



**ANNEXURE "A"**

**KINDLY FURNISH NEOFIBRE WITH ONE OF THE FOLLOWING ALTERNATIVES:**

**ALTERNATIVE 1**

For Subscribers with an internet package of R500.00 (FIVE HUNDRED RAND) or more per month on subscription. Choose ONE of the following options:

**OPTION A:**

Once off payment: R950.00 (NINE HUNDRED AND FIFTY RAND).

1. This rental option is subjected to a 24 (TWENTY FOUR) month contract.
2. This rental option cannot be cancelled or downgraded within this rental period of 24 (TWENTY FOUR) months.
3. In the event where the equipment must be moved to a new address and subject to the availability of the network coverage:
  - 3.1 A call out fee will be charged for the new set-up, installation as well connection of the equipment.
4. The rental will run in conjunction with the chosen internet package.
5. Package may be upgraded but not downgraded.
- 6.1 The equipment will remain the property of NEOFIBRE.
- 6.2 NEOFIBRE herewith agrees to maintain the equipment in a working condition.
- 6.3 NEOFIBRE will replace the damaged equipment however NEOFIBRE shall not be liable and/or responsible for damage caused by lightning, customer/subscriber's negligence and/or equipment used for purposes not specifically being part of the design of such equipment.

**NOTE: All call out and travel charges are for your account.**

**NOTE: All equipment will remain the property of NEOFIBRE and are subject to the terms and conditions as per application form.**

**OPTION B:**

Once off payment: R3500,00 (THREE THOUSAND FIVE HUNDRED RAND).

1. This rental option is subject to a 12 (TWELVE) month contract.
2. This rental option cannot be cancelled or downgraded within this 12(TWELVE) month rental period.
3. In the event where the equipment must be moved to a new address and subject to the availability of the network coverage:
  - 3.1 A call out fee will be charged for the new set-up, installation as well connection of the equipment.
4. The rental will run in conjunction with the chosen internet package.
5. Package may be upgraded but not downgraded.
- 6.1 The equipment will remain the property of NEOFIBRE.
- 6.2 NEOFIBRE herewith agrees to maintain the equipment in a working condition.

INITIAL \_\_\_\_\_

- 6.3 NEOFIBRE will replace the damaged equipment however NEOFIBRE shall not be liable and/or responsible for damage caused by lightning, customer/subscriber's negligence and/or equipment used for purposes not specifically being part of the design of such equipment.

**NOTE: All call out and travel charges are for your account.**

**NOTE: All equipment will remain the property of NEOFIBRE and are subject to the terms and conditions as per application form.**

### ALTERNATIVE 2

For Subscribers with internet packages of less than R500.00 (FIVE HUNDRED RAND) per month on subscriptions.

Choose ONE of the following options:

#### OPTION A:

1. Once off payment: R3600.00 (THREE THOUSAND SIX HUNDRED RAND).
2. This rental option is subjected to a 24 (TWENTY FOUR) month contract.
3. This rental option cannot be cancelled or downgraded within this 24 (TWENTY FOUR) month rental period.
3. In the event where the equipment must be moved to a new address and subject to the availability of the network coverage:
  - 3.1 A call out fee will be charged for the new set-up, installation as well connection of the equipment.
4. The rental will run in conjunction with the chosen internet package.
5. Package may be upgraded but not downgraded.
- 6.1 The equipment will remain the property of NEOFIBRE.
- 6.2 NEOFIBRE herewith agrees to maintain the equipment in a working condition.
- 6.3 NEOFIBRE will replace the damaged equipment however NEOFIBRE shall not be liable and/or responsible for damage caused by lightning, customer/subscriber's negligence and/or equipment used for purposes not specifically being part of the design of such equipment.

**NOTE: All call out and travel charges are for your account.**

**NOTE: All equipment will remain the property of NEOFIBRE and are subject to the terms and conditions as per application form.**

#### OPTION B:

Once off payment: R4000.00 (FOUR THOUSAND RAND).

