**COOLER / PURIFIER 24 MONTH**

**RENTAL AND SERVICE AGREEMENT**

**NAME OF COMPANY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TYPE OF BUSINESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VAT NO:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**REPRESENTED BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHYSICAL ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-MAIL ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LANDLINE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CELL NO:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FAX NO:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TYPE OF EQUIPMENT**



**Cooler Hot & Cold Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date equipment installed: / / Name: Signature:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date equipment removed : / / Name: Signature:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Number of Bottles on site: 5 bottles per site/store**

**Serial No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**



**R400pm R450pm R500 pm R550pm Other Amount………………………………………**

**LOAN AGREEMENT**

**MEMORANDUM OF AGREEMENT**

ENTERED INTO BY AND BETWEEN:

**Kains Agency (UMHLANGA)**

(hereinafter referred to as the OWNER)

OF:3 JUBILEE GROVE UMHLANGA RIDGE UMHLANGA

and

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Represented by:

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Herein duly Authorised by Company and/or Close Corporation Resolution.

(hereinafter referred to as the RENTER)

**WHEREAS** the OWNER owns equipment needed for the Purification of Water.

**AND WHEREAS** the OWNER is prepared to LEASE the equipment referred to herein to the RENTER under certain terms and conditions.

**NOW THEREFORE** the parties hereto agree as follows:

1.

The OWNER Rents and Service the Equipment as described on the reverse side hereof to the RENTER:



2.

The RENTER shall at all times and at his/its expense provide the necessary power to operate the Equipment, and keep the equipment

in a clean and hygienic condition.

3.

The RENTER shall at all times be responsible for all loss or damage to the Equipment, normal wear and tear excluded, and hereby undertakes to insure the Equipment at his/it’s own expense in the name of the OWNER, for the value set out in clause 6 hereof, against risk of loss by reason of fire, burglary, theft, vandalism or through any other cause. The OWNER may request from time to time documentary evidence that the Equipment is insured. Should the RENTER do anything or omit to do anything which results in the insurance company declining to compensate the OWNER for the loss or damage to the Equipment, or should the RENTER fail to insure or adequately insure the Equipment, the RENTER accepts liability to compensate the OWNER for whatever loss it may sustain.

4.

For all purposes pertaining to the Equipment it’s market value is hereby fixed in the sum of: R

( RAND) and the Equipment shall at all times be and remain the sole movable property of the OWNER. 

The RENTER acknowledges that the Equipment is in good condition.

5.

Subject to clause 5 above, the OWNER shall at it’s own expense maintain the Equipment in good working order and condition. Provided that the OWNER shall not be liable to the RENTER for any failure of the Equipment arising from any cause whatsoever. The RENTER shall be liable for any defects caused through the negligence of its customers or servants.

6.

The RENTER shall not cede, assign or make over any of his/it’s rights or obligations arising from this Agreement nor shall it part with possession of the Equipment without the prior written consent of the OWNER. The sale if it’s business by the RENTER shall not convey to the purchaser thereof any rights under this Agreement nor absolve the RENTER from any obligations hereunder and prior to any such sale the RENTER shall be obliged to inform the intending purchaser of this Agreement and to inform the OWNER of the intended sale in good time to allow the OWNER and the intending purchaser to enter into an agreement in relation to the Equipment. Any sale of share of the RENTER (if the RENTER is a Company) or any change in membership of the members of the RENTER (if applicable) shall be deemed to be the sale of its business by the RENTER for the purpose of this clause.

7.

Where the RENTER is a company having a share capital the person executing this Agreement on it’s behalf by his signature simultaneously binds himself as surety and co-principal debtor with the RENTER for each and every obligation of the RENTER arising from this Agreement or any breach thereof.

8.

If the RENTER is a Close Corporation the person executing this Agreement on it’s behalf by his signature simultaneously binds himself as surety and co-principal debtor with RENTER for each and every obligation of the RENTER arising from this Agreement or any breach thereof.

9.

This document constitutes the entire contract and the parties acknowledge that no alterations or additions, nor anything which may be discussed or orally agreed upon between them or any of their representatives or agents shall have any force and affect whatsoever unless reduced to writing and signed by them.

10.

The parties choose domicilium citandi et excutandi at the address given above for all notices given in terms of this Agreement and for all legal processes arising from this Agreement.

11.

It is a special condition of this Agreement that the RENTER shall advise the OWNER of the aforementioned machine of the name and address of the Landlord that he, as Landlord, shall have no tacit hypothec over the aforementioned machine whilst the same is in the possession of the RENTER. The RENTER shall obtain the Landlord’s signature, to the waver, hereto signifying compliance with this clause, prior to the OWNER delivering the machine.

12.

The RENTER shall meet the minimum purchase requirements as laid down by the OWNER and disclosed to the RENTER.

13.

The OWNER may terminate this Agreement with immediate effect by way of verbal or written confirmation of the termination of this Agreement by or through any representative or agent of the OWNER to the RENTER or it’s representative, agent, and the RENTER hereby gives his consent that the Equipment lent herein be removed with immediate effect by the OWNER on communication of the said termination.

14.

The RENTER may terminate this Agreement on a 30 days prior written notice by registered post to the OWNER.

15.

The Parties consent to the Jurisdiction of the Magistrate’s Court in respect of any action or proceedings arising from this Agreement or the cancellation thereof.

16.

Should any civil action ensure as a result of this Agreement the parties agree that the OWNER and the RENTER be entitled to cost on an Attorney and Client Scale.

17.

By signing this Agreement you will also undertake to take all specified steps sufficient to ensure, as far as reasonably practicable, that equipment will apply with all prescribed requirements and will be safe and without risks to health when properly used. This section is prescribed per the Occupational Health and Safety Act of 1993.

18.

The RENTER confirms that the equipment will be kept at the following address and will not be removed elsewhere without the prior written consent of the OWNER:

19.

The renter confirms, disputes to their bank debit order, a sum of R80 will be added to the unpaid monthly fee.

20.

The renter confirms that insufficient funds in their account, a sum of R80 will be added to the unpaid monthly fee.

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THUS DONE AND SIGNED IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

DATED at this the day of 2023

**AS WITNESSES**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OWNER**

DATED at this the day of 2023

**AS WITNESSES**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RENTER**

Herein duly authorised by way of Company or Close Corporation Resolution

**LANDLORD WAIVER OF TACIT HYPOTHEC FOR RENTALS**

I , being the Landlord

(NAME)

Of the premises with the following physical address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Let to

(herein referred to as the LESSEE)

Do hereby waive my Landlord’s Tacit Hypothec for rentals due or outstanding to me over the undermentioned items loaned to the above LESSEE by the OWNER thereof for an indefinite period for the use of the LESSEE, the ownership thereof remaining vested in the OWNER.

SIGNED AND EXECUTED AT

ON THIS DAY OF 20

LESSOR:

AS WITNESSESS:

1.

2.

**EQUIPMENT REGISTER**

| DELIVERY | TYPE | SERIAL & ASSET NO. | INSURANCE VALUATION. | RENTER’S SIGNATURE |
| --- | --- | --- | --- | --- |
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| REMOVAL |  |  |  | OWNER’S SIGNATURE |
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**DEBIT ORDER INFORMATION**

First Name:

Last Name:

ID Number:

Email:

Mobile Number:

Bank account holder name:

Bank account number:

Branch Town:

Bank:

Branch code:

Bank account type: Current or savings account