

TERMS AND CONDITIONS

RENTAL

- 1.1. *'broken period'* means the period from the effective date until the end of the month/quarter/half-year/year in which the effective date falls;
 - 1.2. *'date of transaction'* means the date upon which this agreement is signed by the last of the two parties;
 - 1.3. *'effective date'* means the date upon which the equipment is delivered and installed in the User's premises, and described on page one of this agreement or in the annexure to this agreement (as the case may be);
 - 1.4. *'equipment'* means the equipment reflected in this agreement or in the annexure to this agreement (as the case may be), which shall include any accessories or modifications that may be added or made to the equipment from time to time;
 - 1.5. *'minimum period'* means that period (exclusive of the broken period) reflected as such in this agreement, or in the annexure to this agreement (as the case may be). For the avoidance of doubt, the minimum period excludes the broken period, in respect of which rentals shall nevertheless be payable;
 - 1.6. *'Owner'* means Vox Telecom Limited, registration number 1998/016433/06, or any cessionary of the Owner;
 - 1.7. *'prime rate'* means the publicly quoted basic rate of interest per annum (as certified by any manager or accountant of the Bankers) at which the Bankers will lend without security to most favoured corporate customers in the private sector on overdraft, expressed in nominal annual compounded monthly terms;
 - 1.8. *'pro rata rental'* means the Rental payable in respect of the broken period;
 - 1.9. *'rental'* means the monthly/quarterly/half-yearly/annual amount charged to and payable by the User to the Owner for the use and enjoyment of the equipment as specified in this agreement, or in the annexure to this agreement (as the case may be);
 - 1.10. *'User's premises'* means the premises at which the equipment will be installed and located, or any other premises to which the equipment may have been moved with the written consent of the Owner;
 - 1.11. *'VAT'* means the tax leviable in terms of the Value Added Tax Act, 1991 as amended;
 - 1.12. The headings of the various paragraphs contained herein shall not form part of this agreement and have been inserted for reference purposes only.
2. **GRANT OF USE AND ENJOYMENT OF EQUIPMENT AND SOURCE OF SUPPLY**
 - 2.1. The Owner hereby grants the use and enjoyment of the equipment to the User, which hereby accepts such grant of use and enjoyment of the equipment, subject to the provisions hereof.
 - 2.2. The parties record that the Owner purchased the equipment from a supplier nominated by the User and at the User's specific request for the purpose of renting the equipment to the User. The User therefore specifically records hereby that it will not hold the Owner liable for any defects, breakdown or insufficiency in the equipment or as a result of a failure of the equipment or the User's inability to use the equipment, the User hereby recording that it recognises that any rights arising from the such defects, failures and the other matters referred to herein will exist vis-à-vis the original supplier of the equipment.
 3. **INSTALLATION AND COMMISSIONING OF EQUIPMENT**

