

RENTAL AGREEMENT

(for juristic persons to whom the Consumer Protection Act does not apply)

between **A – Z Vending Solutions (Pty) Ltd** Reg No. 2010/019658/07
 of 27 Southway Road, Kelvin P O Box 652092, Benmore, 2010 (hereinafter referred to as “A-Z Vending”)

and _____ (hereinafter referred to as “Renter”)
 of (physical address) _____
 Registration No. _____ Vat No. _____
 Tel. No. _____ Fax No. _____
 Installation Address: _____

A-Z Vending hereby agrees to rent to the Renter, who takes on hire from A-Z Vending, the equipment described in the schedule below (“the equipment”) at the rental and for the period and on the terms set out in this Agreement and in the conditions of hire set out overleaf.

SIGNATORIES TO THE AGREEMENT

Signed on behalf of A-Z Vending at on the Day of 20 Signature: Name of Signatory <small>The signatory warrants by his signature that he is duly authorised hereto.</small>	Signed on behalf of the Renter at on the Day of 20 Signature: Name of Signatory <small>The signatory warrants by his signature that he is duly authorised hereto.</small> Witness:
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SCHEDULE OF EQUIPMENT

Quantity	Description of Equipment	Serial Numbers	Unit Cost (excl. VAT)

SCHEDULE OF RENTAL

Initial Rental Period Commencement Date Annual Escalation Rate %
 Agreed Monthly Rental VAT Total Monthly Rental

AUTHORITY AND MANDATE FOR DEBIT PAYMENT INSTRUCTIONS

Bank Branch Code Branch

Account No Name of Account Holder Account Type

Debit Order Date: Last working day of each month

I/We hereby authorise A-Z Vending to issue and deliver payment instructions to the A-Z Vending Bank for collection against my/our above-mentioned account at my/our Bank recorded above (or any other bank or branch to which my/our account has been transferred) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Rental Agreement and commencing on the aforesaid date and continuing until this Authority and Mandate is terminated by me/us by giving A-Z Vending notice in writing of not less than 20 business days (weekends and public holidays excluded), and sent by prepaid registered post or delivered to A-Z Vending address as indicated above. In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next business day. Furthermore, if there are insufficient funds in my/our account to meet the obligation, A-Z Vending is entitled to present the instruction for payment as soon as sufficient funds are available in my/our account. I/We understand that the withdrawals hereby authorised will be processed through the national payment system. Details of each withdrawal will be recorded on my bank statement and must contain aforesaid reference number, which must be included in the said payment instruction to enable me to identify the Rental Agreement.

Mandate I/We acknowledge that all payment instructions issued by A-Z Vending shall be treated by my/our abovementioned Bank as if the instructions have been issued by me/us personally. Furthermore I/We acknowledge that this Authority and Mandate may be ceded or assigned to a third party if the Rental Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Cancellation I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Rental Agreement. I/We shall not be entitled to any refund of amounts which A-Z Vending has withdrawn while this Authority was in force, if such amounts were legally owing to A-Z Vending.

Authorised Signatory _____

RESOLUTION

Extract of the minutes of the meeting of the Board of Directors / Members of (“the Company/Close Corporation”)
 Registration Number held at on the day of 20

WHEREIN IT WAS RESOLVED

- That the Company/Close Corporation enters into Rental Agreements (“the Agreements”) for the hiring of equipment with A-Z Vending Solutions (Pty) Ltd Reg No. 2010/019658/07
- That to give effect to the foregoing

Full Names: Signature:

In his/her capacity as of the Company/Close Corporation be and is hereby authorised to do whatever may be necessary to give effect to his resolution and to enter into and sign the aforesaid Agreements on behalf of the Company/Close Corporation.

- That all acts of things done and or signed by on behalf of the Company/Close Corporation prior to the date of this Resolution in connection with the above transaction/s be hereby ratified and approved.

