

V11 MOBILE NAIL PRINTING MACHINE

RENTAL AGREEMENT

This Agreement is entered by and between:

PHELVIC AUTOMATION PTY LTD

(Registration No: 2018/034085/07)

(Hereinafter referred to as “the Lessor”)

And

INDIVIDUAL/COMPANY NAME :

IDENTITY/REGISTRATION No:

(Hereinafter referred to as “the Client or “the Lessee”)

(Individually or collectively, as the context may require, shall be referred to as “a / the” Party / ies)

**[Please note this contract only applies for the 2018 festive special only AND
admin fee of R400.00 to be paid on each contract]**

Schedule of Particulars (if Company):

Registered Name:	
Trading Name:	
Primary Accounts Contact (name and number):	
Identity Number(Individual):	
Email Address:	
Alternative Contact (Name and Number)	
Email Address:	
Postal Address:	
Physical Address:	
Company telephone:	
Vat Number:	
Company Reg Number:	
Banking Details: Bank Name:	
Branch Name:	
Branch Code:	

Account Number:	
Details of Partners/Directors/Members	
Name:	ID. NO:
Name:	ID. NO:
Name:	ID. NO:

Schedule of Particulars (if Individual):

Full Name:	
Contact Number:	
Identity Number:	
Email Address:	
Alternative Contact Number:	

Postal Address:	
Physical Address:	
Banking Details: Bank Name:	
Branch Name:	
Branch Code:	
Account Number:	

Trade References :(minimum 2 required)

Trade Name:	Contact Person:	Number:
1		
2		
3		



Tel: 015 291 1155
Cell: 083 980 6402
www.phelvic.co.za
sales@phelvic.co.za

125 Marshall st
office no 11
Polokwane

In association with O'2NAILS

FOR OFFICE USE ONLY

Rental Reference Number	
Rental start date :	Rental end date:
Rental price	R.....,.....
Total	R.....,.....
Number of machine/s	
Serial numbers	1..... 2.....
Approved / Not Approved	

APPROVED BY

SIGNATURE

DATE

BANKING DETAILS

Name of bank: First National Bank

Name of account holder: Phelvic Automation PTY Ltd

Account no: 62783690136

Branch code: 250655

Rental Agreement/Terms and Conditions

This machine Lease Agreement ("Lease") is made and effective the current user ("Lessee") signing the rental order and the payment of the rental invoice by the Lessee on collection of the lease machine, by and between Phelvic automation a "Lessor") and the Lessee, collectively referred to as the "Parties". The Lessor desires to lease to the Lessee, and the Lessee desires to lease from the Lessor, certain tangible personal property. Now, therefore, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

1. Lease

- a The Lessor hereby leases his Property to the Lessee on the term and conditions of this Agreement. The Lessee for the lease period, hereby leases from the Lessor, and has the right to use and enjoy the Property as agreed. The following described machine (the "machine") shown in the order. The Lessor warrants that the Lessor has the right to lease the equipment, as provided in this Lease.

2. Lease Term, Rent , Deposit and Penalty

sign.....

The term of this Lease shall commence on the start date described in the order and shall expire on the finish date shown in the order. The rent for the machine shall be paid in advance in full to the amount of

a

R...../.....

.....in words . The R1350.00 must be paid on or before the seventh day [07] of each month for 18 months of the contract or unless arranged prior . Failure to adhere to the above will result in 25 % added on the monthly rental fee without notice.

3. Use

- a The Lessee shall use the machine in a careful and proper manner and shall comply with and conform to all national, provincial, municipal, police and other laws, ordinances and regulations of the Republic of South Africa ("South Africa") in any way relating to the possession, use or maintenance of the machine.

4. Duties of the Lessee

- a The Lessee must:
 - 4.a.1. keep the Property clean and tidy;
 - 4.a.2. Use the Property for its intended use only;
 - 4.a.3. Take care of the Property (and other items belonging to the Lessor);
 - 4.a.4. Protect the Property from abuse, damage, destruction, and theft;
 - 4.a.5. Enable the Lessor to carry out his duty of maintenance and repair;

5. Repairs and Maintenance

- a The Lessor, at its own cost, shall keep the machine in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the machine in good mechanical working order. The Lessee shall not repair or materially alter the physical or otherwise makeup of the machine in any way.
- b The Machine is checked by the Lessor before collection by the Lessee. In the event that the machine appears damaged when the Lessee collects the machine, the Lessee must

notify Lessor immediately upon first inspection of the machine and the Lessor will negotiate a mutually agreeable solution with the Lessee.

6. Damage, Loss and Insurance

sign.....

