

between

KEKE INVESTMENTS (PTY) LTD (Reg. No. 2004/020656/07)

("Rentor")

of: **20 CHRISLOU CRESENT, ALBERTON NORTH, ALBERTON**

and

DEBTOR (Reg. No. DEBTOR_REG_NO)

("Hirer")

of: **CLIENT_ADD1, CLIENT_ADD2, CLIENT_ADD3**

HIRER FACSIMILE NUMBER: FAX_NO

Rentor hereby hires to Hirer, who hires the goods described in each schedule hereto ("goods") upon the terms and conditions of the said schedule and of this agreement.

The conditions of this agreement shall apply to each and every schedule hereto which the parties may enter into and the goods described in any schedule shall be hired according to the terms and conditions of this agreement as if incorporated in such schedule.

The conclusion of each schedule shall create a separate and independent agreement in respect of the goods described in such schedule. Notwithstanding the foregoing, the breach of any one of the separate agreements as constituted shall be deemed, at Rentor's election to be a breach of any or all agreements effected in terms of this agreement.

TERMS AND CONDITIONS OF THE AGREEMENT

1. Duration of Agreement

This agreement shall commence on the Commencement Date set out in the Schedule and shall continue until the expiry date set out in the Schedule. The Hirer shall not be entitled to terminate this agreement prior to the expiry date of the contract without Rentor's prior approval which, if given, may be made subject to such conditions and the payment of such settlement amounts as Rentor may require.

2. Delivery

- 2.1 Hirer has selected the goods from the supplier thereof ("Supplier"), and Rentor has no knowledge of the purpose for which the goods are required by Hirer.
- 2.2 Hirer shall at its own cost procure and take delivery of the goods from the Rentor or Supplier and shall hold the goods on behalf of the Rentor for the duration of the period during which this agreement is in force. Delivery or tender of delivery by Rentor or Supplier to Hirer within 30 (Thirty) days of the commencement date shall be deemed to be delivery of the goods by the Rentor. Supplier shall not act as Rentor's agent except for the purposes of delivery.
- 2.3 Hirer shall inspect the goods on behalf of Rentor before taking delivery and shall also accept delivery on Rentor's behalf so that ownership of the goods shall pass to Rentor. Hirer is not entitled to act as Rentor's agent except for the purposes of inspecting the goods and accepting delivery.
- 2.4 The Hirer agrees that no warranties or representations have been given or made as to the state, condition or fitness of the goods. The Hirer takes the goods with all faults and agrees to accept all risk of whatsoever nature in the goods.

3. Payment

- 3.1 Hirer shall pay Rentor the rentals as set out in the schedule, or as recalculated in terms of this agreement, upon the dates provided, free of exchange and without any deduction or demand, at Rentor's abovementioned address or at such other address as Rentor may direct in writing.
- 3.2 Hirer shall not defer or withhold any amount payable under this agreement ("the payables") by reason of set-off or counterclaim.
- 3.3 If Rentor cancels this agreement and Hirer disputes such cancellation, Hirer shall continue to pay the payables whilst Hirer remains in possession of the goods. The acceptance of such payments by Rentor shall not in any way prejudice Rentor's claim for cancellation or any other claim which Rentor may have.
- 3.4 Hirer hereby requests Rentor to draw against its banking account, wherever it may be, the amounts due in terms of this agreement.
- 3.5 The Hirer warrants that all rentals payable in terms of this agreement are wholly or partly deductible from Hirer's income under Part 1 of Chapter II of the Income Tax Act 58 of 1962, as amended.

4. Ownership

- 4.1 Rentor shall at all times during and after termination of this agreement remain the owner of the goods.
- 4.2 Hirer shall ensure that the goods are not attached to any other property (movable or immovable) so that they accede thereto and Hirer undertakes, upon request, to provide Rentor with a written waiver of accession from any persons from whom the Rentor may require such waiver.

5 Risk

As between Rentor and Hirer, risk in the goods shall pass to Hirer on the earlier of signature hereof by Hirer or the date when Supplier ceases to bear the risk and shall remain with the Hirer until the goods are returned to Rentor.

