

AFASIA RENTALS

UNIT B4, CENTURION BUSINESS PARK, BOSMANSDAM ROAD, MILNERTON

Reg. no.: 2009/017842/07

Tel: 021 - 551 4525

E-mail: dirk@fyfe.co.za

CONTRACT NO:

RENTAL APPLICATION / CONTRACT

Afasia Technology Services (Pty)Ltd hereby offers to Lease the below listed Products at the said Rental Rates and on the Terms and Conditions overleaf.

1. LESSEE DETAILS

ID number										Postal Address														
First Names																								
Surname															Code									
Title		Mr.			Mrs.			Miss			Are you the		Owner			Tenant			Boarder			Bondholder		
Number of dependants					Age(s)					Property in the name of			Self			Spouse			Both			Other		
Residential Address										How long have you lived at this address										Years		Months		
					Code					Marital Status		ANC			In Community			Divorced			Single			
Tel H					Cell					Email														

2. FURTHER PARTIES DETAILS

Surname										ID Number										
Title		Mr.			Mrs.			Miss			First Names									
Tel H					Cell					Email										

3. RELATIVE DETAILS

Ms		Mrs		Mr		First name					Surname								
Tel H					Cell					Tel W									

4. RENTAL DETAILS

Description of Goods:																
To be used for			own home			Extend existing home			Rent out			Other				
Number of payments					Initial rental			R			Monthly Rental Amount					
Payment stream			EDO			EFT			Both			Inscription of bank statement of Lessee				

5. LESSEE BANK ACCOUNT DETAILS

6. EMPLOYMENT DETAILS

Type of Account			Cheque			Savings			Other			Employer					
Bank Name										Department							
Account Number										Tel W			HR name				
Branch Code					How long have you worked here?					yrs		months					

7. REQUIRED DOCUMENTS

Copy of ID			Salary Advice			Bank Statement			Salary: Gross			Net		
Salary date:														

By my signature, I consent that Afasia Rentals may contact, request and obtain information (this includes any and all information held on my profile by Compuscan Information Technologies (Pty) Ltd ("Compuscan") (including payment profile information) from Compuscan (a registered credit bureau) to perform an assessment of my behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness in any format available from Compuscan and to continuously access my information from Compuscan for as long as I have a relationship with Afasia Rentals.

I further agree that Afasia Rentals may make any reasonable enquiries to verify and research any details provided by me to them.

I further consent that Afasia Rentals may at its sole discretion, for purposes of conducting an affordability enquiry and/or updating its records and/or marketing other products to me, obtain from and disclose to, a third party (including but not limited to a credit bureau, any employee or agent of Afasia Rentals and my employer) my credit record, payment history, loans record and current loan status, including the confidential information obtained in the course of negotiating this or any other agreement with Afasia Rentals.

I _____, by signing below, hereby understand and accept the Rental Terms and Conditions set out above and overleaf.

This done and signed in _____ on the _____ day of _____ 20_____.

Applicant Signature	Further Party Signature	Witness Signature	Date	Consultant Name	Consultant Cell	

FURTHER PARTY INFORMATION

1. BANK ACCOUNT DETAILS										2. EMPLOYMENT DETAILS				
Type of Account	Cheque		Savings		Other					Employer				
Bank Name										Department				
Account Number										Tel W		HR name		
Branch Code										How long have you worked here?		yrs		months
7. REQUIRED DOCUMENTS										Salary: Gross		Net		
Copy of ID		Salary Advice		Bank Statement		Salary date:								

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I _____, by signing below, hereby understand and accept the Rental Terms and Conditions set out above and overleaf.

This done and signed in _____ on the _____ day of _____ 20_____.

Applicant Signature Further Party Signature Witness Signature Date Consultant Name Consultant Cell

Affordability

		Primary buyer	Further party
Name	<input style="width: 100%;" type="text"/>		
Income			
	Gross salary		
	rental (provide details)		
	Interest (provide details)		
	Other (provide details)		
	<hr/>		
	<hr/>		
	<hr/>		
	TOTAL		
Expenses			
	PAYE		
	Medical aid		
	Bond		
	Rent		
	School fees/education		
	Food		
	Vehicle payment Vehicle 1		
	Vehicle 2		
	Vehicle 3 & others		
	Insurance		
	Savings (prov Unit trusts shares)		
	<hr/>		
	<hr/>		
	Entertainment		
	DSTV		
	Cell Phones		
	Home assistance		
	Other		
	<hr/>		
	<hr/>		
	TOTAL		
Income minus expenses			
Proposed rental			
Forecast net income/(shortfall)			

Schedule of rentals forContact.....

Month	1 to 12	_____
	13 to 24	_____
	25 to 36	_____
	37 to 48	_____

Client name _____ Further party _____

Signature _____ Signature _____

Consultant name _____

Signature _____

RENTAL AGREEMENT TERMS AND CONDITIONS

Made and entered into between Afasia Technology Services (Pty)Ltd (hereinafter referred to as the Lessor) and the Lessee, as identified in the Rental Application/agreement on the reverse side hereof, and in terms whereof the Lessor rents to the Lessee the goods as described in section 4(hereinafter referred to as the "Property").

