

INTELENTO RENTALS

t/a Intelento Trade 39 (Pty) Ltd

FINAL APPLICATION FORM

Tel 011 745 9000
Fax 011 244 5570



INTELENTO
FINANCIAL SOLUTIONS

Reg no: 2003/026368/07 VAT No: 4240232886

PERSONAL DETAIL OF HIRER

Surname										Name(s)									
ID										Marital status									
Physical address															Code				
Postal address															Code				
Tel										Cell									
E-mail address																			

EMPLOYER DETAIL OF HIRER

Occupation										Employer name									
Employer's address															Code				
Employer's tel										Duration at current employer									
Previous employer										Duration at previous employer									
Spouse's occupation										Spouse's employer									
Spouse employer's tel										Spouse's nett income									

NEXT OF KIN DETAILS OF HIRER

Surname										Name									
ID										Relationship									
Physical address															Code				
Tel										Cell									

BANK DETAIL OF HIRER

Bank name										Branch name									
Branch code										Account type									
Account number																			

NAME AND ADDRESS / DOMICILIUM OF OWNER

Intelento Trade 39 (Pty) Ltd, 28 Sloan Street, Bryanston, 2021

RENTAL MOTOR BIKE DETAIL

Motor bike colour					Engine size					Odometer reading									
Year manufactured					VIN no.					Engine no									
										SCHEDULE OF AGREED KILOMETERS PER YEAR									
Commencement date					3 000					12 000					21 000				
Termination date					6 000					15 000					24 000				
Payment due date					9 000					18 000					27 000				
Contract deposit																			

GOODS DESCRIPTION

<input type="checkbox"/> New	<input type="checkbox"/> Used	M&M code					Make												
Model					Dealer/supplier					Sales person									
Tel										Fax									
										Term									
Motor bike rental (incl VAT) monthly R										Owner Intelento Trade (Pty) Ltd					Signature				
Comprehensive short term insurance R										Hirer (FULL NAME IN CAPITAL LETTERS)									
Monthly tracker fee R										_____					Signature				
Nupay fee R										_____									
TOTAL R										Date _____									

Sign	Intelento	Dealer	Hirer	Branch Code	Contract no.



BROKER INFO

Broker name Dearham Management Services cc	FSP no 40050
Tel 011 894 3265	Fax 011 918 4876
	E-mail robd@dmscc.co.za

POLICY HOLDER DETAILS

Name INTELENTO RENTALS	Reg no. 2003/026368/07	Physical address 28 Sloane st, Bryanston, 2021	Postal address 3119, Dainfern, 2050
Tel 011 745 9000	Fax 011 244 5570	E-mail rentals@inteleno.co.za	
Risk address			
Code		Date cover is to commence	
		Y	Y
		Y	Y
		•	M
		M	•
		D	D

BANK DETAIL OF POLICY HOLDER

Bank name Absa	Branch name Clearwater
Branch code 632005	Account type Cheque
Account number 407 850 7650	

PREMIUM PAYMENT

I hereby request you to draw against my existing account with the above mentioned bank (or any other bank or branch to which I may transfer my account) the amount necessary for payment of the monthly amount due in respect of this insurance on the commencement date above. All such withdrawals from my bank account by you shall be treated as though they have been signed for by me personally.

INSURED MOTORCYCLE (Use supplementary sheet for additional machines)

Make	Year
Model	Vin No
Engine no	Registration no
Value R	Registered owner Inteleno Trade 39 (Pty) Ltd
Type <input type="checkbox"/> Quad <input type="checkbox"/> Off road <input type="checkbox"/> Road Bike <input type="checkbox"/> Other, please specify	

DEALER DETAILS

Name of dealer	Contact person
Dealer tel	Dealer fax
Finance house detail (should bike be financed) Inteleno Rentals	

NAMED RIDER DETAILS

Surname	Name(s)
Date of birth	
	Y Y Y Y • M M • D D
Date licence obtained	
	Y Y Y Y • M M • D D
Licence code	
Where is the motorcycle parked when not in use? <input type="checkbox"/> In a locked garage <input type="checkbox"/> In a locked yard <input type="checkbox"/> In a locked parking area	
<input type="checkbox"/> Under a carport / in a complex <input type="checkbox"/> Other, please specify	
Tracking system <input type="checkbox"/> Yes <input type="checkbox"/> No	

USE AND HISTORY

For what purpose will the motorcycle be used? <input type="checkbox"/> Social, domestic and pleasure, including commuting	
Have you or any named rider had any accidents or claims in the last 3 (three) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, give details	
Have you or any named rider had any convictions/admission of guilt in the last 5 (five) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, give details	
Have you or any named rider ever had any insurance declined/cancelled or had increased terms imposed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, give details	
Have you or any named rider successfully completed an advanced rider's course?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, give details	
Is this your first motorcycle?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you currently or have you ever been insured for any motorcycles?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, where?	

CONSENT TO THE USE OF UNDERWRITING, CLAIMS AND OTHER RELEVANT INFORMATION

Acceptance by you of this insurance includes consent to the sharing of claims, underwriting and other relevant information (including credit information) by Insurers. Such consent shall:

- Waive any right to privacy in respect of any insurance information provided by you or on your behalf regarding any insurance policy or claim made or lodged by you or on your behalf.
- Allow such information to be disclosed to any other insurance company or its agents.
- Allow us to verify the information provided by you against other legitimate sources or databases.

SPECIAL CONDITIONS

Unless otherwise arranged, cover is restricted to the named rider. SASRIA cover is automatically provided as part of each option.

EXCESS

Flat excess of R2 000 applicable to this policy.

DECLARATION

I/We agree that if any claim lodged under any policy or section issued by IUM to me/us or any person or company on my/our behalf be in any respect fraudulent, or if any fraudulent means or devices be used by me/us or anyone acting on my/our behalf or with my/our knowledge or consent to obtain any benefit under this insurance policy, or if any event be occasioned by the wilful act or with the connivance or me/us, the benefit afforded under this insurance policy in respect of such claim shall be forfeited.

I/We declare that this proposal/application contains full details of the risk and is complete and true and correct in every respect. I/We agree that this application and declaration form the basis of the contract between me/us and IUM. Further, I/We understand that if any fraudulent information is provided or any fraudulent means or devices be used by me/us or on my/our behalf to obtain cover, the cover/benefit will be inoperative as from inception and any premiums paid shall be forfeited.

Sign	Inteleno	Dealer	Hirer	Branch Code	Contract no.