The User shall take delivery of the equipment at the User's premises on behalf of the Owner when such delivery is tendered by the supplier and the User shall, at its own cost and expense, ensure that the installation area/s, electrical outlet/s, connection requirements and access way/s be suitable for the installation, passage and electrical connection of the equipment when it is delivered for installation and thereafter. If special lifting tackle or rigging operations are necessary for the installation of the equipment, all charges connected therewith shall be paid for by the User. The Owner accepts no responsibility in respect of or liability arising out of such installation.
 4. **PERIOD OF USE AND ENJOYMENT**
 - 4.1. Upon the signature by the User on this agreement, this agreement shall constitute an offer by the User, which offer shall be irrevocable.
 - 4.2. This agreement shall constitute a binding agreement only upon signature thereof by the Owner.
 - 4.3. This agreement shall commence on the effective date and, unless terminated earlier under the provisions of clause 15 or 17, shall continue indefinitely until terminated by either the Owner or the User on the giving of no less than 90 (ninety) days written notice of termination by either party to the other, provided however that neither the Owner nor the User shall be entitled to give such written notice of termination to be effective prior to the expiry of the broken period and minimum period, and provided further that any such notice of termination will operate to terminate this agreement only on an anniversary of the effective date.
 - 4.4. Any notice of termination shall be sent by prepaid registered post to the other party at the domicilium citandi et executandi of the party set out in this agreement.
 - 4.5. The provision of paragraph 4, shall not be construed as precluding the Owner from:
 - 4.6. refusing to conclude this agreement without giving any reason therefore; or
 - 4.7. cancelling this agreement as a consequence of a request by the User to terminate this agreement, provided that, in that event, the terms and conditions attaching to the cancellation shall be at such terms and conditions as may be mutually agreed upon, and, failing agreement
- within 5 (five) days of a request by the User to terminate this agreement, by the Owner in the Owner's sole and absolute discretion.
5. **RENTAL FOR THE USE AND ENJOYMENT**
 - 5.1. The rental payable by the User to the Owner for the use and enjoyment of the equipment shall be -
 - 5.1.1. in respect of the broken period, an amount calculated in accordance with the following formula:
 1. $A = B \times C/D$ where
 2. A = pro-rata rental payable
 3. B= monthly/quarterly/half-yearly/annual rental
 4. C = the number of days in the broken period
 5. D = 30 (thirty) where the rentals are payable monthly; and 90 (ninety) where the rentals are payable quarterly and 180 (one hundred and eighty) where rentals are payable half-yearly and 360 (three hundred and sixty) where rentals are payable annually;
 6. which amounts shall be paid on presentation of the invoice in relation thereto; and
 - 5.1.2. after the broken period, the User shall pay to the Owner monthly/quarterly/half-yearly/annual rental as specified in this agreement, or the annexure(s) to this agreement, on or before, but no later than the dates so specified in this agreement, or in the annexure(s) to this agreement (as the case may be).
 - 5.2. Rentals stated in this agreement have been calculated after taking into consideration: current supplier list prices; all bona fide importation costs including but not limited to freight, clearing, rigging, handling, packaging, insurance, transport and sales/customs/ad valorem duty, rates of exchange; the then current prevailing short to medium term money market rates; costs of conforming to statutory obligations and regulations and all other similar costs (hereinafter referred to as "the rental costing factors").
 - 5.3. In the event that any of the rental costing factors should change, then, without derogating from anything aforementioned, the Owner may adjust the rentals so that the Owner maintains the internal rate of return it enjoyed immediately prior to the said change. Any adjustment to the rentals shall take effect upon the first day of the month/quarter/half-year/year following the date of the change.
 - 5.4. If at any stage after the date of signature hereof by the User and during the subsistence of this agreement the prime rate changes, then without derogating from anything aforementioned, the Owner may adjust the rentals so that the Owner maintains the internal rate of return it enjoyed immediately prior to the said change. Any adjustment to the rentals may be made with effect from the date of the change, but in any event shall, if adjusted, be made not later than the first day of the month/quarter/half-year/year following the date of the change. Any variations in the rental in terms of this agreement due to a variation in the prime rate shall be effective notwithstanding any failure on the part of the Owner to notify the User of such variation in the interest rate or any failure of the Owner to recover any varied rentals from the User. The User shall be obliged to pay the adjusted rentals from the date of such change.
 - 5.5. The User shall not be entitled to withhold any payment from the Owner for any reason whatsoever, nor shall the User set off against any rental and any other amount payable, any present or future claim which the User may have against the Owner from any cause arising.
 - 5.6. All moneys paid by the User in terms hereof shall be applied in the first place to the payment of any additional amounts payable by the User to the Owner and the balance shall be applied to the payment of the rental set out in this agreement. The Owner may, notwithstanding the above, in its own discretion and without notice to the User, apply any moneys received by it from the User, in payment of any other amount due by the User to the Owner, whether in respect of equipment sold, services rendered, moneys advance or any other debt whatsoever. The User shall forthwith settle any short fall in the amounts due in terms of this agreement, which may arise in this manner.
 - 5.7. It is expressly agreed that the rentals do not include any payment in respect of maintenance of the equipment.
 6. **INTEREST ON ARREARS**

The User shall pay to the Owner interest at prime rate +5% (Five per centum) on all amounts overdue in terms of this agreement, calculated on a daily basis from the due date of payment until the actual day of payment.

 - 6.1. The User will, in the absence of any manifest error be bound by the Owner's calculations in the determination of any interest.
 7. **NON-WAIVER OF RIGHTS**

Any latitude or extension of time which may be allowed by the Owner to the User in respect of any payment or other performance provided for in this agreement or any other indulgence which may be extended by the Owner to the User, shall not prejudice any of the rights of the Owner under this agreement or operate as a waiver or notation of such rights.
 8. **LIABILITY OF THE OWNER AND INDEMNITY**
 - 8.1. The Owner shall not under any circumstances be liable to the User in respect of any damage to person or property of whatsoever nature and however arising, whether direct or consequential or special or general, resulting from -
 - 8.1.1. The use or possession of the equipment;