CERTIFIED A TRUE EXTRACT OF THE ORIGINAL RESOLUTION/MINUTES

***PLEASE ATTACH COPY IF ID**

Signature: _____ Chairman of Meeting Name & Capacity	Signature: _____ Secretary/Director/Member/Partner Name & Capacity	Signature: _____ Director/Member/Partner Name & Capacity
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CONDITIONS OF HIRE

1. INTERPRETATION, INCLUSIVITY, VARIATIONS AND INDULGENCES

- 1.1 The definitions on the facing page of this document are also applicable to the conditions set out below.
- 1.2 Reference to the singular shall be deemed to include the plural and vice versa and reference to the one gender shall be deemed to include the other genders.
- 1.3 The "Prime Rate" means the publicly quoted rate of interest per annum at which A-Z Vending's commercial bankers ("the Bank"), will lend on overdraft to its most favoured customers in the private sector, from time to time, as certified by a Manager of the Bank whose appointment it shall not be necessary to prove.
- 1.4 This agreement is the sole rental agreement between the parties hereto relating to the equipment. No representations, undertakings or warranties, given orally or otherwise by A-Z Vending, which are not specified in this agreement, shall be of any force or effect unless reduced to writing and signed by the parties. Any warranties implied by common law, but which are not expressly included in this agreement, are excluded herefrom and shall not be applicable to this agreement.
- 1.5 No variation, amendment or consensual termination of this agreement shall be of any force or effect unless reduced to writing and signed by both parties and this clause may not be amended unless reduced to writing and signed by both parties.
- 1.6 No indulgence granted by A-Z Vending to the Renter in respect of the enforcement of any of A-Z Vending's rights under this agreement shall be construed as a waiver of such rights (unless expressed as such a written document signed by A-Z Vending) nor shall it in any way prejudice A-Z Vending from strictly enforcing its said rights in the event of a subsequent breach thereof. This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

2. DURATION

The initial Rental Period of hire shall be as per the Schedule of Rental. After the initial period this agreement shall continue to the next anniversary and shall continue to do so indefinitely until terminated by either party giving the other written notice of termination provided that such notice shall not be effective if given less than 30 (thirty) days before the end of the initial period or of any anniversary date, as the case may be. Should the Renter request termination of this agreement any time before the expiry date of the initial period, all unpaid rentals up until the end of the initial period, including any escalations, and arrears will become due and payable to A-Z Vending. Each such notice of termination shall be sent by registered post to the other party at the domicilium citandi et executandi set out on the front page of this rental agreement.

3. DELIVERY

- 3.1 It is recorded that the equipment has been or will be purchased by A-Z Vending from the supplier of the equipment at the Renter's request and solely for the purpose of renting the equipment to the Renter in terms of this agreement. The equipment has been selected by the Renter and A-Z Vending makes no warranties or representations whatsoever as to the condition of the equipment.
- 3.2 The Renter shall, at its own cost, arrange for the collection of the equipment and the installation of the equipment at the installation address specified on the front page hereof. The Renter shall, in respect, take delivery of the equipment on A-Z Vending's behalf so that ownership of the equipment shall pass to A-Z Vending with such delivery and the Renter shall hold the equipment on A-Z Vending's behalf (or on behalf of its cessionary, as the case may be) for the duration of this rental agreement.
- 3.3 The Renter shall, upon taking delivery of the equipment from the supplier, sign the supplier's delivery note and shall procure that a copy of the delivery note is given, without delay, to A-Z Vending, against which delivery note payment shall be effected of the price due to the supplier for the equipment. By signing the said delivery note, the Renter confirms that it has inspected the equipment and has satisfied itself that the equipment is free from any defect and satisfactory for the purpose intended.

