

TERMS AND CONDITIONS

Ink Auto Rentals Pty Ltd

1. DEFINITIONS AND INTERPRETATION:

1.1 In this Agreement :-

1.1.1 Clause headings are for the purposes of convenience and reference only and shall not be used in the interpretation of any of the provisions of this Agreement;

1.1.2 The parties shall, wherever necessary and appropriate, be referred to by their defined designations as in 1.2 below;

1.1.3 A reference to :-

1.1.3.1 one gender shall include the other gender;

1.1.3.2 the singular shall include the plural and vice versa;

1.1.3.3 a natural person shall include corporate or unincorporate created entities and vice versa;

1.1.3.4 all of the schedules and/or annexures are incorporated herein and shall have the same force and effect as if they were set out in the body of this Agreement;

1.1.3.5 words and/or expressions defined in this Agreement shall bear the same meanings in any schedules and/or annexures hereto which do not contain their own defined words and/or expressions;

1.1.3.6 where a period consisting of a number of days is prescribed, it shall be determined by excluding the first and including the last day;

1.1.3.7 where the day upon or by which any act is required to be performed is a Saturday, Sunday or public holiday in the Republic of South Africa, the parties shall be deemed to have intending such act to be performed upon or by the first day thereafter which is not a Saturday, Sunday or a public holiday;

1.1.3.8 where an expression has been defined (whether in 1.2 below or elsewhere in this Agreement) and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;

1.1.3.9 if figures are referred to in numbers and words, the words shall prevail in the event of any conflict between the two;

1.1.3.10 words and/or expressions defined in this Agreement shall, unless the application of such word and/or expression is specifically limited to that clause, bear the meaning so assigned to it;

1.1.3.11 the contra proferentem rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the party responsible for the drafting or preparation of such provision;

1.1.3.12 the eiusdem generis rule shall not apply, and whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned;

1.1.3.13 a reference to any statutory enactment shall be construed as a reference to that enactment as the signature date and as amending or re-enacted from time to time thereafter;

1.1.3.14 unless specifically provided to the contrary, all amounts referred to in this Agreement are exclusive of value added tax;

1.1.3.15 the expiration or termination of this Agreement shall not affect such of its provisions as expressly provided that they will continue to apply after such expiration or termination or which of necessity must continue to apply after such expiration or termination;

1.1.3.16 any communication which is required to be "in writing" shall include a communication which is written or produced by any substitute for writing or which is partly written and partly so produced, and shall include printing, typewriting, lithography, facsimile or electronic mail or any form of electronic communication or other process or partly one and partly another.

1.2. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context, with cognate expressions having corresponding meanings:–

1.2.1. "Agreement" or " this Agreement" means this Vehicle Rental Agreement concluded between the Rentor and the Rentee;

1.2.2. "Base Rental" means the weekly rental payable for the use and enjoyment of the Vehicle, inclusive of limited Damage and Loss Liability Waivers, and the monthly tracker and immobilizer fee but excluding the monthly rental payments for any Additional Rental Benefits.

1.2.3. "Delivery Date" means the date upon which the Rentee takes delivery of the Vehicle;

1.2.4. "Early Termination" means the termination of the Agreement for those reasons in paragraph 19;

1.2.5. "Early Termination Settlement" means the figure payable as a result of an Early Termination. The Early Termination Settlement in circumstances where the vehicle is damaged beyond repair shall be an amount equal to the difference between the nett present value of the remaining rentals due in terms of this Agreement calculated plus 2% and the vehicles post-accident value plus 10% of the value of the remaining rentals due in terms of this Agreement as at the date of Early Termination. In all other circumstances giving rise to Early Termination the Early Termination Settlement should be the amount equal to the nett present value of the remaining rentals due in terms of this Agreement less the trade value of the Vehicle (as determined in Meade and McGrouther) plus 10% of the value of the remaining rentals due in terms of this Agreement as at the date of Early Termination.

