

# Future

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## MOTOR LEASE

### SCHEDULE TO RENTAL AGREEMENT CONCLUDED BETWEEN

JA DE PAIVA WHEELS CC

AND

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#### 1. THE CORPORATION

- 1.1 Name: JA DE PAIVA WHEELS CC trading as Future Motor Lease  
Registration Number: 2005/179878/23  
represented herein by TROY JOHN DE PAIVA in his capacity as a member
- 1.2 Physical address: 37 Wilhelmina Street, Troyeville, Johannesburg, 2094
- 1.3 Postal address: 37 Wilhelmina Street, Troyeville, Johannesburg, 2094
- 1.4 Telephone number: 011 026 0003
- 1.5 Email address: [info@futuremotorlease.co.za](mailto:info@futuremotorlease.co.za)

#### Banking details:

- 1.6.1 Account name: **Future Motor Lease**
- 1.6.2 Account number: **4072919283**
- 1.6.3 Branch code: **632005**
- 1.6.4 Bank: **ABSA BANK**

2. **THE RENTER**

2.1 Full name/s and surname: \_\_\_\_\_

2.2 ID Number: \_\_\_\_\_

2.3 Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.4 Postal address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.5 Telephone number: \_\_\_\_\_

2.6 Cellphone number: \_\_\_\_\_

2.7 Work number: \_\_\_\_\_

2.8 Email address: \_\_\_\_\_

2.9 Next to kin name: \_\_\_\_\_

2.10 Next to kin contact number: \_\_\_\_\_

2.11 Next of kin relationship: \_\_\_\_\_

2.12 Address where vehicle will be parked:  
During the day: \_\_\_\_\_  
\_\_\_\_\_  
At night: \_\_\_\_\_  
\_\_\_\_\_

2.13 marital status \_\_\_\_\_

2.14 if married, in/out of community of property \_\_\_\_\_

Banking details:

2.1.15 Account name: \_\_\_\_\_

2.1.16 Account number: \_\_\_\_\_

2.1.17 Branch code: \_\_\_\_\_

2.1.18 Bank: \_\_\_\_\_

2.2 By signature hereof, the renter provides the Corporation with express consent to conduct an investigation and to obtain information pertaining to the renter's consumer profile and to conduct a criminal record check, which consent can only be withdrawn by providing the Company with written notice of withdrawal of such consent.

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Corporation

**3**    **THE LANDLORD** (If renter is a tenant at physical address)

3.1    Name/s and surname: \_\_\_\_\_

3.2    Contact number: \_\_\_\_\_

**4.**    **VEHICLE**

4.1    Type: \_\_\_\_\_

4.2    Year of Registration: \_\_\_\_\_

4.3    Registration Number: \_\_\_\_\_

4.4    Engine Number: \_\_\_\_\_

4.5    VIN/Chassis Number: \_\_\_\_\_

4.6    Kilometre reading at commencement  
date of rental agreement \_\_\_\_\_

**5.**    **RENTAL DETAILS**

5.1    Commencement date: \_\_\_\_\_

5.2    Period of lease: \_\_\_\_\_

5.3    Activation fee: \_\_\_\_\_

(referred to in clause 2.3 of the Terms and Conditions of Rental Agreement)

5.4    Rental per month (excluding VAT): \_\_\_\_\_

5.5    Maximum kilometres per calendar month \_\_\_\_\_

(referred to in clause 2.9 of the Terms and Conditions of Rental Agreement)

5.6    Activation fee and first months rental **Total:** \_\_\_\_\_ (To be paid upfront)

5.7    Replacement vehicle service (+R100 per month):      YES      NO

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Corporation

## **TERMS AND CONDITIONS OF RENTAL AGREEMENT**

The parties hereto record that these terms and conditions of rental agreement together with the Schedule forms the terms and conditions of the contract concluded between them:

### **1 DEFINITIONS:**

Unless the context indicates otherwise, the following words and terms shall bear the following meanings:

- 1.1 "The Corporation" shall mean JA DE PAIVA WHEELS CC whose full details appear in the Schedule.
- 1.2 "The Renter" shall mean the renter whose full name and details appear in the Schedule.
- 1.3 "Schedule" shall mean the Schedule forming part of this agreement, which has been signed by the parties hereto.
- 1.4 "The Parties" shall mean the Corporation and the Renter.
- 1.5 "Vehicle" shall mean the vehicle described in the Schedule including all keys and other equipment and/or tools as taken delivery by the Renter on commencement date and without effecting the generality of the aforesaid, shall include the tracking device installed in the vehicle.

