

# TERMS AND CONDITIONS OF LEASE

## 1. Definitions

1.1 In this agreement unless the context indicates otherwise:

- 1.1.1 "Anew" means Anew Leasing Services (Pty) Ltd, Registration number 2020/882188/07;
- 1.1.2 "Customer" means all of the persons whose names appear on the Lease Agreement as Customer;
- 1.1.3 "Products" means premium baby product(s) which the Customer leases from Anew and which are described in the Lease Agreement;
- 1.1.4 "Delivery" means the date at which the Customer takes possession of the Products at the address stipulated in the Lease Agreement;
- 1.1.5 "Extended Period" means any extension of the Leasing Period beyond the agreed return date or time reflected on the Lease Agreement and authorised by Anew;
- 1.1.6 "Monthly Lease" means and includes the amount(s) reflected in the Lease Agreement which is due and payable in respect of leasing the Product(s), as well as all amounts in respect of the damage, loss and/or theft of the Product(s).
- 1.1.7 "Lease Agreement" means the entire Lease Agreement issued by Anew to the Customer, includes these terms and conditions and all other annexures and quotations that may be attached(if applicable). Once the Customer has signed the Lease Agreement (physically or electronically, whichever may be applicable) it will have the effect of a legal binding agreement between the parties.
- 1.1.8 "Leasing Period" means the period between the date when the Products are delivered to the Customer up to and including the date when the Products are returned to Anew;
- 1.1.9 "Termination Date" means the date reflected in the Lease Agreement upon which the Product(s) must be returned to Anew, alternatively any extended date when the Product(s) needs to be returned to Anew, as subsequently agreed upon between the parties and so reflected on Anew's records.

## 2. Leasing of Products

2.1 The parties agree that Anew leases the Products to the Customer, who hires the Products for the initial Leasing Period subject to these terms and conditions.

## 3. Delivery of Products

- 3.1 Anew shall deliver the Products to the Customer at an agreed date and time and at the Customer's address stipulated in the Lease Agreement.
- 3.2 The Products shall be deemed to be delivered in good order and repair (fair wear and tear excluded) and without any damage unless any damage to the Products is recorded in writing and signed by both parties. If no damage is reported by the Customer and recorded in writing within 48 hours of date of Delivery of the Products, it will be accepted that the Products were delivered to the Customer without any damages and any damage recorded at the time of the return of the Products will be for the account of the Customer.
- 3.3 Anew will use its best endeavours to deliver the Products on the agreed date and time however, the Customer will have no claim against Anew in the event that the Products are not available for Delivery. Anew shall hold no responsibility or liability for any delay in Delivery which delay is occasioned by any unforeseen events not under the control of Anew which may include but not be limited to any Act of God, war, fire, flood, pandemic, strikes, acts of terrorism, orders of Government, legislation, insurrection, sanctions, trade embargo or any economic or other cause beyond the reasonable control of Anew.

## 4. Use of Products

4.1 Anew agrees to grant the Customer the use of the Products as described in the Lease Agreement for the duration of the Leasing Period. During the Leasing Period or any Extended

Period, the Products may not be used beyond the borders of South Africa, unless prior written authorisation is obtained from Anew.

4.2 The Customer may not sell or sub-let the Products to any third party.

4.3 The Customer must make adequate provision for the safety and security of the Products whilst the Products are in the Customer's possession.

4.4 Ownership of the Products shall remain vested in Anew and the Customer shall at no time acquire ownership of the Products.

## 5. Return of Products

5.1 It remains the Customer's responsibility to return the Products, unless prior and approved arrangements have been made with Anew. The Customer is liable for the costs of returning the Products to Anew's nominated business address. Special arrangements may be made for Anew to collect the Products from the Customer's residential address and in this instance an administrative fee will be charged.

5.2 If the Customer fails to return the Products on the agreed date, Anew shall be entitled at any time to retake possession of the Products. The Customer will be charged for all costs incurred in recovering the Products.

