

25 JUL 2007 9:56

NASHUA WESTERN CAPE 021 9302325

NO. 499

P. 2

NASHUA

RENTAL CONTRACT

1. DEFINITION SCHEDULE

	COLUMN A	COLUMN B
LESSOR	Bank Investments (Pty) Ltd NASHUA WESTERN CAPE P.O. Box 245 Paroway 7498	NASHUA WESTERN CAPE Nashua House, 3 Kingswood Close, Plattekloof, 7600
LESSEE	Name: <i>Selkoush Municipality</i> Physical Address: <i>P.O. Box 17, Selkoush, 7597</i> Postal Address: <i>P.O. Box 17, Selkoush, 7597</i> Telephone Number: <i>021-3055111</i> Facsimile Number:	
GOODS	Description: <i>882018 #5946102494</i>	
RENTAL COMMENCEMENT DATE	<i>1 May 2008</i>	RENAL COMMENCEMENT DATE (IN AMM) - TOTAL RENTAL R 1276.80
INITIAL PERIOD OF HIRE	<i>80</i>	months
LANDLORD	Premises at which the goods will be kept Name of Landlord: <i>Owner</i> Postal Address: Telephone Number: Facsimile Number:	

This schedule sets forth the terms and conditions of the rental contract between the parties and any provision in the contract to a word, phrase or description contained in Column A shall, unless it is otherwise indicated, have the meaning contained in Column B.

2.1 The Lessor hereby lets the Goods to the Lessee who agrees to use the Goods at the Premises and subject to the terms and conditions set out hereunder.

2.2 If, at the time of the signing of this contract, the Lessee is already in possession of the Goods, such as to which will constitute the goods, being the subject matter of this contract, the Lessor shall be entitled to assess the goods and equipment (conforming to the description of the Goods as specified in the Definition Schedule) out of its stock and deliver same to the Lessee, thereby bringing the entire amount of the Goods to the Goods.

2.3 If, at any time, whenever after the delivery of the Goods, the Lessee agrees to substitute the Goods with another item, such as to which will constitute the goods, the Lessee shall be obliged to furnish the Lessor with the title of delivery thereof, to which will not constitute the goods, and the Lessee shall be obliged to furnish the Lessor with a copy of such title, which shall be submitted to the Lessor in accordance with the contract and this contract will thereafter be deemed to have been amended only in respect of the substitution of the Goods.

3.1 The rental period of this shall, irrespective of the date of

3.2 After the signing of this contract by the Lessee, it shall not be obliged to deliver the goods before the date of commencement of the contract.

4.1 The first rental shall be paid on or before the Commencement Date.

4.2 All subsequent rentals shall be payable on or before the first day of each following month and shall, unless the Lessee or Lessor agrees in writing, be payable by means of a debit order.

4.3 All payments in terms of this contract, shall be made free of bank or other charges and the Lessee's address or at such other place as the Lessor or Lessee may direct in writing.

SIGNED BY THE PARTIES AS FOLLOWS

DATE: 26/4/2008 PLACE: Platteklip SIGNATURE: [Signature] WITNESS: [Signature]

DATE: 01.04.08 PLACE: Selkoush SIGNATURE: [Signature] WITNESS: [Signature]

CERTIFICATE

I, SE. Selkoush the person signing the above contract on behalf of the Lessee, hereby certify, warrant and agree that:

- I have been duly authorized to sign the document on behalf of the Lessee.
- I have been afforded sufficient opportunity to read the contents of the above contract, and have read it.
- No representation has been made to me by the Lessor or any of its agents or representatives to the contents of the contract or the meaning thereof.

RESOLUTION

Resolved: [Signature]

Resolved: [Signature]

Resolved: [Signature]

DEBIT ORDER AUTHORIZATION

I/we express SOLIDARITY INVESTMENTS TRADING NASHUA WESTERN CAPE to draw on my/our bank account, current or bank transaction account, in respect of a debit order which is intended to be used in conjunction with my/our account with all such debit orders as it/they may be authorized to debit my/our account by the Bank and identified to me/us.

This request is to apply to any amount which may be due to Bank in the future.

I/we understand that either I/we or Nashua, Selkoush, Cape, if it is requested by written notification to the other party, may have the right to terminate this authorization without notice by the Bank and identified to me/us.

We personally authorize the Bank to debit my/our bank account in respect of any changes in the Bank details of my/our account.

Signed at: [Signature] On: [Date]

Signature of Payer (i.e. the Account Holder): [Signature]

Bank of Namibia Bank Transaction Account Bank of Namibia Bank Transaction Account

Signature of Payee (i.e. the Account Beneficiary): [Signature]

I/We certify that this document is a true and correct copy of the original document and that I/we have signed and stamped it as such.

