

Company Information / Master Rental Agreement

Please scan and email your completed form to myaccount@gorentals.co.za

33 6th Street, Wynberg, Sandton, 2090
 P.O. Box 529, Parklands 2121
 Tel: 0101-400-888



1. COMPANY INFO (“THE HIRER”)

Trading Name		Registered Company Name				e.g. My Co (Pty) Ltd		
Postal Address		Company Physical Address						
Telephone		Fax						
Website address		Year company started						
VAT Number		Company Registration #:						
Type of Business (Please mark block)	Public Co <input type="checkbox"/>	Private Co. <input type="checkbox"/>	Sole Propr. <input type="checkbox"/>	S 21 Assn <input type="checkbox"/>	Closed Corp <input type="checkbox"/>	Govt <input type="checkbox"/>	Partnership <input type="checkbox"/>	Other (specify)
Premises	Own <input type="checkbox"/>	Rent <input type="checkbox"/>	Landlord Name and phone					

2. DIRECTORS, MEMBERS, PARTNERS (As listed on company docs. If more than 4, please write on a separate page)

Full Name	ID Number (or Passport No.)	Contact Number	Email address
1.			
2.			
3.			
4.			

3. TRADE LIST – PLEASE LIST MAJOR CREDITORS

Company Name	Contact Person	Work Phone	Terms	Monthly Payment
1.				
2.				
3.				

4. EMPLOYEES WHO HAVE AUTHORITY TO PLACE AN ORDER (If more than 3, please write on a separate page)

Full Name	Work Phone	Cell Phone	E-Mail	Do not e-mail?*	ID Number
1.				<input type="checkbox"/>	
2.				<input type="checkbox"/>	
3.				<input type="checkbox"/>	

5. PERSON RESPONSIBLE FOR PAYMENT OF ACCOUNTS

Full Name	Job Title	Work Phone	Cell Phone	E-Mail
1.				

6. MARKETING

Where did you hear about Go Rentals™?	Google <input type="checkbox"/> Word of Mouth <input type="checkbox"/> Radio <input type="checkbox"/> Referred <input type="checkbox"/> Other (specify): _____
---------------------------------------	--

N.B All applicants are required to operate on a cash basis for six months, unless a credit application is completed and approved.

Authorised Signature (Company Director)

I, the undersigned, am authorised to sign on behalf of the Hirer, fully understand and certify that the above information is correct and agree to be bound by the terms and conditions set out in the Master Rental Agreement attached. I am aware that this information may be used to obtain a credit check or trace. Submission of this form is not a guarantee that a rental account will be approved.

Full Name Position in Company Signature Date

MASTER RENTAL AGREEMENT - TERMS AND CONDITIONS

ANY EQUIPMENT OBTAINED FROM THE COMPANY ARE SOLD OR RENTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. DEFINITIONS

In these terms and conditions ("Conditions") the following expressions shall have the meanings ascribed to them below:

- "Company" means Go Rentals (Pty) Ltd, Registration 2013/105007/07;
- "Company's Premises" means the premises and physical address of the Company situated at 33 6th Street, Wynberg, Sandton, Johannesburg, or such other premises as may be notified to the Hirer;
- "Contract" means the contract between the Company and the Hirer for the supply, rental and sale of the Equipment which includes the accepted Quotation together with these Conditions
- "the Hirer" means the legal entity with whom the Contract is made by the Company;
- "Delivery Date" means the date that the Equipment is collected by the Hirer from the Company's Premises or the date of delivery of the Equipment to the Hirer, whichever is applicable;
- "Equipment" means the hardware, software, manuals, documentation, accessories, packaging, consumable casings or articles or any of them (including any replacements or renewals thereof, additions thereto and substitutions thereof) described in the Schedule;
- "Excess" shall mean an extra charge payable relating to the loss or damage of Equipment where applicable;
- "Return Date" means the date specified in the Contract as the date for the return of the Equipment to the Company or collection of the Equipment by the company or such other date as the parties may hereafter agree;
- "Rental Period" means the agreed minimum period commencing on the Delivery Date and expiring on the Return Date, and shall also include any extensions in terms of this agreement.
- "Repair Cost" means the actual cost to repair damaged Equipment with a repair agent authorized by the Manufacturer of the Equipment, up to a maximum of the Replacement Value.
- "Replacement Value" means the retailer's then current list price for Equipment which at the time are the same as or the closest new available equivalent to such items.
- "Schedule" means any schedule to these Conditions issued by the Company, and may also include an accepted quotation, rental contract, delivery note or collection note and any included terms and conditions and the Equipment details.