## 6. Quotations, Lease Rates and Charges

6.1 Any quotation issued by Anew shall constitute a valid offer to the Customer which shall be valid for 14 (fourteen) working days, after which time the quotation and offer shall automatically lapse. No quotation shall be valid until accepted in writing by the Customer. Once the quotation is accepted by the Customer, Anew shall prepare the Lease Agreement for signature.

6.2 The Customer agrees to pay Anew the lease rates as set out in the Lease Agreement. In the event that any Products are lost, stolen or damaged during the Leasing Period, the Customer will be liable for the replacement value thereof. The replacement value will be charged to the Customer's account.

6.3 All prices quoted are payable in ZAR (South African Rand) and are exclusive of VAT.

## 7. Deposit

7.1 A deposit equivalent to 30% (thirty percent) of the retail value of the Products is required. An invoice will be sent to the Customer for the deposit, first month's lease and Delivery costs, if applicable, which invoice is payable immediately upon presentation.

7.2 The Customer may not withhold payment of any amount outstanding or demand that it be deducted from the deposit paid.

7.3 The deposit, or the remaining balance (after deductions), will be refunded to the Customer as soon as possible after the Customer has complied with its obligations in terms of the Lease Agreement, alternatively no later than 30 (thirty) working days after return of the Products.

## 8. Leasing Requirements and Payment

8.1 At the time of signing the Lease Agreement, the following must be provided by the Customer:

8.1.1 Full names, residential address, telephone number and email address;

8.1.2 A copy of the Customer's ID and proof of residential address;

8.1.3 Proof of income for the past 3 months or a signed bank confirmation letter recording available funds;

8.1.4 A copy of the Customer's household insurance policy, insurance policy number and confirmation of existing cover.

8.2 The lease payment shall be due and payable by the 25<sup>th</sup> day of each calendar month for the duration of the Lease Agreement.

8.3 Monthly invoices will be sent to the Customer on the 22<sup>nd</sup> day of each calendar month for the duration of the Lease Agreement and shall be sent directly to the contact person and the email address of the Customer as recorded in the Lease Agreement.

8.4 All payments are to be made free of exchange and commission and into Anew's nominated bank account and in the nominated currency as recorded on the invoice.

- 8.5 The Customer will not be allowed to deduct or withhold any amounts due in terms of this agreement for any reasons whatsoever.
- 8.6 All third party costs such as transport costs, courier costs shall be for the Customer's account unless otherwise agreed in writing.
- 8.7 A certificate of any director of Anew as to the amount owed by the Customer to Anew shall constitute prima facie proof of the amount due.

#### 9. Procedure in the event of an incident (damage/theft/loss)

- 9.1 In the event of damage to the Products, the Customer must notify Anew within 24 hours of the incident. A comprehensive report detailing the incident and extent of damage, together with photographs of such damage, must be sent to Anew within 48 hours of the incident.
- 9.2 In the event of damage (fair wear and tear excluded), a fine of 20% (twenty percent) of the monthly leasing will be charged and shall be payable by the Customer. Anew shall deduct the payment from the Customer's deposit. Within the sole discretion of Anew, an increased fine may be imposed depending on the extent of the damage to the Products and depending upon whether it is uneconomical to repair such damaged item.
- 9.3 In the event of theft or loss of Products the incident must be reported by the Customer to Anew immediately and reported to the nearest Police Station within 24 hours of the incident. The Customer will be responsible and liable for the replacement value of such lost or stolen Product, irrespective of whether or not such theft or loss was caused by or attributable to the Customer's fault or negligence. The total loss amount (meaning the retail value of the Product as at date of loss) shall be billed to the Customer and invoiced accordingly.
- 9.4 It shall be the responsibility of the Customer to ensure that the necessary insurance be obtained to cover such incidences and such insurance costs shall be borne by the Customer.

