

AGREEMENT PART A

Date	Contract Reference Number		Consultant Ref	
PERSONAL DETAILS				
Name(s)				
Surname				
ID Number				
Contact number (Home)				
Contact number (Work)				
Contact number (Cell)				
Physical Address				
				Postal Code
Postal Address				
				Postal Code
Work Email				
Personal Email				
EMPLOYMENT DETAILS				
Employer's Name				
Employment Status	Permanent		Occupation	
	Contract		Contract expiry date	
Monthly Income (gross salary)	R		Monthly Expenses	R
Nett Income (After deductions)	R			
NEXT OF KIN				
Name(s)		Surname		
Contact number		Email address		
Cell				
PRODUCT INFORMATION				
DESCRIPTION				
IMEI 1				
IMEI 2				
SIM ISSUED	Y	N	NETWORK	SIM NO
Data Plan	Occurrence		Contract Fee	R
			Initiation Fee (Once off)	R 1 9 9
			Total Monthly Payment	R
LEASE AGREEMENT DETAILS				
Day of Monthly Rental Payment				
Product Inspected by customer	Y	N	Product Inspected by Consultant	Y N
Setup Done	Y	N	Product New	Y N
Lessee Signature				
Please ensure that all supplied information is accurate and correct. Turn to the back side of this page to read terms and conditions of this agreement. A signature confirms that terms and conditions of this agreement have been read, accepted and understood in full.				

Leasing of Personal Property Agreement

This Agreement is entered into, by and between Lessee and Necta telecommunications a division of Ezii Finance Pty Ltd. The parties agree as follows;

1. **Term:** The term of this agreement shall begin _____ and continue for 24 months until _____ then agreement will terminate with no option of renewal.
2. **Fee:** The monthly lease fee for the personal property shall be payable by means of an AEDO debit order by signing agreement the lessee agrees to 7 days tracking of the debit order. All debit orders will be set on the weekend back rule; the Friday before the weekend and the day before a public holiday the debit order will run. **The date of payment will be _____ every month.** Any areas payment will be collected via debit order on the next payment date. All amounts are inclusive of VAT
3. **Personal Property:** The lessor has available personal property as described in Attachment A and the Lessee is in need of such personal Property. The Lessor is willing to lease the the personal property to the Lessee.
4. **Care and Condition:** The lessee shall use proper care and good judgement in maintaining personal property in the same condition provided to lessee, normal wear and tear excluded. The lessee warrants that the Personal Property has been inspected and agrees to accept the personal property in the present condition.
5. **Repair and Maintenance:** The lessee will contact the lessor promptly if the personal property is in need of repair. The parties will work cooperatively to determine the appropriate and necessary repair action. The lessee agrees not to fix or repair personal property without the lesser written consent. Repairs and maintenance shall be at the expense of the lesser and any expense shall be considered personal expense of the lessor subject to the lessee account be in good standing. The Lessor reserves the right to refuse to pay for repairs when the lessors technical department can determine and proof abuse and misuse of the personal property
6. **Access:** The Lessor shall have the right at any time, in person or by an authorised agent, to inspect the personal property, which will be arranged between the parties
7. **Ownership:** The title and ownership of the personal property shall be and remain in the name of the lessor. The Lessee will not be listed as an owner of the personal property or have title to the personal property at any time in this agreement.
8. **Possession:** The lessee will receive and take possession of the Personal Property at the beginning of the Terms and return and release possession to the Lessee at end of the term. Delivery cost will be responsibility of the Lessee.
9. **Notices:** Any notices permitted or required by this agreement shall be deemed given when sent and received 3 days after the notice is sent electronically via email either party may change its address by written notice provided to the other in accordance with this contract.
10. **Property Insurance:** It is advised that the lessee keeps in effect during the Terms of this Agreement property insurance to cover the Personal Property on a replacement cost basis. The lessee agrees to be responsible for any deductibles or self-insured retention applicable to the insurance.
11. **Indemnity and hold harmless:** The lessee shall indemnify and hold harmless the lessor, its officers, employees and agents from all claims, suits, actions, loss, damage, injury, demand, costs and expenses, of any nature, resulting from, or connected with, the use or operation of the personal property by the lessee.
12. **Assumption of Risk Release of Liability:** The Lessee acknowledges that the personal property is being leased on an "as is" basis. Upon receipt of the personal property if the personal property is damaged at any time, the lessee shall first compensate the lesser for its loss for its loss before the lessor is obliged to replace the product and lessee shall continue to pay the monthly fee and another administration fee. The lessor is not liable for any claims ,suits, actions, loss, damage, injury, demand, cost and expense, of any nature, resulting from ,or connected with, the use or operation of the Personal Property by the lessee.
13. **Termination:** This agreement may be terminated immediately by mutual consent or by either party with 20 days advance written notice. If the lessee terminates the agreement, the lessor is entitled to a reasonable penalty payment. It is expressly agreed between the parties that "reasonable penalty" will be that the Lessor retains the full administration fee and 75% of the remaining monthly payments as per the contract. The Lessee will have 5 days from the date of receiving the personal property to return the personal property without any Penalty. This agreement may be terminated for default by either party upon ten 10 days written notice.
14. **Assignment:** The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person firm, corporation, or other entity without the prior, express, and written consent of the other party.
15. **Relationship of Parties:** The parties intend that their relationship at all times and for all purposes under this agreement be independent and that of lessee and lessor relationship. neither party is to be considered an agent or employee of the other party for any purpose.
16. **Third Party Beneficiary:** The parties are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.
17. **Governing Law:** This agreement shall be governed and construed in accordance with the laws of Republic of South Africa.
18. **Entire Agreement, waiver and modification:** This agreement constitutes the entire agreement between the parties. No verification or modification shall change the terms unless reduced to writing and signed by both parties.
19. **Permission to use your personal information:** By agreeing to the terms of this agreement and specifically this consent form which forms part of this agreement, the lessee do hereby volunteering authorize the lessor to process his /her personal information (including name, credit card & banking details, physical address ,telephone numbers and any other information the lessee has provided to the lessor) Processing shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form :or merging; linking, as well as blocking, degradation, era sure or destruction of information this consent is effective immediately and will endure indefinitely or when the lessee withdraws its consent .By agreeing to the terms of this consent form ,the lessee expressly consents to the processing of the information for marketing purposes and know and understand that by agreeing to same that the lessee may receive marketing materials in the form of sms's ,emails and the like from the lessor and/or its partners. The Lessee expressly consents to the processing of its information for the purpose of receiving newsletters, information, marketing material and the lessee knows & understand that by agreeing to the terms and conditions set out herein, that it may receive these materials in the form of sms's, emails and the like from the lesser and or its partners.
20. **The Lessees rights in terms of this consent:** 20.1 The lessee has the right to know what information is being kept, how that information is being used and when we will disclose that information. 20.2 Right to correct the details –The lessee will contact the lessor at any time to obtain and correct this information. 20.3 Right to revoke consent is not retroactive and will not affect disclosure off the lessee's information already made.
21. **First Right:** The lessee will have a first right to purchase the personal Property on expiration of the agreement. The Lessee and Lessor will negotiate the purchase agreement separately from this agreement.
22. **Acceptance and signatures:** The parties by their signature below acknowledge that they have read and understand the agreement and agree to be bound to the agreement

IN WITNESS WHEREOF: the parties hereto have executed this agreement and the lessee, by signing this agreement expressly consents to paragraph 20, the personal information paragraph.

LESSEE(CUSTOMER)

LESSOR(CONSULTANT)

Authorised Signature & Date

Authorised Signature & Date

Print Name and Surname

Print Name and Surname