1.2.6. "Fair Value" means the value of the Vehicle from time to time determined by reference to the mean average between the trade value and the retail value contained in the most recent vehicles on popular online car sale portals;

1.2.7. "Damage and Loss Liability Waivers" means the amount by which the Rentee's liability in the case of accident damage to or loss of the vehicle through theft or highjacking will be limited subject to the terms and conditions of this Agreement;

1.2.8. "Prime Rate" means the publicly quoted basic annual rate of interest at which Standard Bank lends on overdraft;

1.2.9. "Road Traffic Laws" means the road rules developed by the National Road Transport Commission, State Government Road Laws and any supplementary or replacement legislation together with all applicable provincial and municipal road traffic by-laws and regulations;

1.2.10. "Vehicle" means the motor Vehicle described in Paragraph 1 hereto.

1.2.11 "Rentor" means A person who [rents](#) a vehicle to a [rentee](#).

1.2.12 "Rentee" means A person who [renting](#) a vehicle from a [rentor](#).

2. PAYMENT METHOD

2.1 EWay - Online Payment from Bank Debit/Credit Card

2.1.1 Unless otherwise stated, payments processed are in Australian dollars.

2.1.2 Before using online card payment Service, it is recommended that the Rentee shall make necessary enquiry about the charges or fees payable against the Credit/Debit card used from Credit Card or the Debit Card service provider i.e. the respective Bank.

2.1.3 It is the sole responsibility of the Rentee to ensure that the information entered in the relevant fields are correct. It is recommended that Rentee take and retain a copy of the transaction for record keeping purposes, which might assist in resolution of any disputes that may arise out of usage of the service

2.1.4 The Rentee agrees that the debit/credit card details provided by him/ her for use of the aforesaid Service(s) must be correct and accurate and that the Rentee shall not use a Debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The Applicant further agrees and undertakes to Provide correct and valid debit/credit card details.

2.1.5 The service is provided using a payment gateway service provider through a secure website. However, neither the payment gateway service provider nor the Rentor gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. Rentor does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.

2.2. Ezidebit - Direct Debit from authorised bank account

221 Rentee have to agree "Terms and Conditions of the Direct Debit Request and Service Agreement required by Ezidebit".

222 All payments processed through Ezidebit from Rentor software service provider (starr365.com) are in Australian dollars.

223 Before using this Service, it is recommended that the Rentee shall make necessary enquiry about the charges or fees payable against the direct debit service.

224 It is the sole responsibility of the Rentee to ensure that the bank account information entered in the relevant fields are correct.

225 The Applicant agrees that the bank account details provided by Rentee for use of the aforesaid Service(s) must be correct and accurate. The Rentee further agrees and undertakes to Provide correct and valid bank account details.

226 The service is provided through a secure website. However, neither the service provider nor the Rentor gives any assurance, that the information so provided online by a user is secured or may be read or intercepted by a third party. Rentor does not accept or assume any liability in the event of such unauthorized interception, hacking or other unauthorized access to information provided by a user of the service.

3. DURATION

This Agreement shall be deemed to have commenced on the date of delivery of the Vehicle to the Rentee and shall remain in force until the Expiry Date as reflected in paragraph 1.

4 PAYMENT OF RENTALS

4.1 All rentals shall be paid in advance, by debit order, on either the first or fifteenth working day of each month at the Rentee's election. In the event that the delivery date does not fall on the first day of the month, the rental for that month will be calculated pro-rata and paid in advance by the Rentee. The last rental payment shall be payable on the date indicated in paragraph 1.

4.2 The Rentee shall not withhold, defer or make any deduction whatsoever from any rental payment due, whether or not the Rentor is indebted to the Rentee or in breach of any obligation to the Rentee.

4.3 The rental and all other amounts payable by the Rentee under this Agreement shall be inclusive of Value Added Tax insofar as it is applicable.

4.4 The total weekly rental shall escalate by 8% (eight) annually, on the anniversary of the Delivery Date.

4.5 If so elected by the Rentee in paragraph 1, the total monthly rental shall fluctuate with the Prime Rate.

4.6 The Rentee shall be liable for interest on all overdue amounts payable in terms of this Agreement calculated at 2% per month, reckoned from the date upon which the payment fell due.

5 SECURITY DEPOSIT

A security deposit shall be paid upon signature of this Agreement by the Rentee. No interest shall accrue to the security deposit during the period of the Agreement.

Once all the obligations due by the Rentee to the Rentor have been discharged following upon the expiry of this Agreement, in terms of paragraph 1, the Rentor shall refund to the Rentee, free of interest, so much of the Security deposit as has not been applied in settlement of any amounts owing by the Rentee to the Rentor in terms of this Agreement.