- 8.1.2. Late commissioning of the equipment whether or not such late commissioning is occasioned by any fault and/or negligence on the part of the Owner;
- 8.1.3. The fact that the equipment is not functioning properly or at all at any particular stage.
- 8.2. The User hereby indemnifies and holds the Owner harmless from any and all loss, injury, damage, fines, penalties and claims whatsoever and howsoever arising from or connected with the equipment, the installation and commissioning of the equipment and/or the use or possession thereof and whether or not such claims are caused by any act or omission of the User or anyone also.
- 9. OWNERSHIP OF EQUIPMENT**
It is expressly agreed that the equipment shall at all time be and remain the sole and absolute property of the Owner. At no stage during the period of the agreement or thereafter will the User or any person on its behalf acquire ownership of the equipment in terms of this agreement. On the termination of this agreement, for any reason whatsoever, the equipment shall be returned to the Owner as provided for in paragraph 10.6 hereof and the User or any person on its behalf shall not after termination of this agreement be entitled to retain the possession, use or enjoyment of the equipment.
- 10. RISK AND MAINTENANCE OF EQUIPMENT**
- 10.1. Subject to the provisions of this agreement, the User shall not during the period of this agreement or after the expiry thereof be liable for or guarantee any amount in respect of the value of the equipment, but shall not be entitled to cancel this agreement as a result of any diminution in the value of the equipment howsoever caused.
- 10.2. The User shall during the subsistence of this agreement maintain the equipment in a good state of repair, fair wear and tear excepted. The User shall make good at its own expense any damage caused to the equipment from whatsoever cause arising, including, without limiting the generality of the foregoing, any damage arising from the negligence of the User or its employees. The User shall ensure that all repair and maintenance services in respect of the equipment shall be rendered only by suitably qualified persons approved by the supplier of the equipment. The User shall be responsible for all costs and charges in respect of repairs and maintenance of the equipment.
- 10.3. No guarantees, warranties, representations, undertakings or promises of whatsoever nature (including warranties as to the fitness or otherwise of the equipment or the condition thereof) other than those expressly contained herein shall be of any force and effect or binding as against the Owner.
- 10.4. The User acknowledges having examined the equipment or caused the equipment to be examined and satisfied itself as to its good condition and service ability and agrees that no guarantee as to the condition, quality or model of the equipment or as to its fitness for any purpose has been given, expressly or tacitly, and any implied warranty is hereby expressly excluded.
- 10.5. The User shall not be entitled to any suspension, remission and/or withholding of the monthly/quarterly/half-yearly/annual rental in respect of any period during which the equipment is not in proper working order or not working at all.
- 10.6. On termination of this agreement, the User shall return the equipment to the Owner at an address nominated by the Owner in the same condition as existed at the effective date, fair wear and tear excepted.
- 11. USERS OBLIGATIONS**
- 11.1. The User shall not, without the prior written permission of the Owner -
- 11.1.1. cede and/or assign any of its rights and or delegate any of its obligations in and to and arising from this agreement;
- 11.1.2. remove or allow the equipment to be removed from the User's premises. Such permission may be granted subject to the requirement that the equipment be moved at the User's expense by the Owner's agents who shall require 14 (fourteen) days written notice thereof.
- 11.2. The User shall -
- 11.2.1. use the equipment with care and subject to any instructions issued by the supplier or manufacturer of the equipment from time to time, which instructions shall be deemed to have been issued by the Owner;
- 11.2.2. keep the equipment free from the claim of third parties and from attachment, shall not alienate or transfer the equipment, encumber the equipment, either in part or as a whole, nor allow any lien to arise in respect thereof and should the User allow the equipment to become subject to any lien or attachment of any nature prior to the User making payment of all the rental plus VAT in respect of such equipment for the broken period plus the minimum period, and the Owner pays the amount due for the release thereof, then such amount shall constitute a debt owing to the Owner by the User and shall become payable on demand. The User's responsibility shall, inter alia, include the repairing or replacing of all damaged, broken or worn parts, whether caused by accident, misuse, neglect, wear and tear or otherwise howsoever, at the User's cost, and all repairs, additions and modifications shall accede to the equipment without compensation payable by the Owner;