#### 10. Termination/Cancellation/Extension of Lease Agreement

- 10.1 Should the Customer breach any of the terms and conditions of the Lease Agreement, and remain in breach for a period of five (5) working days after receipt by the Customer of written notice from Anew calling for such breach to be remedied, Anew will be entitled, without prejudice to any other rights it may have in law, including the right to claim damages, to cancel this agreement and demand immediate return of the Products; or institute proceedings for specific performance against the defaulting party.
- 10.2 If the Lease Agreement is for a period of one month, the Customer may cancel the agreement within the first 14 (fourteen) calendar days from date of Delivery of the Products, return the Products and no cancellation penalty shall be applicable. Should the Customer cancel after the 14<sup>th</sup> day then the Customer is liable for the full month's lease.
- 10.3 If the Lease Agreement is for a period that exceeds one (1) month, the Customer may cancel the agreement within the first 30 (thirty) calendar days, return the Products and no cancellation penalty shall be charged.
- 10.4 After the first month of the Leasing Period, should the Customer wish to cancel the Lease Agreement, then one calendar months' notice of such cancellation is required and a reasonable cancellation penalty equivalent to one month's lease shall be charged.
- 10.5 If the Customer wants to extend the Leasing Period beyond the return date reflected in the Lease Agreement, the Customer must provide seven (7) working days' notice of the request and such request is subject to authorisation by Anew. There is no guarantee that the extension will be granted, and such approval remains within the sole discretion of Anew.

#### 11. Indemnity & Warranties

- 11.1 The Customer shall not have any claims of whatsoever nature or kind against Anew or its directors for any loss, damage (whether direct or indirect) injury or death sustained to or by any party whatsoever regardless of how same arose and even in circumstances where such loss, damage, injury or death arose out of the negligence of Anew or its directors.
- 11.2 Anew and its shareholders and directors are indemnified by the Customer against any claim of any nature whatsoever and howsoever arising for any damage or loss which might be instituted against Anew arising from or connected with, or as a result of, the leasing of the Products.

- 11.3 The Customer remains responsible for ensuring that the Products they lease from Anew are fit for the Customer's intended use and purpose and Anew gives no warranties in this regard expect to warrant that the Products are in good, safe and working condition.
- 11.4 The Customer undertakes to notify Anew in writing within 7 (seven) days of any change of the Customer's residential address.

12. General

- 12.1 The Customer hereby consents in terms of section 45 of the Magistrates Court Act No. 32 of 1944 (as amended), to the jurisdiction of the Magistrates Court irrespective of the amount claimed by Anew who shall be entitled but not obliged to bring any action out of such Magistrates Court. The Customer chooses as his/her *domicilium citandi et executandi*, the address as set out on the Lease Agreement.
- 12.2 In the event of Anew instituting action against the Customer, the Customer shall be liable for all legal costs incurred by Anew on an attorney-client scale, including collection commission.
- 12.3 The Lease Agreement is the entire agreement between the parties and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in the Lease Agreement. No variation, amendment or addition shall be of any force or effect unless reduced to writing and signed by both parties.
- 12.4 The Customer warrants and confirms that all information provided in the Lease Agreement is both true and correct.
- 12.5 Any relaxation or failure to require the strict observance of any of the terms and conditions contained herein shall in no way prejudice or be construed as a waiver of any of the rights of Anew.
- 12.6 In terms of the National Credit Act 34 of 2005, the Customer hereby consent to Anew performing a credit search/check on the Customer with one or more registered Credit Bureaus when assessing the Lease Application.
- 12.7 If any provision of these terms and conditions is unenforceable, then such provision shall be severable from the remaining provisions of these terms and conditions, which remaining provisions shall remain in full force and effect.
- 12.8 Anew reserves the right, at its sole discretion and without obligation to provide reasons, to reject any Customer application to lease Products.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.

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<b>CUSTOMER SIGNATURE</b>	<b>NAME</b>	<b>DESIGNATION</b>	<b>WITNESS</b>
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<b>ANEW</b>	<b>NAME</b>	<b>DESIGNATION</b>	<b>WITNESS</b>
<b>(DULY AUTHORISED)</b>			