4. NATURE, CONDITION, MAINTENANCE, USE AND RETURN OF EQUIPMENT

- 4.1 Acceptance of the delivery and installation of the equipment as provided for in clause 3 above shall be deemed to be acknowledgement by the Renter that it has inspected and approved the equipment and that same is in every way satisfactory for the purpose of this agreement, the Renter acknowledging that A-Z Vending does not warrant the fitness of the equipment for the Renter's purposes.
- 4.2 The Renter shall utilise the equipment in a proper, appropriate and reasonable manner and shall be responsible for the safety and security of the equipment during the duration of this agreement.
- 4.3 The Renter shall at all times keep the equipment in its possession and under its control and it shall, at its own expense, procure that the equipment is properly maintained in good working order throughout the duration of this agreement.
- 4.4 It is recorded that this agreement applies only to the hiring of the equipment and that the rentals stipulated in the schedule do not include any payment in respect of maintenance. The maintenance agreement in respect of the equipment shall be separate and distinct from this agreement and the renewal or cancellation of such maintenance agreement shall not affect the terms of this agreement. The Renter shall not be entitled to withhold compliance with its obligations under this agreement because of any dispute in relation to the maintenance agreement and/or because of any non-performance in terms of the maintenance agreement and/or because of any defect in the equipment.
- 4.5 The equipment shall be operated at the Renter's cost and shall be used only by properly trained individuals who the Renter shall procure comply with the specifications, instructions and recommendations of the manufacturer for the use and operation of the equipment. Similarly, the Renter shall be obliged to ensure that any servicing or maintenance of the equipment is undertaken in accordance with any applicable specifications, instructions and recommendations of the manufacturer.
- 4.6 The Renter shall keep the equipment free from attachment, hypothec or other legal charge or process and shall not part with possession of the equipment to any third party without the prior written consent of A-Z Vending.
- 4.7 The Renter may not materially alter or modify the equipment without the prior written consent of A-Z Vending. Any part or accessory added to the equipment shall become A-Z Vending's property without any compensation and without prejudice to any of A-Z Vending's other rights under this agreement.
- 4.8 The Renter shall at all reasonable times permit A-Z Vending and/or its representatives to inspect the equipment.
- 4.9 The Renter acknowledges that the equipment is movable, is intended to remain movable and shall under no circumstances accede to any immovable property.
- 4.10 The Renter shall not upgrade the equipment or any part thereof without the prior written consent of A-Z Vending (or its cessionary, as the case may be).
- 4.11 The Renter shall not remove the equipment to different premises without the prior written notice to A-Z Vending of the details of such move and of the Landlord (if applicable) of the premises to which the equipment has been relocated. In any event, the equipment shall not be moved outside of the Republic of South Africa.
- 4.12 On termination of this agreement, the Renter shall return the equipment to A-Z Vending (or its cessionary, as the case may be) in good repair and working order, fair wear and tear excluded.

5. RISK AND OWNERSHIP

- 5.1 Risk in and to the equipment, and the obligation to insure it (see clause 8 below) shall pass to the Renter upon delivery of the equipment as provided for in clause 3 above.
- 5.2 Ownership in and to the equipment shall at all times vest in A-Z Vending (or its assignee, as the case may be) and nothing in this agreement shall be construed as conferring ownership of the equipment on the Renter. The Renter acknowledges that ownership in and to the equipment will not pass to it in consequence of the payment of the rentals due under this agreement.

6. NOTICE TO LANDLORD

If the Renter leases the premises at which the equipment is used, the Renter shall give written notice to the relevant Landlord to the effect that the equipment is owned by A-Z Vending (or its cessionary, as the case may be) and provide proof thereof at A-Z Vending's request.