- 11.2.3. keep the equipment dry, clean and free from dust, extreme temperature and harmful fumes;
- 11.2.4. permit the Owner and/or its authorised agents to have access to and to inspect and/or maintain the equipment at all reasonable times;
- 11.2.5. provide adequate accommodation and all other facilities necessary for the installation and maintenance of the equipment as laid down in any specification issued by the relevant authority;
- 11.2.6. immediately on the date of the transaction, advise the owner or the landlord of the User's premises or any subsequent landlord and/or owner of any subsequent premises of the fact that the equipment is the property of the Owner and will remain such throughout the subsistence of this agreement and thereafter;
- 11.2.7. advise the Owner of the name and address of the owner or landlord of the User's premises and/or the name and address of any subsequent owner or landlord of the same or any other subsequent premises;
- 11.2.8. not interfere with or allow any interference with any identification which maybe affixed to the equipment by the Owner or the supplier from time to time;
- 11.2.9. not use the equipment in contravention of this agreement;
- 11.2.10. not, without the prior written consent of the Owner, make any alteration to the equipment and all replacements and renewal parts and accessories and all additions and alterations to the equipment during the currency of this agreement, shall be deemed to form part of the equipment and shall accede to and become the property of the Owner without compensation to the User;
- 11.2.11. keep the equipment in its own possession and control and shall not permit the same to be used by any unqualified operator or in any other manner contrary to the law or the terms and conditions of any insurance policy relating to the equipment;
- 11.2.12. pay and bear all VAT on rentals and all other amounts properly chargeable with VAT, payable in terms of or pursuant to this agreement;
- 11.2.13. advise the Owner forthwith of any loss of or damage to the equipment and shall, during the continuance and/or upon termination of this agreement reimburse the Owner for all costs and expenses incurred to put the equipment into good and proper order and repair, if the cause of loss or damage is attributable to the negligence or willful conduct of the User. The User hereby undertakes to look after and care for the equipment in a proper, diligent and careful manner;
- 11.2.14. advise the Owner of any Intended change in the location of the User's premises at least 30(thirty) days prior to such change.
- 12. INSURANCE**
13. The user shall be responsible for the insurance of the equipment and the User shall comply with all reasonable conditions imposed by the user's insurer or their agents with regards to the location and use of the equipment.
- 14. ALTERATION AND EXTENSION TO EQUIPMENT**
Should the User or any competent authority determine, either before, during or after the installation of the equipment, that any alterations or additions are required to the equipment or to the User's premises to ensure the proper installation and functioning of the equipment, then such alterations or additions shall be carried out only by such technicians as may be approved by the Owner, at the User's sole cost and expense. Such technicians shall be deemed to be the agents of the User in carrying out such alterations and additions and no liability of whatsoever nature shall attach to the Owner in respect of such alterations or additions or in the manner in which they are carried out.
- 15. CESSION AND ASSIGNMENT**
- 15.1. The Owner shall without notice to the User be entitled to cede, sell, pledge and/or assign all or any of the Owner's rights under this agreement, and/or its right of Ownership in the equipment and if such cession, sale, pledge or hypothecation takes place, the User shall thereupon -
- 15.2. hold the equipment on behalf of and in accordance with the instructions and directions of any such cessionary lies in place of the Owner;
- 15.3. if so required by any cessionary make all payments directly to such cessionary.
- 15.4. Unless the context otherwise indicates, any reference to the Owner shall be deemed to include reference to its successor-in-title.
- 16. LOSS OR DESTRUCTION OF EQUIPMENT**
- 16.1. In the event of the equipment being lost, stolen or, in the opinion of the Owner damaged beyond economical repair, this agreement shall terminate and the User shall pay all rentals plus VAT outstanding in respect of the period prior to such termination, provided that this agreement shall not terminate if the parties reach agreement on the substitution of the equipment.
- 16.2. Should the Owner hold any insurance policy in respect of the equipment, the User shall comply with all or any lawful requirements of the insurance concerned in regard to any claims made following upon loss, theft or destruction of the equipment.
- 16.3. In the event of loss or destruction of the equipment, the User shall notify the Owner within 1(one) business day of such loss or destruction.