1. This rental option is subject to a 12 (TWELVE) month contract
2. This rental option cannot be cancelled or downgraded within this 12 (TWELVE) month rental period.
3. In the event where the equipment must be moved to a new address and subject to the availability of the network coverage:
  - 3.1 A call out fee will be charged for the new set-up, installation as well connection of the equipment.
4. The rental will run in conjunction with the chosen internet package.
5. Package may be upgraded but not downgraded.
- 6.1 The equipment will remain the property of NEOFIBRE.
- 6.2 NEOFIBRE herewith agrees to maintain the equipment in a working condition.
- 6.3 NEOFIBRE will replace the damaged equipment however NEOFIBRE shall not be liable and/or responsible for damage caused by lightning, customer/subscriber's negligence and/or equipment used for purposes not specifically being part of the design of such equipment.

**NOTE: All call out and travel charges are for your account.**

INITIAL \_\_\_\_\_

**NOTE: All equipment will remain the property of NEOFIBRE and are subject to the terms and conditions as per application form.**

### ALTERNATIVE 3

For Subscribers with an internet packages pertaining to line rental subscriptions.

#### OPTION A:

- 1.1 Once off payment, only applicable in the event where the Subscriber does not have own equipment, R 4 500.00 (FOUR THOUSAND FIVE HUNDRED RAND).
- 1.2 Alternative to the above and in the event where the Subscriber possess own equipment, NEOFIBRE will charge an activation/installation fee of R 150.00 (ONE HUNDRED AND FIFTY RAND).
2. This option is subjected to a month to month contract.
- 2.1. This option can be cancelled and or downgraded in the event where the Subscriber notifies NEOFIBRE in writing 30(Thirty) days prior to the intended termination date.
3. In the event where the equipment must be moved to a new address and subject to the availability of the network coverage:
  - 3.1 A call out fee will be charged for the new set-up, installation as well connection of the equipment.
4. This internet package may be upgraded.
5. The equipment will remain the property of the user.
6. NEOFIBRE is not responsible or in any way whatsoever responsible for faulty equipment and or any damage sustained to the equipment of the user.

**NOTE: All call out and travel charges are for your account.**

#### TERMS AND CONDITIONS

The following shall be the general terms and conditions applicable in this rental agreement and shall be read as such. The Parties to this rental agreement therefore acknowledge and agrees herewith to the following terms and conditions.

NOTE: In the event where the Terms and Conditions refers to a Lessee it shall be read as if it is the Subscriber as per application form. In the event where the Terms and Conditions refers to the Lessor it shall be read as if it is NEOFIBRE as set out in the application form.

#### 1. INDEMNITY

##### ALTERNATIVE 1, ALTERNATIVE 2 AND ALTERNATIVE 3

The Lessee herewith indemnifies NEOFIBRE against, and hold NEOFIBRE harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the property subjected to this rental agreement, but not limited to the manufacture, selection, delivery, use, operation or return of such property.

#### 2. LOSS OR DAMAGE

##### ALTERNATIVE 1, ALTERNATIVE 2 AND ALTERNATIVE 3

- a. Upon activation and installation of equipment, NEOFIBRE offers a warrantee of up to 12 (TWELVE) months', this warrantee will exclude lightning damage on all equipment. Note that all standard Terms and Conditions will apply.
- b. NEOFIBRE gives a 30 (THIRTY) day workmanship guarantee on all new installations done by NEOFIBRE.
- c. The Lessee agrees that any and all changes and/or improvements and/or repairs to the equipment are done for the Lessee's account, unless the damage and/or fault are so incurred as a result of the NEOFIBRE's negligence.
- d. It is standard policy of NEOFIBRE to pre-advise the Lessee of any potential costs in the form of:

INITIAL \_\_\_\_\_

- (i) a formal quote, in the event where the exact fault is known; or
- (ii) an estimate, in the event where a non site evaluation is required.

