

TERMS AND CONDITIONS OF HIRE (GENERAL PLANT) AGREEMENT

Between

ATLAS Plant Hire Pty (Ltd) with registration number 2006/036127/07 a company duly incorporated under the Companies Act 71 of 2008, with physical address being 26 Pickering Street, Newton Park, Port Elizabeth, Eastern Cape, hereinafter referred to as the Service Provider as well as Product Provider

And

The entity as per the particulars as set out within this Credit Application Form being the Consumer and hereinafter referred to as the Client

WHEREAS the aforementioned parties agree as follows:

1. PRE-AMBLE

- 1.1 This agreement constitutes the hiring of movable property between the Service and Product Provider and the Consumer being the Client, such movables being hired in return for a monetary consideration as agreed to within this here-said agreement;
- 1.2 This agreement will be governed by the National Credit Act 34 of 2005 read with the National Credit Act Regulations of 2006, when and if applicable;
- 1.3 This agreement will also be governed by the Consumer Protection Act 68 of 2008 read with the Consumer Protection Act Regulations of 2011, when and if applicable;

2. INTERPRETATION

In this Agreement the following terms will be defined as follows:

- 2.1 'CPA' meaning the Consumer Protection Act 68 of 2008 read with the Consumer Protection Regulations of 2011;
- 2.2 'days' meaning business days;
- 2.3 Furthermore for the purpose of this Agreement, unless the context clearly require otherwise:
 - 2.3.1 the singular includes the plural and vice versa;
 - 2.3.2 the headings within this Agreement are for convenience only and are not to be taken into account when interpreting the Agreement;
 - 2.3.3 that the use of the word 'including' followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the eisdem generis rule shall not be applied in the interpretation of such general wording or such specific example(s);
- 2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this here-said Agreement;
- 2.5 When any number of days is prescribed in this Agreement, same shall be calculated inclusively of the first and the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 2.6 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provided that they will operate after any such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 2.7 'eisdem generis' meaning "of the same kind," used to interpret loosely written statutes in which where a law lists specific classes of persons or things and then refers to them in general, the general statements only apply to the same kind of persons or things specifically listed;
- 2.8 'NCA' meaning the National Credit Act 34 of 2005 read with the National Credit Act Regulations of 2006;
- 2.9 Unless the context otherwise requires, the word 'plant' shall be deemed to be the power source and shall include any accessories supplied with the plant at the commencement of the anticipated hire period or at any time thereafter by the Service Provider to the Client;
- 2.10 'Act' meaning the Occupational Health and Safety Act 85 of 1993;
- 2.11 'domicilium citandi et executandi' meaning address of service;

Email address for "domicilium citandi et executandi". This is in terms of section 19(4) of the Electronic Communications and Transactions ACT, 2002:

Email address: _____

Service Provider Par. 16.4 Initials _____

Client Par. 16.4 Initials _____

2.12 I/We agree that the physical trading address and / or the email address given shall be my / our domicilium citandi et executandi (address where notice is to be served) for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatever nature.

2.13 'estoppel' meaning a legal principle that bars a party from denying or alleging a certain fact owing to that party's previous conduct, allegation, or denial.

3. PLANT AND ACCESSORIES

3.1. Taking Clause 2.9 into consideration, accessories to or for the plant is hired independently from the plant and the breakdown of any accessory shall not be deemed to be a breakdown in the plant and shall not affect the hire rate of the plant.

4. NO CESSION OR SUBLETTING

4.1. The Client shall not cede or assign this agreement nor sublet, mortgage, pledge nor in any way encumber the plant, lend or part with the possession thereof and shall be obliged to retain the plant on the site and, save for the purpose of returning it to the Service Provider, shall neither remove nor allow it to be removed there from without first obtaining the written consent of the Service Provider.