1. The Lessor makes no warranties or representations whatsoever whether express or implied to the Lessee as to the condition of the Property or its fitness for any purpose whatsoever. Any claims for defective Product shall be limited to claims by the Lessee against the party furnishing the guarantee.
2. The Lessee hereby indemnifies and holds the Lessor harmless against any and all losses, claims, demands, fines and liabilities howsoever caused (including all costs of operating and maintaining the Property or replacing the Property or any part thereof) arising directly or indirectly out of the possession, use and hiring of the Property, whether or not such claim is caused by any other act or omission of the Lessor or anyone else.
3. Before the Property is delivered the Lessee shall notify the Lessor and owner of the Property where the Property is to be situated of the Lessor's ownership of the Property.
4. The rental is payable by the Lessee to the Lessor at the address of the Lessor as indicated above, or as otherwise directed by the Lessor without deduction or set off.
5. Payments will be allocated firstly towards payment of any due or unpaid interest, thereafter any due or unpaid fees or charges (including legal costs, if any) and lastly the rental.
6. The Lessee acknowledges and undertakes that he will:
 - 6.1 not relocate the Property
 - 6.2 protect the Property from loss or damage and keep the Property free from attachment, hypothec or other legal charge or process
 - 6.3 not sell, encumber, pledge, part with possession of or in any way deal with the Property;
 - 6.4 use the Property only for the purpose for which it was intended, and undertakes to comply with the instructions and recommendations of the Lessor
 - 6.5 not make any material alteration or modification to the Property without the prior written consent of the Lessor;
- 7 The Lessee acknowledges that the Property is movable property and that it will not be installed with the intention that it remain or accede to whatever building or structure it may be installed, no matter how it may be installed and that the ownership thereof will throughout this agreement remain with the Lessor.
8. Ownership in the Property will at all times remain with the Lessor.
9. The Lessee is afforded an option to acquire the Property upon compliance by it of all its obligations in terms of this Lease for an amount of R100, such option to be exercised in writing by the Lessee to the Lessor by no later than two months prior to the expiration of the Lease Period failing which it shall lapse.
10. The risk in the Property shall however pass to the Lessee upon delivery of the Property to it.
11. Upon early termination or breach of this agreement, the Lessor shall have the right to take possession of the said Property immediately and the Lessee shall be held liable for any damages thereto, fair wear and tear excepted.
12. The Lessee hereby cedes to the Lessor any rentals to which the Lessee may be entitled from the Property, which the Lessor may effect in the event of any breach by the Lessee
 - 12.1. Should the Lessee:
 - 12.2. default in the punctual payment of any amount falling due in terms of this agreement or fail to obtain or perform or breach any other of the terms, conditions and obligations imposed upon the Lessee in terms hereof;
 - commit any act of insolvency;
 - 12.3. allow a judgement to be granted against the Lessee and fail within 7 days of such judgement coming to the Lessee's notice to satisfy same or apply to have it rescinded or set aside;
 - 12.4. be sequestered or placed under business rescue or be wound up whether provisionally or finally; or
 - 12.5. abandon the Property,
 - 12.6. then the Lessor shall be entitled in the Lessor's sole election and without prejudice to any other rights it may have against the Lessee, including any claim for arrear rentals hereunder together with interest thereon, to either
 - 12.6.1. cancel this agreement and take back possession of the Property, retain all payments already made by the Lessee in terms hereof, without prejudice to any claims for damages, and to hold the lessee liable for the greater of twelve months' rental or one third of the future rentals due in terms of this agreement; or
 - 12.6.2. keep the Lessee to the agreement, without prejudice to any claims for damages. It is recorded further that in such event, all future rentals in terms of this agreement shall immediately become due and payable, without the Lessor having to give notice to the Lessee to that effect.
 - 12.7. The lessor is entitled to charge interest on any amounts not paid when due, at the maximum rate allowed by the National Credit Act, as well as all attorneys' or registered debt collectors' costs on the attorney and client scale or on the prescribed tariff applicable to registered debt collectors. Such costs shall include, inter alia, collection commission at 10% on each payment received from the Lessee and also, if applicable, the 5% commission due to the Lessee's employer in terms of section 65J (10) of Act 32 of 1944. In addition to the aforesaid the Lessee shall be liable, in the event of default, for default administration costs in terms of Part C of Chapter 6 of the Act, as read with Regulation 46.
 - 12.8. The parties specifically agree that in the event of any legal proceedings being instituted by the one against the other, then:
 - 12.8.1. the Magistrate's court shall have jurisdiction to adjudicate such dispute; and
 - 12.8.2. a certificate signed by a member or manager of the Lessor shall be sufficient proof of the Lessee's indebtedness under this agreement for purposes of obtaining provisional, summary or default judgement against it;
 13. The Lessee undertakes to keep the Property insured against all loss and damages throughout the duration of this agreement with a registered insurer for such values as may be determined by the Lessor from time to time and the Lessor's interest as owner of the Property noted on such policy.

