

**TALBOT TRANSPORT (PTY) LTD**

SUB-CONTRACTOR RENTAL  
AGREEMENT

\_\_\_\_\_ 20\_\_

**CONTRACTOR TRANSPORTATION RENTAL AGREEMENT  
(Rental Agreement)**

BETWEEN

**TALBOT TRANSPORT (PTY) LTD**

3 DYKE STREET FACTORIA  
KRUGERSDORP  
UNIT 7B CASTLE BUSINESS PARK

1733

Registration number: 2016/447208/07

Herein after referred to as:

**(“THE CONTRACTOR”)**

AND

Private Company (Pty) Ltd / Close Corporation / Sole Proprietor

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Trading name:

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Name & Surname of directors/ Member / Sole Proprietor:

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Passport number or I.D. Number (member/director duly authorised):

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Drivers licence number:

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Cell number:

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Work number:

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Email Address:

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South African residential address:

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Work address:

(Here in after referred to as:  
**("THE SUB-CONTRACTOR")**)

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## WHEREAS

1. The CONTRACTOR requires rental services for movement and delivery of commodities from designated loading areas to designated offloading areas within the borders of South Africa (hereinafter the "**services**").
2. The SUB-CONTRACTOR is in the transport business and professes to have considerable skills, knowledge and expertise in that field.
3. The SUB-CONTRACTOR has represented to the CONTRACTOR that they have significant knowledge and experience, expertise and capacity in all respects necessary to carry out the services (as stated in 1 above) and to transport and the deliver commodities in accordance with the terms and conditions set out in this rental agreement.

## NOW THEREFORE

In consideration of mutual promises and covenants herein contains the parties agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In this rental agreement, the following words and expressions shall have the meaning as described to them except where the context requires otherwise.
- 1.2. "RENTAL AGREEMENT" means this document together with annexure(s) attached hereto at the time of signature and such other document as are herein expressly incorporated by reference, as the same may be amended or supplemented by the parties in accordance with this agreement.

- 1.3. "BUSINESS DAYS" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
- 1.4. "DAY" means any day of the week whether or not it is a Saturday, Sunday or public holiday or any twenty-four hour period.
- 1.5. "DELIVERY" means the successful transportation of product from loading site to an offloading site.
- 1.6. "DISPUTE" means any difference of view, disagreement and controversy of claim arising out of or relating to this rental agreement or the interpretation of performance of provisions of this rental agreement of breach, termination of validity thereof, which the parties are unable to resolve by mutual agreement within a reasonable time.
- 1.7. "EFFECTIVE DATE" means the date on which this rental agreement takes effect which date shall be set out in the **ANNEXURE TB1** attached hereto or the date the SUB-CONTRACTOR'S driver and vehicle is accepted by the mine and induction and the necessary safety checks has been done, whichever date is the last, notwithstanding, the date of signing of the **RENTAL AGREEMENT**.
- 1.8. "PRODUCT" shall mean any item being transported. The term may be used interchangeable with the word "CARGO" or "COMMODITY".
- 1.9. "MONTH" means calendar month.
- 1.10. "PARTIES" means the CONTRACTOR and the SUB-CONTRACTOR collectively.
- 1.11. "SERVICES DATE" means the date on which this rental agreement is signed by the party that signs last.

- 1.12. "VEHICLE" any and all vehicle(s), horse and/or trailer(s) and/or combination thereof as described in annexure "TB2" attached to this agreement.
- 1.13. "WEEK" means seven consecutive days.
- 1.14. "YEAR" shall mean a period of twelve consecutive months commencing on the effective date or on the 1st day of January and a period of twelve consecutive months thereafter whichever is applicable in terms of this rental agreement.
- 1.15. Unless inconsistent with the context, words and words signifying natural personal shall include legal entities and trusts and vice versa. Signifying any one gender shall include the other, words signifying the singular shall include the plural and vice versa.
- 1.16. Any reference in this rental agreement to a party includes that party's permitted successors.
- 1.17. When any number of days is prescribed in this rental agreement, such number shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on another day other than a business day, in which case the last day shall be the next succeeding business day.
- 1.18. The heading in each section are used for convenience only and shall not limit, or effect the interpretation of that section.
- 1.19. This rental agreement shall be interpreted and governed according to the laws of the Republic of South Africa.

