

**TALBOT TRANSPORT (PTY) LTD**

**TRANSPORTER 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 TRANSPORTER”)**)

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## WHEREAS

1. The TRANSPORTER 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 TRANSPORTER is in the transport business and professes to have considerable skills, knowledge and expertise in that field.
3. The TRANSPORTER 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, 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 TRANSPORTER 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 12 month basis, starting on the effective date and shall continue for a period of 12 months. The agreement will thereafter continue on a month to month basis on the same terms and conditions contained herein, with one calendar month written notice from either party.

2.2. In the event the TRANSPORTER fails to make timeous rental payments the Contractor may at his sole discretion withdraw the vehicle and place the vehicle into storage. In such event the Transporter shall have 15 business days, calculated from the date on which the rental payment was due, to remedy its breach, if the TRANSPORTER fails the TRANSPORTER will be liable for a reasonable cancelation penalty of 50% for the remaining period of this agreement. The TRANSPORTER shall be liable for all legal costs and other costs, plus interest calculated at 10% per annum on all amounts owing and due to CONTRACTOR.

2.3. Thereafter if the TRANSPORTER wishes to reinstate this rental agreement due to none payment the TRANSPORTER must pay all expenses the CONTRACTOR incurred during the non-payment period plus interest calculated at 10% per annum and the Contractors administration department must in writing notify the Transporter of the acceptance of such reinstatement. The Contractor retains the sole discretion to reinstate the agreement.

### 3. STATUS OF TRANSPORTER

3.1. The TRANSPORTER shall have an independent transport status and shall not be considered as an employee of the CONTRACTOR for any purpose. Accordingly, the TRANSPORTER 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 TRANSPORTER and shall not give rise to any relationship of employer



and employee, master and servant or, principal and agent between the CONTRACTOR and the TRANSPORTER.

- 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 TRANSPORTER 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 12 month basis; with a one calendar month's notice from either party in writing.
- 4.2. The CONTRACTOR shall raise and submit one invoice every month for rental, driver salary and any incidental charges in respect of this agreement to TRANSPORTER. Upfront Payment shall be made by TRANSPORTER on delivery of vehicle mentioned in annexure TB2 then every month thereafter on the monthly anniversary of the effective date.
- 4.3. The TRANSPORTER shall use its own tools, other materials to perform the service. The TRANSPORTER 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 TRANSPORTER is responsible for **tire wear and tear and services due.**
- 4.5. No cross-border work is allowed by TRANSPORTER all work for this rental agreement must be done within the borders of the Republic of South Africa.
- 4.6. The TRANSPORTER is to use the drivers supplied by the CONTRACTOR only. Should the transporter require an alternative driver to operate the vehicle(s) mentioned in annexure TB2, the Transporter must submit a written request to the Contactor who retains the sole discretion to replace and/or alternate drivers as the Contractor deems fit.
- 4.7. In the event that the Transporter requires a specific driver to operate the vehicle:
- 4.7.1. The transporter must submit a written request to the Contactor 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 Contractor will only consider specific drivers nominated by the Transporter 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. The Contractor retains the sole discretion in respect of the driver of the vehicle.

## 5. TRANSPORTER OBLIGATIONS

5.1. The TRANSPORTER 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 Contractor shall at all times ensure a valid Goods in transit cover insurance is in place at all material times.

5.2. The TRANSPORTER must at all time provide and ensure that:

5.2.1. documentary proof of purchase of the cargo is available;

5.2.2. any other documents to prove that the load the Transporter is transporting is legal;

5.2.3. the official loading instructions for booking truck in to the mine to be loaded;

5.2.4. proof of induction at the mine;

5.2.5. the weight is within the specifications of the vehicle; and

5.2.6. that the cargo is evenly distributed on the trailer and not overloaded.

failing the above, the vehicle will be immediately withdrawn from service, on the CONTRACTOR'S sole discretion and place into storage until there is compliance with the above Transporters obligations.

- 5.3. TRANSPORTER is not to overload trucks and must devise ways to prevent, control and avoid overloading. In the event of overloading the TRANSPORTER will be responsible for the trans-movement of the product to the final offloading point at no cost to the CONTRACTOR and any damage that may accrue to the vehicle due to overloading will be for TRANSPORTER'S account.
- 5.4. The Transporter 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 Transporter 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 TRANSPORTER 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. TRANSPORTER 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 TRANSPORTER shall immediately report any major engine damage to CONTRACTOR

- 5.8. The TRANSPORTER shall immediately report any minor damages or vehicle problems to the CONTRACTOR.
- 5.9. The TRANSPORTER 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 TRANSPORTER to be responsible for and supervise the performance of the services and the TRANSPORTER'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 TRANSPORTER 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 TRANSPORTER'S other obligation in term of this rental agreement.
- 5.11. In addition to the obligations herein the TRANSPORTER undertakes to:
- 5.11.1. All the equipment listed in this rental agreement shall be used by the TRANSPORTER 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 TRANSPORTER will be liable for all rentals, driver salaries due on the Invoice date (monthly anniversary of the effective date) to CONTRACTOR. Any outstanding amounts due to the 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 TRANSPORTER.