6 KEY DEPOSIT

A key deposit for an amount equal to that recorded in paragraph 1 shall be paid by the Rentee to the Rentor upon signature of this Agreement and retained by the Rentor until such time as all keys to the Vehicle are returned to the Rentor. No interest shall accrue to the security deposit during the period of the Agreement.

7 RISK OF LOSS OR DAMAGE

The Rentee by accepting the Vehicle acknowledges having inspected the Vehicle and receiving the Vehicle in a good and roadworthy condition, free of any obvious defects or damage.

Should any material defects manifest themselves in the Vehicle within 7 days of the Rentee taking delivery thereof from the Rentor, then on written notice to such effect from the Rentee, the Rentor shall notify the supplier and take steps to have any defect repaired in terms of the manufacturer's warranty. On no account however shall the Rentor be liable for any such defects to the Vehicle.

The risk in and to the Vehicle shall immediately pass to the Rentee on delivery of the Vehicle and shall remain with the Rentee throughout the entire period of this Agreement.

8. OWNERSHIP

8.1 The Rentor shall at all times remain the owner of the Vehicle. The Rentor may inspect the Vehicle at any reasonable time wherever it may be kept. The Rentee warrants that when it is not been used, the Vehicle shall be kept at the Rentee's address recorded in paragraph 1. The Rentee undertakes that in the event of a change of address it shall forthwith notify the Rentor thereof in writing and any failure to do so shall be deemed to be a material breach of this Agreement.

8.2 The Rentee shall use and operate the Vehicle in compliance with the Road Traffic Laws;

8.3 The Rentee shall not:-

8.3.1 use or permit the Vehicle to be used for any commercial enterprise or activities unless permitted to do so with the Rentor's prior written consent;

8.3.2 cause or allow the Vehicle to be neglected, abused, damaged, modified either in terms of its body or its components, tamper with, remove or replace any of the Vehicle's components, or use the Vehicle or allow it to be used for any purpose for which it is not designed or intended to be used or used in circumstances such that there may be an increased risk of danger or a loss or damage or undue wear and tear;

8.3.3 drive or allow the Vehicle to be driven recklessly and and/or negligently or in contravention of any road or traffic regulations;

8.3.4 convey any materials or articles in the Vehicle which may cause damage to its upholstery or any other part of the Vehicle;

8.3.5 drive or permit any other person to drive the Vehicle whilst under the influence of alcohol, strong medication or any unlawful drugs;

8.3.6 allow the Vehicle to be in any area such as an unrest area, whether there is or could be an increased risk that the Vehicle may be damaged through civil disturbance, social or economic protest or any act associated with the foregoing;

8.3.7 permit any unauthorised person to drive the Vehicle during the period of this Agreement;

8.3.8 permit the Vehicle to leave the borders of the Republic of South Africa without the written consent of the Rentor first having been given.

8.3.9 The Rentee shall at all times exercise due care, to the extent that the Rentee will -:

8.3.10 take all reasonable precautions to safeguard the Vehicle against any

8.3.11 loss, harm or damage

8.3.12 pay all costs of fuel, oil and other consumables that may be required to keep the Vehicle in good working order;

8.3.13 allow the Rentor and/or its servants and/or its agents all reasonable rights of access to the Vehicle and if called upon to do so, disclose to the Rentor the Vehicle's locality, kilometres on the odometer and the state of the Vehicle, at any time.

8.3.14 The Rentee shall ensure that:-

8.3.15 whenever the Vehicle is left parked or unattended, all doors and windows are locked and the alarm/immobilizer device, is activated;

8.3.16 the doors of the Vehicle are locked and the keys to the Vehicle are in his possession.

9. VEHICLE MAINTENANCE

9.1. The Rentee shall exercise that degree of care necessary to maintain the Vehicle in a good and roadworthy condition, using the same degree of care as would ordinarily be exercised if the Vehicle belonged to the Rentee;

9.2. The Rentee shall not remove or tamper with the tracking system or immobilizer fitted to the Vehicle or render same inoperable;

9.3. The Rentee shall ensure that the Vehicle is serviced as prescribed by the manufacturer, acknowledging in this regard that all costs of service including the cost of tyres, fuel, oil and consumables are for the Rentee's account. Service and maintenance of the Vehicle must be carried out by a manufacturer approved dealer or a dealer approved by the Rentor;

9.4. All parts and accessories that are replaced or added to the Vehicle during the rental period shall become the Rentor's property and the Rentee shall not be entitled to be compensated therefor.