2. STATUS OF TERMS AND CONDITIONS

- These Conditions shall be incorporated in all contracts between the Company and Hirer for the rental of Equipment to the exclusion of all other terms and conditions and communications between the Company and the Hirer. In the case of any inconsistency between these Conditions and the Equipment Schedule the provisions of these Conditions shall prevail. Variations of the Contract shall be effective only if agreed in writing by a director or Close Corporation Member of each party and will then prevail over these Conditions.
- The Contract constitutes the entire agreement between the Hirer and the Company for the rental of the Equipment and supersedes all prior or other arrangements relating to such rental and no statement, description, information, warranty, condition, or recommendation contained in any price-list, advertisement, documentation or communication or made verbally by any of the agents or employees of the Company shall be construed so as to extend, vary or override any provisions of this Contract in any way.

3. ORDERS

- Notwithstanding that the Company may have given a detailed quotation to the Hirer, no order shall be binding on the Company unless and until it has been accepted by the Company;
- Upon acceptance of any quote by the Hirer, any such quote shall be binding on the Hirer in accordance with these Conditions.

4. DELIVERY

- All times or dates quoted for delivery of the Equipment are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of the Contract.
- If delivery is late due to the Company, Rental Period and billing will only start from such date.

5. RENTAL CHARGES

- The Hirer shall pay the agreed rental charges in accordance with these Conditions.
- The Contract shall be automatically renewed at the end of the Rental Period unless the Equipment is returned to the Hirer by the original agreed Return Date.
- Any such renewal shall be subject to the terms and Rental Period of the original Contract, except where the original Rental period was one (1) month or more, the Contract shall renew on a month to month basis;
- During the renewal period, the Hirer shall continue to pay rental charges until the Company receives not less than 30 days' and not more than 90 days prior written notice prior to the end of the Rental Period.
- Any rental or other charges for a renewal period may be varied in accordance with Clause 5(7).
- During any automatic renewal period the discounts applicable to the services provided for in the agreement shall not be available to the customer until the customer concludes a new written agreement with the Company in respect of the services provided by the Company for the term of the renewal period.
- Unless otherwise expressly stated in writing to be firm for a given period, the Company's charges are subject to variation, upon 30 days' prior written notice to the Hirer, to take account of any variations in wages, materials or other costs incurred by the Company since the start of the Contract. The Company accordingly reserves the right to modify its price list and to adjust its charges by the amount of any increase or decrease in such costs.
- Unless clearly indicated on a quote issued by the Company, all charges are exclusive of the costs of carriage, insurance and collection all of which shall be payable by the Hirer.
- All charges are exclusive of Value Added Tax which shall be payable by the Hirer.
- The Company reserves the right to increase the rental charges of Equipment to reflect any change in delivery dates, quantities or specifications which is requested by the Hirer, or any delay caused by the Hirer or any failure of the Hirer to perform its obligations for the Equipment or to give the Company adequate information or instructions.
- If the Equipment is not returned to the Company Seven (7) days after the end of the Rental Period, the Company may continue to invoice the Hirer for rental renewal fees for the unreturned Equipment, and where such rental fees remain unpaid, may thereafter invoice the Hirer, subject to the conditions of Clause 11 the Replacement Value for any Equipment not returned.
- Where any loss or damage to the Equipment occurs, the Hirer agrees to pay rental charges to the Company until the Replacement Value, Repair Cost or Excess, where applicable, has been paid in full to the Company.