5. PERIOD OF HIRE, TERMINATION, MINIMUM HOURS AND DOWNTIME

5.1. **The hire period in respect of a plant transported at the Client's own cost shall be deemed to commence when the plant leaves the Service Provider's depot or nominated site, and shall continue until it is returned to the Service Provider's depot or nominated site or until the expiry of the notice period referred to in clauses 5.2 and 5.3 below, whichever is the latest.**

Service Provider Par. 5.1 Initials _____

Client Par. 5.1 Initials _____

5.2. If the hire is for a definite period and if the Client does not return the plant to the Service Provider at the expiration of such period then the hire of the plant will thereafter continue upon the same terms and conditions as are set out herein for an indefinite period and upon payment by the Client to the Service Provider of hire rates.

5.3. If the hire of a plant is for an indefinite or an estimated hire period it will be deemed to be automatically extended at the end of such period for an additional period of 24 (twenty four) continuous hours upon the same terms and conditions as are set out herein and upon payment by the Client to the Service Provider of hire rates, until terminated in writing on 24 (twenty four) hours' notice by either party.

5.4. The Client specifically herewith undertakes to notify the Service Provider's Hire Desk that the plant will be off hired and to fulfil this action no later than 10: 00 am on the day before the day of the anticipated off-hire, and the Service Provider herewith agrees that under such said circumstances to accept the said off hire.

5.5. The Client shall be liable for on-going hire charges calculated at the rates notwithstanding that the plant is idle as a result of inclement weather, normal running repairs including refuelling, changing tyres and repairing punctures, or as a result of any other factor beyond the Service Provider's control.

5.6. The Client shall not be liable for hire charges when the plant is idle or due to a breakdown of the plant caused by a defect in the plant, subject to the Client having complied with the operating instructions of the plant.

6. RATED CAPACITY AND USE OF PLANT

6.1. The Service Provider undertakes that the plant will perform substantially in accordance with the manufacturers rated capacity and specifications and shall be serviced and maintained by the Service Provider.

6.2. The Client acknowledges that the Service Provider has tendered to the Client the manufacturers rated capacity and specifications of the plant.

6.3. Signature by the Client of the delivery note shall be deemed to be acceptance by the Client that having regard to the manufacturers rated capacity and specifications, the plant is fit for the purpose for which it has been hired, taking into regard the requirements set out for such within the CPA.

- 6.4. The Client undertakes that it will use or permit the plant to be used only in a responsible manner and undertakes not to perform or attempt to perform any work beyond the plants rated capacity and specification, taking into regard the requirements set out for such within the CPA.
- 6.5. **During the period of hire the Client undertakes and warrants that it will only use or permit the plant to be only used only for the purpose for which it was hired.**

Service Provider Par. 6.5 Initials _____

Client Par. 6.5 Initials _____

7. PERMITS

- 7.1. **The Client shall at its own expense apply for and obtain any permits, licences, certificates, permission or exemptions which may be required for and in connection with the entry and use of the plant on the site.**

Service Provider Par. 7.1 Initials _____

Client Par. 7.1 Initials _____

8. ACCESS AND SITE CONDITIONS

- 8.1. The Service Provider or its duly authorised representatives shall at all times be entitled to have access to the site and to inspect the plant.

- 8.2. **Where the ground or surface at the site is soft or unsuitable for the safe travelling or operation of the plant, the Client shall be obliged, at its own cost, to provide and lay suitable materials for the plant to travel or work on site.**

Service Provider Par. 8.2 Initials _____

Client Par. 8.2 Initials _____

- 8.3. Failure by the Client to comply with this obligation will constitute a breach of a material term of the agreement entitling the Service Provider to cancel the agreement alternatively excusing the Service Provider from performance of its obligations until such time as the Client has provided and laid suitable materials.

9. DEFECTS AND BREAKDOWN REPORT

- 9.1. The Client shall be obliged to notify the Service Provider of any defects or deficiencies in the plant which are, or which become apparent, and/or are notified to the Client by the operator, immediately by the quickest practical method, and shall be confirmed in writing if any such quick method was not in writing as soon as possible afterwards.