9.5. The Rentee shall abide by the manufacturers specifications in regard to the Vehicle and shall not change or alter any aspect of the Vehicle without the Rentor's prior written consent to do so;

9.6 Where the Rentee fails to submit the Vehicle for its recommended service timeously and the maintenance or service plan is terminated, the Rentee shall be responsible for and shall pay to the Rentor, on demand, any cost associated with re-instating the maintenance and/or service plan together with an administration fee of \$500.

10 LIMITATION ON TRAVEL

10.1. The maximum distance that the Rentee may travel in the Vehicle each month from the commencement date of this Agreement is that amount stated in paragraph 1.4. ("the maximum limit");

10.2. Where the distance travelled exceeds the maximum limit, the Rentee shall be liable to the Rentor for an additional \$.70 rental per kilometre for each kilometre or part thereof exceeding the maximum limit;

10.3. The odometer on the Vehicle shall be deemed to accurately record the distance travelled by the Rentee provided that where the Rentee contends that the odometer has malfunctioned, the Rentee shall be required to immediately notify the Rentor thereof. The tracking system installed in the Vehicle may be used by the Rentor to verify the distance travelled by the Rentee;

10.4. The amount owing for the distance travelled in excess of the maximum limit shall be calculated on the Expiry Date or upon Early Termination, whichever occurs first, and paid when the Vehicle is returned to the Rentor.

11. COLLISION DAMAGE, THEFT OR TOTALLOSS

11.1 The Rentee shall immediately, but in any event, within a period of no later than 24 hours-:

11.1.1 notify the Rentor by telephone and in writing of any accident in which the Vehicle has been involved or of any theft of the Vehicle;

11.1.2 report such an accident or theft to the police Services and immediately provide the Police case reference number to the Rentor.

11.1.3 where possible, obtain the name and address of all parties involved in the accident and any witnesses to the accident;

11.1.4 shall not acknowledge responsibility or liability for the accident or release any party from any potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimed liability.

11.2 Where the Vehicle is unable to be driven after an accident, the Rentee shall permit only a tow truck authorised by the Rentor or the Rentor's insurer to remove the Vehicle;

11.3 The Rentee shall be responsible for any amount in excess of the Damage and Loss Liability Waivers as referred to in paragraph 1;

11.4 Any accidental damage to the Vehicle shall be repaired by a panelbeater or other appropriate service provider or technician, approved by the Rentor;

11.5. Where the damage to the Vehicle is of such a nature that the cost of repair exceeds the value of the Vehicle the Rentee shall be liable for the difference between the Fair Value of the Vehicle and the compensation paid by the Rentor's insurer for the Vehicle.

11.6. Similarly, where the damage to the Vehicle may not render the Vehicle a write-off but the Vehicle suffers damage that affects its Fair Value, the Rentee shall be responsible for the difference between the actual value of the Vehicle after the accident, as determined by an expert and the Fair Value thereof;

11.7. Subject to the provisions of paragraphs 11.5 and 11.6 above, the Rentor, at its sole discretion and once the Rentor has been compensated for its loss aforementioned, may provide to the Rentee a replacement Vehicle of similar value and specifications where the Rentee's Vehicle is damaged beyond repair

The Rentee may accept the replacement Vehicle or elect to exercise his right to Early Termination of the Agreement.

12. FINES AND PENALTIES

12.1. The Rentee shall be responsible for fines and penalties imposed for road traffic offences provided that the Rentee shall pay the fine or penalty imposed together with an administrative fee of \$10 for each fine or penalty, upon demand by the Rentor;

12.2. In circumstances where the Rentee receives 12 or more traffic fines or penalties during a 12 month cycle this shall be deemed to be a material breach of the Agreement, and the Rentor shall be entitled, at its discretion, to terminate this Agreement forthwith and proceed in accordance with paragraph 22 below;

12.3. The Rentee shall pay all road tolls levied, provided that where the Rentee does not pay such toll or does not subscribe for an e-toll tag, then any such tolls that become payable by the Rentor shall be paid by the Rentee together with an administration fee of \$10 for each toll claim, upon demand by the Rentor.