7. RENTAL

- 7.1 With effect from the commencement date, the Renter shall pay to A-Z Vending (or its cessionary, as the case may be) the monthly rental, plus VAT, as specified in the Schedule of Rental.
- 7.2 The rental shall be payable monthly in advance, commencing on the commencement date and, thereafter, on or before the first day of each following month.
- 7.3 Without in any way limiting any of the rights of A-Z Vending, if any rental due in terms of this agreement is not paid timeously, interest shall accrue thereon at the rate equivalent to 6 (six) percentage points above the prime rate, as from the date that the said payment fell due until the date of payment thereof.
- 7.4 Unless otherwise agreed in writing between the parties, payment of rental shall be effected pursuant to the debit order authorisation provided for on the face hereof. It shall be the responsibility of the Renter to ensure that its banker's requirements in respect of the debit authorisation are complied with and, to the extent that alternative or additional authorisations are required in order to implement the debit order, the Renter undertakes to procure diligent compliance therewith in order to give effect to the terms of this agreement.
- 7.5 The monthly rentals payable in terms of this agreement shall escalate annually with effect from each anniversary of the commencement date at the annual escalation rate specified in the Schedule of Rental.
- 7.6 Should the Prime Rate (see clause 1.3 above) be increased or reduced at any time above or below (as the case may be), the Prime Rate ruling at the date upon which this agreement is concluded, A-Z Vending shall be entitled (but not obliged) at any time thereafter, without prior notice to the Renter to increase or reduce the rentals specified in the Schedule of Rental (on the facing page) so as to maintain the same margin in relation to the Prime Rate which existed at the date of signature of this agreement.
- 7.7 It is recorded that the rentals stipulated in the Schedule of Rental (see facing page) are based on or have been calculated by A-Z Vending after taking into account various factors which would influence A-Z Vending's after tax rate of return on its investment therefor. Accordingly, if at any time or times after the conclusion of this agreement :
 - 7.7.1 there is any change in the rate, method or nature of taxation, or deduction levied on A-Z Vending's income in terms of the South African Income Tax legislation; or
 - 7.7.2 there is the introduction of or a change in the interpretation of any law or government regulation or the monetary requirements of any authority; or
 - 7.7.3 A-Z Vending for any reason fails to receive, in respect of the rental equipment, any initial investment and/or other allowance as set out in the South African Income Tax legislation, to the extent and in the manner taken into account by A-Z Vending in the determination of the rentals payable in terms of this agreement; or
 - 7.7.4 there is any change in the capital requirements of banks resulting in an increase to the cost of A-Z Vending (if the cessionary of A-Z Vending is a bank) ;
 - 7.7.4.1 then, on each occurrence of any of the aforesaid events, A-Z Vending shall be entitled (but not obliged) to increase or reduce (as the case may be) all or any of the rentals payable in terms of this agreement after the date of such occurrence, by such amounts as A-Z Vending reasonably considers necessary so as to give it no greater after tax return on its investment that was anticipated by A-Z Vending at the date of the conclusion of this agreement (but after taking into account any variation brought about by the application of clause 7.6 above). Any adjustment to the rentals may be made with effect from the date of such occurrence, whereafter all subsequent rentals shall be paid in terms of the adjusted rentals. In the event of any such adjustment, written notice thereof will be given to the Renter together with details as to how the adjustment is computed.
- 7.8 The Renter acknowledges that the total monthly rental as indicated in the Schedule of Rental has been determined by reference to VAT determined at the rate applicable at the time that the agreement was entered into. In the event of any change in the rate at which VAT is payable and/or in the amount of VAT payable in respect of the rental payments, the rentals which fall due on or after the date of the said change shall be recalculated accordingly and the said recalculated rentals shall substitute the rentals which were calculated at the previously prevailing rate.
- 7.9 A certificate signed by any manager of A-Z Vending or of its cessionary (which appointments need not be proved) specifying the amount due and/or owing by the Renter in terms of or arising out of this agreement shall be prima facie proof thereof.

8. INSURANCE

- 8.1 The Renter shall insure the equipment for the duration of this agreement with an insurer registered in terms of the Short Term Insurance Act 53 of 1998, on a comprehensive basis for the replacement value of the equipment plus VAT, under an appropriate policy of insurance. The Renter shall also procure that A-Z Vending's (or its cessionary's, as the case may be) interests in respect of the equipment are endorsed on the said policy, and shall at all times comply with all the terms and conditions of such policy. The Renter hereby cedes to A-Z Vending (or to its cessionary, as the case may be) as security for the Renter's obligations under this agreement, all of the Renter's rights, title and interest in and to the said policy. In the event of the Renter failing to furnish A-Z Vending with proof of such insurance or in the event of the policy becoming of no force or effect for any reason whatsoever, A-Z Vending shall be entitled (but not obliged) to insure the equipment and to reclaim the amount of such premiums and/or excesses from the Renter upon demand.
- 8.2 The Renter shall notify A-Z Vending and insurer immediately in writing if the equipment or any part thereof is lost, stolen or damaged and shall do all that is necessary for the successful submission of a claim to the relevant insurer.
- 8.3 If any of the equipment is lost or stolen and not recovered within a period of 14 (fourteen) days after such loss or theft or, in A-Z Vending's sole discretion, is damaged beyond repair, this agreement shall terminate forthwith in respect of such equipment provided that such equipment may, at A-Z Vending's election, be replaced, in which event this agreement shall be deemed to apply, mutatis mutandis, to such replacement equipment as though it were the original equipment under this agreement.
- 8.4 On termination of this agreement in terms of clause 8.3, the Renter shall forthwith pay to A-Z Vending all rentals which would have fallen due in terms of this agreement from the date of termination until the earliest possible date on which this agreement could have been terminated by notice, together with any amounts then due less any amount which A-Z Vending receives from the insurer of the equipment pursuant to the cession of the policy provided for in clause 8.1 above.
- 8.5 The Renter is hereby given notice of its right of free choice in connection with its insurance obligations under this clause 8 in terms of Section 43 of the Short Term Insurance Act 53 of 1998. The Renter represents and warrants that it has read, understood and is fully acquainted with the aforesaid provision. By signing this agreement, the Renter acknowledges that :
 - 8.5.1 it has been given prior written notice of its entitlement to the freedom of choice referred to in the said Act;
 - 8.5.2 it exercised that freedom of choice; and
 - 8.5.3 it was not subject to any coercion or inducement as to the manner in which it exercised that freedom of choice.