- 9.2. **In such event the Client shall cease using the plant forthwith failing which the Client shall be liable for all loss or damage, including consequential loss or damage, sustained by the Service Provider arising out of such continued use of the plant.**

Service Provider Par. 9.2 Initials _____

Client Par. 9.2 Initials _____

- 9.3. Any breakdown of the plant shall be reported immediately by the quickest practical means by the Client to the Service Provider and such report shall be confirmed in writing if such quick means was not in writing as soon as possible thereafter.

- 9.4. If a breakdown of the plant due to its defect has been reported in accordance with this clause 9 the Client shall not be charged for the duration of the downtime.

- 9.5. If the Client fails to notify the Service Provider of any breakdown to the plant caused by any defect in the plant in terms of this clause 9, then the Client shall not be entitled to any reduction in the hire rate.

10. TYRES AND TUBES - CLIENT'S RESPONSIBILITY

- 10.1. Unless otherwise indicated within this agreement, tyres and tubes are the Client's responsibility and the Service Provider warrants that the tyres on the plant supplied will be in good working condition.

- 10.2. **The Client shall be responsible for the cost of repairing all tyre and tube punctures or other damage to tyres or tubes during the period of hire and shall be responsible for all cuts or abrasion of tyres and tubes and the replacement thereof while the plant is on site.**

Service Provider Par. 10.2 Initials _____

Client Par. 10.2 Initials _____

- 10.3. Unless the Client notifies the Service Provider in writing to the contrary within 24 (twenty four) hours of delivery of the plant to site, the tyres on the plant shall be deemed to be in good condition, taking Clause 10.1 into consideration.

- 10.4. The Client also herewith acknowledges that the maximum towing speed on National Roads is 80 (eighty) kilometres per hour and the Client herewith undertake to adhere to

the said speed limit and will solely be responsible for any damages whatsoever brought about as a result of exceeding the said speed limit.

11. CLIENT'S OPERATOR

11.1. The Client shall not permit or allow any person other than the operator assigned by the Client to operate the plant without the prior written consent of the Service Provider.

11.2. **The Client shall supply a competent plant operator licensed where required by law to operate the plant and shall undertake such regular daily service of the plant as is necessary to keep it in good working order and condition, which such said daily service will consist out of topping up of the engine oil, topping up of the water, topping up of diesel, maintaining the correct air within the tyres and repairing all tyre punctures, checking all fan belts and checking the air-end oil, all of which will be solely for the Client's own account.**

Service Provider Par. 11.2 Initials _____

Client Par. 11.2 Initials _____

11.3 The Client herewith furthermore undertakes to ensure at all times that no dirt will under any circumstances contaminate the diesel tank.

12. RISK

12.1. **The risk of any loss of or damage to the plant howsoever caused, including theft or any attempted threat, and the risk of any loss of or damage to property or persons, passes to the Client on commencement of the period of hire, in strict adherence to the guidelines set by the CPA.**

Service Provider Par. 12.1 Initials _____

Client Par. 12.1 Initials _____

12.2. Such risk remains with the Client until the plant is delivered to the Service Provider at the end of the period of hire.

12.3. The risk remains with the Client irrespective of any insurance policy covering either the plant or the Client's liability for damage to the plant.

12.4. Where the plant is required to be transported by low-bed or any other means of transport, excluding self-propulsion, which is provided or arranged by the Client the risk of loss or damage to the plant whilst in transit or being handled, loaded or off loaded at any place shall be assumed by and shall pass to the Client at the commencement of the loading operation at the Service Provider's depot or nominated site and shall remain with the Client until the plant has returned to the Service Provider for off-loading by it at its depot or nominated site.