6. PAYMENT TERMS

- For any Rental Period of up to one month, payment is due by the Hirer in advance of the rental.
- The Company reserves the right to charge the Hirer a security deposit, which shall be paid back to the Hirer less any outstanding Rental Charges and damages within 10 days of return of the Equipment to the Company;
- Should the Company grant the Hirer credit facilities, payment of all charges shall be made strictly within 30 days of date of a tax invoice by the Company to the Hirer. The Company reserves the right to withdraw credit facilities at any time and without notice.
- Payment in full shall be due to the Company and the Hirer shall not be entitled to exercise any set-off, lien, counter-claim or cross demand or any other similar right or claim whatsoever.
- If the Hirer fails to make payment by the due date then the Company should give the Hirer 5 days notice within which to rectify the breach. Failure by the Hirer to do so will allow the Company to terminate the Agreement per Clause 13.
- Without prejudice to any other rights it may have, the Company is entitled to charge interest on any unpaid invoices at Prime + 3%, such interest to run from the due date for payment until the date when payment in full is received, whether before or after judgment has been obtained and the Company may cancel the Contract and suspend further deliveries to the Hirer.
- If the Hirer elects to pay by credit card (Mastercard, Visa, Other) and are permitted by the Company to do so, the credit card will be charged for Rental Charges, security deposit and additional charges agreed to. At the end of the Rental Period a final invoice will be calculated by the Company and any charges due by the Hirer shall be deducted from the Hirer's security deposit. Any amount not covered by the security deposit shall be charged to the Hirer's credit

card Where the security deposit is not sufficient to cover the additional charges, the Hirer agrees that the credit card may be charged for any rental extensions, Repair Cost or Replacement Value of the Equipment in accordance with this Agreement.

7. SOFTWARE

- The title and intellectual property rights in and to any software supplied with or as part of the Equipment, including programs and documentation ("the Software") shall be retained by the appropriate proprietor thereof.
- The Hirer is granted the right to use the Software only for the term of the Contract. The Hirer's receipt of the Equipment indicates acceptance of the terms of any license for software supplied and the Hirer shall indemnify the Company against any liability, direct damage, cost or expense which it incurs in relation to any failure by the Hirer to observe the terms of any such license.
- The Software shall only be used as part of the Equipment with which it is rented and the Hirer undertakes not to copy, in whole or in part (other than for use on such Equipment), alter, adapt, modify or translate the Software nor to communicate the Software to any third party other than those of its employees and agents who are directly engaged in the use of the Software with such Equipment on the Hirer's behalf.
- Upon the expiration of the Contract (or termination thereof for any reason) the Hirer shall (unless otherwise agreed by the Company in writing) return the Software and any copies thereof to the Company's Premises at its own risk.
- The Hirer agrees that all Microsoft® and other vendor software and license fees are provided subject to the vendor terms as amended from time to time, price changes and exchange rate fluctuations, unless expressly stated by the Company in a Schedule. If any software is no longer supported by the vendor, the Hirer shall remain responsible for paying rental charges on the Equipment for the Rental Period.
- The obligations in respect of Software as set out in these Conditions shall survive notwithstanding any termination or expiration of the Contract.

8. OBLIGATIONS OF THE HIRER

- The Hirer hereby undertakes and agrees as follows:-
- to inspect the Equipment immediately on delivery thereto and to notify the Company within 24 hours of delivery by email if the Equipment is either defective or otherwise not in accordance with the Contract. If no such notification is given the Equipment shall be deemed to be complete and in good order and condition and fit for the purpose for which it is required by the Hirer and the Hirer shall be bound to accept and pay for the same accordingly;
 - to use the Equipment in a proper manner and with all reasonable care and to operate the Equipment in accordance with any instructions issued for it.
 - not to use the Equipment for any purpose for which it was not designed or intended and not to interfere or tamper with it nor allow any other person to do so unless previously agreed in writing by the Company;
 - to allow the Company or its duly authorised agent or representative upon reasonable notice at any time access to inspect repair, service and collect the Equipment without hindrance;
 - not to make any alterations, modifications or technical adjustments or make or attempt to make any repairs to the Equipment without the prior written consent of the Company;
 - not to obliterate, move or to deface or cover up any identification plates or marks affixed to the Equipment by the Company;
 - not to affix the Equipment or allow the Equipment to become affixed to any land or building and to take all the necessary steps to prevent title to the Equipment from passing to the owner or landlord of such land or building;
 - not to use or permit the Equipment to be used in contravention of any statutory provision or regulation or in any way contrary to law;
 - that the Equipment shall at all times remain the property of the Company unless sold to the Hirer under a separate agreement in writing;
 - not to sell or offer for sale, assign, mortgage, pledge, sub-let or transfer the Equipment or the benefit of the Contract either in whole or in part;
 - not to move the Equipment to a different address from those to which the Equipment was delivered or remove the Equipment in any manner except as notified in writing by the Hirer and acknowledged by the Company. The Hirer shall give prompt written notice of the change of address or relocation to the Company;
 - unless otherwise expressly stated in a Schedule, to maintain for the duration of the Rental Period comprehensive insurance on the Equipment for its full reinstatement value with a reputable insurance company against all risks of loss or damage (other than those risks for which the Company agrees to insure the Equipment) and also against all risks of third party liability arising out of the hire or use of the Equipment by the Hirer or the presence thereof at the Hirer's premises or any other premises where the Equipment is used.
 - to indemnify the Company against any direct loss, claim or liability suffered or incurred by the Company as a result of any third party claim arising out of the state, condition or use of the Equipment during the Contract or in any way arising out of the Equipment being hired under the Contract; Such claims arising out of a fault of the Company shall be excluded from such indemnity.
 - to pay all license duties, fees or other charges payable in respect of the Equipment during the Rental Period whether such duties are charged upon the Company or on the Hirer. Any such charges paid by the Company will be reimbursed on demand by the Hirer.
 - If the Hirer commits any breach of obligations placed on it by these Conditions the Company may in addition to any legal or equitable remedies available to it immediately terminate the Contract and the Hirer shall be liable to the Company for any proven and reasonable costs or expenses which the Company incurs due to a material breach by the Hirer.