9. WARRANTY BY THE RENTER

- 9.1 The Renter warrants that :
 - 9.1.1 all information supplied by it to A-Z Vending concerning the Renter's business, including all information so supplied to A-Z Vending during its investigation prior to the commencement date and including also the information on the Renter's balance sheets, income statements, cash flows, profit forecasts and other financial information provided by the Renter, is true and correct in all material respects;
 - 9.1.2 the Consumer Protection Act 68 of 2008 does not apply to this agreement by reason of the Renter being a juristic person whose asset value or annual turnover exceeds the prescribed threshold;
 - 9.1.3 it shall comply with all laws (including common law), statutes, ordinances, rules, regulations, policies, regulatory- and other requirements, licences, permits, and any other governmental requirements, authorisations or approvals, including but not limited to those relating to the environment, social issues, labour, health and safety, security, anti-money laundering, combating the financing of terrorism, fraud and corruption, applicable to it, its business and/or the use of the equipment.

10. CESSATION AND ASSIGNMENT

- 10.1 The Renter shall not cede any of its rights nor delegate any of its obligations under this agreement, without the prior written consent of A-Z Vending nor shall the Renter be entitled to relinquish possession of or sub-let the equipment or any part thereof.
- 10.2 A-Z Vending may cede any or all of its rights in terms hereof and/or transfer its ownership of the equipment, to any third party without prior notice to the Renter. The Renter agrees and undertakes that on receiving notice of any such cession and/or transfer, it will hold the equipment on behalf of the cessionary and/or transferee, as the case may be, and wherever appropriate, reference to A-Z Vending in terms hereof shall thereupon be deemed to denote the said cessionary/transferee.
- 10.3 A-Z Vending hereby cedes to the Renter all claims which A-Z Vending may have against the supplier of the equipment arising out of any express or implied guarantee, warranty or undertaking as to the condition or quality of the equipment or as to the suitability thereof for any purpose whatsoever, including any claims arising out of latent or patent defects in the equipment. The cession in terms hereof shall operate as a complete and absolute discharge of any liability of A-Z Vending to the Renter in respect of any claim which the Renter may otherwise have had against A-Z Vending in respect of the condition or quality of the equipment. On termination of this agreement, the rights hereby ceded to the Renter shall ipso facto be deemed to have been ceded back to A-Z Vending by the Renter.

11. BREACH

- 11.1 An event of default shall occur if the Renter :
 - 11.1.1 fails to make punctual payment of any of the rentals; or
 - 11.1.2 breaches any term or warranty of this agreement or of any other agreement between the parties (all of which are agreed to be material); or
 - 11.1.3 commits an act which would be an act of insolvency in terms of the Insolvency Act if it was a natural person; or
 - 11.1.4 allows any judgement against it to remain unsatisfied for a period of 7 (seven) days unless an appeal has been noted against such judgement; or
 - 11.1.5 compromises or attempts to compromise or defer payment of any debt owing by the Renter to any of its creditors; or
 - 11.1.6 is provisionally or finally liquidated or attempts are made by the Renter or any other party to place the Renter under business rescue or if the Renter is placed under business rescue; or
 - 11.1.7 being a partnership is dissolved or being a private company sustains a change of shareholding; or
 - 11.1.8 generally does or omits to do anything which may prejudice A-Z Vending's rights in terms of this agreement or cause A-Z Vending to suffer any loss or damage, or if A-Z Vending's rights to or under any security given in connection with this agreement are diminished, lost and/or prejudiced in any way.
- 11.2 Upon an event of default, A-Z Vending may, as its election and without prejudice to any other remedy which it may have in terms of this agreement or otherwise :
 - 11.2.1 terminate this agreement, repossess the equipment, claim all arrears owing at the date of termination and to immediately claim all outstanding rentals which, but for the termination would have been payable for the remaining period of this agreement (or until the earliest date upon which this agreement could lawfully have been terminated (otherwise than by agreement)) or (as an alternative to claiming the outstanding rentals) claims such damages which A-Z Vending shall have sustained by reason of the Renter's said default; or
 - 11.2.2 without terminating this agreement, to treat as immediately due and payable all rentals which would otherwise have become due and payable in terms hereof until the earliest date upon which agreement could lawfully have been terminated (otherwise than by agreement) and to claim and recover from the Renter forthwith the aggregate amount of such rentals as well as all rentals and other sums then in arrears in terms of this agreement. Pending payment, A-Z Vending shall be entitled to take possession of the equipment and to retain possession thereof on condition that against such full payment, the equipment may, at the sole discretion of A-Z Vending, be returned to the Renter who shall not be entitled to any rebate or abatement of rentals or other amounts by reason of its loss of possession and enjoyment of the equipment whilst the same will have been in A-Z Vending's possession.