5.14. The TRANSPORTER 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 TRANSPORTER 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 TRANSPORTER 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 TRANSPORTER'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 TRANSPORTER 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 Transporter.

## 8. ACCIDENTS AND BREAKDOWNS

8.1. In the event of any accident or breakdown involving any equipment used for purposes this rental agreement the TRANSPORTER 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 TRANSPORTER to immediately notify the CONTRACTOR of any accident/or breakdown shall be considered as a **MATERIAL BREACH**.

## 9. LIABILITY FOR LOSSES.

9.1. The TRANSPORTER 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. Ensure that vehicles given to TRANSPORTER in good working condition. The Transporter acknowledges that the vehicle is in a good working condition by signing inspection report. The parties acknowledge that breakdowns are inevitable.

10.1.3. The CONTRACTOR will offer 24/7 breakdown repairs. The Contractor, at his sole discretion, may credit the Transporter for the pro rate days the vehicle is not operational due to such breakdowns.

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



## 11. INSURANCE

11.1. The 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 CONTRACTOR shall procure at a minimum third party collision insurance cover on vehicle under this agreement.

## 12. DELIVERY TIMES

12.1. The TRANSPORTER 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 TRANSPORTER 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 TRANSPORTER 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 TRANSPORTER and or which the Transporter has suffered and or which the CONTRACTOR may bring or sustain in respect of any cause whatsoever.

13.3. The TRANSPORTER 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 TRANSPORTER or its agents.

13.4. The TRANSPORTER 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 TRANSPORTER shall keep indemnified the CONTRACTOR for any obligations incurred by the TRANSPORTER 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 TRANSPORTER 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 TRANSPORTER and the TRANSPORTER 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 CONTRACTOR.

## 16. TERMINATION BY INSOLVENCY

16.1. The CONTRACTOR may terminate the contract immediately on notice to the TRANSPORTER if the TRANSPORTER 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 TRANSPORTER by giving notice at any time if:

16.2.1. The TRANSPORTER 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 TRANSPORTER; or

16.2.3. The TRANSPORTER 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 TRANSPORTER 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 Transporter 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 Transporter 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 TRANSPORTER 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 TRANSPORTER 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 Transporter shall provide the Contractor with written notice, requiring the Contractor to remedy its breach within 10 business days, failing which the Transporter will be entitled to cancel this agreement.

17.5. If the transporter cancels the agreement, the Transporter will immediately return the vehicle to the Contractor failing which the Contractor will be entitled to charge the Transporter 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 TRANSPORTER:

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 or 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 contract and the CONTRACTOR reserves the right to rent out to the Transporter vehicles rented in by the Contractor (herein after referred to as sub-contractors). The TRANSPORTER is not allowed to contact any of the sub-contractor's 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 Transporter 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 TRANSPORTER designates Mr \_\_\_\_\_ as transport manager. The transport manager will be responsible for the coordination of activities under this rental agreement on its behalf

## 26. STORAGE/DELAYS, MOBILIZATION.

26.1. If the vehicle is withdrawn by the CONTRACTOR for any reason whatsoever in terms of this agreement the Transporter shall be liable for storage fees in the amount of **R1800,00** per day, per truck.

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

26.3. Mobilization of truck/trucks and trailers for Transporters inspection can take up to 10 business days after signing this rental agreement but can be done sooner pending available stock on hand.

26.4. Once Contractor has made truck/trucks and trailers ready for Transporters inspection after our mobilization period of a maximum of 10 business days. Transporter is to attend inspection on day truck/trucks and trailers are lined up for such inspection. Failure from Transporter to attend the inspection day set up by Contractor will lead to cost being calculated and added to Transporters invoice and the **Effective Date** of this contract will be established on the day of inspection. All outstanding fees must be paid before truck/trucks and trailers are released into Transporters service.



**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 **TRANSPORTER** and duly authorised thereto.

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

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

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

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

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

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

**ANNEXURE TB1**

The CONTRACTOR hereby rents \_\_\_ x Horse and Side Tippers (herein after referred to as the "Vehicles" as set out in Annexure TB2) to the TRANSPORTER 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 a Monthly Rental of R\_\_\_\_\_ ( \_\_\_\_\_ )

per month PER truck payment due every month from date signed hereof of \_\_\_\_\_ per month per truck. The driver salary is paid every month on successful delivery of \_\_\_\_\_ of \_\_\_\_\_ per driver and due every month on same date rental is due. A R\_\_\_\_\_ ( \_\_\_\_\_ )

damage deposit is held per truck by CONTRACTOR during rental period and is refunded after rental period and inspection report.