17. INFORMATION ABOUT THE USER

- 17.1. The User warrants, such warranties being material and going to the root of this agreement, that all information supplied to the Owner by the User or anyone on its behalf concerning the User's business in whatever form is true and correct in all material respects; in particular, all information so supplied to the Owner during its investigation prior to the transaction date including balance sheets, income statements, cash flow, profit forecasts and other financial statements or accounts. The User further warrants that all such information as may be presented to the Owner in the future will be true at the relevant time, and will remain true and correct in every material respect.
- 17.2. The User warrants that all rental payments due in terms of this agreement are wholly or partly deductible from the User's income under Part 1 of Chapter 1 of the income Tax Act of 1962.

18. BREACH OF AGREEMENT

- 18.1. Should the User –
 - 18.1.1. fail to make any payment due in terms of this agreement on due date thereof; or
 - 18.1.2. commit any other breach obits obligations in terms of this agreement which breach shall be deemed to be a material breach; or
 - 18.1.3. in the event of the User being a company, be placed under judicial management whether provisionally or finally; or
 - 18.1.4. enter into or attempt to enter into a compromise and/or debt arrangement with all of its Creditors or my of them; or
 - 18.1.5. allow any judgment entered against it are remain unsatisfied for a period of 10 (ten) days from the date of such judgment being granted, or failing to obtain a rescission of such judgment within a period of 14 (fourteen) days from the date of such judgment being granted; or
 - 18.1.6. have made any misrepresentations to the Owner in connection with this agreement or any matter relevant thereto; or
 - 18.1.7. do or suffer to be done any act or thing which may prejudice the Owner's rights in and to this agreement and/or the equipment; or
 - 18.1.8. being a company or close corporation, be wound up, whether voluntarily or by order of Court, and whether provisionally or finally; or
 - 18.1.9. not being a company, be provisionally or finally sequestrated; or
 - 18.1.10. commit any act referred to as an act of insolvency in terms of the insolvency Act; or
 - 18.1.11. being a company or a closed corporation, effect a change in the beneficial ownership of any or all of the shares or interests therein, as the case may be, without prior written consent of the Owner, the User shall be deemed in terms to have breached the provisions of this agreement.
- 18.2. Should the User be deemed in terms of 17.1 to have breached any of the provisions of this agreement, the Owner shall be entitled forthwith without prejudice to any other rights which might have against the User –
 - 18.2.1. to demand payment of the total outstanding balance of the rentals plus VAT for the entire minimum period plus the notice period as referred to in paragraph 4.3, and any other amounts payable by the User in terms hereof, whether due for payment or not, upon payment of which amounts the User shall be entitled to the use, possession and enjoyment of the equipment until the expiry of the notice period; provided, however that if the User fails to make immediate payment as provided herein, the rights of the Owner shall not be exhausted and the Owner shall not withstanding the election to claim immediate payment in terms of this sub-clause, be entitled to claim and recover the relief in 17.2.2,17.2.3 and 17.2.4; or
 - 18.2.2. to cancel this agreement; and
 - 18.2.3. to retake possession of the equipment; and
 - 18.2.4. to recover from the User-
 - 18.2.4.1. all amounts due and /or in arrears as at the date of cancellation together with interest thereon plus VAT as provided in paragraph 6 hereof; and
 - 18.2.4.2. all damages suffered by the Owner as a result of the cancellation of the agreement which damages the User agrees shall be equivalent to -
 - 18.2.4.2.1. the total of all amounts which but for such cancellation would have been payable from the date of cancellation of the agreement until the date upon which this agreement ends, that is, the last day of the notice period, less
 - 18.2.4.2.2. the value of the equipment as at the date of recovery thereof by the Owner and as determined by the Owner.
- 18.3. The provisions of Paragraph 17.2 above, shall not be construed as precluding the Owner from enforcing performance by the User under the terms and conditions of this agreement.

19. JURISDICTION AND COSTS

- 19.1. The User consents to the jurisdiction of any competent Magistrate's Court in respect of any action to be instituted against the User by the Owner in terms of this agreement, provided however that nothing herein

contained shall preclude the Owner from proceeding against the User in terms of this agreement in any Court of competent jurisdiction, in which event the Owner shall be entitled to recover the cost of the proceedings in the said Court of competent jurisdiction on the basis of the tariff applicable to such Court.

- 19.2. Notwithstanding the provision of 18.1, all legal fees, charges and disbursements of Whatsoever nature (including, Without limiting the generality of the foregoing, costs on the attorney and own client scale) incurred by the Owner in enforcing any of the provisions of this agreement and recovering possession of the equipment and costs and disbursements incurred tracing the User and/or the equipment and in collecting or endeavouring to collect all or any amounts payable by the User to the Owner, hereunder or otherwise, and all collection commissions, storage charges, costs of evaluation of the equipment and restoring the equipment to a saleable condition, selling commissions, dismantling and removing charges and all other fees and charges of a like nature, shall be for the account of the User and shall be payable on demand.