ALTECH NUPAY SERVICE AGREEMENT

CONSUMER	SERVICE PROVIDER
Full name	Altech NuPay (PTY) Ltd
ID number	

Service Provider Fee (including VAT) for each payment deduction		R
Installment payable by Consumer in terms of Credit Agreement ("Payment Obligation")		R
Amount of the single payment instruction to be processed by Altech NuPay and debited against the Consumer's nominated account, including the Service Provider Fee and the Payment Obligation ("Total Installment Amount")		R
No of installments	1st Installment payment date	
Frequency	Weekly <input type="checkbox"/>	Bi Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other <input type="checkbox"/>

INTRODUCTION

The Consumer has entered into a Credit Agreement, identified by the Credit Agreement Reference Number _____, with _____ ("Credit Provider") with Merchant/Group Number _____ and hereby instructs Altech NuPay (Pty) Ltd, to process deductions and the Consumer's Payments against his/her bank account.

Altech NuPay is entitled to a Service Provider Fee for the processing of every Payment Obligation and the Consumer hereby agrees to the payment of the Service Provider Fee, subject to the terms and conditions set out below.

TERMS AND CONDITIONS

The Consumer acknowledges and agrees that:

The Service Provider Fee is due to Altech NuPay and has not been included in the cost of credit charged by and due to the Credit Provider;

In order to save bank charges, the Service Provider Fee due to Altech NuPay and the relevant Payment Obligation of the Consumer in terms of the Credit Agreement will be processed as a single payment instruction and the Total Amount as indicated above will be debited against the Consumer's nominated account;

Service charges levied by the Consumer's bank are not governed by this agreement.

The **SPF** statement to the consumer will clearly differentiate Service Provider Fee payment obligations.

QUERIES

Altech NuPay will maintain a Call Centre to assist the Consumer with queries regarding this Altech NuPay Service Agreement. The number of the Call Centre is (011) 617 1750

DEDUCTION AUTHORITY

- 4.1 The Consumer hereby authorises Altech NuPay to process the Service Provider Fee due to Altech NuPay and the Payment Obligation due to the Credit Provider as a single payment instruction and to deliver the payment instruction for collection at the Consumer's bank.
- 4.2 The Consumer hereby authorises the Consumer's bank to debit the Consumer's nominated account with the amount of the payment instruction as set out above.
- 4.3 Subsequent payment instructions will continue to be delivered in terms of this authority until the Consumer's Payment Obligations under the Credit Agreement have been paid or until cancelled by the Consumer. Payment instructions falling on non-processing days may be presented on the preceding processing day.
- 4.4 The Consumer hereby confirms that the credit agreement was not subject to the conclusion of this agreement.
- 4.5 The Consumer confirms that he/she willingly entered into this agreement and was not induced or required to conclude this agreement.

PARTICULARS OF BANK ACCOUNT TO BE DEBITED

Name of account holder	
Name of bank	Branch name
Account number	Branch code
Account type	
Signed at	20

SIGNATURE	DATE										
X _____	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td>Y</td><td>Y</td><td>Y</td><td>Y</td><td>•</td><td>M</td><td>M</td><td>•</td><td>D</td><td>D</td> </tr> </table>	Y	Y	Y	Y	•	M	M	•	D	D
Y	Y	Y	Y	•	M	M	•	D	D		

Sign	Intelento	Dealer	Hirer	Branch Code	Contract no.

INSURANCE OPTIONS

OPTION 1 Yes No

Full Service, Maintenance and Insurance Plan (included in rental)

- Hirer agrees to participate in the INTELENTO full service, maintenance and Insurance.
- Full service as per schedule for every 3 000km.
- Tracking device included.
- Insurance included.

OPTION 2 Yes No

Own Insurance and Services.

- The Hirer expressly elects to obtain and maintain his/her own insurance on the Motorbike/Scooter.
- Proof of insurance must be provided prior to delivery.
- Hirer agrees to keep insurance up to date for the full duration of the rental period.
- The Hirer agrees to maintain the Motorbike/Scooter at regular service intervals every 3 000km in accordance with the Manufacturing Warranty and Service Schedule.

SIGNATURE DATE

X _____

Y	Y	Y	Y	•	M	M	•	D	D
---	---	---	---	---	---	---	---	---	---

CHECKLIST

- 1 Please complete in **BLACK PEN**
- 2 Please tick with a ✓ where applicable
- 3 Attach the following to the completed and signed application:
 - a BANK STATEMENTS for the past 3 months
 - b Certified Copy of the ID of the BORROWER
 - c LATEST PAYSリップ of the BORROWER
 - d Proof of RESIDENCE
 - e Bank CARD
- 4 Affordability analysis done

Scheme name **BIG BOY SCOOTERS**

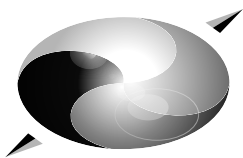
RENTAL AFFORDABILITY CALCULATION

A Income	A Gross monthly income	R
B Expenditure	B PAYE	R
	B UIF	R
	B Medical aid	R
	B Other	R
	Sub Total	R
C Additional household expenses (Excluding payments on your bank account or salary slip)	C All household expenses	R
	C Sub Total	R
D Total nett income	A - B - C = D	R
E Maximum installment calculation	30% of D	R

I/we hereby authorise and give my/our consent to INTELENTO TRADE 39 (PTY) LTD (Reg No. 2003/026368/07) to make enquiries from time to time through any credit bureau or similar institution as to my/our personal circumstances, my/our credit history, and credit worthiness. I/we consent to and authorise INTELENTO TRADE 39 (PTY) LTD (Reg No. 2003/026368/07) to disclose the information provided herein, the information obtained from any credit bureau or similar institution referred to above, as well as my/our payment and credit performance, to any other person, company or bureau without further reference to me/us.

Loan amount applied for	R
Term	

Sign	Intelento	Dealer	Hirer	Branch Code	Contract no.



INTELENTO
FINANCIAL SOLUTIONS

INTELENTO RENTALS

t/a Intelento Trade 39 (Pty) Ltd
Reg no: 2003/026368/07 VAT No: 4240232886

Tel 011 244 5570
Fax 086 767 2256

RENTAL AGREEMENT

A. TERMS AND CONDITIONS

In this Agreement, unless otherwise indicated or inconsistent with the context, the singular includes the plural and vice versa, a natural person includes an artificial person and vice versa, and any expression which denotes any gender includes the other genders. Clause headings are used for convenience and shall not be used in its interpretation.

