

The authorised representative of Vexifield (Pty) Ltd t/a Digitot (Registration Number : 2009/021853/07) (hereinafter referred to as "Digitot"), Digitot's offices being at 84 Adelaide, Durban North, 4051, will assist the proposed Hirer in the completion of this documentation

SCHEDULE TO DIGITOT RENTAL AGREEMENT

1. If insufficient space is provided herein, please attach additional pages with the relevant information.
2. If Digitot is,
 - 2.1 satisfied with the credit-worthiness of the Hirer and security given, Digitot will sign the rental Agreement and advise the Hirer in writing
 - 2.2 not satisfied with the credit worthiness of the Hirer and security given, Digitot will advise the Hirer accordingly and will not sign the Rental Agreement, and there will be no binding contract between Digitot and the Hirer.

Details Of Hirer

Trading Name					
How long has Hirer been trading?	Years	Months	How long have/has present owner/s been trading	Years	Months
VAT Registration No. of the Hirer					
Person Responsible for Account					

Business Address Of Hirer And Address At Which The Equipment Which Is Subject Of This Rental Agreement Will Be Installed And Utilised By The Hirer

Building Name & No.				
Street Address			Suburb	
City/Town			Postal Code	
Postal Address				
Suburb			Postal Code	

Phone Details of Hirer:	Code	No.	Cell No.	
Office Tel.			E-Mail Address	
Office Fax				

In the event that the equipment is to be installed and utilised by the Hirer at an address other than the aforementioned business address of the Hirer, such alternative address or addresses shall be recorded on annexure "1" to part "D" of the Rental Agreement Schedule, headed "Details of Rental Equipment".

Trade Reference of Hirer

Name of 1 st Trade Reference		Tel No.	Code:	No.:
Name of 2 nd Trade Reference		Tel No.	Code:	No.:
Name of 3 rd Trade Reference		Tel No.	Code:	No.:

Where The Hirer Is A: Sole Prop / Company / Trust / Club or Committee

Sole Proprietor	
Company	
Trust	

Details Of Members / Directors / Trustees / Committee Members

Full Names of 1 st	ID No.	Membership %
Address of 1 st		
Full Names of 2 nd	ID No.	Membership %
Address of 2 nd		
Full Names of 3 rd	ID No.	Membership %
Address of 3 rd		
Full Names of 4 th	ID No.	Membership %
Address of 4 th		
		Total % of Membership 100%
Full name of Person signing on behalf of the entity		

Details Of Hirer's Landlord

Name			
Postal Address			
Suburb	Postal Code		
Contact Person	Tel No.	Code:	No:
	Fax No.	Code	No:

RENTAL AGREEMENT SCHEDULE

DETAILS OF RENTAL EQUIPMENT

1) Equipment

	Equipment Description	Quantity	Unit Rental Price Incl	Total Rental Price Incl
1.			R	R
2.			R	R
3.			R	R
4.			R	R
5.			R	R
6.			R	R
7.			R	R
8.			R	R
9.			R	R
10.			R	R

I confirm that I have received, read & understood the Terms & Conditions of this rental agreement

Signature

Date

DEBIT ORDER AUTHORISATION

To: Vexifield (Pty) Ltd., 84 Adelaide Tambo Drive, Durban North, 4051

I/We (insert name of Hirer)

HEREBY AUTHORISE VEXIFIELD (PTY) LTD. to:

COLLECT the amount of

R

in words

From (specify details of Hirer's Bank)

Specify type of account at Bank	<input type="text"/>
Account Name of Bank	<input type="text"/>
Account Number at Bank	<input type="text"/>
Held at (specify name of Bank)	<input type="text"/>
Branch and Town/City of Bank	<input type="text"/>
Clearing Code of Bank	<input type="text"/>

Commencing on (specify effective date)

D	D	M	M	Y	Y	Y	Y

Subsequent transactions as aforesaid to be effected on the same day of each subsequent month as the day specified in the commencement date above, save that in the event any such day, including the commencement date falls on a Saturday, Sunday or Public Holiday in any month, such date shall be extended to the next succeeding business day.

I/We accept and agree that:

- This authorisation will remain in force until cancelled by me/us in writing or until the bank notifies me/us of its cancellation;
- The bank will, at its sole discretion, process the initial and all subsequent transactions in terms of this authorisation and I/we undertake to ensure that funds will be available for this purpose in the account to be debited;
- In the event of payment not being made for any reason whatsoever, I/We shall have no claim against the bank and absolve the bank from any responsibility or liability in this respect and accept that, in such event, no notification of non-payment will be dispatched to me/us.
- The abovementioned amount may be increased as provided for in the agreement with Vexifield (Pty) Ltd to which this annexure forms a part.

