



# REHO COMMUNICATIONS

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## TWO-WAY RADIO SPECIALISTS

### THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL AGREEMENT IN RESPECT OF RADIO RENTALS

#### 1. RESERVATION OF OWNERSHIP

The lessor will at all times retain ownership in and to the equipment and shall be entitled to recover possession of the equipment at any stage subject to the terms and conditions of this agreement.

#### 2. INSTALLMENTS

The lessee shall pay the lessor, free of exchange, at the address of the lessor, the rental shown in the schedule on the due dates thereof. All payments shall be made without any deductions whatsoever.

Should the lessee make a direct deposit or electronic transfer of funds to the lessor's bank account, then the onus will be on the lessee to notify the lessor thereof.

The lessor is entitled to appropriate any payments received for and on behalf of the lessee to any indebtedness of the lessee from whatsoever cause arising.

#### 3. PRICE INCREASES

The Lessor reserves the right to review all radio rental fees payable from time-to-time and adjust these accordingly. The Lessee will be notified in advance of any such adjustments to the fees payable.

#### 4. USE OF THE EQUIPMENT

**4.1** The lessee will, at all times, keep the radio equipment in his possession and control and exercise due and proper care in the use thereof and will at his own cost maintain the equipment in good working order.

**4.2** The lessee will keep the radio equipment properly housed and protect it from loss or damage from whatsoever cause.

**4.3** The lessee will keep the radio equipment free from judicial attachments, hypothec or any other legal charges or process and will not without the written consent of the lessor encumber or in any way deal with the radio equipment.

**4.4** The radio equipment will be operated at the lessee's cost. Only competent and proper-

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ly trained, persons may use the radio equipment.

**4.5** The radio equipment will be used only for the purpose for which it was intended and the lessee or his employees, contractors or agents will comply and ensure compliance with the instructions, specifications, manuals and recommendations of the manufacturers or suppliers of the radio equipment or any authorized agent or dealer thereof.

**4.6** The lessee will not make any alterations, additions or modifications to the radio equipment without the lessor's prior written consent. Any part or accessory added to the radio equipment becomes part thereof and ownership thereof will vest with the lessor.

**4.7** The lessor or his authorized representative shall, at all reasonable times, be entitled to examine the radio equipment.

**4.8** The lessee acknowledges and agrees that the radio equipment is movable property and that it may be installed in certain premises, and notwithstanding any such installation it is the clear and expressed intention that the radio equipment at all times remain the property of the lessor who has the right to remove such radio equipment on termination of this agreement for any reason.

**4.9** The lessee will use the equipment according to the rules and regulations as laid down by ICASA.

**4.10** The lessee will not permit anybody other than the lessor to programme any radio equipment not listed on the schedule to the frequencies licensed to the lessor.

## **5. THE RIGHT TO TERMINATE ACCESS**

*The lessee's attention is drawn to section 13 of Act which reads:*

**"13(1)** When any rental agreement in respect of which the initiative emanated from any rental grantor or his manager, agent or employee, is signed by any rental receiver at a place other than the business premises where the rental grantor or his manager, agent or employee ordinarily carries on business, the rental receiver may within five days after the date of the rental agreement terminate it by notice in writing delivered or sent by prepaid registered mail to the rental grantor and by tendering the return of any equipment delivered to him in terms of the rental agreement."

**"13(2)** the period of five days contemplated in subsection (1) shall be calculated with the exclusion of the day upon which the rental "agreement was entered into and of any Saturday, Sunday or public holiday.

## **6. NOTIFICATION TO THE LANDLORD**

The lessee will advise the lessor in writing of the full name and address of the landlord where the radio equipment is kept as well as the name and address of any subsequent landlord. The lessee is obliged to notify such landlord of the lessee's ownership of the radio equipment.

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## **7. RESTRICTION ON MOVEMENT OF THE EQUIPMENT**

In order to comply with the ICSA conditions of licence, Lessee will be required to inform the Lessor of the location where the radio equipment will be used. The Lessor will then ensure that the frequencies programmed on the radios are licensed for use in the specific area. The Lessee may therefore not use the equipment outside of the boundaries indicated in the licence. Furthermore, the equipment will not, without the prior written consent of the lessor, be used elsewhere than in the Republic of South Africa and will not be transported beyond the border of the Republic of South Africa.

## **8. BREACH**

*Should the lessee:*

- 8.1** fail to pay any amount due in terms hereof on due date; or
- 8.2** fail to pay any other amount due and payable in terms hereof; or
- 8.3** fail to perform or observe any other term or condition hereof; or
- 8.4** commit any act of insolvency or being a natural person surrender his estate or be sequestrated or placed under judicial management whether provisional or final; or
- 8.5** suffer any judgment by default to be entered against him and fail to take steps to rescind such judgment within 7 (seven) days of it coming to his knowledge or fail to satisfy such judgment within 7(seven) days of the refusal of rescission thereof; or
- 8.6** abandon the equipment; or
- 8.7** compromise with his lessor's; or
- 8.8** have made inaccurate statement or representation in connection with this agreement or his financial affairs; or
- 8.9** do anything which may prejudice the lessee's rights under this agreement; or
- 8.10** allow equipment to be seized under any legal process issued against the lessee; or
- 8.11** apply for assistance in terms of the Agricultural Credit Act 28 of 1966, as amended, or any amendment thereof, then and upon the happening of any of these events but subject to the provisions of Section 11 of the Act, the lessor will be entitled in its election and without prejudice to any of its other rights to:

**8.11.1** Claim immediate payment of all amounts due under this agreement plus interest thereon together with the rentals for the un-expired period of this rental agreement. Should the lessee make payment of the aforesaid amounts he will be entitled to the use of the equipment for the un-expired period of this agreement; or

**8.11.2** Cancel this agreement and take back possession of the equipment and claim:

- all arrear installments plus interest thereon; and
- Damages which are equivalent to the total of all installments in respect of the in-expired period of this agreement reckoned from date of cancellation plus the replacement value of the equipment as determined in clause 10.2 if the equipment specified is not returned to the lessor.