## 2. DURATION AND COMMENCEMENT

- 2.1. This rental agreement shall be on a two week basis, starting on the effective date and shall continue on a two week basis, until expiry of two weeks calendar written notice from either party.
- 2.2. In the event the CONTRACTOR fails to make timeous rental payments the SUB-CONTRACTOR may withdraw the vehicle and place the vehicle into storage. In such event the CONTRACTOR shall have 15 business days, calculated from the date on which the rental payment was due, to remedy its breach failing which this agreement will automatically and immediately terminate without any notice being provided to the CONTRACTOR. The CONTRACTOR shall be liable for all costs plus interest calculated at 10% per annum on all amounts owing and due to SUB-CONTRACTOR.
- 2.3. Thereafter if the CONTRACTOR wishes to reinstate this rental agreement due to none payment the CONTRACTOR must pay all expenses the SUB-CONTRACTOR incurred during the non-payment period plus interest calculated at 10% per annum. The CONTRACTOR shall be notified in writing of the acceptance of such reinstatement.

## 3. STATUS OF SUB-CONTRACTOR

- 3.1. The SUB-CONTRACTOR shall have an independent transporter status and shall not be considered as an employee of the CONTRACTOR for any purpose. Accordingly, the SUB-CONTRACTOR shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this rental agreement.
- 3.2. This rental agreement does not constitute an agreement of employment, partnership joint venture of agency between CONTRACTOR and the



SUB-CONTRACTOR and shall not give rise to any relationship of employer and employee, master and servant or, principal and agent between the CONTRACTOR and the SUB-CONTRACTOR.

- 3.3. Neither party shall, save as expressly stated otherwise, have the power concluded a contract in the name of the other, to grant of pledge creditor the other, to incur liabilities on behalf of the other or to the employee any person on behalf of the other and either party shall save as expressly stated otherwise hold itself out to have such power to purport to exercise any such power.
- 3.4. The CONTRACTOR shall not be liable for any obligations incurred by the SUB-CONTRACTOR save where prior written approval of such commitment and liability was issued by the CONTRACTOR.

#### 4. COMPENSATION, BENEFIT AND EXPENSES

- 4.1. This agreement is on a two week basis; with a two calendar week's notice to terminate from either party in writing.
- 4.2. The SUB-CONTRACTOR shall raise and submit one invoice every two weeks for rental, driver salary and any incidental charges in respect of this agreement to CONTRACTOR. The first payment shall only be made by CONTRACTOR once the driver and the vehicle mentioned in annexure "**TB2**", is fit for the work, e.g. induction at the mine and all the safety checks has been done and that there is compliance with the conditions specified in this agreement and has been met, which will constitute the EFFECTIVE START DATE, then every two weeks thereafter on the two week anniversary of the effective date, if no breakdowns has occurred. The parties agreed that extra days are

allowed for breakdowns which will automatically move the effective date accordingly.

- 4.3. The SUB-CONTRACTOR shall use its own tools, other materials to perform the service. The SUB-CONTRACTOR shall be responsible for logistical arrangements or the transportation of the products from the designated loading site to the designated offloading site and shall be responsible for all incidental or related costs that may arise.
- 4.4. The CONTRACTOR is responsible for **tire wear and tear and services due.**
- 4.5. No cross-border work is allowed by CONTRACTOR all work for this rental agreement must be done within the borders of the Republic of South Africa.
- 4.6. The CONTRACTOR is to use the drivers supplied by the SUB-CONTRACTOR only. Should the CONTRACTOR require an alternative driver to operate the vehicle(s) mentioned in annexure "TB2", the CONTRACTOR must submit a written request to the SUB-CONTRACTOR, which request cannot be withheld unreasonably.
- 4.7. In the event that the CONTRACTOR requires a specific driver to operate the vehicle:
  - 4.7.1. The CONTRACTOR must submit a written request to the SUB-CONTRACTOR which request should include;
  - 4.7.2. The name of the specific driver;
  - 4.7.3. Copy of the drivers licence;