### **2 AGREEMENT RELATING TO RENTAL OF VEHICLE**

- 2.1 The Renter hereby rents the vehicle from the Corporation for the lease period referred to in the Schedule and at the rental referred to in the Schedule, which rental shall be payable by the Renter to the Corporation's bank account (as referred to in the Schedule and any change to such banking details as advised by the Corporation to the Renter from time to time) on the 1<sup>st</sup> day of each and every month for that relevant month and the rental amount shall be paid by the Renter to the Corporation by cash deposit at the Corporation's bank, being ABSA Bank, Johannesburg branch.
- 2.2 The Renter undertakes simultaneously with the signature of this agreement to complete and sign a debit order in favour of the Corporation on his/her bank account to enable the Corporation to obtain payment from the Renter's bank account on the \_\_\_\_\_ day of each and every month.
- 2.3 The Renter undertakes, upon signature of this agreement or so soon thereafter as is possible, to effect payment of the activation fee to the Corporation which activation fee is payable in respect of the Corporation having provided the vehicle in a road worthy condition, duly licenced and with a tracker fitment and in a neat and tidy condition.

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Renter

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Corporation

- 2.4 The Renter acknowledges that the Corporation will be entitled to withhold possession of the vehicle to the Renter until the first months' rental payable in terms of Clause 2.1 and the additional amount payable in terms of Clause 2.2 has been paid to the Corporation.
- 2.5 Possession of the vehicle shall be taken by the Renter at the place nominated by the Corporation on the date and at the time as nominated by the Corporation to the renter.
- 2.6 The Renter shall acknowledge receipt of the vehicle and any accessories relating to the vehicle (inclusive of keys) in writing, and such written acknowledgment shall be deemed to be an acknowledgement that the vehicle has been delivered to the Renter free of any defects, in good condition and not requiring any repairs to be done to the vehicle (unless this is recorded in writing and signed by the Parties hereto).
- 2.7 The benefit and/or risk relating to the vehicle shall be deemed to have passed to the Renter upon the Renter having acknowledged same in terms of the immediately preceding paragraph.
- 2.8 The Renter undertakes, upon termination of this agreement, for any reason whatsoever, to return the vehicle to the Corporation in good order and in a road worthy condition and in the condition received by the Renter, fair wear and tear excepted.
- 2.9 The afore set limit will not be applicable or enforceable, in any way whatsoever, if the renter complies with all his/her obligations of this agreement. In the event of this agreement being terminated early (referred to in clause 5.5 of the Schedule), for any reason whatsoever, the mileage limitation (referred to in clause 5.5 of the Schedule) will apply and in the event that the renter is over the mileage limit, a charge of R1.90 per kilometre thereafter will be applicable.
- 2.10 In the event that the vehicle is rented by a company/business or similar, by signing this agreement, the owner acknowledges that he/she will take full responsibility (Signs surety) in their personal capacity for any outstanding monies that are due to the Corporation. Furthermore, the renter gives full authority that these monies can be debited off his/her personal account.

### **3 LIMITATION OF USE**

- 3.1 The Vehicle will be used for the transportation of the renter and his/her immediate family and/or friends only. The vehicle may only be driven by the Renter, unless the Parties have in writing recorded the use of the vehicle by another person of which person/s copies of identity documents, drivers licences and physical addresses shall be furnished to the Corporation to enable the Corporation to officially advise the insurance company of this/these additional/s driver/s of the vehicle, the Renter hereby acknowledging that the Corporation has comprehensively insured the vehicle. The Renter hereby acknowledges that if any unauthorised driver should be driving the vehicle at the time of any incident occurring in terms of

which a claim can be made to the Insurer, the vehicle will not be covered by insurance and the Renter will be liable for all repairs or damages to be effected to the vehicle;