12.5. **In any case where transport is provided or arranged by the Client whether on commencement or termination of the hire period the Client indemnifies the Service Provider against any loss of or damage to any property whatsoever or arising from injury to or death of any person caused or occurring whilst the plant is in transit or being loaded, handled or off loaded.**

Service Provider Par. 12.5 Initials _____

Client Par. 12.5 Initials _____

13. INDEMNITY BY THE CLIENT AND EXCLUSION OF SERVICE PROVIDER'S LIABILITY TAKING THE REQUIREMENTS AND GUIDELINES AS SET OUT WITHIN THE CPA INTO REGARD THROUGH ALL OF THE FOLLOWING CLAUSES

13.1. **While the plant is at the risk of the Client, the Service Provider shall not be responsible or liable to the Client or to any other person for any acts or omissions on the part of the Service Provider's operator (or on the part of the Client's servants or employees or contractors), nor shall the Service Provider be liable for any damages whether direct or consequential of whatsoever nature and howsoever arising occasioned to the Client or to any other person; and the Client indemnifies and holds the Service Provider harmless against all such claims including the cost of defending any such claim or action.**

Service Provider Par. 13.1 Initials _____

Client Par. 13.1 Initials _____

13.2. The Service Provider shall not be liable or responsible to the Client or to anyone else for any direct or consequential loss or damage suffered by the Client or any other person arising out of stoppage of the plant through any cause whatsoever, non-arrival of the plant or any accident or breakdown of the plant at any time, which cannot be attributed to any fault on the side of the Service Provider.

- 13.3. The Client hereby indemnifies and holds the Service Provider harmless in respect of any such claim made by any other person against the Service Provider arising out of the actions of the Client of the plant or from any cause aforesaid as under Clause 13.1 and 13.2 accordingly.
- 13.4. The provisions of sub-clauses 13.1 and 13.2 above shall not apply to a breakdown of the plant caused by an inherent defect in the plant or by the Service Provider's failure to repair or maintain the plant, this clause at all times being subject to all the compliance obligations placed upon the Client throughout this here-said agreement, and this clause adhering to the requirements of the CPA.
- 13.5. Provided that this sub-clause 13.4 will not apply to any breakdown or stoppage of the plant caused by a defect in the plant itself.

14. INSURANCE

- 14.1. Insurance of all and any liability of whatsoever nature on the part of the Client arising out of the use of the plant or the hire of the plant is the responsibility of the Client.
- 14.2. In terms of the NCA the Client is also herewith informed that the Client has a choice whether to insure the aforementioned liability through the Service Provider's independent insurance contractors, or that the Client can use its own insurance company, in which event the Client must at the signature of this here-said agreement furnish the Service Provider with documentary proof of such insurance being in place.
- 14.3. Specifically when the plant is lost, stolen or damaged while under the Clients control, and where the Service Provider's insurance has to cover such loss, theft or damage, the Client herewith agree to pay the excess amount so charged by the Service Provider's Insurer, this clause taking nothing away from clauses 14.1 and 14.2 above.

15. OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993 ("the Act")

- 15.1. Acceptance of these Conditions of Hire constitutes an acknowledgement by the Client that it is familiar with the provisions of the Act and the Regulations made thereunder insofar as they relate to plant and machinery and the Client undertakes that to the extent that it is an Employer user in terms of the Act, it will comply with the provisions of the Act and the Regulations.
- 15.2. In the event that the Client believes that it does not have the competence to ensure the safe use of the plant, the Client shall notify the Service Provider of that belief in writing on signature of this hire contract.
- 15.3. The aforementioned Act will be posted on the Service Provider's website at <http://www.atlasplanthire.co.za> together with the NCA and the CPA for the Client to familiarize itself therewith inclusive of the all the information of the Service Provider as required by the CPA and the Companies Act 71 of 2008 and an explanation of all credit, services and products related consumer rights as well as the National Credit Regulator and the National Consumer Commission's contact information.
- 15.4. The Service Provider also furthermore herewith certifies that this agreement complies with all the standard conditions as prescribed by the Contractors Plant Hire Association.

