

TERMS AND CONDITIONS OF AGREEMENT

1. THE EQUIPMENT (which is described in the schedule overleaf) shall remain the sole and absolute property of the Owners and the Hirer shall not sell, assign, pledge, underlet, lend or otherwise deal with or part with possession of the Equipment and shall not without the Owner's written consent, remove the Equipment from the Installation Address set out overleaf and will protect the Equipment against distress, execution or seizure, and indemnify the OWNERS against all losses, theft, costs, charges, damages and expenses incurred by the OWNERS by reason or respect thereof.
2. THE OWNERS shall supply the Hirer with a copy of this Agreement.
3. THE OWNERS reserve the right (subject to any governmental regulations for the time being in force) to vary the rates of Hire payable hereunder upon giving to the Hirer not less than TWO MONTHS' PREVIOUS WRITTEN NOTICE to that effect provided that without prejudice to any other right of termination herein contained, the Hirer may terminate this Agreement at the expiry of such notice of variation by giving to the OWNERS not less than one calendar month's previous written notice.
4. (a) THE HIRER shall use the Equipment in a careful and proper manner, and shall not, without the written permission of the OWNERS open the outercase of the EQUIPMENT, or in any way adjust or attempt to adjust any of the component parts contained in such case
 (b) THE HIRER shall indemnify the OWNERS and keep them indemnified against all loss of the Equipment howsoever occasioned.
 (c) THE OWNERS, their servants and agents, may at all reasonable times enter the HIRER'S premises for the purpose of viewing the condition of the Equipment and carrying out such replacements, repairs and adjustments as may be necessary.
5. THE HIRER shall pay promptly all hire charges due to the Owners at their place of business. If for the mutual convenience of the parties to this Agreement the Hire Charge should be collected periodically by the Owners or their accredited agents or representatives the Hirer shall not thereby be released from his or her liability to take or send the hire to the Owner's place of business if any reason the Owners should fail to call for the Hire Charge at the agreed time.
6. (a) THE HIRER may terminate this Agreement after the expiration of six months from the date hereof by giving to the owner not less than one calendar month's previous written notice to commence from the next due date for the payments of rent.
 (b) THE OWNERS may likewise terminate this Agreement after the expiration of six months the date hereof by giving to the Hirer not less than one month's previous written notice to commence from the next due date for the payment of hire without assigning any reason herefor.
 c) SHOULD the Hirer reside in premises outside the area to which the owners have at that time extended their service facilities the Owners shall not be required to provide free service facilities at those premises.
 (d) IN THE EVENT of the Agreement being terminated under the provisions of these conditions the Hirer shall pay to the Owners all Hire due in respect of the period down to the date of termination.
7. SHOULD the Hirer commit any breach of the terms and conditions of this agreement or fail to pay any rental or other amount of money due under this agreement on due date or should his/her estate be assigned surrendered or sequestrated or should he/she compromise with his/her creditors or should he or she have recorded against him/her any judgment of any Court which remains unsatisfied or unrescinded for a period of longer than seven days or should he/she have made any incorrect or untrue statement or representation in connection with this agreement or the proposal relative thereto, or do or suffer to be done any act or thing which may prejudice the Owner's rights under this agreement, the Owner shall have the right to terminate this agreement forthwith, re-take possession of the equipment, recover from the Hirer all rental and in addition damages for injury to the equipment and/or depreciation and any other loss suffered by the Owner by reason of such termination or otherwise and all expenses directly related to the recovery of the equipment, together with any collection charged or other legal expenses incurred by the Owner. In the event of the owner exercising the right to cancel this agreement the Hirer shall be bound to return the equipment at his/her risk and expense to the Owner or as the Owner shall direct, and there shall be forfeited to the Owner who shall be entitled to retain all monies paid by the Hirer under this agreement.
8. IN THE EVENT of this Agreement being terminated in any manner whatsoever the Owners, their servants or agents shall be entitled to enter the premises where the Equipment is installed for the purpose of re-taking possession thereof, whether or not the Hirer or any agent or servant of the Hirer is present, and any person who is in apparent authority at such premises who grants entry to the Owners or such other persons shall be deemed to do so as the agents of and at the request of the Hirer.
9. THE OWNERS shall be entitled at any time to assign or cede the benefit of this Agreement to any person, firm or company without the prior consent of the Hirer and the Hirer hereby waives his/her right to notification of such assignment or cession and hereby agrees and undertakes to effect payment of any hire charges or installations due in terms of this agreement to such persons and at such places in Harare/Bulawayo as the owners or their successors in title cedents, or assigns may from time to time in writing designate,
10. THE GRANTING of time or indulgence of any nature by the Owners shall not affect the liability of the Hirer or invalidate the rights of the Owners under this Agreement.
11. THE PARTIES do hereby consent and agree to submit any dispute, claim, action or proceeding which may arise out of or may be incidental to this agreement to the jurisdiction of the Magistrates' Court, Harare/Bulawayo, notwithstanding the fact that such dispute, claim, action or proceeding may ordinarily be beyond the jurisdiction of such forum.
12. THE HIRER hereby agrees and undertakes to pay interest at the rate of 80 per cent per annum on any instalments which may be in arrear in terms of this agreement.
13. THE HIRER hereby chooses at his/her domicilium citandi and executandi the premises upon which the equipment shall be delivered upon the signature of this agreement, the full address of which appears on the first page thereof as the "installation address".
14. THE HIRER hereby agrees and undertakes not to remove the equipment from the aforesaid installation address without the owner's written consent being first had and obtained, which removal however shall not affect the domicilium citandi and executandi given by the hirer in terms of clause 13 hereof unless the hirer shall have notified the owner of this fact in writing.
15. Insurance Cover for the equipment is available and included in this lease agreement. For details of cover and terms and conditions, please refer to the insurance pamphlet.

Note - A Television/Listeners Licence should be obtained immediately by the Hirer from any Post Office.
 THE HIRER acknowledges that he/she has read and understood the terms and conditions set out in this agreement and that the information given by him/her in connection therewith is true and correct, that he/she has examined the equipment and has satisfied himself/herself that it is in good order and condition, and the Hirer will make the next payment of monthly hire due on

----- HIRER -----
 Address where goods are kept.....

Delivery Instruction

I.....hereby duly authorise that
 ID number.....may receive products purchased on this account on my behalf, in my
 absence when delivery is made by Innscor Credit Retail.

Signed..... Date.....

**N.B. SEE CLAUSE 14. GOODS NOT BE REMOVED WITHOUT NOTICE
 TENDER OF CESSION AND NOTIFICATION TO HIRER OF CESSION**

We do hereby tender the cession of this agreement to.....and we do hereby warrant that the information contained in the agreement is true and correct. Notice is hereby given to the hirer on our own behalf and on behalf of the saidthat we are about to cede our rights under the forgoing agreement to.....or its assignees. Signature of owner.....

For and behalf of Vision Electronics (Pvt.) Ltd

ACKNOWLEDGEMENT OF NOTIFICATION OF CESSION AND TRANSFER OF OWNERSHIP

I/We have read the above notice and accept notice of the said cession/or sale.

DATE..... SIGNATURE OF HIRER.....
 ASSISTED BY LEGAL GUARDIAN/GUARANTOR.....

CREDIT ACCEPTANCE

1 CREDIT CLEARANCE.....
 2 JUDGEMENTS.....
 3 STOP ORDER MANDATE COMPLETED.....
 CREDIT APPROVED BY.....CHECKED BY.....

Vetting and form movement	By	Date