The following expressions shall bear the following meanings:

- "**Accessory**"- means any additional item which is not fitted in such Motor Bike at the time of its manufacture.
- "**Agreed Kilometres**"- means the maximum kilometre distance specified in the Schedule "A" or as amended in terms hereof.
- "**Agreement**"- means this Agreement and the Schedules attached thereto.
- "**Authorised Service Centre**"- means a service centre appointed or approved by the Owner to effect service, maintenance and/or repair of such Motor Bike.
- "**CD**"- means the Contract Deposit required by the hirer calculated in accordance with the Motor Bike category, repayable by the Owner to the Hirer on the termination date the repayment of which is subject to the provisions of clause 23.8.
- "**Commencement Date**"- means the date of commencement of this Agreement as specified in the Schedule.
- "**Comprehensive Motorbike Insurance Policy**"- means the comprehensive motorbike insurance policy to be effected by the Owner in terms of this agreement.
- "**Excess Kilometre Charge**"- means the amount payable by the Hirer to the Owner in respect of each excess kilometre travelled by such Motor Bike, which charge is in clause 19 of this Agreement.
- "**Excess Kilometres**"- means the number of kilometres travelled by the Motor Bike in excess of the agreed kilometres.
- "**Hirer**"- means the client who takes possession of the rented Motor Bike as defined in the Schedules of this Agreement and has entered into an Agreement with the Owner.
- "**Intelento Rental Motor Bike Service Plan**"- means the Intelento Rental Motor Bike service plan, which is a mandatory mechanical service plan and forms part of this agreement.
- "**Owner**"- means Intelento Trade 39 (Pty) Ltd or any juristic person which owns the rental Motor Bike as defined in the schedules of this agreement and has entered into an agreement with the hirer. Any reference to the owner shall include any agent, servant, employee or cessionary of the owner.
- "**Payment Due Date**"- means the payment due date as determined by the owner and recorded in the schedule hereto.
- "**Return Date**"- means the return date specified in the schedule relating to such Motor Bike.
- "**Return(ing) the Motor Bike**"- means the delivery of the Motor Bike by the hirer to such person or place as stipulated by the owner, on the termination of the agreement at the hirer's own risk and expense in good working order cognizant of normal wear and tear, in a roadworthy condition and in accordance with clause 23 of this agreement.
- "**Schedule**"- means any and all schedules attached to this agreement as amended from time to time and/or other schedules which may at any time hereafter, whether in substitution or addition or by reference to the existing schedules, be annexed to this agreement and which is signed by the parties.
- "**Signature Date**"- means the date on which the last of the signing parties signs this agreement.
- "**Termination Date**"- means the termination date as specified in the schedule.
- "**VAT**"- means the Value Added Tax charged and levied in terms of the Value Added Tax Act No 89 of 1989, as amended, at the prevailing rate, and any other indirect tax additionally imposed.
- "**Motor Bike**"- means the Motor Bike detailed in the schedule hereto or any replacement Motor Bike if the Motor Bike being rented has to be replaced as set out herein.
- "**Motor Bike Category**"- means the categories of Motor Bikes that the owner makes available for hire to its customers from which the hirer selects a Motor Bike. The category determines the monthly rental of the Motor Bike.

B. RENTAL ARRANGEMENT

- Rental of the Motor Bike**
 - The hirer hereby rents from the owner of the Motor Bike on the terms and conditions set out herein.
 - The owner undertakes to provide the hirer with the services stipulated in the agreement, on the terms and conditions set out in this agreement.
 - The rentals set out in the schedule will not vary with prevailing interest rates.
- Payment of Rent and Adjustments to Rent**
 - The hirer shall give to the owner a contract deposit ("CD") as set out in the schedules hereto.
 - The hirer shall pay the owner the rentals shown in the schedule on the due dates set out, free of exchange and at the address of the owner set out in the schedule.
 - The monthly rental payment is an "All-in" contract as stipulated by the schedule.
 - All payments by the hirer to the owner (or its cessionary), in terms of this agreement shall unless otherwise stipulated, be made by debit order, or AEDO/NAEDO, on the hirer's bank account providing for payment on due date into the bank account as set out in the schedule, without deduction or set off of any nature free of exchange, bank costs and other charges.
 - The hirer shall not be entitled to or defer or withhold any payment by reason of setoff or counterclaim or if the Motor Bike is defective, damaged, lost, stolen or cannot be used or operated, or for any other reason whatsoever.
 - The owner is entitled to appropriate any payments received for or on behalf of the hirer to any indebtedness of the hirer from whatsoever nature.
 - The hirer shall not, as long as this agreement remains in force, be entitled to withhold payment or any part thereof for any reason whatsoever.
 - If at any time during the currency of the agreement there is a change in any statutory fees or the premium of the Motor Bike comprehensive insurance premiums paid by the owner, or the cost of other services or in the amount of VAT payable, or any levy, tax, duty or fee imposed by statute, ordinance, by-law or regulation and payable by the owner in respect of the Motor Bike or in respect of the use or ownership of the Motor Bike, then the owner shall be entitled to recover the amount from the hirer either as

and when it arises or, as the case may be, to adjust the amounts payable for the remaining period of this agreement.

- Late Payments**
 - In the event of any rental not being paid on the due date, the hirer shall settle soonest after the due date but at the latest three (3) days after due payment.
- Intended Purpose and Value of Rental Motor Bike**
 - The hirer acknowledges and agrees that:
 - The owner has no knowledge of the purpose for which the Motor Bike is required by the hirer;
 - The owner does not make and has not made any warranties or representations of whatever nature to the hirer in respect of the Motor Bike or to induce the hirer to enter into this agreement;
 - Other than as set out herein, the owner makes no warranties or representations whatsoever whether expressed or implied to the hirer as to the specific condition or suitability of the Motor Bike for any purpose whatsoever, and the hirer hires and accepts the Motor Bike condition in which it was delivered to him;
 - The hirer shall not be entitled to cancel this agreement or to a reduction in rentals in terms of this agreement as a result of any unsuitability of the Motor Bike, howsoever caused.
- Rental Cancellation Dispute**
 - Should the owner cancel this agreement for any reason whatsoever and the hirer disputes such cancellation, the hirer shall continue to pay all rentals and other amounts as the fall due during the period while such dispute exists.
 - Should the dispute be decided or settled in the owners favour, the owner shall be entitled to retain any such amounts paid by the hirer as damages arising out of or as a consequence of such dispute.
- Claims and Indemnity**
 - The owner shall not be liable to the hirer or any third party in respect of any loss, liability, damage (whether direct or consequential), deprivation, inconvenience or expense which the hirer or such third party may suffer as a result of or which may be attributable to:
 - Any act or omission, whether negligent or otherwise, of any Authorised Service Centre in relation to the maintenance, repair or servicing of the Motor Bike.
 - The personal injury to or the death of any person or the loss of or damage to any property, howsoever caused arising out of the rental and use by the hirer or its employees or servants of the Motor Bike.
 - Any act or omission by the owner in the performance of its obligations and the exercise of its rights under this agreement.
 - The hirer hereby indemnifies the owner and its directors, agents, employees and servants against any claim of whatever nature which may be made against any of them arising out of any of the foregoing occurrences.
 - Subject to any other provision of this agreement which specifically provides otherwise, the hirer shall have no claim of any nature whatsoever under this agreement arising out of or in any way directly or indirectly connected with its condition, use, misuse or repair of the Motor Bike whether performed by the owner or on its behalf.
 - Any reference to the owner in this clause shall include any agent, servant, employee or cessionary of the owner.