**3. LOCATION AND MAINTENANCE**

**ALTERNATIVE 1 AND ALTERNATIVE 2**

- a. At the Lessee's own risk, the Lessee shall use or permit the use of the equipment solely at the location specified in this lease, or if none is specified, at Lessee's billing address set forth above and such equipment shall not be moved without Lessor's prior written consent. The Lessee shall not use the equipment unlawfully, and shall not alter the equipment without prior written consent. Lessor shall not be liable for loss of profit or other consequential damages resulting from theft, destruction, or disrepair of the equipment, and there shall be no abatement of the lease payments on account of any such theft, destruction or disrepair.
- b. The Lessee, shall maintain the equipment at its own expense.

**4. SURRENDER**

**ALTERNATIVE 1 AND ALTERNATIVE 2**

- a. On expiration of the lease term or demand by Lessor pursuant to Section Thirteen of the Subscriber Agreement, the Lessee at the Lessee's expense, shall return the equipment in good condition, ordinary wear and tear expected, to NEOFIBRE'S offices.

**5. PERSONAL PROPERTY**

**ALTERNATIVE 1 AND ALTERNATIVE 2**

- a. The equipment is, and shall at all times remain, property of the Lessor, and the Lessee shall have no right, title, or interest except as expressly set forth in this lease. The equipment is and shall at all times be and remain personal property of the Lessor, although the equipment or any part of it may now be or hereafter become in any manner affixed or attached to real property or use of any improvements. All additions and/ or improvements to the equipment of any kind or nature by Lessee shall become component parts of the equipment, and title shall immediately vest in Lessor and be governed by the terms of this lease.

**6. REMEDIES**

**ALTERNATIVE 1**

- a. Elect that the rental payments due be accelerated and the entire amount of rental be due immediately;
- b. Terminate this lease;
- c. Enter on Lessees' premises and without any court order or other process of law repossess and remove the equipment's, whether with or without notice to Lessee; any such shall not constitute a termination of this lease unless the Lessor so notifies Lessee in writing, and the Lessor shall have the right, as its option to lease the equipment to any other person or persons on such terms and conditions as Lessor shall determine; or
- d. In the event where acceleration as above is exercised, the amount shall be due from lessee, and lessee will immediately pay to Lessor, the difference between the total amount of rentals to be received from any third person or the purchase price at such sale, as the termination be, and the total unpaid rental provided to be paid, together with the case may estimate fair market value of the equipment for the original lease date, plus all costs and expenses of Lessor in repossessing, releasing, transporting, repairing, selling, or otherwise handling equipment.

**7. NOTICE ON DEMAND**

**ALTERNATIVE 1, ALTERNATIVE 2 AND ALTERNATIVE 3**

- a. Service of all notices under this agreement shall be sent by South African registered or certified mail as well as e-mail addresses to the parties involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

**8. MISCELLANEOUS**

**ALTERNATIVE 1, ALTERNATIVE 2 AND ALTERNATIVE 3**

- a. This instrument constitutes the entire agreement between Lessor and Lessee and is irrevocable for its term and for the aggregate rentals reserved above, and it shall not be amended, altered, or varied except in the event where such alteration is reduced to in writing and signed by both parties. If more than one lessee is named in the lease, the liability shall be joint and several. If any portion of this lease is deemed to be invalid, it shall not affect the rest of this agreement. Headings or titles to the paragraphs of this lease are solely for the convenience of the parties and not an

INITIAL \_\_\_\_\_

aid to the interpretation of this agreement. Lessee applies to Lessor for a lease of the above-described equipment for private purposes and agrees that this lease is to be construed as a consumer contract.

NEOFIBRE CC the Lessor accepts by executing the lease below,

I \_\_\_\_\_ the Lessee agrees to rent from lessor and lessor agrees to rent to lessee, the equipment, on all of the terms and conditions set out in this lease.

Thus done at \_\_\_\_\_ and signed on this the \_\_\_\_\_ day of 20\_\_

Signature of Applicant/Lessee

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Thus done at \_\_\_\_\_ and signed on this the \_\_\_\_\_ day of 20\_\_

Signature of Employee/Agent/Representative of NEOFIBRE/ Lessor

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

INITIAL \_\_\_\_\_