6 Use

- 6.1 Hirer shall ensure that the goods are used only with due skill and care and in accordance with the manufacturer's specifications. Hirer shall not alter or modify the goods without the Rentor's prior written consent.
- 6.2 Hirer shall, at its own cost, ensure compliance with any law relating to the hire, possession, operation, licensing, registration, insurance and/or use generally of the goods.
- 6.3 The goods shall not without Rentor's prior written consent, (and then subject to such conditions as Rentor may stipulate) be removed from the Republic of South Africa.
- 6.4 Hirer shall not sell the goods, nor cede, assign or delegate any of its rights or obligations in terms of this agreement, nor allow the goods to become subject to any lien, hypothec, pledge or other encumbrance or judicial attachment, nor let, part with possession of nor abandon same, nor offer nor attempt to do any of the foregoing. Should the goods become subject to any lien, hypothec or other encumbrance Hirer shall immediately procure the release of the goods from same.

7 Maintenance and Repair

- 7.1 Hirer shall at its own expense, keep the goods in proper working order and regularly service and maintain the goods in accordance with the manufacturers recommendations.
- 7.2 All replacement parts and accessories shall be deemed to accede to the goods and become the property of the Rentor without compensation to the Hirer.
- 7.3 Rentor, its servants and/or agents may at all reasonable times inspect the goods on any premises where they are kept. Rentor shall be entitled, at its option, to maintain and repair the goods and to recover the reasonable cost thereof from Hirer.

8 Insurance

- 8.1 Hirer shall insure the goods with a registered insurer of Hirer's choice under separate insurance policy against such risks of loss, damage, destruction or mechanical breakdown as property of the nature of goods is ordinarily insured. For the duration of this agreement, Hirer shall keep the goods fully insured to the retail value of the goods from time to time, inclusive of Value Added Tax, which hirer acknowledges is the reasonable value of the goods for this purpose. The Hirer shall procure that the respective rights and interests of the Rentor and Hirer are noted on the said policy.
- 8.2 Hirer shall punctually pay all insurance premiums and shall, on demand, produce written proof to Rentor that the goods are insured and that all premiums have been paid. Rentor shall be entitled (but not obliged) to pay any insurance premiums and/or any other monies which may become due on any insurance or life policy effected in terms of this clause.
- 8.3 If any insurance referred to in this clause 8 becomes of no force or effect for any reason whatsoever or if Hirer fails to produce proof of insurance in terms of 8.2, Rentor shall be entitled (but not obliged) to insure and to keep the goods insured for at least their current market value for the remainder of the contract period against all or any risks contemplated in 8.1 above.
- 8.4 Hirer shall comply or ensure compliance with all the terms, conditions and warranties of every insurance policy effected in terms of this agreement.
- 8.5 Hirer shall, on demand, cede to Rentor as security for the due performance of Hirer's obligations in terms of this agreement, all of Hirer's right, title and interest in any insurance policy effected in terms of this agreement and shall deliver such policy to Rentor.
- 8.6 Unless the parties have agreed that Hirer's obligations shall not be secured by a life policy, Hirer shall insure his life (or if a company or close corporation, the life of any director or member) under a life policy with a registered insurer of Hirer's choice and shall cede such policy to Rentor as security for the due performance of Hirer's obligations in terms hereof.

9 Damage to the Goods

- 9.1 If the goods are damaged, destroyed or lost, Hirer shall, immediately notify Rentor in writing and shall properly and timeously do everything necessary to procure payment to Rentor of compensation under any insurance policy.
- 9.2 If so required by Rentor, Hirer shall repair and reinstate the goods at Hirer's cost and continue to discharge all obligations on due date.
- 9.3 If the goods are lost or if the goods are damaged or destroyed and Rentor, at its sole discretion, determines that the goods are incapable of economic repair, Rentor shall be entitled to cancel the agreement and to claim in terms of 12.2 as if an event of default had occurred.