4.7.4. Details setting out the experience of the specific driver;

4.8. The SUB-CONTRACTOR will only consider specific drivers nominated by the CONTRACTOR who are qualified competent drivers trained in defensive driving and who have obtained a recognized certificate there to, having valid driving licenses and that a reliable, sober, literate and who are medically fit and properly to convey the inputs.

## 5. SUB-CONTRACTOR OBLIGATIONS

5.1. The SUB-CONTRACTOR hereby acknowledges and agrees to the following obligations and covenants with the CONTRACTOR to:

5.1.1. To Transport or move and deliver the product to the designated offloading sites by means of the vehicle/s which shall be listed in the rental agreement of the parties in annexure "**TB1**" immediately before or after the signing of this rental agreement provided that the vehicles meet the conditions specified under this rental agreement.

5.1.2. The Sub-Contractor shall at all times ensure a valid Goods in transit cover insurance is in place at all material times.

5.2. The SUB-CONTRACTOR must at all time provide and ensure that:

5.2.1. Ensure that vehicles given to CONTRACTOR in good working condition. The Sub-Contractor acknowledges that the vehicle is in a good working condition by signing inspection report. The parties acknowledge that breakdowns are inevitable.

5.2.2. The SUB- CONTRACTOR will offer 24/7 breakdown repairs. The SUB-CONTRACTOR, at his discretion, must credit the

CONTRACTOR for the pro rate days the vehicle is not operational due to such breakdowns.

- 5.2.3. The SUB-CONTRACTOR is to provide drivers with appropriate safety gear and ensure its correct use at all times as required.

failing the above, the vehicle may be withdrawn from service, and place into storage until there is compliance with the above CONTRACTOR'S obligations.

- 5.3. CONTRACTOR is not to overload trucks and must devise ways to prevent, control and avoid overloading. In the event of overloading the CONTRACTOR will be responsible for the trans-movement of the product to the final offloading point at no cost to the SUB-CONTRACTOR and any damage that may accrue to the vehicle due to overloading will be for CONTRACTOR'S account.
- 5.4. The SUB-CONTRACTOR must ensure that its equipment, including but without limitation to all vehicles used, is in good working and operating condition and is properly maintained so as to avoid injury to any personnel, or damage to the vehicle.
- 5.5. The SUB-CONTRACTOR must ensure that the vehicle is at all times **properly maintained** in a **roadworthy** and **running condition**, and to a standard that meets the CONTRACTOR requirements in regard to cleanliness, appearance and use. The SUB-CONTRACTOR has to make sure on regular intervals that the vehicles safety belts, lights and reverse warning alarm (visual and audio) are in good working order on the vehicle.
- 5.6. SUB-CONTRACTOR is required to manage the drivers and see that they fully adhere with all relevant road traffic legislation and safety

regulations that are in force from time to time governing the conveyance of the products.

- 5.7. The SUB-CONTRACTOR shall immediately report any major engine damage to CONTRACTOR.
- 5.8. The SUB-CONTRACTOR shall immediately report any minor damages or vehicle problems to the CONTRACTOR.
- 5.9. The SUB-CONTRACTOR must:
  - 5.9.1. At its own cost obtain all permits and the like that may be required in order for it to lawfully perform its obligations in terms of this rental agreement;
  - 5.9.2. Ensure that at all times a suitably qualified person is appointed by the SUB-CONTRACTOR to be responsible for and supervise the performance of the services and the SUB-CONTRACTOR'S other obligation in terms of this rental agreement and that at least one such person is contactable 24 hours a day at the minimum alternatively of contact person per 12 hours a day (06h00 to 18h00).
- 5.10. The SUB-CONTRACTOR shall provide a name and cell phone number, that at least one such person is available and authorized to make all and any decisions regarding the performance of the transportation services or any of the SUB-CONTRACTOR'S other obligation in term of this rental agreement.
- 5.11. In addition to the obligations herein the SUB-CONTRACTOR undertakes to:

- 5.11.1. All the equipment listed in this rental agreement shall be used by the CONTRACTOR exclusively for the purpose it is intended in this rental agreement throughout the validity of the rental agreement and that incompetent Drivers will be replaced immediately should the CONTRACTOR be of the opinion that the driver is unsuitable.
- 5.11.2. Co-operate with all and any other persons performing any services of any nature whatever at the loading sites or offloading sites as may reasonably be necessary, to properly perform its duties in terms of this rental agreement.
- 5.12. The CONTRACTOR will be liable for all rentals, driver salaries once the vehicle mentioned in annexure "**TB2**", is fit for the work and accepted for induction at the mine and all the safety checks has been done and that the conditions specified in this agreement has been met, which will constitute the EFFECTIVE START DATE and thereafter on the monthly anniversary of the effective date, (taking into consideration extra days allowed for breakdowns, which both parties agree moves the effective date, due to down time) to SUB-CONTRACTOR. Any outstanding amounts due to the SUB-CONTRACTOR will carry a 10% per annum interest on outstanding amount.
- 5.13. Any legal fees that may arise due to any breach of this rental agreement or funds outstanding to CONTRACTOR, the legal fees will be added to the amount recoverable from the SUB-CONTRACTOR.
- 5.14. The SUB-CONTRACTOR agrees to pay legal fees incurred by the Contractor for whatever reason on an Attorney and Client scale.

## 6. SAFETY AND ENVIRONMENT

- 6.1. The SUB-CONTRACTOR must observe and comply with at all times legislation and rules affecting safety health and welfare of its employees, drivers and the environment.

## 7. EQUIPMENT

- 7.1. The SUB-CONTRACTOR shall ensure that all of its equipment is at all times serviceable and in this regard shall allow an agent appointed by the CONTRACTOR to inspect the vehicle from time to time, by agreed appointment. After the inspection of any vehicle and adjudged to be unserviceable the vehicle, shall be withdrawn by the CONTRACTOR at SUB-CONTRACTOR'S cost and be placed in storage until such time as the vehicle is properly serviced.

- 7.2. Interchanges of vehicles and equipment by the SUB-CONTRACTOR shall be allowed at the CONTRACTOR'S sole discretion, only in the case of breakdowns and inefficiencies provided prior written approval has been issued by the CONTRACTOR to the SUB-CONTRACTOR.

## 8. ACCIDENTS AND BREAKDOWNS

- 8.1. In the event of any accident or breakdown involving any equipment used for purposes this rental agreement the SUB-CONTRACTOR shall:

- 8.1.1. Immediately notify the CONTRACTOR.

- 8.1.2. Arrange to trans-load and convey the products to the nearest offloading site at its own expense.

- 8.1.3. Arrange with the necessary policy underwriters of the damages and possible claims
- 8.1.4. Make good on the claims with his insurance for the loss or damage as a result of their direct or indirect involvement.
- 8.1.5. The failure by the SUB-CONTRACTOR to immediately notify the CONTRACTOR of any accident/or breakdown shall be considered as a **MATERIAL BREACH**.
- 8.1.6. Any withdrawal of the vehicle that is fit to start working, by the SUB-CONTRACTOR, prior to and after the effective date , without sufficient cause and or notice to the CONTRACTOR, shall be considered as a **MATERIAL BREACH**.

## 9. LIABILITY FOR LOSSES.

- 9.1. The SUB-CONTRACTOR shall have the right to replace missing or damaged parts by submitting a written request to the CONTRACTOR for approval.
- 9.2. The CONTRACTOR reserves the right to reject the replacement parts if they do not meet the same quality of the parts damaged or lost and to debit the invoice as indicated in clause above.