**8.12** Whenever is necessary to determine the replacement value of the equipment such

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value will be determined at the expense of the lessee by an appointment by the lessor whose valuation will be final and binding on the lessee.

## **9. INDULGENCE**

No relaxation or indulgence granted by the lessor to the lessee in regard to any of the terms and conditions hereof is deemed to be a waiver of any of the lessor's rights nor is any such relaxation or indulgence deemed to be a novation of any of the terms and conditions of this agreement.

## **10. ENTIRE CONTRACT**

This agreement, the schedule and these T&C's is the whole agreement between the parties and no variation or amendment thereof is of any force and effect unless agreed to in writing by both parties. The parties acknowledge that no representative or warranties, other than those provided for herein, were made by either party in connection with the equipment or any other matter included herein.

## **11. CESSION AND ASSIGNMENT**

*The lessee:*

**11.1** May not cede any of his rights or obligations hereunder without the prior written consent of the lessor;

**11.2** Waives all the benefits conferred upon him by the prescription Act 68 of 1969, as amended, and agreed that he is thereby precluded from pleading prescription (whether acquisitive or extinctive) as a defense against any claim of the lessor.

## **12. LESSOR'S RIGHT TO PROTECT EQUIPMENT**

If the lessee fails to comply with any of the provisions of his agreement the lessor will have the right to effect such compliance on his behalf. All costs and expenses incurred by the lessor in so doing or otherwise in protecting his title or the condition of the radio equipment will be paid by the lessee to the lessor on demand.

## **13. COSTS**

**13.1** All stamp duty payable on this agreement as well as any accompanying surety ship or other collateral documents is payable by the lessee on demand.

**13.2** All costs and disbursements including legal costs on the attorney and client scale incurred by the lessor.

- A.** In recovering possession of the equipment; and / or
- B.** In tracing the lessee or the equipment; and / or
- C.** In disposing of the equipment; and / or

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**D.** In collecting or endeavoring to collect any amounts due in terms hereof, are payable by the lessee on demand including collection commission, dismantling and removal charges, of repairing and restoring equipment to their former condition, the costs of storage and all like charges.

#### **14. JURISDICTION**

**14.1** The lessee hereby consents the jurisdiction on the magistrate's court having jurisdiction over his person in respect of all legal proceedings connected with this agreement, notwithstanding that the amount of the matter in dispute exceeds the court's jurisdiction.

**14.2** Notwithstanding the aforementioned, the lessor is entitled to institute proceedings against the lessee on the division of the High Court having jurisdiction in the matter.

#### **15. PROOF OF AMOUNT DUE**

A certificate signed by any manager, accountant or director of the lessor whose capacity and authority need not be proven is prima facie proof of the matter of evidence stated therein in regard to any amount owing by the lessee and the finance charge rate applicable.

#### **16. DOMICILIUM CITANDI ET EXECUTANDI**

**16.1** The parties hereby choose domicilium citandi et executandi for all notices and processes at their respective addresses as given at the beginning of this agreement. Any notice of any change of address must be given in writing by the party concerned and deliver by hand or sent by registered mail to the other party. The address so notified them becomes the domicilium citandi et executandi.

**16.2** In the event of either party's indication of a telephone facsimile number in the schedule hereto or in the credit application form, the parties agree that, unless the contrary proven, any notice send by telephone facsimile is deemed to have been received on the day of dispatch thereof.

#### **17. TERMINATION OF AGREEMENT**

On the termination date, subject to the terms and conditions herein the lessee shall return all equipment to the lessor in the same condition accepting fair wear and tear during the use of the equipment.

The rental agreement will remain in force after the expiry of the contract period until such time as: The equipment is not returned on the due date, it will be assumed that the equipment will be required for a further unspecified period and the lessee will, without notification, be invoices on a monthly basis for the total number outstanding radios.

#### **18. ADDITIONAL EQUIPMENT**

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Any additional equipment required by the lessee at future date will, whilst this agreement is still in effect, be added to this agreement by means of an addendum and the same terms and conditions will apply. The rent will be due upon receipt of the equipment by the lessee or an authorized representative of the lessee.

#### **19. DAMAGE, LOST AND STOLEN EQUIPMENT**

All equipment will be inspected upon return. Any damages found will be repaired and the cost of such repairs will be for the clients account. Lost equipment will immediately be invoiced and the replacement of any lost equipment will also be for the clients account and is payable upon presentation of an invoice.

#### **20. CONSUMABLE ITEMS**

As per the industry standard, items such as batteries, belt clips and antennae are regarded as consumable items as therefore the replacement of these items will be for the Lessee's account.

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