C. OWNERSHIP ARRANGEMENT

- Ownership**
 - Ownership of the Motor Bike rented in terms hereof shall at times remain vested in the owner, irrespective of the fact that the Motor Bike may be registered in the name of the hirer.
 - The hirer's rights in and to a rental Motor Bike are limited to use and possession thereof in accordance with the terms of this agreement.
- Modifications Prohibited**
 - The hirer shall not alter or modify the Motor Bike in any way.
- Warranties by the Owner**
 - The owner warrants that throughout the duration of this agreement it will supply the use of the Motor Bike and the services set out upon herein provided that the hirer complies with the terms and conditions hereof.
 - The owner shall arrange the initial registration and licensing of the Motor Bike, the cost of which is for the hirer.
 - The hirer shall arrange renewal of such licence and the owner shall not be liable in any manner whatsoever if a renewal licence is not obtained and displayed by the hirer.
 - The owner warrants that it will provide the benefits of a 2 year manufacturer warranty on the Motor Bike. An extended 12 month Warranty may be added to the initial service plan at an additional cost to the hirer, should the hirer require the additional warranty. A copy of the policy may be viewed at the owner's Domicilium.
 - The original 2 year manufacturer warranty will be issued upon signature and delivery of the Motor Bike to the hirer.

D. UTILISATION ARRANGEMENT

- Permitted Use and Care of Rental Motor Bike**
 - Subject to the term hereof the Motor Bike will be used only for the purpose which it was intended for by the manufacturer.
 - The hirer acknowledges having selected the Motor Bike as set out in the schedule and the owner does not warrant that the Motor Bike conform to the hirer's specific application.