12. DOMICILIA

The Renter chooses domicilium citandi et executandi for all purposes at the Renter's physical address as specified on the facing page hereof. Any notice delivered by hand or sent by registered post to the Renter's domicilium shall be deemed to have been received on the date of delivery. If delivered by hand, or on the seventh day after posting, if sent by registered post whereas, if sent by telefax to the Renter's telefax number or by email to the Renter's email address, such notice shall be deemed to have been received on the day upon which it was transmitted to such address. The Renter shall be entitled from time to time to substitute its domicilium and/or telefax number and/or email address for the purpose of this agreement by written notice to A-Z Vending advising it of the substitute address/number (as the case may be) provided that the domicilium address shall always be a physical address within the Republic of South Africa which is served by the Post Office.

13. JURISDICTION AND COSTS

- 13.1 The Renter consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person, irrespective of the amount in dispute. However, should A-Z Vending determine, it shall be entitled to institute proceedings in the High Court in which event it shall be limited to recovering costs on the Magistrate's Court scale.
- 13.2 In the event of A-Z Vending instructing its attorneys to take steps to enforce any of its rights under this agreement in consequence of a breach thereof by the Renter, the Renter shall be liable to A-Z Vending for such collection charges and commission as well as legal costs, on an attorney and own client scale, which shall be lawfully charged by A-Z Vending's attorneys.

14. PUBLIC FINANCE MANAGEMENT ACT (if applicable)

- 14.1 Condition Precedent
If the Public Finance Management Act 1 of 1999 ("the PFMA") is applicable to the Renter, this agreement is subject to the fulfilment of the following suspensive condition, that prior to signature of this Master Rental Agreement, the Renter has furnished A-Z Vending with proof to its satisfaction that the provisions of the PFMA and the Schedules of Regulations thereto, as amended have been fully complied with in relation to the hire of the equipment and this agreement and any security referred to in this agreement.
- 14.2 Warranty Clause
The Renter, by its signature hereto, warrants to A-Z Vending (if applicable) that it has complied with all the provisions of the PFMA, the Schedules and Regulations thereto, as amended in relation to this agreement and any security given, and undertakes that it will continue to do so for the duration of this agreement. The Renter hereby indemnifies A-Z Vending and holds it harmless against any claim, loss or expense (including consequential damages) loss of revenue and profits, legal costs on a scale as between an attorney and his own client, and any other costs arising out of or in connection with or which may be sustained or incurred by A-Z Vending as a direct or indirect consequence of any breach of the Renter of the warranties contained herein including but not limited to any innocent or negligent misrepresentation by the Renter to A-Z Vending. Without prejudice to any other rights which A-Z Vending may have in terms of this agreement or otherwise, A-Z Vending shall be entitled to exercise its rights under the indemnity immediately upon it coming to A-Z Vending's attention that the Renter has breached the above warranty, and irrespective of the fact that A-Z Vending was satisfied with the proof furnished in terms of clause 14.1 above.
- 14.3 Credit Consent
The Renter consents to A-Z Vending or its cessionary making enquiries about the Renter's credit record with any credit reference agency and any other party to confirm the details on this application. A-Z Vending or its cessionary may also provide credit reference agencies with regular updates regarding how the Renter manages its accounts, including A-Z Vending's failure to meet agreed terms and conditions. The Renter consents that credit agencies may, in turn, make the records and details available to other credit granters. A-Z Vending or its cessionary may also give this information to any person who, in its opinion, needs it to carry out any of A-Z Vending/cessionary's rights or duties in terms of the contract.
- 14.4 Severability
If a competent court finds any terms of this agreement to be unenforceable, that term will be deleted and the remaining terms will not be affected.

RENTAL AGREEMENT NUMBER: _____

(REFERENCE)

Initials: A-Z Vending

Renter