13. ROAD LICENSE

The Rentor shall be responsible for the renewal of the annual road license.

14. TRACKER AND IMMOBILISER

14.1 A tracker and immobilizer device shall be installed in the Vehicle prior to delivery;

14.2 Under no circumstances whatsoever shall the Rentee be entitled to remove the tracker and the immobilizer device and any removal thereof shall be deemed to be a material breach of this Agreement permitting the immediate termination of this Agreement by the Rentor;

14.3 The Rentee irrevocably consents to the Vehicle being tracked by the Rentor and irrevocably consents to the Vehicle being remotely immobilized where:-

14.3.1 the Vehicle has been stolen or has been used without authority; or

14.3.2 in circumstances where the Rentee is in breach of the payment terms of this Agreement and has failed, despite written notice having been given, to rectify the breach.

15. REMOVAL OF THE VEHICLE

15.1. The Rentee irrevocably consents to the removal of the Vehicle from his possession in circumstances where he is in breach of a material term of the Agreement and the Rentor has complied with the provisions of paragraph 22 below;

15.2. The aforesaid removal does not preclude the Rentee from such other rights as he may have in law to dispute the alleged breach and to seek the return of the Vehicle.

16. DAMAGE AND LOSS LIABILITY WAIVER

16.1. The Rentee's liability in the case of accident damage or loss through theft or highjacking is limited by the Damage and Loss Liability Waivers and the Rentee will only be liable for the amount in excess of the Damage and Loss Liability Waivers as referred to in paragraph 1;

16.2. The Rentee shall provide to the Rentor all the information which might be relevant to the Damage and Loss Liability Waivers;

16.3. Where the Damage and Loss Liability Waivers may not include cover for windscreens or tyres, the Rentee shall be liable for the cost of repairing and replacing the windscreen, any other glass and the tyres fitted to the Vehicle during the term of this Agreement;

16.4. The Rentee shall be responsible for any damage or loss to the vehicle where a claim is repudiated on one or more of the general conditions or exceptions under the Rentor's Insurance Policy and where the Rentee is the cause of the repudiation.

17. RETURN OF THE VEHICLE

17.1. At the conclusion of this Agreement or upon its termination for any reason, the Rentee shall return the Vehicle to the Rentor, together with the keys, accessories, instruction books (if any), the service and warranty books and the spare wheel;

17.2. The Rentor shall conduct an inspection of the Vehicle and once satisfied that the Vehicle has been returned in good order and all keys, accessories, the instruction books (if any), the service and warranty books and the spare wheel have been returned, the Rentor shall return the deposit and the key deposit to the Rentee;

17.3. Where the Rentor is required to effect any repairs to the Vehicle or replace accessories, keys or the spare wheel, wear and tear excluded (provided it falls within the maximum distance) this shall be for the Rentees account and the Rentor shall request payment from the Rentee or deduct these costs from his Security and / or Key deposit, provided that when the deposit is insufficient, these costs may be charged to the Rentees credit card and/or bank account;

17.4. The Vehicle must be returned promptly upon the Expiry Date in terms of paragraph 1.1. Where the Vehicle is not returned on the expiry date the Rentor shall charge the Rentee the Total Monthly Rental payable in terms of paragraph 1.2 plus an additional penalty equal to 20% of the aforesaid rental;

17.5. It is recorded that this Agreement is a rental agreement only and as such the Rentee will not assume ownership of the Vehicle upon the expiry of this Agreement nor is the Rentor under any obligation to offer the Vehicle for sale to the Rentee.

18. Area of use

All vehicles must remain within the state of vehicle registration. All waivers will be void due to breach of contract should vehicles not remain in the state of vehicle registration. Rentor vehicles are NOT permitted on unsealed roads or four-wheel drive tracks. Our vehicles are only permitted on sealed bitumen roads.

19. EARLY TERMINATION

19.1 An Early Termination arises in the following circumstances:

19.1.1 Where the Rentee's vehicle has been damaged beyond commercial repair but subject to the Rentor being compensated as envisaged in paragraph 11.6, the Rentee may elect to exercise his right to and Early Termination of the Agreement.