9. LIABILITY

- THE Hirer expressly acknowledges that the Company is not the original manufacturer or supplier of the Equipment, and that the Equipment has been selected by the Hirer as suitable for its purpose. The Hirer accordingly agrees and acknowledges that all conditions, warranties or representations whether express or implied or statutory or otherwise in respect of the Equipment or its fitness for any particular purpose are hereby expressly excluded to the fullest extent permitted by law;
- The aggregate liability of either party in respect of any loss or damage whether arising in contract, tort, for breach of statutory duty or otherwise shall be limited to and shall not in any circumstances exceed the total amount of the rental charges paid or payable by the Hirer to the Company in respect of the Equipment during the Rental Period in which receipt of notification by the Company of the relevant claim was received.
- Either party shall not in any circumstances be liable to the other whether in contract, tort, for breach of statutory duty or otherwise for any consequential or indirect loss or damage howsoever arising and of whatsoever nature (including, without limitation, any loss or damage to computer programs or data, loss of profit, venue hire fees, conference and/or training costs, staff costs, loss of goodwill, loss of revenue, loss of anticipated benefit, business interruption, management time or third party liability).
- Either party shall not be liable to the other for any direct, consequential or indirect loss, damage, delay, injury, death, arising from a theft, armed-robbery, or hijacking relating to the hired equipment. The Hirer acknowledges the risk associated with possession of electronic Equipment;

10. HEALTH AND SAFETY

- The Hirer undertakes to take such steps as may be properly recommended by the manufacturer of the Equipment or may otherwise be necessary to ensure that the operation of the Equipment will be without risk to health and safety.

11. SALE OF EQUIPMENT AND CONSUMABLES

- All Equipment remains the property of the Company, unless expressly otherwise stated by the Company in the Schedule;
- If the Company elects to sell any Equipment or consumable item, it shall remain the property of the Company until paid for in full by the Hirer.

12. RETURN OF THE EQUIPMENT

- The Hirer shall be responsible for the return of the Equipment (together with the packing materials thereof) to the Company's Premises, (or handed to the Company's representative where delivery and/or collection has been agreed), at its own risk on or before the Return Date and the Equipment shall be returned unencumbered and in good repair, condition and working order (fair wear and tear excepted in accordance with the Company's standard Wear and Tear Policy,
- The Company will notify the Hirer within 5 days of return of any items not returned off rental

INITIAL each page HERE → _____

including cables, manuals and other accessories. Any items not returned by the Hirer within 7 days of the Return Date may, at the discretion of the Company, be invoiced at the rental rate of the initial contract or sold to the Hirer at the Replacement Value.

- (3) The Company will invoice the Hirer the repair or replacement cost, whichever the lesser, of any goods returned damaged;
- (4) All packing materials are chargeable at the Company's then prevailing rate if not returned or if found to be damaged when returned to the Company.