- a The Lessee hereby assumes and shall bear the entire risk of loss and damage to the machine from any and every cause. The Lessee shall be responsible to maintain insurance on the machine with losses payable to the Lessor against damage, loss, fire, **theft**, collision, and other such risks as are appropriate and specified by the Lessor.
- b In the occurrence of any of the events listed in **6.a**, the Lessee is liable for an amount equal to **R30 000** OR balance of the remaining months in this contract payable to the lessor within 31 working days.
- c In the event of damage of any kind whatsoever to the machine, the Lessee agrees to immediately contact the Lessor with an accurate description of the damage and the circumstances of its occurrence. The Lessee agrees to be bound, legally and otherwise, by the report of the Lessor's chosen repair venue as to the cause of the damage to the machine.
- d The lessee agrees to inform the law enforcement agencies in case of theft and obtain such case number that will be forwarded to the lessor within 24 hours.
- e It's the sole responsibility of the lessor to install tracking device on the machine for control purposes only.
- f In the event of loss of any kind whatsoever to the machine, the Lessee shall notify the Lessor the same day of loss and, at the Lessor's option and whatever option is higher:

6.f.1. Replace the same with like machine in good repair, condition and working order

6.f.2. Pay to the Lessor the replacement cost of the machine.

7. Out-of-Stock Machines and Multiple Machine Orders.

- a Lessor will make the machine and products available to the Lessee as soon as it becomes available. Where the machine the Lessee ordered is out- of-stock, delaying fulfilling the Lessee's order, the Lessor will keep the Lessee informed of any such machine and will negotiate a mutually agreeable solution with the Lessee.
- b For a multiple machine order, the Lessor will make every attempt to make available to the Lessee all the machines contained in the order at the same time. V11 machine that is unavailable at the time of collection may be collected as they become available, unless the Lessee notifies the Lessor of their alternate wishes to this end.

8. Surrender

sign.....

- a Upon the earlier termination of this Lease, the Lessee shall return the machine to the Lessor in good repair, condition and working order, ordinary wear and tear resulting from

proper use thereof alone excepted. The Lessor's acceptance of the machine upon return by Lessee shall not represent the Lessor's acceptance as to condition of machine upon return and the Lessor reserves the right to make assessment regarding the condition of the v11 machine. **Clause 6.b and 12 may apply.**

9. Taxes

- a The Lessee shall keep the machine free and clear of all levies, taxes, duties, liens, charges and other encumbrances. The Lessee shall report to the Lessor, pay and discharge all levies, taxes, duties, liens, charges and other encumbrances arising from the Lessee's use or operation of the machine. In the event that such are levied against the Lessor, the Lessee agrees to reimburse the Lessor in full for those charges.

10. Indemnity

sign.....

- a The Lessee shall indemnify the Lessor against, and hold the Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Lessee's use of the machine. This specifically includes but is not limited to loss of data on the machine provided by the Lessor.

11. Default

- a If the lessee fails to pay any amount due in terms of this agreement within seven (seven) working days after same is due and payable , or if the lessee fails to observe , keep or perform any other provision of this agreement required to be observed kept or performed by the lessee , the lessor shall have the right to exercise any one or more of the following remedies:

11.a.1. to sue for and recover all rents, and other payments, then accrued or thereafter accruing;

11.a.2. to take the possession of the equipment without demand letter or notice

12. Cancellation

- a Upon cancellation of the contract by the lessee, the lessee shall be liable to paying 50% in rental fees of the remaining months as stipulated in this contract.
- b The lessor has the right to cancel this contract at any time as long the lessee does not fulfil certain legal obligations or do not pass security check that will be conducted by the lessor after signing the contract.

13. Ownership and Assignment

sign.....

- a The Machine is, and shall at all times be and remain, the sole and exclusive property of the Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.
- b The Lessee shall not assign or transfer this Lease or its interest in the machine without the prior written consent of the Lessor.
- c The lessee will only own the machine after 18 months contract has ended or after settling the purchase agreement.
- d The gels and nail tips will be provided for the whole contract period for free.NO INK CARTRADGE WILL BE PROVIDED TO THE LESSEE BY THE LESSOR.

- e The lessee will only start to buy the consumables after the contract period **EXPIRES** or in the event where the lessee requires more consumables over and above the free kit provided.
- f Should the lessee consume all the free consumables before the last day of month, the lessee may purchase additional consumables from the lessor.

14. Additional Documents

- a If the Lessor shall so request, the Lessee shall execute and deliver to the Lessor such documents as the Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of the Lessor in the machine including, but not limited to, copies of an identity document or passport.

15. Entire Agreement

- a This Lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation preceding the date of this Lease. This Lease may be modified in writing and must be signed by both the Lessor and the Lessee.
- b Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

16. Disclaimer

- a Every effort is made to assure that descriptions and prices are correct. The Lessor reserves the right to correct errors as needed. All prices and availability are subject to change without notice.

17. Governing Law

- a This Lease shall be construed and enforced according to laws of South Africa.