## 10. CONTRACTOR'S OBLIGATIONS

- 10.1. During the term of this rental agreement the CONTRACTOR shall:
  - 10.1.1. Keep accurate records of inspection report before delivery of vehicle.



- 10.1.2. documentary proof of purchase of the cargo is available;
- 10.1.3. any other documents to prove that the load the CONTRACTOR is transporting is legal;
- 10.1.4. the official loading instructions for booking truck in to the mine to be loaded;
- 10.1.5. proof of induction at the mine;
- 10.1.6. the weight is within the specifications of the vehicle; and
- 10.1.7. that the cargo is evenly distributed on the trailer and not overloaded.

## 11. INSURANCE

- 11.1. The SUB-CONTRACTOR acknowledges and agrees that it is responsible for procuring insurance in respect of all products in transit for each consignment and that each consignment is adequately insured.
- 11.2. The SUB-CONTRACTOR shall procure at a minimum third party collision insurance cover on vehicle under this agreement.

## 12. DELIVERY TIMES

- 12.1. The SUB-CONTRACTOR shall ensure the delivery of the products transported within the time periods between 06h00 and 18h00 (12 hour shifts) maximum per day prescribed by the CONTRACTOR, failure of which shall constitute a **MATERIAL BREACH**.

### 13. INDEMNITY

- 13.1. The SUB-CONTRACTOR shall indemnify and keep indemnified the CONTRACTOR its servants and employees from all claims and demands arising from breach or non-observance of all applicable legislation in the execution of the rental agreement.
- 13.2. The SUB-CONTRACTOR shall keep indemnified the CONTRACTOR from and against all actions, claims, cost charges, damages, loss of profit in any proceeding and demands that may be made or brought against the CONTRACTOR and or which the CONTRACTOR has suffered and or which the SUB-CONTRACTOR may bring or sustain in respect of any cause whatsoever.
- 13.3. The SUB-CONTRACTOR shall keep indemnified the CONTRACTOR from for non-observance and in respect of damage or injury to the persons property directly or indirectly due to or arising from an act neglect or default of the SUB-CONTRACTOR or its agents.
- 13.4. The SUB-CONTRACTOR shall keep indemnified the CONTRACTOR for any injury, loss or damage, arising from whatever manner caused to the transportation, movement or delivery of the products.
- 13.5. The SUB-CONTRACTOR shall keep indemnified the CONTRACTOR for any obligations incurred by the SUB-CONTRACTOR save where prior written approval of such commitment and liability was issued by the CONTRACTOR.

### 14. SETTLEMENT OF DISPUTES

- 14.1. The CONTRACTOR and the SUB-CONTRACTOR shall in the first instance make every effort to resolve amicably by direct, (documented)

informal negotiation any dispute of any kind arising between the parties in connection with this rental agreement. In the event of such a dispute the CONTRACTOR retains the sole discretion to withdraw the vehicle and place it in storage until such time as the dispute may be resolved.

- 14.2. If after fifteen days (to be determined by the CONTRACTOR) from the commencement of such informal negotiations the parties have not succeeded in negotiating a resolution or settlement of the dispute either party may refer the dispute for determination by arbitration in accordance with the arbitration act of the laws of the Republic South Africa or any statutory enactment in that behalf for the time being force. The decision of such an arbitrator shall be final binding upon the parties and the rental agreement governed by its term and condition will take precedence with a view to resolving the indifference based on the acceptance of this rental agreement.

## 15. ASSIGNMENT

- 15.1. This rental agreement is personal to the CONTRACTOR and the CONTRACTOR shall not assign transfer or support to assign or transfer to any other person any of its rights or obligations in whole or in part except with the prior written consent of the SUB-CONTRACTOR.

## 16. TERMINATION BY INSOLVENCY

- 16.1. The CONTRACTOR may terminate the contract immediately on notice to the SUB-CONTRACTOR if the SUB-CONTRACTOR becomes bankrupt or otherwise insolvent. In this event termination will not affect any right of action or remedy which has occurred or will accrue thereafter to the CONTRACTOR.