- 3.2 The Vehicle will not be used as a taxi or transportation service and the renter may not receive directly or indirectly remuneration for the transportation of any person and/or property;
- 3.3 The Vehicle may not be sub-leased;
- 3.4 The Vehicle may not be used for the transportation of any pets or other animals;
- 3.5 Smoking of cigarettes and/or any other combustible material, including but not limited to marijuana, in the Vehicle is strictly prohibited;
- 3.6 The Renter will at all times during the lease period reside and work within the territory of the Province of Gauteng and should this position change, the Renter shall immediately notify the Company of such change, the vehicle will immediately be returned to the Company and the agreement shall automatically terminate;
- 3.7 The Vehicle will not be used in contravention of any laws of the Republic of South Africa and without effecting the generality of the aforesaid more particularly any of the traffic laws applicable to the vehicle or the driving of same;
- 3.8 The Vehicle will not be used in any motor sport or any other activity which will place the vehicle at risk;
- 3.9 The Vehicle will not be used to tow or push any other vehicle.

#### **4 RETURN OF THE VEHICLE**

- 4.1 Return of the vehicle shall be effected at the physical address of the Corporation. The vehicle must be parked at the premises, locked and safe, and an acknowledgment must be obtained by the Renter in writing from an authorised representative of the Corporation.

#### **5 UNDERTAKINGS AND OBLIGATIONS OF THE RENTER**

- 5.1 The Renter herewith acknowledges the hereinafter mentioned obligations and/or undertakings by him/her in favour of the Corporation.
- 5.2 The information obtained by the Corporation from the tracking device installed in the vehicle shall be *prima facie* proof of all readings and recordings in respect of the vehicle.

- 5.3 Ownership of the vehicle remains vested in the Corporation.
- 5.4 The renter shall at all times do everything necessary to secure the vehicle and to make sure that at all times it is properly locked and all security aspects relating to the vehicle are utilized to secure it and more particularly to make sure that the keys of the vehicle are always under the control of the Renter (or any official other driver), the Renter acknowledges that any repairs or replacement of any immobilizer, tracking device, keys and any anti-theft device will be for his sole account.
- 5.5 The Renter acknowledges that any attempt to tamper with the tracker device, shall be an indication that the vehicle is stolen, and the vehicle will be reported as such and charges will be laid. The Renter acknowledges that any attempt by him or any person employed by him or under his control, to tamper with the tracking device, will be considered as a material breach of the agreement and the Corporation will be entitled to cancel the agreement and repossess the vehicle from the Renter.
- 5.6 The Renter furthermore undertakes to attend to the servicing of the vehicle at times and with a motor dealer as advised by the Corporation to the Renter from time to time. A copy of the invoice relating to this detailed service, shall be furnished by the Renter to the Corporation and failure to do so by the Renter, will entitle the Corporation to do so at the cost and expense of the Renter and the Renter does hereby authorize the Corporation to take possession of the vehicle to enable it to do so. A breach of this clause by the Renter will have the effect that the Renter will no longer have an option to acquire the vehicle in terms of this agreement at the end of the rental period.
- 5.7 The Renter hereby warrants that all the information given by him/her in terms of this agreement is true and correct and up to date and if there is any change to the details, to forthwith advise the Corporation of such change in writing and more particularly any change of the address at which the vehicle will be domiciled.
- 5.8 The Renter shall at all times keep the vehicle in a good state of repair as well as to see that it is clean and in a presentable condition and shall furthermore be liable for the costs of attending to any repairs to the vehicle other than repairs which might be covered by a successful claim in respect of the comprehensive insurance policy on the vehicle. The Renter, as confirmation that it is complying with the terms of this clause, undertakes between the 1<sup>st</sup> and 3<sup>rd</sup> of each and every month to transmit to the Corporation 10 photos of the vehicle.
- 5.9 The Renter acknowledges that if he/she fails to attend to the service of the vehicle when requested to do so, it could cause damage to the vehicle and that the Renter will be liable for such damages.
- 5.10 The Renter furthermore undertakes to pay for all traffic fines, e-toll charges and any other charges which may be raised by any authority relating to the vehicle whether the vehicle was driven by the Renter or any other person during the rental period while the vehicle is in possession of the Renter. The Renter shall furthermore be liable for any costs and/or disbursements incurred by the Corporation relating to the Corporation having to deal with any of the aforesaid.