13. TERMINATION

1. Without prejudice to its other rights, the Company or the Hirer may by notice in writing terminate the Contract forthwith if either party shall be in breach of any of its obligations under the Contract and fail to remedy the breach within 10 days of receipt of notice by the Company requiring it to do so;
2. Without prejudice to any of the rights or remedies it may have, either Party, by giving written notice to the other Party, may immediately terminate this Agreement, as of the date specified in the notice of termination if any of the following steps are taken by the other Party or any other person:
 - (a) if any third party takes steps to seize attach arrest or sequester the Equipment;
 - (b) the other Party is the subject of an order or an effective resolution is passed for winding up of the other Party, save for the purpose of a solvent reconstruction or amalgamation with the resulting entity assuming all the obligations of the other Party;
 - (c) the application for an order or application for the appointment of a receiver, judicial administrator, trustee or similar officer in respect of the other Party;
 - (d) the other Party making a composition with its creditors generally;
 - (e) the other Party resolving to commence with business rescue proceedings;
 - (f) the other Party goes into liquidation (other than voluntary administration for the purpose of reconstruction); or
 - (g) the other Party ceasing to carry on business.
 - (h) If the Hirer fails to insure the Equipment or provide the Company with written proof of insurance within two (2) working days of a request by the Company;
 - (i) If the Hirer moves the Equipment to a different address from those to which the Equipment was delivered or agreed in the Schedule;
- (1) Termination of the Contract for any reason shall be without prejudice to any rights of the Company which have accrued hereunder up to the effective date of termination.
- (2) Upon termination of the Contract the Hirer shall:
 - (a) at its own risk and expense forthwith disconnect, return or redeliver the Equipment to the Company's Premises and if the Hirer shall fail to return or redeliver the Equipment within a reasonable time of being requested so to do the Company may forthwith and without any notice retake possession of the Equipment and for this purpose the Company is hereby licensed to enter into and upon any premises occupied by or under the control of the Hirer; and
 - (b) without prejudice to the Company's rights to claim damages, become immediately liable to pay to the Company all arrears of rental charges and other monies accrued due and unpaid for the term of the Contract together with interest thereon at the rates set out in Condition 6(6) and any costs and expenses incurred by the Company in locating, repossessing recovering or restoring the Equipment or any payments due under the Contract.

14. CANCELLATION

- (1) Save as provided in Conditions 13 and 16(2) hereof the Contract may only be cancelled prior to the delivery of the Equipment by the agreement in writing of both parties and upon the payment to the Company of such amount that may be necessary to recover the cost of all labour and materials used or appropriated to the Contract resulting from the said cancellation.
- (2) Without prejudice to condition (1) the Company also reserves the right to make a cancellation charge equal to 50% of the rental charges due hereunder.
- (3) Once the Equipment is delivered, the Hirer must pay for the whole of the agreed Rental Period even if the Equipment is returned early.

15. NOTICES

- (1) Any notice to be given by either party to the other shall be in writing and may be served either by delivering it by hand or sending it by **registered mail** or **email** in the case of the Company to the Company's Premises and in the case of the Hirer to the address appearing in the Contract as the relevant address for the dispatch of invoices or such other address as the Hirer may from time to time have communicated to the Company in writing for this purpose or to the Hirer by email. Service by delivery by hand shall be deemed to be effected upon delivery to the relevant address, service by registered post 3 days following the date of posting and email transmission upon successful transmission of the relevant communication.
- (2) In the case of any notice sent by email, the email addresses used for the Company shall be both myaccount@gorentals.co.za and debtors@gorentals.co.za, and the email address used for the Hirer shall be any email address provided by the Hirer on the Company Information form or used by the Hirer for communicating with The Company.