14. The Lessee:

- 14.1 renounces the benefits of the legal exceptions of revision of accounts and no value received, the meaning of which he declares that he understands.
- 14.2 Declares that he has never been insolvent; nor is an unrehabilitated insolvent; nor is under an Administration Order; nor has been (or is currently) subject to a debt rearrangement nor has any pending application for a debt rearrangement order that precedes this agreement.
15. The Lessee may terminate this agreement at any time by returning the goods to the Lessor, forfeiting all amounts already paid and paying the greater of 12 months' rental or one third of the total outstanding rental.
16. The Lessee consents to the Lessor providing a statement of account in every third month for the duration of this agreement, and that it may be delivered by post, email, Whatsapp or sms.
17. The Lessee agrees that this agreement may be converted to an electronic format and the paper version destroyed, and hereby agree to the electronic version and waives his rights to dispute the authenticity of the electronic format version.
18. In the event of the Lessee being married in community of property, and his spouses' consent is required in respect of this agreement, the Lessee warrants that his spouse's requisite consent, if any, will be provided within a reasonable period after a request is made by the Lessor for same to be provided. The Lessee hereby indemnifies the Lessor against any loss or damages it may suffer as a result of a failure to provide such consent.
19. The Lessee consents that this agreement may, at the sole instance and discretion of the Lessor, be ceded to a third party, and hereby consents that such a party may use the Lessee's confidential information for any subsequent purpose that is in line with any combination of the initial purposes for which the personal information was obtained in terms of this agreement.
20. The Lessee confirms that he is aware:
 - 20.1. that information on non-compliance with the terms and conditions of this Agreement is transferred to the Credit Bureaux; and
 - 20.2. that the Credit Bureaux provides a credit profile, and possibly a credit score on the Lessee, subject to the record.
21. The parties choose their domicilium citandi et executandi (address for acceptance of delivery of documents) at the address on the face of the agreement. The parties shall be entitled to change this address by written notice delivered either by hand or posted by registered mail to the current domicilium address of the Lessee or Lessor as the case may be.
22. No indulgence, extension of time, relaxation or latitude which the Lessor may show, grant or allow to the Lessee shall constitute a waiver by the Lessor of any of its rights and the Lessor shall not thereby be prejudiced or estopped from exercising any of its rights against the Lessee which may have then already arisen or which may thereafter arise, and/or applying/ enforcing the terms of this agreement.
23. This agreement records the entire agreement between the parties. No variation of any of the terms and conditions of this agreement will be binding on the parties unless committed to writing and signed by them respectively.
24. Should any provision or portion of this Agreement be unenforceable by law, void or voidable, such provision shall be severable from the remaining provisions hereof which shall remain in full force and effect.

NAEDO AUTHORISATION

I hereby authorise Afasia Rentals to issue and deliver debit order payment instructions to your banker for collection against my Account and Bank used by my employer to deposit my salary, which account may differ from the account specified in the attached application on condition that the sum of each payment instruction and frequency of payment requests will never exceed the obligations as agreed and defined. My bank's participation in the relevant payment stream, the authentication mechanism used by me and the relevant rules applicable to the payment streams will determine per repayment cycle the most suitable payment stream in order to fulfil the obligations as defined in the agreement. My authorization is subject thereto that the same payment instruction may never be presented simultaneously in more than one payment stream during the same repayment cycle or, if unpaid in a payment stream selected be represented in the same cycle in another payment stream. I can only service the obligations defined in here if the payment instructions are executed as close as possible to when I receive my salary which dates vary from month to month, especially during December of each year. To curb against (1) unpaid bank charges (2) losing the benefits described in the agreement quoted (3) incurring penalties due to non-payment; I explicitly authorise Afasia Rentals to utilise the functionality of Tracking supported on the EDO Payment Streams especially after unsuccessful attempts on the EFT Payment Stream. Tracking supported on the EDO Payment Streams has been explained to me and I acknowledge that my above-mentioned account will be interrogated for a defined period until this period has lapsed or until payment was received. I hereby agree that subsequent payment instructions will continue to be delivered in terms of the authority until all obligations have been paid. This authorisation will remain in force until cancelled by me in writing. I hereby acknowledge that my bank will charge fees to my account as agreed with them once they process this instruction. I foresee that I may change my bank and bank account particulars reflected in here, in which instance I will notify the beneficiaries specified, or any new beneficiary, should the agreement be ceded or assigned to any third party. Should I however forget to notify you, or the assigned third party and if you or the assigned third party obtain my new bank particulars, on own account, this mandate will not lapse. This issued mandate will cover the obtained bank information, and you and the assigned third party may attach such new information, to this signed document as annexure, and the attached annexure must be read together with this mandate, by my new bank

Signature of the Payer X _____ Date _____

FOR OFFICE USE:

Expected Salary Deposit Date _____