- 5.11 The Renter shall be liable to the Corporation for any increases in the premiums payable by the Corporation relating to the comprehensive insurance on the vehicle as well as any increases in the fees charged to the Corporation relating to the tracker device installed in the vehicle.
- 5.12 The Renter furthermore acknowledges that any costs which might be incurred by the Corporation as a result of the breach of the agreement by the Renter, be it legal costs or other, the Renter shall be obliged to refund to the Corporation such costs on demand.
- 5.13 The Renter furthermore acknowledges that he/she will be liable for all costs which might be incurred by the Corporation in obtaining return of the vehicle after the termination of this agreement and without effecting the generality thereof shall be inclusive of towing charges, charges paid to anybody to assist in obtaining the return of the vehicle and/or establishing the location of same.
- 5.14 The Renter furthermore acknowledges that if the vehicle is not returned on the return date, all amounts that would have been payable by the Renter in terms of the agreement, if the rental period had been validly extended to the actual date of the return of the vehicle, will be payable to the Corporation.
- 5.15 The Renter acknowledges that the use of the vehicle by him or anyone else in breach of any traffic laws, shall be deemed to be a breach of this agreement by the Renter and all details as furnished on the tracking device shall be considered as *prima facie* proof of any contravention of such traffic laws.
- 5.16 The Renter undertakes to advise the Corporation as to where the vehicle is at any given time, if no longer at the address at which it is stated to be parked in terms of 2.12 of the Schedule.
- 5.17 The Renter shall ensure that the vehicle shall only be used on suitable roads and conditions as is in accordance with the type of vehicle hereby rented.
- 5.18 The Renter acknowledges that if it should breach any of its obligations as set out herein or under any other clause of this Agreement, and without prejudice to any of its other rights due to such breach, it will be entitled to immobilize the vehicle to prevent the Renter from further utilizing the vehicle.
- 5.19 Upon termination of this Agreement for any reason whatsoever, the Renter shall be liable for any repairs to be effected to the vehicle or maintenance of the parts of the vehicle to be attended to, fair wear and tear excepted unless such fair wear and tear has been occasioned due to a breach of this Agreement by the Renter such as failing to have the vehicle serviced when it is supposed to be serviced.

- 5.20 The Renter furthermore undertakes to acquaint itself with the terms and conditions of the comprehensive insurance applicable relating to the vehicle so as to be aware of the obligations to the insurance company in terms of the policy as well as circumstances under which they can revoke a claim and the excesses which will be payable in respect of such a claim (which in all instances will be a liability of the Renter). The Renter undertakes to comply with all of the obligations imposed by the insurance company in the policy relating to the vehicle.
- 5.21 The Renter furthermore acknowledges that he/her failure to effect payment of rentals and/or other amounts becoming payable in terms of this Agreement on due date, is deemed to be a material breach of the Agreement and in such an instance, the Corporation will have the sole option to cancel the Agreement and repossess the vehicle.
- 5.22 The Renter undertakes to see that the number of kilometres travelled by the vehicle in any calendar month does not exceed the maximum kilometres referred to in paragraph 4.6 of the Schedule.
- 5.23 Should the information being provided by the tracking device installed in the vehicle, show that the vehicle is constantly speeding and/or braking harshly and/or being parked in unsafe areas, then this shall also be deemed to be a breach of the Agreement by the Renter immaterial as to who was driving the vehicle when such events took place.