19.1.2 the death of the Rentee;

19.1.3 by agreement between the Rentor and the Rentee;

19.1.4 for good cause, at the discretion of the Rentor.

19.2 In order to exercise the right to an Early Termination the Rentee shall deliver written notice of Early Termination to the Rentor, whereafter Early Termination shall be considered.

20. WARRANTIES

The Rentee warrants:-

20.1. That a full disclosure of all material facts has been made which would have enabled the Rentor to make an informed decision when concluding this Agreement and renting the Vehicle to the Rentee;

20.2. The Rentee has a valid and current drivers license which has not, in the 12 months preceding the Delivery Date, been revoked, suspended or endorsed;

20.3. He has not been refused insurance by any motor vehicle insurer for a period of 5 years preceding the Delivery Date;

20.4. All credit card and bank account details provided by the Rentee to the Rentor are correct, current and accurate.

21. INDEMNITIES

The Rentee hereby indemnifies the Rentor and holds it harmless against:-

21.1

Any road traffic fines, penalties or levies imposed by any Road Traffic or Municipal authority;

21.2 Any claims of whatsoever nature, by any third party as a result of any incident involving or which relates to the Vehicle or the Rentee's use thereof, and where such claim is not covered by the Vehicle's insurance policy.

22. BREACH

22.1. In the event that the Rentee:-

22.1.1. has made any misrepresentation to the Rentor relating to this Agreement;

22.1.2 breaches any material term of the Agreement;

22.1.3 voids the manufacturers warranty or incurs damage to the Vehicle in circumstances where the Rentor's insurer repudiates the claim;

22.1.4 fails to maintain the Vehicle in accordance with the maintenance provisions of this Agreement;

22.1.5 repeatedly disobeys the Road Traffic Laws;

22.1.6 has his license suspended, revoked or restricted in any way; then

22.2 the Rentor shall be entitled, without prejudice to any other rights it may have, to terminate this Agreement forthwith by giving the Rentee written notice of the breach and may thereafter:

22.2.1 collect and repossess the Vehicle without being required to obtain an order of court;

22.2.2 recover all outstanding rentals due in terms of this Agreement, all of which shall become immediately due and payable in full in the event of such breach;

22.3 Where the Rentee fails to pay timeously any amount payable in terms of this Agreement after having been given 5 days written notice to remedy such default, the Rentor shall be entitled to cancel this Agreement and without prejudice to any other rights it may have, collect and repossess the Vehicle as permitted in 15.1.

23. ADDRESSES AND NOTICES

23.1. For the purpose of this Agreement, including the giving of notices in terms hereof and the serving of legal process, the parties choose domicilium citandi et executandi ("domicilium") as indicated in paragraph 1.

23.2. Any notice or communication given in terms of this Agreement, may be delivered by hand to the domicilium chosen by the party concerned. Any notice or process delivered on any party in connection with any matter or subject arising out of this Agreement or any notice shall be deemed to have been delivered if handed to any responsible person at the domicilium chosen by any party and it shall not be necessary to hand such process or notice to any party personally.

23.3. Any of the parties shall be entitled from time to time, by written notice to the others, to vary its/his domicilium to any other physical address within the Republic of South Africa.

23.4. A notice given as set out above shall be presumed to have been duly delivered on the date of delivery if delivered by hand.

23.5. Any notice which is transmitted by electronic mail to the recipient at the recipient's e-mail address for the time being shall be presumed, until the contrary is proved by the recipient, to have been received by the recipient on the first business day after the date of successful transmission thereof.

23.6. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it/him notwithstanding that it was not sent to or delivered at its/his chosen domicilium citandi et executandi.

24. GENERAL

24.1. This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof.

24.2 No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any Agreement or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

24.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any Agreement or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.

24.4 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

25. CONSENT TO JURISDICTION

The parties hereby consent to the non-exclusive jurisdiction of the New South Wales in respect of any and all proceedings arising under or by virtue of this Agreement whether in respect of damages or otherwise, despite the subject matter and/or cause of action which would otherwise have been beyond such court's jurisdiction.

26. ACKNOWLEDGEMENT

The Rentee acknowledges that he has read and understands the terms and conditions of this Agreement and has no objection thereto.