- 10.3. The Motor Bike will only be used in the Republic of South Africa.
- 10.4. The Motor Bike will not be driven or used by any person carrying passengers for hire or reward, as a taxi, for self-drive hire, driving tuition, racing or rallying of any kind.
- 10.5. The Motor Bike shall not be loaded in excess or the load of seating capacity specified by the Motor Bike manufacturer or which is permitted by the law.
- 10.6. The Motor Bike shall only be driven or used by a person holding a valid driving license, which license has not been endorsed for any reason whatsoever.
- 10.7. The Motor Bike shall not be driven, at any time by a person under the influence of intoxicating liquor or drugs.
- 10.8. The Motor Bike shall not be used in any unroadworthy condition, or in a condition which is liable to cause danger to any person or property, nor shall the Motor Bike be used in any manner constituting a breach of any statutory or other law, nor shall the Motor Bike be used for any transportation of hazardous materials, including, but not limited to flammable, combustible, acidic, caustic, explosive, or any other dangerous materials as defined by regulations promulgated by any authority in the Republic of South Africa.
- 10.9. The hirer shall:
- At all times be the sole driver of the Motor Bike, or appoint a nominated driver and provide to the owner the details of the nominated driver as well as a copy of the license of the nominated driver;
 - At all times keep the Motor Bike in good working order, fair wear and tear being the only exception;
 - At all times keep the Motor Bike in its possession and under its diligent control and responsible care. This, inter alia, implies ignition locking and removing of keys when the Motor Bike is not in use; keeping the Motor Bike in use in an undamaged, clean and neat condition; ensure that the Motor Bike is not neglected, abused and misused and that is operated in a skilful and proper manner in accordance with the purpose for which it was designed;
 - Notify the owner should possession and/or control of the Motor Bike be lost and take all reasonable and necessary steps to recover and retain control at its own cost;
 - Take such remedial steps as the owner may require upon complaint by the owner that the Motor Bike has been misused or abused;
 - Keep the Motor Bike free from any legal charge or process;
 - Ensure that the Motor Bike is, at all times, kept under adequate security and that all reasonable precautions are taken to guard the Motor Bike against theft or loss;
- 10.10. The hirer shall not:
- Permit the use of the Motor Bike in contravention of the terms and conditions of any insurance policy in the force in respect of the Motor Bike;
 - Permit the fitting or installation of any accessories without prior consent of the owner who shall be entitled to elect on termination that the Motor Bike be restored to the condition thereof at commencement date;
 - Use the Motor Bike for any unlawful purpose in any contravention in any act or by-law applicable to road transportation in the Republic of South Africa;
 - Sell, let, loan, pledge, transfer otherwise deal with or encumber the Motor Bike in any way or permit any lien to arise in respect of the Motor Bike.
- 11. Maintenance and servicing**
- 11.1. The hirer shall ensure that the Motor Bike is maintained, repaired and serviced during the tenor of this agreement at an authorised service centre as prescribed within the Intelento Trade 39 (PTY) Ltd mandatory mechanical service plan, which forms part of this agreement.
- 11.2. Intelento Trade 39 (PTY) Ltd mandatory mechanical service plan must be read, where applicable, in conjunction with the manufacturer's warranty.
- 11.3. The owner shall not be responsible for the maintenance costs of any accessories fitted to the Motor Bike.
- 12. Insurance**
- 12.1. The owner shall install a suitable tracking device in the motorbike in order to ensure the recovery of the motorbike in the event of it being stolen, and shall contract a reputable tracking company to monitor the tracking of the motorbike;
- 12.2. The Hirer shall not at any time remove, or attempt to remove, the tracking device that is installed in the motorbike;
- 12.3. Any breach of the aforementioned clause may cause the agreement to be cancelled in terms of clause 24.2 of this agreement;
- 12.4. All costs of the installation of the tracking device, as well as the monthly monitoring fee, will be for the hirer's account;
- 12.5. The owner shall insure the Motor Bike comprehensively throughout the duration of this agreement against all loss or damage caused by theft, accident (weather as consequence of collusion or otherwise), civil commotion, riot, political or labour disturbance or uprising, force majeure as such other perils as the owner may stipulate, for the market value of the Motor Bike.
- 12.6. All risks of loss, damages or destruction in and to the Motor Bike shall pass to the hirer upon signature of the delivery notes or any other conformation of the receipt in writing for the delivery of the Motor Bike whichever occurs first, and shall remain with the hirer until he has returned the Motor Bike.
- 12.7. All costs of insurance incurred in the terms of this clause will be for the hirer's account.
- 12.8. The hirer agrees that it shall:
- Apply with the terms of the comprehensive insurance policy until the Motor Bike is returned by the hirer to the owner in terms of this agreement.
 - Immediately notify the owner and the insurer if the Motor Bike is damaged, destroyed or lost and duly file with the owner the required insurance claims information in accordance with the terms of the insurance policy.
 - Assist the owner and the insurer in fully investigating, reporting, prosecuting, or defending any claim relating to the Motor Bike;
 - Comply with all of the insurer's and owner's instructions, as the case may be, in relation to the repair or otherwise to the Motor Bike, and the hirer shall inspect the Motor Bike carefully following such repairs so as to insure that they have been properly and efficiently carried out and are complete in all respects. The hirer hereby indemnifies the owner against all loss, liability, damage and expense of any nature whatever arising out of or which may be attributable to any incomplete or insufficient repairs;
 - Be liable forthwith to repay the cost to the owner of the excess of R2000 under the said insurance policy; either in the case of damage to the Motor Bike, or in the case of total loss; (which excess is recorded in the master insurance policy and/or notified to the hirer from time to time).
- 13. Accidents and settlements**
- 13.1. The hirer will inform the owner immediately upon any change to the Motor Bike to determine insurable event status.
- 13.2. "Insurable event" shall mean an event which is a risk referred to in the "comprehensive insurance policy" as defined in this agreement.
- 13.3. Should an insurable event occur in respect of the Motor Bike, the hirer shall:
- Immediately notify the owner and the insurer, if any, and where necessary, the police, in writing thereof, giving full accurate details, and complete forms required by the owner and/or insurer;
 - Continue to pay all rentals and other amounts as they fall due to this agreement notwithstanding that the hirer does not have use to the Motor Bike due to the occurrence of an event as visualised herein.
- 13.4. In the event of an accident damage to the Motor Bike, the hirer shall:
- Immediately deliver of cause the Motor Bike to be delivered to such place as the insurer (or in the absence of the insurer, the owner) may direct and forthwith notify the owner of the address to which the Motor Bike has been delivered;
 - Under no circumstances allow the Motor Bike to be repaired until receipt of written instruction to the effect from the owner and the/or insurer;
 - Be liable to the owner of any short fall between the cost of the repairs (including towing and other charges) and the insurance proceeds, if any, paid to the owner;
 - Be responsible at all times to insure that all accident repairs have been physically screened by the insurer and/or owner and excepted as satisfactory and adequately repaired failing which all costs of detective work will be borne by the hirer.
- 13.5. Should any claim be made or any proceeding instituted against the hirer, the hirer shall immediately notify the owner thereof as soon as the hirer becomes aware thereof and deliver to the owner all documents and processes therewith. The owner shall be entitled to defend, settle or compromise any such claim or proceedings, as it deems fit, and in each instance the hirer indemnifies the owner against such claim or proceedings and this indemnity shall include, without limiting and generality of the foregoing, all legal costs insured by the hirer or an attorney and own client scale and any appeal against such claim.
- 13.6. The hirer shall co-operate fully with the owner and insurer and render all assistance to the owner in the investigation and defence of any claim or any proceedings arising here under and shall cause all its servants and agent and any person connected to its servants and agents who are able to assist to render all such assistance and sign all documents as may be required the investigation and defence of such claim or proceedings.
- 14. Replacement Motor Bike**
- 14.1. The owner shall not be required to provide the hirer with a substitute Motor Bike or to repay the hirer of lack of use of the Motor Bike in any circumstances. However at the hirer's request, and at the sole discretion of the owner, the owner may provide a replacement Motor Bike under a separate agreement to be concluded at the time.
- 14.2. The owner is not obliged to provide a replacement Motor Bike when the rentals Motor Bike is out of operation for the carrying of repairs or maintenance.
- 14.3. Should the owner consent to a replacement Motor Bike the hirer will fully accept said Motor Bike without any complaints.
- 14.4. The hirer shall be responsible for costs relating to the use of any replacement Motor Bike and shall pay to the owner such costs upon demand.
- 15. Registrations, licensing and fines**
- 15.1. The Hirer shall be responsible for and shall pay the initial amount due in respect of Motor Bike registration, licensing and statutory insurance of the Motor Bike (if any) in the schedule herein.
- 15.2. The Motor Bike will be registered in the name of the hirer but ownership will be vested with the owner.
- 15.3. It is the hirer's responsibility thereafter to apply, renew and receive at its own expense all future licenses, tokens, certificates, consents or explanations that may be required by law.
- 15.4. It is the hirer's duty to display all tokens, certificates and licenses (as required from time to time) in terms of prevailing road transportation legislations.
- 15.5. The hirer shall be liable for all fines and penalties arising directly or indirectly out of or in connection with the use, possession, driving or parking of the Motor Bike.
- 15.6. If any Motor Bike related fine is incurred the hirer shall immediately pay the fine provided that if any claim for payment of any fine relating to the Motor Bike is made against the owner, then the owner shall be entitled to pay such a fine without entering into the merits of the claim and to recover the amount thereof together with all costs actually incurred by the owner in respect thereof for the hire forthwith in cash on demand. The owner shall also be entitled to disclaim liability for any fines sent to it by completing the relevant affidavit in respect of such fines.
- 15.7. The owner reserves the right without notice to hire, to pay any such amounts, including registration, licensing, certificated of fitness and statutory insurance costs that are the responsibility of the hirer and to look at the hirer for a reimbursement upon demand.
- 15.8. The hirer shall insure that the Motor Bike does not contravene any law, regulation or bylaw, including statutory provisions relating to roadworthy and mechanical and body conditions.
- 16. Rental Motor Bike safekeeping pending remedy of breach**
- 16.1. Without prejudice to any of the owners' rights in this agreement, should the hirer be in default of this agreement for any reason whatsoever, the owner shall, as the owner elects, be entitled (but not obliged) to require the hirer to deliver the Motor Bike to such place as the owner may require for safe keeping until the hirer has remedied the breach of the owner has exercised its rights in term of breach clause in this agreement.
- 16.2. All Motor Bike risk shall remain with the hirer notwithstanding the owners procession thereof and all costs in connection with the storage, safekeeping and insurance of the Motor Bike as well as all costs arising out of the redelivering thereof to the hirer irrespective of where this takes place, shall be for the hirer's account and shall be payable on demand.
- 17. Delivery**
- 17.1. The hirer shall forthwith take delivery of the Motor Bike free of charge or the owner within three (3) days of the commencement date of the agreement and shall be deemed to constitute good and proper delivery of the Motor Bike by the owner to the hirer.
- 17.2. The hirer shall have no claim whatsoever against the owner in the event of late delivery/non-delivery of the Motor Bike.
- 17.3. The hirer shall hold the Motor Bike of the owner for the duration of this agreement.

18. Inspection

- 18.1. The hirer shall permit the owner or its representative to inspect the Motor Bike at all reasonable times.

19. Contract and excess kilometre

- 19.1. The contract kilometres of travel is as per the attached schedule of agreed kilometres in the maintenance plan, as is agreed to prior to the commencement date as per agreement.
- 19.2. The owner shall be entitled to conduct and review of the distance travelled by the Motor Bike on a monthly basis.
- 19.3. The monthly kilometres travelled may be projected to determine adherence to the contract kilometres.
- 19.4. If the contract kilometres in respect of the Motor Bike has been exceeded on an annualised basis the owner may require the hirer to immediately pay the owner the increased maintenance plan charge, plus VAT, thereon in respect of each kilometre travelled in excess of the contract kilometres.
- 19.5. The excess kilometre charge is determined as per the ruling Automobile Association (AA*) rates.
- 19.6. The odometer reading shall be prima facie evidence of the kilometre distance covered by the Motor Bike for all purposes of this agreement.