## 6 **BREACH OF AGREEMENT**

- 6.1 Besides breaches already referred to hereinbefore and the rights of the Corporation as a result of such breaches, should any party commit a breach of any of the terms and conditions of this Agreement, then the innocent party shall be obliged to give the guilty party 5 (five) days written notice to remedy the breach and if the guilty party fails to comply with such notice, the innocent party will be entitled to cancel this Agreement immediately and claim any damage that the innocent party may have sustained from the defaulting party without prejudice to any other remedy that such innocent party may have in terms of this Agreement or at law.
- 6.2 Should the Renter breach this Agreement and the Corporation cancel the Agreement, then the Corporation will be entitled to the immediate return of the vehicle and if the Renter should dispute as to whether it was a breach or not of the Agreement, the vehicle shall nevertheless be returned to the Corporation to be held by the Corporation until a determination has been made as to whether it was a breach and whether the breach entitled the Corporation to terminate the Agreement.
- 6.3 In the event of the Corporation terminating this Agreement due to a breach by the Renter, then and until the Corporation has been placed in possession of the vehicle, it shall be entitled to immobilize the use of the vehicle by the Renter.
- 6.4 In the event of the renter failing to return the vehicle to the Company due to an alleged breach of the agreement by the renter, the Company will have the right to collect the vehicle from which address ever it is held by using a spare key to

gain access to the vehicle, in which event the Company will not be held liable for any damages suffered by the renter as a result of damages to or loss of personal belongings that were stored in the vehicle at the time of the Company taking possession of the vehicle.

6.5. In the event that the Company takes possession of the vehicle as a result of the failure by the renter to return the vehicle to the Company, the Company will be entitled to charge the following amounts, namely:

6.5.1 Replacement value of keys in the amount of R 2 000.00;

6.5.2 Repossession fee of R 2 000.00 if the vehicle is repossessed within the territory of the Province of Gauteng; and

6.5.3 Repossession fee of R 5 000.00 if the vehicle is repossessed beyond the territory of the Province of Gauteng.

## **7 RIGHTS OF THE RENTER**

7.1 The Renter shall have the right at any time during the lease period to terminate the lease by giving the Corporation a minimum of **20 (twenty)** business days' notice of the termination of same, which notice shall have been deemed to have been legally given by the Renter provided that on the date when the notice period terminates, the vehicle is delivered to the Corporation. The Renter shall however remain liable for any damages to the vehicle as referred to hereinbefore as well as for payment of any rentals owing up to the date of termination. The notice shall be given in writing by the Renter to the Corporation and shall be delivered to the Corporation and receipt of such notice shall be officially acknowledged by an authorised representative of the Corporation.

7.2 Provided the Renter has during the lease period complied with all of its obligations in terms hereof, be entitled to purchase the vehicle "voetstoots" and as it stands for a purchase price of R\_\_\_\_\_ plus Value Added Tax. This right granted to the Renter shall be exercised in writing at least 30 (thirty) days prior to the termination date of this lease and payment of the purchase price and Value Added Tax thereon having been paid to the Corporation. In the event of the Renter exercising this right, it shall be liable and undertakes to see that the vehicle is roadworthy at his/her expense and transferred into his/her name at his/her sole cost and expense and to furnish to the Corporation proof of such transfer of ownership and until this is done, the Corporation retains the right to retain possession of the vehicle.

## **8 COLLISION, DAMAGES & THEFT**

8.1 In the event of the vehicle being involved in an accident, collision or theft (which will include any part of the vehicle), the Renter (and any authorised driver of the vehicle) shall be obliged within 1 hour of the aforesaid occurrence, to notify the Corporation of the occurrence and shall comply with all requirements, in terms of law including reporting the accident, collision or theft to the appropriate authorities and without affecting the generality hereof, shall comply and attend to the following:

- 8.1.1 Complete or assist in completing the standard claim form required by the insurance company;
- 8.1.2 Furnishing all documents required by the insurance company;
- 8.1.3 Furnish full details of all names and addresses of anyone involved relating to the occurrence as well as details and/or contact numbers of witnesses;
- 8.1.4 He/she shall not admit any liability relating to the occurrence or release and/or indemnify any person from potential liability relating to the occurrence, nor shall he/she conclude any settlement with any other party relating to the occurrence;
- 8.1.5 If the vehicle has been damaged, he/she shall see that the vehicle is secured and as soon as possible, delivered to the premises of the Corporation.
- 8.2 The Renter indemnifies the Corporation against any claim which might be made against the Corporation arising from any of the aforesaid occurrences and undertakes liability to the Corporation relating to any loss which the Corporation may suffer due to any of the aforesaid occurrences.
- 8.3 Any repairs to be attended to the vehicle and/or any part thereof or any kind whatsoever, shall not be attended to by the Renter without the prior written consent of the Corporation first being had and obtained.
- 8.4 The Renter shall be liable for damages occasioned to the vehicle which is not covered by the insurance policy.
- 8.5 Failure to comply with any of the obligations set out above, shall constitute a material breach of the Agreement by the Renter and the Renter shall be personally liable to the Corporation for any damages suffered by it and the Corporation reserves the right to immediately terminate the Agreement and demand return of the vehicle, the failure of which shall be deemed to be a material breach of this Agreement.