- 16.2. The CONTRACTOR may terminate this rental agreement immediately, without liability to the SUB-CONTRACTOR by giving notice at any time if:
- 16.2.1. The SUB-CONTRACTOR makes any voluntary arrangement with its creditor's or being an individual or firm becomes bankrupt or being a CONTRACTOR becomes subject to an administration order or goes into liquidation otherwise than for the purpose of amalgamation or an approved restructuring or
  - 16.2.2. An encumbrance takes possession or a receiver or liquidator is appointed for any of the property or assets of the SUB-CONTRACTOR; or
  - 16.2.3. The SUB-CONTRACTOR ceases or threatens to cease to carry on business; or
  - 16.2.4. The CONTRACTOR reasonably apprehends that any of the events mentioned above is about to occur in the relation to the SUB-CONTRACTOR and notifies the CONTRACTOR accordingly;
  - 16.2.5. Any termination of this rental agreement pursuant to this clause shall be without prejudice to any other rights or remedies that a party may be entitled to here in or at law shall not affect any accrued rights or liabilities of either party;

## 17. TERMINATION BY DEFAULT

- 17.1. Without prejudice to any other remedy for breach of contract, this rental agreement may be terminated forthwith by the CONTRACTOR if the SUB-CONTRACTOR commits any material breach of this rental agreement.

- 17.2. In the event of a breach capable of being remedied the CONTRACTOR shall provide the SUB-CONTRACTOR with written notice to remedy such breach within 10 business days of the written request, failing which the CONTRACTOR may cancel the agreement.
- 17.3. In addition, the CONTRACTOR may immediately terminate this rental agreement without notice:
- 17.3.1. If the SUB-CONTRACTOR through any of its employees engages in or knowingly fails to take action to prevent the commission of any illegal activity at the loading transport transfer off loading or consumption points; or
- 17.3.2. If the SUB-CONTRACTOR is not able to carry out its obligations and or does not perform its obligation under the rental agreement to the satisfaction of the CONTRACTOR;
- 17.4. In the event of the CONTRACTOR breaching this agreement, the SUB-CONTRACTOR shall provide the CONTRACTOR with written notice, requiring the CONTRACTOR to remedy its breach within 10 business days, failing which the SUB-CONTRACTOR will be entitled to cancel this agreement.
- 17.5. If the SUB-CONTRACTOR cancels the agreement, the CONTRACTOR will immediately return the vehicle to the SUB-CONTRACTOR failing which the SUB-CONTRACTOR will be entitled to charge the CONTRACTOR a daily rental fee calculated at the pro-rate monthly rental stipulated in this agreement.
- 17.6. Notwithstanding anything to the contrary and notwithstanding the termination of this rental agreement or any part thereof for any reason

whatsoever the provisions of this rental agreement which expressly or by implication are intended to survive such termination shall survive such termination and shall continue to be of force and effect.

## 18. NOTICES

18.1. Save as is specifically and expressly stated in this rental agreement all notices required or permitted under this rental agreement shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed postage pre-paid by registration or certified mail return receipt or by facsimile upon completion of dispatch and receipt of a successful transmission slip sent to the party to receive such notice at the above addresses of the CONTRACTOR or SUB-CONTRACTOR:

18.1.1. A party may at anytime change its address for service by notice in writing to the other, provided that the new address consists of or includes a physical address in the Republic of South Africa at which process can be served.

18.1.2. Notwithstanding anything to the contrary, a written notice or communication which has actually been received by a party shall be regarded as sufficient notice despite the fact that it has not been dispatched or delivered to or received at the address for service.

## 19. WAIVERS

19.1. No failure on the part of any party to exercise and no delay in exercising any right power or privilege under this rental agreement shall operate as a waiver of such right power or privilege nor shall any waiver of one breach be construed as a waiver of any right or remedies with respect to any subsequent breach. No waiver of the requirements of any provision

of this rental agreement shall be effective unless it is in writing and signed by the duly authorized representative of the party giving it.