18. OBLIGATION OF NON-SOLICITATION

- a Unless given prior written consent by the lessor, the lessee agrees that it will not, during the term of this Agreement, or for a period of 18 MONTHS thereafter, knowingly solicit or hire any client, business associate or joint venture partner or any other affiliate with the intention of competing with lessor.

19. DOMICILIUM CITANDI ET EXECUTANDI

- a The Parties choose as their *domicilium citandi et executandi* for the purposes under this agreement, whether in respect of court process, notices or other documents or communication of whatsoever nature (including the exercises of any option), at the following addresses:



Tel: 015 291 1155
Cell: 083 980 6402
www.phelvic.co.za
sales@phelvic.co.za

125 Marshall st
office no 11
Polokwane

In association with O'2NAILS

b FOR THE LESSOR

125 MARSHALL STREET
OFFICE 11
POLOKWANE

EMAIL: ADMIN@PHELVIC.CO.ZA SALES@PHELVIC.CO.ZA

[TEL:015 291 1155](tel:0152911155) CELL: 083 980 6402

IF TO THE LESSEE AT

ADDRESS.....

EMAIL.....

TELEPHONE.....CELL.....

20. WHOLE AGREEMENT

Apart from the matters set out in this agreement neither party shall have any other or further

Claims against the other, which claims are hereby respected waived abandoned to the extent that they exist, unless they should rise under this agreement. The provisions of this paragraph shall not apply to any agreement in writing entered into by the Parties subsequent here.

[FOR AND ON BEHALF OF THE LESSOR]

Thus, done and signed at on this day of
.....20.....

Signature :.....

As witnesses:

1.....

2.....

[FOR AND ON BEHALF OF THE LESSEE]

Thus, done and signed at on this day of

.....20.....

Signature :.....

As witnesses:

1.....

2.....

Documents required when completing this contract

INDIVIDUAL APPLICATION

1. certified identity document
2. proof of residence
3. signed surety form [provided]
4. proof of payment [R400.00]

COMPANY APPLICATION

1. certified identity documents of directors
2. proof of address or lease agreement
3. signed surety form [provided]
4. proof of payment [R400.00]
5. company registration documents
6. tax clearance

PLEASE NOTE :

ONCE WE RECEIVE YOUR CONTRACT, THEN WE WILL CONTACT YOU WITHIN 24 HOURS EITHER BY EMAIL OR SMS TO ARRANGE THE DELIVERY AND THE TRAINING DATE.PLEASE DO NOT FORGET TO EMAIL THE PROOF OF PAYMENT AND THE COMPLETED CONTRACT TO SALES@PHELVIC.CO.ZA

THE DELIVERY AND THE TRAINING DATE MIGHT NOT BE ON THE SAME DAY.SOME CLIENTS WILL NEED TO COLLECT THE MACHINE FROM ONE OF OUR OFFICES FOR SECURITY PURPOSES.

WE WILL ONLY RELEASE THE MACHINE/S ONCE THE MONEY IS REFLECTING IN OUR BANK ACCOUNT.

FROM OUR CALCULATION WE RECOMMEND OUR CLIENTS TO CHARGE R320.00 UPWARDS TO PRINT 10 NAILS .

ANNEXURE B: SURETY AGREEMENT

1. I/We the undersigned hereby bind myself/ourselves in my/our personal capacity jointly and severally as surety/sureties and co-principle

debtor/s in solidum unto the lessor, it's cessionary/ cessionaries or assign/es, for the timeous payment of all amounts and the proper fulfilment of all other obligations which are payable and to be complied with by the lessee in terms of this contract.

2. I/ we furthermore indemnify the lessor against any loss or damage, which it may suffer arising out of or in connection with this agreement.

3. I/we hereby renounce the benefits of division, excussion and cession of action, the meaning and effects of which I/we are fully acquainted with.

4. for thr purpose of this agreement and any action arising out of it, I/we choose the *domicillium citandi et executandi* as per the address set out in terms of clause 19 in this agreement.

5. I/we agree that if this matter is handed over to an attorney, I/we consent to be liable for such legal costs as on an attorney and own client scale.

6. I/we authorize the lessor to obtain information from credit sources, current and previous landlords, employers, and personal references, and /or credit bureaus to enable the lessor to carry out an affordability check-up.

7. I/we give permission for the lessor or its agent to obtain a consumer report for the purpose of this application.

Thus, done and signed at On this day
 of.....20.....

Surety 1:

I In my capacity as

..... On behalf of

..... hereby authorize this rental agreement subject to the terms and conditions as stipulated herein for the rental of v11 mobile nail printing machine (o'2nails products). SIGNATURE.....

Surety 2:

I In my capacity as

..... On behalf of

..... hereby authorize this rental agreement subject to the terms and conditions as stipulated herein for the rental of v11 mobile nail printing machine (o'2nails products).SIGNATURE.....