20. Termination of monthly rental

- 20.1. The hirer hereby confirms that prior to entering into this agreement; the hirer was provided with an option to choose a Motor Bike from the owner's rental categories and accordingly acknowledges that the monthly rental has been calculated in accordance with the category of Motor Bike selected by the hirer.
- 20.2. Provided that the hirer for the first 24 month of the agreement never breached any terms thereof the owner, on written request of the hirer, which request may only be made after expiry of the first 24 months, may, in the owners sole and absolute digression, agree to early terminate this agreement and to allow the hirer to select another Motor Bike from the Motor Bike categories so as to enable to parties to enter a new rental agreement. The owner may in its sole digression use the exciting CD as the new CD (or a portion of the new CD) on the new rental agreement.

21. Motor Bike return arrangements

- 21.1. The hirer shall not retain the Motor Bike at any time after termination or cancellation date.
- 21.2. On the termination date, or earlier cancellation date of this Agreement for whatever reason, the Hirer shall return the Motor Bike at its own risk and cost to the address of the Owner or the Owner's regional office or agent, as advised by the Owner in writing from time to time, in the return condition described in this Agreement, in default of which the hirer shall be liable for the cost of all repair work required to restore the Motor Bike to the return condition, which repair work shall be determined in accordance herewith, and the cost of which shall be payable by the hirer on demand; and the Hirer shall continue paying the Owner the monthly rentals until the Motor Bike is suitably repaired.
- 21.3. The return of the Motor Bike to the Owner in terms of this Agreement shall include delivery of all handbooks, manuals and all other papers and cards as well as all keys including duplicates and all accessories pertaining to the Motor Bike when originally provided to the hirer.
- 21.4. At the time of return of the Motor Bike, the Motor Bike appraisal form shall be completed by the Owner's appointed agent and a copy of such form will be given to the Hirer who shall be required to sign it. The Owner shall be entitled within three (3) business days thereafter to finally and fully inspect the Motor Bike and notify the Hirer of any work required, in addition to that detailed in the Motor Bike appraisal form, so as to restore the Motor Bike to the required return condition as defined herein. Such notification together with the Motor Bike appraisal form shall constitute prima facie evidence of all matters stated therein for all purposes whatsoever and the Hirer agrees that the Agreement shall continue to run until the Owner has received the Motor Bike back from repair and the Motor Bike meets with the return conditions.

22. Termination and/or Early Termination on Destruction/Total Loss

- 22.1. The Hirer shall not be entitled to terminate this Agreement before the termination date in the relevant schedule hereto without the prior written consent of the Owner.
- 22.2. In the event of the owner so consenting, the hirer shall forthwith return the Motor Bike and shall on demand pay the owner all over due rentals and other amounts.
- 22.3. In the event of it being necessary to value any Motor Bike for any paper whatsoever under this agreement such valuation shall be performed by an independent evaluator appointed by the owner whose valuation shall be binding on the higher.
- 22.4. In the event that the Motor Bike is lost or stolen and is not recovered within a period of 21 (twenty one), or if the Motor Bike is destroyed or damaged beyond repair, and unless the owner elects (in the owners sole digression) to provide the hirer within a further 7 (seven) days with a replacement Motor Bike equivalent to that which was lost, stole, damaged or destroyed; then this agreement shall terminate forthwith.
- 22.5. The Motor Bike is deemed to be beyond repair if the insurer elects to treat it as a total loss or if the owner notifies the hirer in writing that in the owner's opinion the Motor Bike has been damaged beyond repair.
- 22.6. If the insurer elects to treat the Motor Bike as a total loss within specified recovery period then:
- a) Upon the successful settlement claim by the owner, the owner will cancel this agreement or the owner may in its sole and absolute digression offer a new agreement; or
- b) Upon an unsuccessful claim by the owner the hirer shall be liable for a amount equal to a market value of the Motor Bike; or
- c) Pursuant to the above owner may enter into a new agreement with said hirer.
- 22.7. On termination of this agreement pursuant to loss or destruction as set out above, the hirer shall nevertheless remain obliged to pay the owner any amounts then outstanding in the terms of this agreement.

23. Motor Bike return condition

- 23.1. The hirer shall return the Motor Bike as stipulated within the schedule in this agreement.
- 23.2. The hirer is aware that the Motor Bike is rented in the condition in which it is at the commencement date and the hirer will have no claims of whatsoever nature against the owner from whatsoever cause arising relating to the condition of the Motor Bike.
- 23.3. The owner shall be entitled to claim all arrear rentals and other related amounts due and payable but unpaid that may be due or that became due.
- 23.4. Upon its return, the Motor Bike shall be in a roadworthy condition and to be in compliance, fair wear and tear expected, with the following minimum standards;
- a) Chassis, frame and integral construction members to be free from fractures, inadequate repairs, cracks, looseness or distortion;
- b) Springs, spring hangers, shock absorbers and steering mechanisms to be in good working order and the suspension anchorages free from fractions and

distortion cause by impact damage;

- c) Panels to be sound and free from dents cracks or rusting or other faults paint discolouration or colour differences or disfigurements due to impact or accident damage or inadequate repair or maintenance;
- d) All light, indicator, and kill switches to be operating effectively;
- e) All head lamps and tail lights clusters and mirrors to be free from cracks and chips;
- f) Upholstery to be cleaned and free from tears, hole, stains and unsightly repairs;
- g) Tyres, including the spare tyre to be free from damage.
- 23.5. Fair wear and tear on return of the Motor Bike shall exclude entirely:
- a) Scrapes, scratches, abrasion and any other damage to the paint work, body work guttering or chrome work of the Motor Bike irrespective of how much damage arose;
- b) Damage to the seat of the Motor Bike, whether occasioned by tears rips, cuts, stain or burns from whatever cause arising;
- c) Any missing engine components, accessories and tools provided with the Motor Bike;
- d) Damage to treads and/or sidewalls of tyres;
- e) Any broken or cracked glasswork whether in respect of mirrors, indicator light, head or tail lenses or glass work or whatever other nature.
- 23.6. Any disputes between the parties as to whether the motorbike has been returned in the condition agreed to the arrangement or as to the work required to restore the Motor Bike in such condition shall be referred to the technical advisor or to the automobile association of south Africa, who shall act as an expert and not as an arbitrator, and who's digression shall be final and binding on the parties, and who's cost shall be borne by the hirer and determined by the technical advisor.
- 23.7. The owner or its representative, together with the hirer or its agent, shall inspect the Motor Bike immediately upon return and complete a written termination Motor Bike condition report forthwith. Any cost to rectify defect identified in the report fair wear and tear expected, will be payable by the hirer upon demand.
- 23.8. Whenever the agreement is determinate and/or cancelled, or whatever reason it is agreed that the owner may set off any amount due and payable as on date of termination and/or cancellation of the agreement by the owner to the hirer, in respect of the "CD" as against cost and uncured by owner so as to restore the Motor Bike to the condition as it is required by clauses 23.1 to 23.7 of this agreement.