16. POLITICAL, INDUSTRIAL OR SOCIAL DISTURBANCE OR STRIKE

- 16.1. In the event of the plant becoming inoperative as a consequence of riot, disturbance, strike, or any other stoppage or interference attributable to political or industrial or social unrest or activity, the Client shall be obliged forthwith to notify the Service Provider of such occurrence and that the plant has become inoperative, in which event, but in that event only, the Client shall have the option of returning the plant to the Service Provider within 24 (twenty four) hours of such notification, or of continuing the hire in which latter case the Client shall remain liable to the Service Provider for the full hire rate until the plant is restored to the possession of the Service Provider, and furthermore shall full hire rates be payable to the Service Provider in the event specifically, where the Client due to the aforementioned actions not having access to the plant for the full duration of such no access period inclusive of the period when and until the plant is returned to the Service Provider.
- 16.2. If the plant is returned to the Service Provider in terms of the Client's first option recorded above, this agreement shall ipso facto be deemed to be terminated.
- 16.3. In interpreting the provisions of Section 16.1 above, the words "returning the plant" shall mean that the obligation will at all times be on the Client to physically hand over the plant to the Service Provider at the Service Provider's premises, or nominated.

- 16.4. Any transport charges incurred in returning the plant to the Service Provider or restoring the plant to the possession of the Service Provider shall be for the Client's own account.**

Service Provider Par. 16.4 Initials _____

Client Par. 16.4 Initials _____

17. ESCALATION

- 17.1. In the event of any statutory variation the cost of fuel, oil, grease, tyres, tubes, parts or labour or in the event of a fluctuation of the US Dollar/South African Rand exchange rate, during the currency of the hire period (including variations arising from any form of duty or taxation) then the rates shall be increased accordingly by such an amount as the Service Provider determines to be applicable having regard to the variation of costs.
- 17.2. In the enforcement of Clause 17.1, the Service Provider herewith undertakes to at all times prior to such tariff increases inform the Client in writing thereof.

18. PAYMENT - NO SET OFF

- 18.1. Payment of the amount shown as due by the Client on the Service Provider's invoice shall be made to the Service Provider within the approved credit terms and the Client will not be entitled to deduct any amount therefrom whatsoever.
- 18.2. I/We agree to pay interest on all overdue accounts at the rate allowed in terms of the National Credit Act from date of statement. I/We also agree that a certificate issued by a director of your company, or MC van Dyk and Associates setting out the applicable rate and amount of interest, as also verifying any amounts owing by me/us, shall be good and sufficient proof of the content thereof for all purposes, including any application for judgement or summary judgement in any competent court or in respect of any collection charges by our appointed representative.
- 18.3. Neither party shall in terms of the NCA under 'unlawful provisions' be entitled to claim set off in respect of any amount owing for whatsoever reason.
- 18.4. The Client herewith also furthermore confirms that a certificate signed by a Director of the Service Provider showing the amount owing by the Client to the Service Provider, shall be prima facie proof that that said amount is due, owing and unpaid and shall be satisfactory proof of what is contained therein for the purposes of any action, proof of debt or insolvency or for any other whatsoever reason.
- 18.5. The Client herewith also agree to within 7 (seven) days after any change of its ownership or where applicable any share transaction or members' sale where shareholding of members' interest is transferred, notify the Service Provider of such said changes.
- 18.6. The Client also agrees that under the NCA in the event where the Client has exceeded its approved credit limit that the Service Provider would only be able to perform under this agreement after:
- 18.6.1. The Client has paid such amount as to comply with the Clients approved credit limit; or
- 18.6.2. Increase the Clients credit limit after written confirmation for such increase received by the Client and only after a new favourable vetting and assessment process as required under the NCA.
- 18.7. In the event of any amount not being paid on the due date (30 days after statement) by the Client, then the Service Provider shall have the right in its discretion, to refuse to transport any goods for the Client without incurring any liability whatsoever in respect of such refusal.
- 18.8. The Client herewith also agrees that although the risk in and to all goods sold to the Client passes to the Client upon delivery, ownership in and to the goods so delivered shall remain vested in the Service and Product Provider and at no stage whatsoever shall ownership pass until such time, as full payment in respect of such goods has been effected by the Client.