## 9 **DOMICILIUM AND NOTICES**

- 9.1 The parties hereto choose as their chosen *domicilium citandi et executandi* for the services of any notices and/or processes the physical address of the parties as referred to in the Schedule to this Agreement. Either party will be entitled to change their chosen *domicilium citandi et executandi* by giving the other party written notice to this effect. This change shall be deemed to have taken place 3 business days after such notice has been given to the addressee.

9.2 Any notice to be given by either of the parties to the other, shall be deemed to have been delivered and received by the addressee as follows:

9.2.1 If delivered to the physical address in the Schedule, it shall be delivered by hand during business hours on any business day (which will exclude Saturdays, Sundays and Public Holidays) and receipt of it shall be acknowledged by a representative of the party to whom the notice is given.

9.2.2 If sent by email, it shall be deemed to have been received 3 business days after the successful transmission of the notice to the email address.

9.2.3 If sent by facsimile, it shall be deemed to have been received 3 business days after the successful transmission of the notice to the addressee.

## 10 **GENERAL**

10.1 The parties hereto record that this Agreement (inclusive of the Schedule and Terms and Conditions and any other annexure attached hereto and signed by the parties), constitutes the entire Agreement between them relating to the subject matter in this Agreement and that no variation, alteration, addition or consensual cancellation of this Agreement shall be of any force or effect unless committed to writing and signed by the parties hereto.

10.2 The parties furthermore record that no representations and/or warranties have been made by either party to the other inducing them to enter into this Agreement and the only representations and warranties are those as recorded in this Agreement.

10.3 No extension of time or waiver or relaxation of any provisions of this Agreement shall be of any force and effect unless committed to writing and signed by the parties hereto and any failure by any party to enforce any provision of the Agreement shall not constitute a waiver of such provision or effect that parties' rights in any way whatsoever.

10.4 None of the parties may cede or transfer any of their rights in terms of this Agreement to any other party without the written consent of the other party first being had and obtained.

10.5 If any clause of this Agreement is deemed to be unenforceable, it shall not affect the balance of this Agreement, which shall remain of full force and effect.

10.6 The Renter hereby authorizes and consents to the Corporation carrying out a credit check on the Renter and hereby authorizes any credit agency to furnish such information to the Corporation.

10.7 The parties hereto consent to the jurisdiction of the Magistrate's Court having jurisdiction over their person in terms of Section 28 of the Magistrate's Court Act of 1944 (as amended). This consent shall be deemed to be a consent given in terms Section 45 of the aforesaid Act, but it shall not prohibit any party from instituting action in a Court which has jurisdiction.

10.8 The Renter hereby acknowledges and consents to the Corporation disclosing all relevant information of the Renter and/or its authorised driver to any authority and/or to SANRAL for the recovery of any fines and/or E-toll transactions in respect of the driving of the vehicle.

10.9 Future Motor Lease, its employees and agents shall not be liable for any loss or damage, whether indirect or direct, arising out of any mechanical failure or defect or the safety of the vehicle, or the driving or use of the vehicle nor for any direct or indirect loss, consequential damages, loss of profits or special damages arising out of any of the afore going. Future Motor Lease, its employees and agents do not accept any liability for any loss of or damage to any property transported in or left in the vehicle or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. No warranties as to the condition or the vehicles, state of repair of the vehicles, performance capabilities of the vehicles, year of manufacture of the vehicles, odometer reading or anything else concerning the vehicle are given by Future Motor Lease, its employees or agents.

THUS DONE AND SIGNED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
The Corporation

THUS DONE AND SIGNED AT \_\_\_\_\_ THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
The Renter