16. GENERAL CONDITIONS

- (1) The Company may assign the Contract or sub-contract the whole or any part thereof to any person firm or company and must give the Hirer written notice within 10 days of such assignment, but the Hirer shall not assign the Contract or any of its rights or obligations hereunder without the prior written consent of the Company.
- (2) The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in obtaining or delivering the Equipment by the normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lockouts or any other form of industrial action, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant machinery or shortage or unavailability of raw materials or labour from normal sources of supply.
- (3) No waiver by the Company of any breach by the Hirer of its obligations hereunder shall constitute a waiver of any subsequent breach thereof.
- (4) Where two or more persons are a party to the Contract as the Hirer the liability of such persons shall be joint and several.
- (5) The Contract shall be governed by and construed in accordance with laws of the Republic of South Africa. The Hirer hereby submits to the exclusive jurisdiction of the South African Magistrates Courts provided that (and without prejudice thereto) the Company shall be entitled to apply for any provision of conservatory measures or interim relief in any other court having jurisdiction.
- (6) If the Company takes any action against the Hirer (whether this action includes instituting legal action or not) to recover money owing by the Applicant in terms hereof, the Applicant shall be liable for all the Company's reasonable and proven costs of any nature, including legal costs on an attorney and own client basis and collection commission of 10 % incurred by the Company in taking that action.
- (7) Quoted Costs exclude delivery, collection, consumables and insurance unless specified.
- (8) Quoted pricing is valid for 30 days. All quotations are subject to Equipment being available at the time of signature; Should equipment not be available at the time of acceptance, the closest match may be supplied; Should the Hirer seek specific specifications, the Hirer should notify The Company in writing;
- (9) The Hirer agrees that The Company may submit the information in this form to any registered credit bureau, tracing agent or other supplier of information, to assist in assessing The Renter's credit worthiness or collection of debts, now and at any time in the future. The Hirer also gives consent to make this information available to the industry and affiliated businesses should the Renter default;
- (10) Each and Every provision and/or clause in this agreement is hereby declared to be severable and divisible from the other. Accordingly, in the event that any one or more clauses is deleted or found to be invalid or unenforceable for whatever reason, then and in such event, such deletion, invalidity or unenforceability shall in no way detract from, limit, inhibit and/or derogate from the enforceability of the remaining clauses.
- (11) The terms of this Agreement may be updated by the Company from time to time. Where a new copy of the Master Rental Agreement Terms and Conditions is sent to the Hirer with a quote, then acceptance of that Quote shall be deemed to be acceptance of the updated Master Rental Agreement;

17. RISK OF LOSS OR DAMAGE

- (1) Loss of or damage to the Equipment shall not discharge the Contract nor affect the Hirer's liability to make payments under it.
- (2) Risk of loss of or damage to the Equipment under a Contract shall, unless otherwise expressly stated in a Schedule be borne by and remain with the Hirer from Delivery Date until the Equipment is delivered back to the Company (provided that if it is agreed to check the Equipment at the Hirer's premises prior to collection by a carrier, risk in the Equipment shall pass to the Company upon collection by the carrier). The Hirer shall not be at Risk for damage caused by the Company.
- (3) Where Equipment is at the Hirer's risk, the Company shall notify the Hirer of such loss or damage within 7 days of the loss or damage becoming apparent.
- (4) Unless it has been expressly stated in the Schedule that the risk of loss of or damage to the Equipment shall be retained by the Company, if the Equipment is lost or damaged while at the Hirer's risk, the Hirer shall pay the Company on demand the Replacement Value or the Repair Cost respectively;
- (5) The Company does not accept replacement Equipment from the Hirer in lieu of any loss or damage fees, and the Hirer may not repair the Equipment on behalf of the Hirer;
- (6) The Hirer shall notify the Company immediately of any event which may give rise to a claim under any insurance policy covering the Equipment and shall not agree the settlement of any claim without the agreement of the Company;
- (7) If the Equipment being insured by the Hirer pursuant to clause 8(12) is returned to the Company or if the Company recovers possession of the Equipment, the interest of the Hirer in any insurance effected by the Hirer under clause 8(12) shall vest absolutely in the Company who shall be entitled to the full benefit of such insurance including any claims which may be outstanding at the time of such return or recovery of possession;
- (8) If the Hirer receives any insurance payments from any insurer of the Equipment (whether the Company's insurer or its own) the Hirer shall instruct the insurer that such insurance payments received in respect of the Equipment shall be paid to the Company and the Hirer hereby irrevocably appoints the Company as its agent to receive the money and authorises the Company to give a good discharge to the insurer therefor.
- (9) If it is expressly stated in a Schedule that the Company retains the risk of loss of or damage to the Equipment during the Rental Period, the Hirer shall:
 - a) not do or refuse to do anything likely to invalidate any insurance maintained by the Company;
 - b) be responsible for the Waiver/Excess/Fee specified in the Schedule but the Company waives its right to recover from the Hirer reimbursement in excess of such amount of the manufacturer's then current list price for Equipment which at the time are the same as or the closest available equivalent to the equipment provided that the Hirer is not in breach of any provision of these Conditions;
 - c) pay the Company on demand such sum which equals the manufacturer's then current list price for Equipment which at the time are the same as or the closest available equivalent to the Equipment if the Equipment is damaged or lost by reason of the Hirer's or its agents', servants' or representatives' willful damage, negligence or lack of reasonable care.