19. BREACH

- 19.1. Taking clause 8.3 into regard, in the event of either party being in breach of any of the terms of this Agreement and failing to remedy such breach within a period of 10 (ten) days after receipt by it of a written notice requiring such breach to be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other rights which it may have in terms of this Agreement or at law, to:
- 19.1.1 claim specific performance of the terms of this Agreement as well as such damages which it may have suffered;
- 19.1.2 cancel this Agreement and claim and recover damages; or

19.1.3 keep this Agreement in force and recover such damages as it may have suffered as a result of such breach.

20. ASSIGNMENT

20.1 The Client shall not be entitled to cede, assign, delegate or transfer all of or part of its rights or obligations in terms of this Agreement to any third party, without the written consent of the Service Provider.

21. LIABILITY

- 21.1 Taking Clause 16 into regard, in terms of **force majeure**, except to pay any sum that has become due, neither party shall bear responsibility for the complete or partial non-fulfilment of any of its obligations.
- 21.2 Both parties also agree that the following will be contractually considered to be cases of **force majeure**: acts of God, strikes, acts of war, riots, civil commotions, natural disasters or acts of government, or other circumstances beyond either party's control.
- 21.3 Any such act shall be communicated by the party with knowledge of such act to the other party in writing as soon as practicable as well as reasonable, with the understanding that upon the discontinuation of the circumstances resulting in **force majeure**, both parties may resume their obligations under this Agreement.

22. WHOLE AGREEMENT

- 22.1 This document constitutes the entire Agreement between the parties.
- 22.2 Neither party will have any right or remedy arising from any undertaking, warranty, or representation not included in this document.

23. VARIATION

23.1 This Contract cannot be varied, added to, or cancelled by Agreements other than by means of a further written Agreement between the parties, duly so signed by both parties.

24. RELAXATION OF TERMS

24.1 No relaxation of terms of this Agreement and no indulgence which one party may grant to the other, will in any way operate as an estoppel against the former party or be deemed to be a waiver of his rights, or in any other way limit, alter, or prejudice those rights.

25. JURISDICTION OF MAGISTRATE'S AND HIGH COURT

25.1 The Client consents to the jurisdiction of the Magistrates Court in terms of section 45 of the Magistrates Court Act 32 of 1944 (as amended) having jurisdiction under section 28 of the said Act in all whatsoever actions, notwithstanding that the claim by the owner exceeds the normal jurisdiction amount of the Magistrates Court.

26. ADDRESSES FOR SERVICE

- 26.1 The parties to this Agreement choose the addresses, telefax numbers and emails for purposes of this Agreement as set out in the Credit Application form for the Client and as set out in the heading of this agreement for the Service Provider.
- 26.2 Any notice or legal process to be served on either party may be served on it at the address specified above and each party hereby chooses that address as its domicilium citandi et executandi for all purposes under this Agreement.
- 26.3 A notice which is sent by prepaid registered post in a correctly addressed envelope to the postal address specified above will be deemed to have been received (unless the contrary is proved by the addressee) within 10 (ten) days from the date it was posted.
- 26.4 A notice which is delivered by hand to a responsible person during ordinary business hours at the above physical address will be deemed to have been received (unless the contrary is proved by the addressee) on the day of delivery.
- 26.5 A Telefax sent to the telefax number specified above will be deemed, (unless the contrary is proved by the addressee), to have been received on the first business day after transmission.
- 26.6 A notice which is send via email to a responsible person will be deemed to have been received (unless the contrary is proved by the addressee) on the day it was send.
- 26.7 A party shall be entitled to amend its addresses as aforesaid by giving 7 (seven) days written notice to that effect to the other party.