24. Breach

- 24.1. Should the hirer;
- a) Default in the punctual payment of any amount payable on the due date; or
- b) Default on any amount due in term of this agreement on the due date; or
- c) Fail to pay any other amount due and payable in term of this agreement; or
- d) Fail to observe or perform any other material term or condition of this agreement; or
- e) Have made any incorrect or untrue statement leading up to this agreement; or
- f) Do or cause to be done anything which may project the owners' rights herein; or
- g) Commit any act of insolvency or, being a natural person, surrender his estate or to be sequestrated or placed under judicial management whether provisional or final; or
- h) Abandon the Motor Bike; or
- i) Compromise with his creditors or endeavour to do so; or
- j) Have made any inaccurate statement or misinterpretations in connection with this agreement or his financial affairs in order to induce the owner to enter into this agreement; or
- k) Do or suffer anything to be done by which may prejudice the owners' rights under this agreement; or
- l) Allow the Motor Bike to be seized under any legal process issued against the hirer and fail to remedy any such breach within seven (7) days after dispatch of written notice by the owner calling upon the hirer to do so; or
- m) Neglect to pay the owner the cost of the tow truck services rendered to collect the Motor Bike within seven (7) days; or
- n) Experience or incur more than two incidents or events per annum which are insurable claims under the owners comprehensive motor insurance policy on the Motor Bike; or
- o) Upon the happening of any of these events which are irreversible by the hirer, or if reversible upon the owner having given written notice requesting the hirer to remedy such event of default, and such event of default not having been remedied within seven (7) days.
- 24.2. The owner will be entitled to, in its election and without prejudice to any of its other rights cancel the agreement, take possession of the Motor Bike and claim all arrear amounts due and payable. In the event that the owner is unable to recover the Motor Bike within seven (7) days from the date of cancellation of the agreement, then the owner will be entitled to claim as damages from the hirer an amount equal to the market value of the Motor Bike.

D. GENERAL MATTERS

25. Period

- 25.1. This agreement will commence on the commencement date and will terminate on the termination date.

26. No relaxation or tolerance

- 26.1. No relaxation or tolerance granted by the owner granted by the owner to the hirer in regard to any of the terms and conditions of this agreement is deemed to be a waiver of any of the owner's rights nor is any such relaxation or tolerance deemed to be novation of any terms and conditions of this agreement.

27. Cession

- 27.1. The owner shall be entitled to cede all or any of the owner's rights under this agreement including the rights of ownership of the Motor Bike either absolutely or as collateral security without notice to the hirer and the hirer shall hold the Motor Bike on behalf of and in accordance with the instructions and directions of such cessionary and shall, if so required by the owner or any cessionary, make all payments due in terms of this agreement directly to such cessionary.
- 27.2. The hirer consents to the splitting of claims against it that may be occasioned by such cession.
- 27.3. The hirer may not cede any of the hirer rights or obligation hereunder.

28. Right of effecting compliance

- 28.1. Should the hirer fail to comply with any of the provisions of this agreement, the owner shall be entitled to effect such compliance on behalf of the hirer.
- 28.2. All costs and expenses incurred by the owner in such doing or otherwise in protecting the owner's title or the condition of the Motor Bike will be paid by the hirer to the owner on demand.

29. Jurisdiction

- 29.1. The hirer hereby agrees and consents to the jurisdiction of the magistrate's court having jurisdiction over the hirer's person in respect of all legal proceedings which may arise directly or indirectly out of or in connection with this agreement, notwithstanding that the value of the matter in dispute may exceed the magistrate court's jurisdiction.
- 29.2. Notwithstanding the foregoing, the owner is entitled to institute proceedings against the division of the high court having jurisdiction in this matter.
- 29.3. The agreement shall be interpreted in all respects in accordance with the laws of the Republic of South Africa.
- 29.4. In the event of any of the provisions contained in this agreement being in conflict with any law in force in the Republic of South Africa, then such provision shall be deemed to be amended only to the extent necessary to bring it into compliance with such law.

30. Consequential loss, liability and restrictions

- 30.1. The owner shall under no circumstances be liable to the hirer in respect of any damage to person or property of whatsoever nature or whatsoever arising, whether direct or consequential or special or general resulting from the use of the Motor Bike, the late delivery thereof for whatsoever reason whether occasioned by any fault or negligence on the part of owner or otherwise, or the fact that the Motor Bike does not function properly or at all at any penalties and claims whatsoever and howsoever arising from or connected with the Motor Bike or to use or procession thereof.
- 30.2. The owner shall not be liable to make any rental rebate in any respect regarding any condition to the hirer whatsoever.

31. Obligation to pay during disputes

- 31.1. In the event of the hirer disputing the cancellation of the agreement by the owner the hirer is obliged to continue to pay the rentals in term hereof when they fall due and should the dispute be determined in favour of the hirer then such payments are deemed to be payments on account of damages.

32. Unenforceability

- 32.1. Each paragraph of this agreement is severable the one from the other and if any paragraph is found by any competent court to be defensive or an enforceable for any reason whatsoever, the remaining paragraphs shall continue to be of full force and effect.

33. Disclosures by hirer

- 33.1. The hirer warrants, such warranty being material and going to the root of this agreement, that all information supply by hirer or anyone on its behalf is true and correct in all material respect.
- 33.2. Should any registration numbers, other identification number or details not be known to the owner at the date on which the hirer signs any schedule hereto, the hirer consents to the owner inserting such number or details when these become known to then and agrees that all such insertions will be binding upon it.

34. Domicilium

- 34.1. The parties hereby choose then that Domicilium citandi et executandi for all notices, processes and any other matter as indicated in this agreement (see schedules).
- 34.2. Any notice of any changes or addresses must be given in writing by the party consented and delivered by hand, by facsimile, or sent by pre-paid registered mail to the other party and shall be deemed to be received on the day after its delivered by hand, on the same date as facsimile or seven (7) days after it has been posted.
- 34.3. The address so notified then becomes the Domicilium citandi et executandi. The hirer will advise the owner in writing of the full name and address of the premises where the Motor Bike is kept. Any changes must be immediately communicated in writing to the owner.

35. Expenses, cost and duties

- 35.1. All proven costs and disbursements including legal costs (including fees) to an attorney (on a scale as between an attorney and his own client) and accrued by the owner and enforcing any of the terms of this agreement, or recovery procession of the Motor Bike and/or in perusing the hirer of the Motor Bike and/or disposing of the Motor Bike and/or in collecting or Endeavouring to collect any amount due in terms of this agreement, and any location, collection (including commission), selling (including commission), repossession disposal, dismantling and removal charges, costs of repairing and restoring the Motor Bike to its former condition, the cost of storage and all like charges are payable by the hirer on demand.
- 35.2. All stamp duty payable in respect of this agreement as well as any accompanying surety or other collateral documents will be for the account of the hirer and payable on demand.