## 20. ENTIRE AGREEMENTS

20.1. This agreement including any annexure attached hereto and documents and instruments to be executed and delivered, embodies the entire rental agreement between the parties and it supersedes all prior negotiation and agreements between the parties in relation thereto.

## 21. CONTRACT AMENDMENTS

21.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties. No agreement to vary add to or cancel this rental agreement shall be of any force of effect unless reduced to writing and signed by or on behalf of the parties to this rental agreement by the duly authorized representatives as defined in this rental agreement.

## 22. LANGUAGE

22.1. Transactions under this rental agreement and all notice and other communication between the parties shall be conducted in English

## 23. SEVERABILITY AND ENFORCEMENT

23.1. If any part of this rental agreement or the applicability thereof shall be held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable for any reason and in any respect the validity legality or enforceability of the remaining provision shall not be affected or impaired

in any way and such remaining provisions shall remain in full force and effect.

## 24. GENERAL

24.1. This is a non-exclusive rental agreement and the CONTRACTOR reserves the right to rent out to the SUB-CONTRACTOR vehicles rented in by the CONTRACTOR to a third party (herein after referred to as TRANSPORTERS). The SUB-CONTRACTOR is not allowed to contact any of the CONTRACTOR'S TRANSPORTERS in any form or manner whatsoever by letter, cell phone or social media as this will constitute a **MATERIAL BREACH** of this rental agreement, the CONTRACTOR will be able immediately cancel this agreement and to sue of damages and loss of income.

24.2. All obligations imposed by this rental agreement and the right and remedies available herein shall be in addition to and not in limitation of any duties obligations rights and remedies otherwise available by law.

24.3. The SUB-CONTRACTOR may have direct contact with the driver, only to make the necessary arrangements with regards to the services and breakdowns.

## 25. CONTRACT COORDINATOR

25.1. The CONTRACTOR designates Brian Talbot as its contract manager. The contract manager will be responsible for the coordination of activities under this rental agreement including receiving and approving invoices for the payments receivable.



25.2. The SUB-CONTRACTOR designates Mr \_\_\_\_\_  
as transport manager. The transport manager will be responsible for the  
co-ordination of activities under this rental agreement on its behalf

26. STORAGE/DELAYS

26.1. If the vehicle is withdrawn by the SUB-CONTRACTOR for any reason  
whatsoever in terms of this agreement the CONTRACTOR shall be liable  
for storage fees in the amount of **R500,00** per day, per truck and visa  
versa.

26.2. Storage fees will be levied daily and the amount is due and payable  
daily.

**SIGNED** for and on behalf of **CONTRACTOR** and duly authorised thereto.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

In the presence of: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**SIGNED** for and on behalf of **SUB-CONTRACTOR** and duly authorised thereto.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

In the presence of: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**ANNEXURE TB1**

The SUB-CONTRACTOR hereby rents \_\_\_ x **Horse and Side Tippers** (herein after referred to as the "**Vehicles**" as set out in Annexure TB2) to the CONTRACTOR to perform the services set forth herein subject to the terms and conditions of the **RENTAL AGREEMENT**.

**EFFECTIVE DATE** \_\_\_\_\_

**LOADING:** \_\_\_\_\_

**MINE:** \_\_\_\_\_

**COMMODITY:** \_\_\_\_\_

**OFFLOADING:** \_\_\_\_\_

(Return trip)

**LOADING:** \_\_\_\_\_

**COMMODITY:** \_\_\_\_\_

**OFF LOADING:** \_\_\_\_\_

The operating hours is from \_\_\_H\_\_\_ to \_\_\_H\_\_\_ or maximum \_\_\_\_\_ hour shift per day depend on as agreed between both parties. The truck will work every day and driver rests between shifts.

The rate is an every two week Rental of R\_\_\_\_\_ (\_\_\_\_\_)

per two week PER truck payment due every two weeks from date accepted hereof of \_\_\_\_\_ per truck. The driver salary is paid every two weeks on successful deliveries of \_\_\_\_\_ (\_\_\_\_\_ ) per driver into drivers account due every two weeks on same date rental is due.