In the event that any one payment is not met, I/We authorise the above bank to credit more than one payment when funds are available.

DATE : _____

SIGNATURE _____

SURETYSHIP

1. I/We the undersigned _____

_____ in my/our capacity/ies as _____ of the Hirer,

bind myself/ourselves as surety/sureties for and co-principal debtor jointly and severally with the Hirer ("the principal debtor") in favour of the Rentor ("the creditor") for the due and punctual payment, on demand, of all sums of money and the due and punctual performance of all obligations which the principal debtor may at present or from time to time in the future owe or incur to the creditor for any reason whatsoever.

2. All judgments against and the acknowledgements of indebtedness and admissions by the principal debtor shall be binding on me/us.
3. No extension of time or other indulgence, or whole or partial release from any liability, or compromise or other arrangement allowed by the creditor to the principal debtor or to any other surety or co-principal debtor, and no realisation, release or abandonment of any other security for any of the principal debtor's indebtedness to any of the creditors shall discharge me/us from my/our liability, whether I/am we/are prejudiced by it or not.
4. In the event of the liquidation, judicial management or sequestration (in any of those cases whether provisional, final, compulsory or voluntary), death or placing under any legal disability of the principal debtor or any other surety or co-principal debtor, or any of them becoming subject to the provisions of any law for the assistance or benefit of debtors generally, or any compromise, composition or other arrangement with any creditor of the principal debtor or of any other surety or co-principal debtor, I/we undertake not to file any claim against the principal debtor or that other surety or co-principal debtor until the creditor's claims have been paid in full. If the creditor receives any dividends or payments in any of those circumstances, that will not prejudice their right to recover from me/us any sum which may remain owing by the principal debtor.
5. The creditor's rights under this suretyship shall not be effected or diminished if the creditor obtains any additional suretyships or other guarantees or securities or indemnities in connection with the obligations of the principal debtor.
6. This suretyship shall be a continuing covering suretyship and shall remain in force notwithstanding any intermediate discharge or settlement of or fluctuation in the principal debtor's obligations to any of the creditors and/or the legal disability of the principal debtor or of me/us or of any other surety or co-principal debtor.
7. The creditor shall be entitled, without affecting any of its rights against me/us, to do or omit to do any act which it, in its sole discretion, deems fit, notwithstanding that in doing or omitting to do that act it may have acted negligently. Without limiting the generality of the foregoing, the creditor shall be entitled to release or compromise with any other surety or co-principal debtor, and to abandon or realise any other security.
8. The creditor shall be entitled at its option to institute any legal proceedings against me/us arising out of this suretyship in any Magistrate's Court which would have jurisdiction if the amount claimed falls within its jurisdiction, notwithstanding that the amount exceeds that jurisdiction.

In addition and without limiting the foregoing, I/we consent to the jurisdiction of the Witwatersrand Local Division of the High Court of South Africa in respect of any such action. It shall be within the creditor's sole discretion as to whether to proceed against me/us in the Magistrate's Court or in that Division of the High Court, or in any other Court having jurisdiction.

9. The creditor shall be entitled to appropriate any monies received by it from me/us towards the payment of any cause of debt or amount owing by the principal debtor to the creditor, as it determines in its sole discretion.
10. I/We warrant that all contracts entered into by the principal debtor from time to time with the creditor are or will be at the time of conclusion thereof within the scope, authority, power and objects of the principal debtor, and that all of those contracts are and will at all times be and remain valid and legally enforceable. If any of those warranties is breached, I/we assume the obligations to the creditor which any such contract purports to impose on the principal debtor.
11. I/We hereby renounce the benefit of the exceptions "non numeratae pecuniae" "non causa debiti" "errore calculi" "quod metus causa" and "excussionis et divisionis" insofar as each may be appropriate and acknowledge that I am/we are fully acquainted with the meanings and effect of the aforesaid exceptions (which are explained below).
12. I/We acknowledge that this suretyship was, at the date on which I/we signed it, complete in all respects.
13. In this suretyship, unless the context clearly indicates a contrary intention, an expression which denotes :

Any gender includes the other genders:

A natural person includes an artificial person and vice versa;

The singular includes the plural and vice versa.

Refer to T & C document for Explanation Of Renunciation Of Benefits

Signed at _____ on the _____ day of _____

Signature _____ Name _____

Witnessed by _____ of the _____