36. Representation by owner

- 36.1. The parties agree and acknowledge that:
 - a) Prior to signature to this agreement, the owner may have had general discussions and/or made disclosure and/or may have given general advice to the hirer and/or its representatives in the ordinary cause of business relating to the subject matter of this agreement and matter incidental thereto;
 - b) The owner does not warrant in any manner whatsoever, the correctness of any discussion and/or disclosure made and/or advice given by the Owner as contemplated in above and accordingly, neither the Owner nor any of its members, directors, agents or employees ("indemnified parties") shall be liable for any losses, liability, damages and/or cost which the Hirer and/or any third party may suffer or incur as a result of, or which may be attributable (directly or indirectly) to such discussions and/or advises;
 - c) The Hirer
 - (i) Hereby indemnifies the indemnified parties against any claim of whatsoever nature which may be against any of them arising out of any or connection with the Hirer acting or falling to act on any discussion and/or disclosure and/or advice given as contemplated above;
 - (ii) Shall not be entitled to withhold or defer any amounts due in terms of this Agreement for any reason whatsoever.
 - (iii) Shall, under no circumstances, have any claims against the indemnified parties for consequential loss however.

37. Whole agreement

- 37.1. This agreement and the schedule hereto is the whole agreement between the parties in relation to the Motor Bike and no variation and no amendment thereof will be any force and effect unless agreed to in writing by both parties
- 37.2. The hirer agrees that prior to the signature date, this agreement and schedule was fully completed and that the particulars set forth therein are true and correct; save that if any of the information relating to the Motor Bike was not available on the signature date if any information on a schedule is incorrect, the hirer hereby authorises the owner to insert and/or correct such information in the schedule and agrees that such inserted and/or corrected information shall be binding upon the hirer.
- 37.3. This agreement constitutes the whole agreement between the hirer and the owner and nothing at variance hereto shall be of any force or effect unless agreed to by the owner in writing.

38. Conclusion of Agreement

- 38.1. This Agreement shall constitute as a legal and binding contract only once the Owner has executed this Agreement.

F. ABRIDGED SUMMARY

Parties: Intelento Trade 39 (PTY) Ltd and yourself

Contact Number:

Rental Motor Bike: We rent the Motor Bike to you for a specific period; typically two years. As part of the rental we insure the Motor Bike and provide the services described below.

Ownership: We remain the owner of the Motor Bike and you return it us at the end of the rental period in the agreed condition. You do not acquire ownership.

Disclosures by Hirer: We rely on you supplying us with truthful information.

Kilometre Limits: You must not drive the Motor Bike in excess of the kilometre limit set out in the Agreement schedule. If you do we can terminate and/or recover the excess kilometre charge set out in the Agreement.

Fitness for intended purpose: While every care has been taken to ensure your Motor Bike is in good condition, and a Motor Bike warranty is provided for full period, we do not guarantee that the Motor Bike is fit form your intended use.

Licensing and registration: we supply the Motor Bike licensed and registered. You must however renew and display the license as required by law.

Delivery: you must take prompt delivery of the Motor Bike and notify us on any problems related to delivery.

Payment of rent: it is crucial that you pay us the rent due and in full. Your rental obligations are set out in the agreement schedule.

Adjustments to rent: if the law changes after the start of the rental agreement we may have to alter the rent to comply with it.

Other variations of rental: the rentals set put in the schedule will not vary with prevailing interest rates.

Insured risks: we have taken out comprehensive insurance on the Motor Bike. You must comply with the Motor Bike insurance requirements and a copy of the policy is available to you on request.

General use and care of the Motor Bike: You must use the Motor Bike in accordance with manufacturer instructions ;obey the traffic laws and use the Motor Bike with a good standard of skills and care ;keep it in a secure location in your possession and in South-Africa ;not allow anyone else to acquire rights over it; not use it for business / racing /transporting hazardous substances etc.; not overload it ;not modify it in any way; keep your driver's licence valid ;service and maintain it in a clean and roadworthy condition ; not allow it to be used by anyone who is unlicensed, or use it under the influence of alcohol or drugs etc.

Servicing and maintenance: you must maintain the Motor Bike during this agreement all servicing and maintenance it to be done at the service centre. The full details are in your agreement.

Inspection: you must permit us to inspect the Motor Bike at all reasonable times.

Licensing and fines: after delivery and till the return of the Motor Bike, you must pay these promptly as they become due.

Conditions of Motor Bike and return of Motor Bike: you must return the Motor Bike to us on the termination date in the schedule of our agreement; the conditions must be set out in the schedule. Any disputes as to whether a Motor Bike meet the specific condition shall be referred to the technical advisor of Automobile Association of South Africa for final decision.

Change of premises: you must keep us informed as to where you keep the Motor Bike.

Breach: there are many possible situations of breach of the agreement, if you commit a breach, we can terminate the agreement, repossess the Motor Bike and/or sue for damages and for all arrear amounts plus an amount equal to the market value of the Motor Bike if the is not returned at our procession within seven (7) days from termination.

Payment of the "CD" although we have agreed to on termination of agreement after the termination date as defined in clause A of the agreement, replay the "CD" to you we will be entitled of all cost incurred in repairing the Motor Bike to the condition as determined by clause 23 against agreement of such refund.

Termination on destruction/Total loss: if the Motor Bike is stolen or destroyed we may elect to provide you with an interim Motor Bike if it is possible to do so. Intelento Trade 39 (PTY) Ltd will then decide how to continue.

Consequential loss and liability: we shall under no circumstances be liable in respect of any consequential loss or damage to person or property of whatsoever nature and howsoever arising. We are also not liable for any act or omission of any authorised service centre.

Cession: we are entitle to cede all or any of our rights under this agreement including the rights of ownership of the Motor Bike either absolutely or as a collateral security without notice, you may not cede any of our rights or obligations.

Comprehensive insurance on the Motor Bike:

We have insured the Motor Bike under a standard comprehensive Motor Bike insurance policy.

You must comply with all the terms of the insurance policy until the Motor Bike is returned to us; Immediately notify us if the Motor Bike is damaged, destroyed or lost; file with us the completed required forms to enable us to claim; assist us investigating, reporting, prosecuting or defending any claim relating to the Motor Bike. If the insurer elects to repair the Motor Bike, allow us to effect repairs; and refund us the excess which will be charged to us under the insurance policy.

2 Year Motor Bike Mechanical Breakdown Warranty:

We have insured the motor bike for 2 years against major mechanical failure. The terms of this benefit are in your agreement schedule.

For your ease of reference the above is a summary of the main terms of your agreement. However it is for your convenience only and has no legal effect and does not alter, replace or override the agreement which remains the binding contract between us at all times.