10 Notification to Landlord

If at any time the goods are to be stored or kept at premises not owned by Hirer, Hirer shall immediately notify Rentor in writing of the name and address of the owner of such premises. Hirer shall similarly notify the landlord of Rentor's ownership of the goods.

11 Cession by Rentor

- 11.1 Rentor may, without notice to Hirer, delegate, cede or transfer, all or any part of its right, title and interest in and to this agreement and/or ownership of the goods to any person whatsoever.
- 11.2 Unless the context indicates otherwise, any reference to Rentor in agreement shall be deemed to include its cessionary or delegatee.

12 Breach

- 12.1 An event of default occurs if Hirer:-
- 12.1.1 fails to make punctual payment of any payables; or
 - 12.1.2 breaches any term of this agreement or of any other agreement between the parties (all of which are agreed to be material); or
 - 12.1.3 acts in any way which is referred to as an act of insolvency in the Insolvency Act; or
 - 12.1.4 allows any judgment against it to remain unsatisfied for a period of 7 (Seven) days unless an appeal has been noted against such judgment; or
 - 12.1.5 compromises or attempts to compromise or defer payment of any debt owing by Hirer to any of its creditors; or
 - 12.1.6 is provisionally or finally liquidated or placed under judicial management; or
 - 12.1.7 being a partnership is dissolved or being a private company sustains a change of shareholding; or
 - 12.1.8 generally does or omits to do anything which may prejudice Rentor's rights in terms of this agreement or cause Rentor to suffer any loss or damage.
- 12.2 Upon an event of default or the loss, damage or destruction of the goods as determined in 9.3, Rentor may, at its election and without prejudice to any other remedy which it may have in terms of this agreement or otherwise:-
- 12.2.1 without notice claim immediate payment of all payables whether due for payment or not; provided, however, that if Hirer does not make immediate payment Rentor may, notwithstanding the election to claim immediate payment in terms of this sub-clause, claim the relief set out in 12.2.2 below; or
 - 12.2.2 without notice cancel this agreement, obtain possession of the goods and recover from Hirer payment of all amounts due in terms hereof which are in arrears at the date of cancellation, together with, as pre-estimated liquidated damages, the difference between:-
 - 12.2.2.1 the total of the future rentals which would have been payable in terms of this agreement (whether such amounts are then due for payment or not) if this agreement had continued in force for the contract period, and
 - 12.2.2.2 the value of the goods if recovered by the Rentor as determined in accordance with clause 12.6 or the proceeds of any insurance paid to Rentor in respect of the goods.
- In addition Rentor shall be entitled to claim from the Hirer the amount of any Value Added Tax ("VAT") payable in respect of such damages.
- If the goods are returned to or repossessed by Rentor, it shall be entitled to dispose of same in such manner and on such terms and conditions as it may in its sole discretion determine.
- 12.3 Hirer shall pay to Rentor arrear interest at the maximum annual finance charge rate permissible for money lending transactions prescribed by the Usury Act of 1968 as amended from time to time on any amount (including liquidated damages due by Hirer to Rentor and unpaid. Such arrear interest shall be calculated from due date for payment or, in the case of damages from the date of accrual of Rentor's right to claim, to date of receipt of payment by Hirer.
- 12.4 Where Hirer before or after termination of this agreement, has failed to fulfil any obligation hereunder, Rentor shall be entitled (but not obliged) to perform or procure performance of such obligation on Hirer's behalf. Rentor may claim the cost of such performance from Hirer on demand.
- 12.5 If at any time during the currency of this agreement or thereafter, the Rentor is or becomes obliged to pay any amount to the Hirer arising out of or in connection with this Agreement, its breach or termination, such payment shall not become due or claimable by the Hirer until the whole of the Hirer's indebtedness to the Rentor (whether arising out of this Agreement or any other cause of indebtedness whatsoever) has been paid and discharged in full.
- 12.6 On termination of the agreement as provided for in this clause 12, and should it be necessary for the goods to be valued, Hirer authorises Rentor to appoint a sworn appraiser nominated by Rentor, to determine the value of the goods. Hirer agrees and undertakes to accept such valuation. If goods are not recovered by Rentor for any reason, the value shall be deemed to be nil.