18. THEFT AND DAMAGE WAIVER

- (1) Go Rentals is not an Insurer, Broker or Agent, and does not offer an Insurance Policy or advice on insurance;
- (2) The Company may include a Theft and Damage Waiver as part of a maintenance plan, only if specified on your signed quote, and only for the specific items of Equipment specified as being covered. The terms of Theft and Damage Waivers may vary for every Rental Contract and item of Equipment on a Schedule.
- (3) Unless otherwise expressly stated on a Schedule and signed by the Hirer the following terms shall apply to Theft and Damage Waivers:
 - a) Subject to the terms herein, payment of the Theft and Damage Waiver shall exempt the Hirer from liability from the Company for the loss of or damage, over and above the Excess/Fee charge specified in the Schedule;
 - b) Theft and Damage Waiver only apply to the items of Equipment on a Schedule that are specified as being covered;
 - c) In the event of loss or damage, this Waiver/Fee reduces your liability from 100% of the Replacement Value of the Equipment to 50% (or as otherwise agreed in a Schedule) and the Excess/Fee of 50% shall become due and payable by the Hirer;
 - d) The Excess is charged to recover costs including, but not limited to, procurement, administration, insurance excess, finance charges, asset tagging, loss of rental, decommissioning and accounting;
 - e) Peripherals with a value of less than R1,000 are not covered by Theft and Damage Waivers;
 - f) All claims for Theft Waivers shall carry a minimum cost of R2,000 to the Hirer;
 - g) All claims for Damage Waivers shall carry a minimum cost of R1,000 per item to the Hirer;
 - h) All claims shall be subject to an admin fee of R450;
- (4) The Hirer must notify the Company of any loss or damage to the equipment within 24 hours of such incident occurring;
- (5) Any theft or damage waiver claims must be made in writing to the Company within 2 days of the loss or damage becoming apparent;
- (6) Notwithstanding the provision of a Theft and Damage Waiver to the Hirer, the Company has no obligation to carry insurance on its Equipment. However:
 - a) the existence of any policy between the Company and its insurers shall not determine the costs payable by the Hirer under the Theft and Damage Waiver Clause 18;
 - b) should the Company make a claim on its own policy, and be settled for such a policy, you will still be liable for the Excess/Fee specified in Clause 18 (3) or the Schedule;
- (7) The Theft and Damage Waiver shall not apply and any benefits shall become invalidated where:
 - a) there is no specific incident which gives way to a claim;
 - b) there is no proof of forced entry or removal;
 - c) there is willful or malicious damage or there is loss or damaged caused by negligence on behalf of the Hirer and/or their directors, employees, agents, contractors or staff;
 - d) there is theft of Equipment which are left unattended or in an unsecured area;
 - e) there are shortages of equipment returned, and no reported theft or loss;
 - f) Equipment is used for conferences and events and there is no 24-hour security guards dedicated to looking after the equipment;
 - g) Equipment is left in any premises overnight that does not have an alarm linked to armed-response or a 24-hour security guard;
 - h) equipment is not locked away in a secure venue when not in use;
 - i) equipment is stolen from the car unless locked in the boot;
 - j) equipment is stolen by remote-jamming;
 - k) the Equipment are stolen as a result of fraud;
 - l) the Equipment is lost due to absconction by a person the Hirer willingly permitted use of the Equipment;
 - m) any reasonable insurance policy would repudiate such claim;
 - n) the Hirer fails to notify the Company of loss or damage to the Equipment and provide all relevant details in the manner prescribed by the Company within 24 hours of it becoming apparent;
 - o) the Hirer fails to report any loss to the police within 24 hours of it becoming apparent and provide the Company with a case number and incident report;
 - p) the Hirer fails to pay the Theft and Damage Waivers upfront or strictly in accordance with credit terms and fails to rectify this within 2 (two) working days of receiving notice thereof in writing by the Company;and then the Hirer shall pay the Company the full Replacement Value or Repair Cost whichever applicable.

I/We, the signatory to this Master Rental Agreement, have read and understand the terms and conditions of rental, and hereby warrants I am authorised to conclude this agreement on behalf of the Hirer. I/We (the undersigned) do hereby sign as surety and co-principal debtor/s for the due fulfilment of the Hirer's obligations to GO RENTALS (PTY) LTD