20. UPGRADE OPTIONS

- 20.1. Unless the contrary is expressly recorded in this agreement, the User shall have the right, subject to the provisions of the option contained in this paragraph, to upgrade the equipment or any part thereof during the currency of this agreement.
- 20.2. Without derogating from the generality of anything stated in this agreement, the parties hereby expressly agree that the upgrade option may not be exercised unless:
 - 20.2.1. the User will have complied with and can reasonably be expected to continue to comply with all the terms and conditions of this agreement;
 - 20.2.2. the User shall give the Owner at least 30 (thirty) calendar days written notice of its intention to exercise this option.
- 20.3. The User shall sign and accept all documents and/or contractual amendments to this agreement as are then deemed necessary by the Owner for the exercise of this option.
- 20.4. If this agreement has been ceded, then the cessionary has agreed to such upgrade.

21. GENERAL

- 21.1. All payments to be made by the User in terms hereof shall be made to the Owner at the address of the Owner indicated on page one of this agreement, or at any such other address, which the Owner may designate for such purpose from time to time.
- 21.2. Any notice sent by prepaid registered post to the User at its domicilium citandi et executandi, shall be deemed to have been received by the User on the fifth day following the posting thereof.
- 21.3. This is the entire agreement between the parties relating to the equipment. The parties acknowledge that there are no oral or collateral agreements which in any way vary or modify this agreement or suspend the operation of same.
- 21.4. No variation, alteration, consensual cancellation or novation of or addition to this agreement, and no waiver by the Owner of any of its rights hereunder, and no latitude or indulgence by the Owner, shall be of any force or effect unless reduced to writing and signed by both the Owner and the User.
- 21.5. A certificate signed by a director, manager or accountant of the Owner (whose appointment as such need not be proved by the Owner) as to:
 - 21.5.1. the amount of any rental or other payment in terms of this agreement;
 - 21.5.2. the amount of any arrears of rental plus VAT; and/or
 - 21.5.3. the total outstanding balance or any part thereof of the rentals plus VAT for the broken period, the entire minimum period plus the notice period as referred to in paragraph 4.3; and/or
 - 21.5.4. the amount of any payments made for the account of the User as authorised by this agreement; and/or
 - 21.5.5. any other matter relevant to this agreement, shall be prima facie proof of the matters therein stated and sufficient for the purpose for which the certificate is issued, and especially for the purposes of obtaining judgment and/or provisional sentence and for the purpose of pleadings or any trail action against the User, for the amount or amounts reflected in such certificate.
- 21.6. Any stamp duty payable in terms of this agreement shall be born by the User.
- 21.7. The User acknowledges that all information inserted in the agreement shall be deemed to be correct, unless the User notifies the Owner to the contrary within 7(seven) days of receipt by the User of a copy of this agreement.
- 21.8. Should any provision of this agreement be or be retrospectively rendered unlawful, then that unlawful provision only shall be deemed to be modified to the extent and in the manner necessary to render it consistent with the enactment rendering it unlawful, or if such modification is impossible, be deemed to be severable from the remaining provisions hereof and pro non scripts. in either such event notwithstanding anything to the contrary in this agreement contained, the Owner and the User respectively shall have all the rights conferred upon them by the law rendering such provision unlawful.
- 21.9. If 2 (two) or more Users sign this agreement, their liabilities shall be joint and several. if this agreement is not signed by all persons named as the User above, or by all partners of the User (if a partnership) or by all



members of a close corporation (if a close corporation), this agreement shall nonetheless be and remain binding on the Users who have signed this agreement or on a User being a partnership or close corporation (as the case maybe).

21.10. Any change in the manner of payment requested by the Owner from the User in terms of paragraph 22 below, shall not be construed as being a novation and the Owner reserves its rights at all times to change or alter the manner of payment of any rental payable by the User in terms of this agreement.

22. **GOVERNING LAW**

This agreement shall in all matters be governed by and construed in accordance with the laws prevailing in the Republic of South Africa from time to time and all disputes, actions and other matters in connection therewith shall be determined in accordance with such law.

23. **MANNER OF PAYMENT**

23.1. The User shall upon demand by the Owner following signature of this agreement, effect payment to the Owner in the form of debit order, stop order or series of post dated cheques or in such other manner as the Owner may stipulate, in respect of the rental payments in terms of this agreement covering the full term of this agreement (being the broken period, the minimum period plus the notice period).

23.2. The User shall be liable for and pay to the Owner on demand an amount equal to the aggregate of the amount charged by the Owner's bankers in respect of my of the Users cheques, stop orders, debit order mandates or similar payment instructions dishonoured by the User's bankers plus penalty equivalent to 50% (fifty per centum) of that amount.