NASHUA WESTERN CAPE

1. NASHUA agrees to:

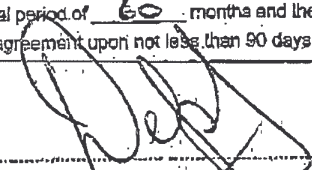
- (a) Maintain the equipment in an efficient operating condition. Nashua shall not be liable for any loss, including consequential loss, arising from the malfunction or failure of the equipment to function or from any other cause whatsoever. Any repairs or service required by the customer due to misuse or negligence or outside normal working hours may, at Nashua's option, be charged to the customer in accordance with Nashua's current service charges and conditions.
- (b) Supply developer and toner at Nashua's current prices applicable at the date of delivery of such consumables.

2. The Customer agrees to:

- (a) Use only paper and consumables approved by Nashua. Paper and Consumables may be purchased from Nashua at prices applicable at date of delivery.
- (b) Pay Nashua as set out in the schedule of charges. The charge includes service, parts and labour, but excludes paper, toner, meter parts and other consumables. This rate may be varied from time to time in accordance with Nashua's current pricing schedule.
- (c) Provide two persons as "principal operators" to be trained on the use of the equipment. The Customer shall notify Nashua, in writing, of a change of these personnel.
- (d) Provide access at any time during normal working hours to any authorised representative of Nashua for any of the purposes of this agreement.
- (e) Accept liability for damage to the equipment if the damage is due to negligence on the part of the Customer or its employees or persons who have access to the equipment.
- (f) Pay amounts due to Nashua on receipt of invoice, failing which Nashua may summarily and without notice suspend supply of the service and consumables until all outstanding amounts due to Nashua are paid.
- (g) Supply Nashua, in a manner determined by Nashua from time to time, with a meter reading for each piece of equipment every month, where applicable.
- (h) Comprehensively insure the equipment at its own cost against all risk including acts of God, power surges and lightning, and maintain such insurance policy for the duration of this contract.
- (i) Keep the goods in its custody and under its control at the premises mentioned in the Continuous Service Agreement and shall notify Nashua of the removal thereof to other premises.
- (j) In the event of the machine being out of commission due to Customer non-usage, or in storage for a period exceeding 60 days, Nashua reserves the right to charge at current rates for recommissioning the equipment.

3. This agreement shall commence on installation of the equipment and shall be for an initial period of 60 months and thereafter for an indefinite period subject to the right of the Customer or Nashua to terminate the agreement upon not less than 90 days written notice. All parts shall be chargeable at the expiration of this initial period.

4. TONER inclusive YES / NO

Signature 

Where toner is included in a copy charge, Nashua will supply toner free of charge for the copier equal to the copy yield, as per the manufacturer's specifications at a rate of 6% coverage, being one toner cartridge for every 5000 copies. Any extra toner that may be required for the machine will be for the customer's account at Nashua's applicable pricing at the time.

5. Should the equipment be utilised in excess of the recommended monthly usage as stipulated by the manufacturer, an additional service fee as outlined in 9 below will apply.

6. Software (operational and application software) related problems are not covered by this contract, and are subject to labour and travel charges, for the customer's account. Licensed Software packages in use must be available on site. It is the customer's responsibility to maintain proper backups at all times. Should the system fail, Nashua will not be held responsible for any lost data. Nashua cannot be held responsible for any losses, consequential or other, in the event of data loss due to backup program failure.

7. Equipment to be Serviced

DATE OF INSTALLATION:			OPENING READING:		
PLACE OF INSTALLATION:	Dep. Waterworks, Welshoeghe, Stellenbosch				
DESCRIPTION: MODEL:	AP 2015	SERIAL NUMBER:	J9146102494		
PERIPHERALS: MODEL:	AP 78	SERIAL NUMBER:			
MODEL:		SERIAL NUMBER:			
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8. Minimum Billing

A minimum service charge of R 75 will be levied per month.

9. Schedule of Charges

	CPC	VAT	TOTAL
1 - 1000 cpm e, minimum Billing			
1001 - 10 000 cpm e	7.5c	1.05c	8.55c
10001 - Plus cpm e	8.5c	1.19c	9.69c

9.1 PCU included: YES NO

Yield: N/A

Signature: 

10. Software Support

	RATE PER HOUR	VAT	TOTAL
SOFTWARE SUPPORT			
HELPDESK SUPPORT			
RDS SUPPORT			
OTHER			

11. Signed on behalf of NASHUA WESTERN CAPE

Signature: 

Name: H. WOODMAN

Capacity: CONTRACTS MANAGER

Date: 26/4/2004

Signed on behalf of CUSTOMER

Signature: 

Name: J. A. ...

Capacity: Director

Date: 08/04/2004

CONTINUOUS SERVICE AGREEMENT

BETWEEN

BOVIDAE INVESTMENTS (PTY) LTD

T/A NASHUA WESTERN CAPE, HEREINAFTER REFERRED TO AS:

NASHUA

AND

CUSTOMER

NAME: Stellenbosch Municipality

ADDRESS: Anglo African Building

Plein str

Stellenbosch