13 Jurisdiction and Costs

- 13.1 Hirer consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person, irrespective of the amount in dispute. Should Rentor choose to institute action in the Supreme Court, Rentor shall not be limited to recovering costs on the Magistrate's Court scale.
- 13.2 Hirer agrees to pay any costs which may be awarded against it on the scale as between an attorney and his own client.
- 13.3 Where, the value of the goods must be determined for any purpose, such value shall be deemed to be net of all costs of commission, transportation, storage, valuation and refurbishing for purposes of resale.
- 13.4 This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

14 Domicilium

- 14.1 The Hirer chooses domicilium citandi et executandi ("domicilium") for all purposes at its address on the face of this agreement. Hirer may change its domicilium or facsimile number by written notice delivered by hand or sent by registered post to Rentor.
- 14.2 Any notice delivered by hand or sent by registered post to Hirer's domicilium or sent by facsimile to Hirer's facsimile number shall be deemed to have been received, if delivered by hand on the date of delivery, or if sent by registered post, on third day after date of posting or if sent by facsimile on date of transmission.

15 Appropriation

Rentor may at any time, before or after termination of this agreement, in its discretion, appropriate or reappropriate any monies received from Hirer towards the reduction of any amounts owed by Hirer to Rentor, whether in terms of this agreement or otherwise. Hirer specifically waives its right to name the debt to which any payment shall be applied.

16 Variable Rentals

- 16.1 The "prime rate" means the publicly quoted basic rate of interest per annum at which the ABSA Bank of South Africa Limited ("The Bank"), will lend plus any further interest which is charged to the Rentor's overdraft facility, as certified by a General Manager of the Bank whose appointment it shall not be necessary to prove.
- 16.2 The "internal rate of return" means the rate of return enjoyed by Rentor during the currency of this agreement on the amounts and at the funding rates from time to time incurred by Rentor arising out of or in connection with the hiring of goods to Hirer in terms of this agreement, and as recorded in a computer programme prepared by Rentor in respect of this agreement.
- 16.3 If prime rate changes during this agreement, Rentor shall, on or after the date of any such change, recalculate the rentals which fall due on or after the said date so that Rentor maintains the internal rate of return that it enjoyed immediately prior to the said change, and shall substitute the recalculated rentals for the previous rentals.
- 16.4 In the event of any change in any law or regulation or interpretation thereof, resulting in an increase to the Rentor in the cost of providing or maintaining this agreement, Rentor shall be entitled to increase the rentals in order to recover such increased cost.
- 16.5 A certificate signed by Rentor's auditors shall be conclusive proof of the increased rental required to cover the costs referred to in 16.4 and/or to maintain the internal rate of return referred to in 16.3.
- 16.6 In terms of the Value Added Tax Act of 1991, as amended, VAT at the prevailing rate as at date of signature of the schedule must be added to each rental and paid to the Rentor together with the rental monthly. If at any time during the currency of this agreement there is any change in the rate at which VAT is levied and/or in the amount of VAT payable such changed rate shall be applied in calculating the VAT payable in respect of the rentals with effect from the date of the said change.

17 Non Variation

- 17.1 This is the entire agreement between the parties relating to the goods. There are no oral or collateral written agreements which in any way vary or modify this agreement or suspend the operation of same and there are no implied or tacit terms or conditions to be read into this agreement.
- 17.2 The schedule was fully completed prior to the signing of this agreement and the particulars therein are correct.
- 17.3 This agreement may not be amended, cancelled or novated except and only to the extent that such amendment, cancellation or novation is reduced to writing and signed by both parties. No relaxation by Rentor of any of the terms of this agreement shall be deemed to be a waiver of Rentor's rights and Rentor may enforce the terms strictly at any time.