27. CONFIDENTIALITY

27.1 Except as required by law, both Parties shall procure that all confidential information disclosed by one Party to another in accordance with this Agreement or which may at any time until termination of this Agreement come to or into the other Party's knowledge, possession or control shall not be used for any purposes than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any third party, except insofar as this may be required for the proper operation of this Agreement,

and then only under appropriate confidentiality provisions approved in writing by the other Party.
27.2 These obligations of confidentiality shall cease to apply to any particular item of confidential information once such item becomes public knowledge other than by any act or default of either party.

28. LITIGATION COSTS

28.1 In the event of any legal action being taken on this Agreement, the successful party shall be entitled to cost on the attorney and own Client scale, including VAT and all collection commissions where applicable.

29. GOVERNING LAW

29.1 This Agreement shall be governed by the laws of the Republic of South Africa.
29.2 In the event where there is any clause within this here-said Agreement that is inconsistent with any duly promulgated legislation within the Republic of South Africa, then such legislation will take precedence over such clause and such said legislation must be adhered to above the relevant clause.
29.3 The Client herewith also undertakes to out of his own accord comply with all the laws in foreign countries beyond South African borders if and when the Service Provider renders services in such said countries to the Client, such countries being Namibia, Democratic Republic of the Congo, Swaziland, Lesotho, Mali, Ghana, Sierra Leone, as well as any others not mentioned for the said services so rendered.

SIGNATURES

The Service Provider

Signature: _____

Names and Surname: _____

Identity Number: _____

Designation: _____ **duly so authorized to sign on behalf of The Service Provider**

Date Signed: _____

Time Signed: _____

Place Signed: _____

Witnesses:

Witness Signature 1: _____

Names and Surname: _____

Witness Signature 2: _____

Names and Surname: _____

The Client

Signature: _____

Names and Surname: _____

Identity Number: _____

Designation: _____ **duly so authorized to sign on behalf of The Client**

Date Signed: _____

Time Signed: _____

Place Signed: _____

Witnesses:

Witness Signature 1: _____

Names and Surname: _____

Witness Signature 2: _____

Names and Surname: _____

Addendum A Deed of Suretyship

The undersigned:

Director/Partner/Proprietor/Member	Identification numbers

Do hereby bind myself/ourselves jointly and severally unto one in favour of (hereby referred to as the "Credit Grantor") as sureties and co-principle debtor/s in solidum with

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(hereinafter referred to as the "Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditors of any amount which now or which may hereafter become owing by the Principal Debtor to the Creditor's from any cause of indebtedness howsoever arising and for the fulfillment of the Principal Debtors obligations to the Creditor.

For the purpose of any action against me/us, a certificate by a Director or Manager of the Creditors (whose appointment qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditor and of the fact that the due date for the period of payment of the same has arrived, shall be prima facia proof both of the existence of the debt as well as the amount owing.

I/We hereby consent in terms of Section 45 of the Magistrate's Court Act of 1944 to the Creditor taking any legal action for the recovery of monies claimable hereunder that the Magistrates Court in any district having jurisdiction in respect of my/our person by virtue of Section 28 of the aforesaid act may be deemed suitable. Notwithstanding the foregoing the creditor shall be entitled in its own discretion to take any such legal action in any court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs between attorney and own client.

I/We select <i>Domicilium et Executandi</i> (place where notices are to be served) as

At which address all monies and communication may be addressed to me/us and I/we agree that all notices addressed to me/us at the said address and dispatched by prepaid registered post shall be deemed to have reached me/us on the second day after the date of posting.

The liability of one of us mentioned above is not dependent upon the signature of the other of us. I/We shall not prove a claim against the estate of the Principal Debtor on completion with the Creditor/s. No extension of time, indulgence or waiver afforded by the Creditor/s to the Principal Debtor, nor any other arrangement between them shall be prejudice or have affected to Creditor/s right against me/us.

This done and signed at

on this the day of

20

Authorised signature	Print name
	Identification number

Witness signature	Print name
	Identification number
