's written consent, which consent will not be unreasonably withheld.

11. TERMINATION

In the event of:

11.1 the Hirer breaching or failing to comply with any of its obligations in terms of the Rental Agreement;

11.2 the Lessor, in its sole and absolute discretion, and by notifying the Hirer that the Equipment should be returned to the Lessor and the Hirer fails to do so within 24 (TWENTY FOUR) hours of such notice; then, the Lessor shall be entitled, without notice to the Hirer and without prejudice to any of its rights (including right to damages) to cancel this Agreement, repossess the Equipment and claim payment of all amounts due or which may become due by the Hirer to the Lessor

12. GENERAL

- 12.1 The Hirer hereby chooses *domicilium citandi et executandi* for all purposes hereunder as his address within the Republic of South Africa as set out in the Rental Agreement and any notice by the Lessor to the Hirer posted by prepaid registered post shall be deemed to have been received by the Hirer on the 7th (SEVENTH) day after the posting thereof and any such notice transmitted per telefax shall, unless the contrary is proved by the Hirer, be deemed to have been received by the Hirer 4 (FOUR) hours after the time of transmission.
- 12.2 The Lessor shall, at its option, be entitled to institute any legal proceedings arising hereunder in any Magistrate's court having jurisdiction, notwithstanding the fact that the claim or value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court in respect of the cause of action and in the event of the Lessor instituting legal proceedings against the Hirer in terms hereof, the Lessor shall be entitled to recover all its costs and expenses in the regard including, but not limited to, attorney and own client costs, collection commission and tracing fees.
- 12.3 Should any provision/s of the Rental Agreement at any time be invalid or unenforceable for any reason whatsoever then such provision shall be deemed to be severable from the rest of the Agreement and such validity of enforceability shall not affect the validity of/or enforceability of the provisions of the Rental Agreement other than such provision in any way whatsoever.
- 12.4 Subject only to the provisions of clause 12.8, no variation of this Agreement shall be of force or effect unless it is in writing and is signed by both the Lessor and Hirer.
- 12.5 The Rental Agreement contains all the terms and conditions of the Agreement between the Lessor and the Hirer and the parties accordingly acknowledge and agree that:
- 12.5.1 the Lessor has given no warranties and there are no understandings, representations or terms between them with regard to the hiring by the Hirer of the Equipment other than those contained in the Rental Agreement; and
- 12.5.2 in the event of any conflict between the provisions of the Rental Agreement and any information which may be contained in any information booklet, leaflet, pamphlet, brochure or the like made

available by the Lessor from time to time, the provisions of Rental Agreement shall at all times prevail, be binding upon the parties thereto and be carried into effect.

12.6 No act of relaxation on the part of the Lessor in regard to the carrying out of any or all of the Hirer's obligations in terms hereunder shall prejudice or be deemed to be a waiver of any of the Hirer's rights in terms hereof.

12.7 In the event of the signatory on the Rental Agreement described hereunder being a person or entity other than the signatory hereto, the signatory hereto;

12.7.1 hereby warrants that he is duly authorised to enter into the Rental Agreement on behalf of such other person or entity (as the case may be); and

12.7.2 by his signature hereto, binds himself to the Lessor jointly and severally with such other person or entity (as the case may be) and all the obligations of the Hirer in terms of the Rental Agreement shall accordingly be the joint and several obligations of the signatory and such other person or entity (as the case maybe)

12.8 Should the Hirer at any time and from time to time during the Rental Period wish to vary any of the terms of the Rental Agreement, the Hirer may request the Lessor to effect such variation. Should such variation be acceptable to the Lessor, the Lessor shall transmit a copy of the duly varied Rental Agreement to the Hirer via email utilising the email address stipulated in the Rental Agreement. Should the Lessor not transmit the varied Rental Agreement to the Hirer as aforesaid, the variation requested by the Hirer shall be deemed to not have been acceptable to the Lessor and shall accordingly not be varied in the manner requested.

12.9 The Agreement shall be subject to the laws of the Republic of South-Africa.

13. SURETYSHIP

13.1 In the event that the Hirer is a juristic person, the signatory to Rental Agreement hereby unconditionally and irrevocably binds himself/herself to the Lessor as surety for and co-principal debtor of the Hirer in respect of any and all of the Hirer's duties and obligations under this Agreement, and renounces the benefit of legal exceptions of excussion and division, non-indebtedness,

error in calculation and revision of accounts, the force and effect of which he/she acknowledges himself/herself to be fully acquainted with

14. INDEMNITY

The Hirer shall indemnify the Lessor against, and hold the Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Hirer's use of the Equipment.

Contract drawn up by: Clientele Lawyers. Policy Number: 952199627