18 Obligations of Hirer on Termination

- 18.1 Upon expiry of this agreement at the end of the contract period or upon termination of this agreement for any other reason Hirer shall return goods to Rentor at Hirer's expense and shall have no further interest in and/or rights to the goods. Hirer undertakes that the goods will be in good working order and condition, fair wear and tear excepted, upon return of same.
- 18.2 If the Hirer fails to return the goods to the Rentor within 7 (seven) days, the rentor will be entitled to collect the goods from the Hirer and all costs will be for the account of the Hirer.

19 General

- 19.1 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 Hirer 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.
- 19.2 If more than one Hirer signs this agreement, the signatories shall be jointly and severally liable for Hirer's obligations. If this agreement is not signed by all persons named as Hirer above or by all partners of Hirer (if a partnership), this agreement shall bind those persons who have signed as Hirer or the Hirer being a partnership (as the case may be).
- 19.3 Unless the context indicates otherwise, reference to any gender shall be deemed to include the other genders, reference to the singular shall be deemed to include the plural and vice versa, and words and phrases and abbreviations used in these terms and conditions shall have the same meaning as in the schedule.
- 19.4 Headings of clauses are for reference purposes only and shall not be taken into account in the interpretation of this agreement.
- 19.5 Hirer shall pay all stamp duties and other taxes, other fiscal charges and license fees payable in connection with this agreement, the goods and any security given in connection with this agreement.

Signed at (full physical address).....

on this day of in the presence of the undersigned witnesses:-

Witness

_____ for Hirer who warrants his authority

Signed at (full physical address).....

on this day of in the presence of the undersigned witnesses:-

Witness

_____ for Rentor who warrants his authority

SCHEDULE TO MASTER RENTAL AGREEMENT

ACC NO	DEAL NO

between **KEKE INVESTMENTS PTY (LTD) REG. NO: 2004/020656/07** ("Rentor") of
 business address **20 CHRISLOU CRESENT, ALBERTON NORTH, ALBERTON**

and ("Hirer") of
 business/residential address _____
 (not a box number)

Full description of goods (bin numbers as per annexure 'A')	
COMMENCEMENT DATE:	EXPIRY DATE:
PENALTY INTEREST RATE: 25% compounded monthly	

The contract period runs from month to month for an indefinite period
 (Cancellation of this contract requires a one month notice period)
 at a monthly rental fee of R _____ per month

RENTALS PAYABLE (Excluding Value Added Tax which by law is levied on
 each rental at the then rate. The VAT rate at the Commencement of
 this Agreement is 14% (See Clause 16.6):

The initial rental shall be payable on the _____ day of _____ 2007 and all subsequent rentals shall be payable on the same
 day of each successive month.

KEKE INVESTMENTS PTY (LTD) VAT REG. NO: 4500228137
This Schedule is also the Tax Invoice in respect of this Rental Agreement

SECTION 13. (1) OF THE CREDIT AGREEMENTS ACT NO 75/1980 STATES THAT: "WHEN ANY CREDIT AGREEMENT IN RESPECT OF WHICH THE INITIATIVE EMANATED FROM ANY CREDIT GRANTOR OR HIS MANAGER, AGENT OR EMPLOYEE, IS SIGNED BY ANY CREDIT RECEIVER AT A PLACE OTHER THAN THE BUSINESS PREMISES WHERE THE CREDIT GRANTOR OR HIS MANAGER, AGENT OR EMPLOYEE ORDINARILY CARRIES ON BUSINESS, THE CREDIT RECEIVER MAY WITHIN FIVE DAYS AFTER THE DATE OF THE CREDIT AGREEMENT TERMINATE IT BY NOTICE IN WRITING DELIVERED OR SENT BY PREPAID REGISTERED MAIL TO THE CREDIT GRANTOR, AND BY TENDERING THE RETURN OF ANY GOODS DELIVERED TO HIM IN TERMS OF THE CREDIT AGREEMENT."

DATE

FOR HIRER

DATE

WITNESS

DATE

FOR RENTOR

DATE

WITNESS