



neoFIBRE
Connecting the future

Rental Agreement



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KINDLY FURNISH NEOFIBRE WITH ONE OF THE FOLLOWING ALTERNATIVES:

PACKAGES	OPTIONS	PRICES & TERMS	CHOOSE (Mark with x)
ALTERNATIVE 1 For internet packages more than R500	OPTION A	R 2 420 once off on a 24-month contract	
	OPTION B	R 4 030 once off on a 12-month contract	
ALTERNATIVE 2 For internet packages less than R 500	OPTION A	R 4 000 once off on a 24-month contract	
	OPTION B	R 4 500 once off on a 12-month contract	
ALTERNATIVE 3 Any internet package Already have equipment? Go for Option B	OPTION A	R 5 000 once off on month to month contract	
	OPTION B	R400.00 p/h Labour charges only	

TERMS AND CONDITIONS

The Parties to this rental agreement acknowledge and agrees herewith to the following terms and conditions:

The rental agreement chosen by the Subscriber is a _____ month contract. This rental agreement may be terminated by the Subscriber as contemplated in clause 10 of the Subscriber agreement and in the Consumer Protection Act.

The Subscriber agrees that NeoFibre does not bear responsibility for lack in quality of stability of the line speed and that variation in line speed may occur. The Subscriber further agrees that NeoFibre does not guarantee that the services rendered and transmitted will be error free due to force majeure or load shedding or what so ever reason.

The Subscriber agrees that in the event where the parties have agreed on an agreement of a basic uncapped shaped package that the following shall apply. That such basic unshaped package shall constitute an asymmetrical package wherein it shall be that the upload speed is 10% (Ten percent) of that of the download speed.

This rental option cannot be downgraded within this rental period. The package chosen by the Subscriber may be upgraded but not downgraded. In the event where the Subscriber elects to upgrade a package, the Subscriber will be charged in accordance with the upgraded package chosen. In the event where the Subscriber elects to upgrade the package the subscriber will be liable for the amount due on all outstanding equipment and all amounts outstanding on the current package of the Subscriber.

In the event where the equipment must be moved to a new address and subject to the availability of the network coverage, a call out fee will be charged for the new set-up, installation as well connection of the equipment. The call out fee and travel charges will be for the Subscriber's account. The rental will run in conjunction with the chosen internet package. In the event where the Subscriber has his/her own equipment already in place and such equipment must be moved a call out fee of R400.00 (Four Hundred Rand) will be charged.



NEOFIBRE herewith agrees to maintain the equipment in a working condition. 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.

In the event where discount on packages is applicable the Subscriber will only qualify for the discount applicable for the package that the Subscriber selected.

INDEMNITY

The Subscriber 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.

LOSS, DAMAGE AND SUPPORT

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.

NEOFIBRE gives a 30 (THIRTY) day workmanship guarantee on all new installations done by NEOFIBRE.

NEOFIBRE endeavours to give the best services to all clients and the Subscriber has the technical support of NEOFIBRE. The Subscriber may contact NEOFIBRE agents on a telephone support line between the hours of 7h00 and 21h00 on a daily basis on a cell phone number 082 925 7958.

The Subscriber agrees that any and all changes and/or improvements and/or repairs to the equipment are done for the Subscriber's account, unless the damage and/or fault are so incurred as a result of the NEOFIBRE's negligence.

It is standard policy of NEOFIBRE to pre-advise the Subscriber of any potential costs in the form of:

- (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.

LOCATION AND MAINTENANCE

At the Subscriber's own risk, the Subscriber shall use or permit the use of the equipment solely at the location specified in this lease, or if none is specified, at Subscriber's billing address set forth above. In the event where the Subscriber relocates to a new address, the Subscriber shall give NEOFIBRE notice by writing of such change of address. The equipment shall not be moved without NEOFIBRE's prior written consent.

The Subscriber shall not use the equipment unlawfully, and shall not alter the equipment without prior written consent. NEOFIBRE 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. The Subscriber, shall maintain the equipment at its own expense.

PERSONAL PROPERTY

The equipment is, and shall at all times after receipt of payment, remain the property of the Subscriber.

REMEDIES

The parties to this agreement acknowledge and agrees that upon breach of contract the following remedies shall be applicable:

- a) NEOFIBRE may elect that the rental payments due, be accelerated and the entire amount of rental be due and payable immediately. In the event where acceleration as above is exercised, the amount shall be due from the



subscriber, and the subscriber will immediately pay to NEOFIBRE, the entire amount of the rental plus all outstanding amounts at the date when acceleration is exercised.

- b) That either party may terminate this lease within 20 (twenty) business days written notice;
- c) NEOFIBRE shall be entitled to, by giving written notice to the Subscriber, enter onto the Subscribers' premises to remove the equipment that at the termination date not paid for, whether with or without notice to Subscriber.

NOTICE ON DEMAND

Service of all notices under this agreement shall be sent by 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.

MISCELLANEOUS

This instrument constitutes the entire agreement between NEOFIBRE and the Subscriber 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 subscriber is named in the lease, the liability shall be joint and several. If any portion of this rental agreement 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 aid to the interpretation of this agreement. Subscriber applies to NEOFIBRE for a lease of the above-described equipment for private purposes and agrees that this lease is to be construed as a consumer contract.

I _____ duly authorised agent of NEOFIBRE accept the terms and conditions of this rental agreement,

I _____ the Subscriber agrees to rent from NEOFIBRE and NEOFIBRE agrees to rent to subscriber, the pre-installed equipment, on all of the terms and conditions set out in this agreement.

Thus done at _____ and signed on the _____ day of _____ 20__

Signature of Applicant/Subscriber

Signature of Witness

Thus done at _____ and signed on the _____ day of _____ 20__

Signature of Employee/Agent/Representative of NEOFIBRE

Signature of Witness
