



**Mirra Mirra Media (PTY) LTD t/a**

**Mirra Mirra Rentals**

**LEASE AGREEMENT**

Client Information (Lessee)

Full Name/s

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Identification Number

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Telephone Number

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E-Mail Address

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**This lease agreement for camera lenses, accessories and photography related equipment, sets out the terms and conditions that have been agreed between:**

**Mirra mirra media (PTY) LTD t/a Mirra Mirra Rentals**

(Registration Number 2019/492676/07) hereinafter referred to as “**the Lessor**” and

\_\_\_\_\_ (ID No. / Passport No. \_\_\_\_\_) hereinafter referred to as “**the Lessee**”.

The Lessee, by its signature hereto, confirms that it agrees to all the terms and conditions of the agreement of lease stated herein.

Therefore, the Parties agree as follows:



## DEFINITIONS

The following terms shall bear the meanings assigned:

**“Agreement”**: means this agreement of lease between the Lessor and the Lessee for the lease of the Equipment for the Period of Lease

**“Equipment”**: means the equipment leased by the Lessor to the Lessor which equipment specifically includes camera bodies, camera lenses, flash units, battery packs, tripods, lens filters and other accessories and photography equipment;

**“Lessor”**: means Mirra Mirra Media (Pty) Ltd, a private company duly registered and incorporated in accordance with the laws of the Republic of South Africa;

**“Lessee”**: means the party leasing the Equipment from the Lessor, as described hereinbefore;

**“Cover”**: means the damage cover policy of insurance taken out by the Lessee with the Lessor to cover the leased Equipment against damage.

**“Lease Period”**: means the duration of the period of lease, commencing on the collection date and terminating on the return date.

**“Collection date”**: the date on which the Equipment is collected from the Lessor

**“Return date”** : the date, before 12pm on any Monday, Tuesday, Wednesday or Thursday or before 10am on any Friday or Saturday, on which the Equipment is due to be returned to the Lessor

**“Order”** : the formal request for reservation of Equipment for a specified Lease Period, made by the Lessee to the Lessor, by the completion of the prescribed Order Form.

**“Order Form”** : the prescribed documents, including identification documents, that are required to be completed and submitted by the Lessee to the Lessor, to secure a reservation of Equipment for lease from the Lessor.

**“Rental rate”** : the daily rental amount charged by the Lessor to the Lessee for the Lessee’s entitlement to use the Equipment

**“Invoice”** : the Tax Invoice issued by the Lessor to the Lessee for the rental charges in respect of this Agreement

## THE LEASE

Subject to the terms and conditions specified in this Agreement, the Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor, the Equipment as specified below;

1. The Lessor warrants that the Lessee shall be entitled to use the aforementioned Equipment for the duration of the Lease Period.
2. The Lessor will use its best endeavours to furnish the Lessee with the Equipment requested by the Lessee in the Order Form. Where any item/s are out-of-stock, the Lessor shall notify the Lessee of the unavailable item/s prior to the Collection Date.
3. The Lessor reserves the right to reject any Order, for any reason whatsoever, at any time prior to the Collection Date.
4. The Lessee may cancel an Order no later than twenty-four(24) hours before the specified collection time on the Collection Date .
5. I, the Lessee here by consent for the Lessor; **Mirra Mirra Media** (comprising its holding company, subsidiaries, affiliates and those entities in which it has a direct or indirect financial interest) or their duly authorised representatives to collect, store, collate, process and distribute all personal information which I have already disclosed or may in future disclose for purposes of or in connection with the provision service and leasing of electronic equipment, including but not limited to the following:
  - Performing a credit check on my credit card with any registered credit bureaus to ascertain my credit exposure and monitoring my payment behaviour with any registered credit bureaus,
  - Verifying my identity with any registered credit bureau or third party;

I further consent to the Disclosure of my personal information to any registered credit bureaus or any other public or private institution as may be required by law and further disclose the information in such a manner as directed by such institution, which may include the form of unencrypted communication.

For purposes of this consent, the term “personal information” shall include, without limitation, information relating to my name, identity number, age, date of birth, gender, marital status, physical address, e-mail address, cellular phone number, telephone number, nationality and/or language,

I confirm that this consent has been given freely and voluntarily by me and that I have not been unduly pressured or coerced into giving this consent to the Authorized Party.

**PLEASE SIGN ON LINE PROVIDED BELOW REGARDING POINT 5 under the heading The Lease;**

**Signature:**

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## **OWNERSHIP**

1. It is specifically recorded that the Lessor retains ownership of all Equipment, which remains the sole and exclusive property of the Lessor.
2. The Lessee acknowledges that it has no claim/s in and to the Equipment other than the entitlement to use the Equipment for the Lease Period subject to the terms and conditions stated herein.

## **COMMENCEMENT & TERMINATION OF THE LEASE PERIOD**

1. The parties shall be bound by the terms and conditions of this Agreement from the date and time that the Lessor issues a written confirmation of the Order.
2. Upon the expiration of the Lease Period on the Return Date, the Lessee shall return the Equipment to the Lessor, in the same condition as at the Collection Date, fair wear and tear from proper use excepted.
3. In the event that the Lessee fails to return the Equipment on the Return Date, the terms and conditions of this Agreement shall remain in full force and effect.
4. In the event that the Lessee fails to return the Equipment in the same condition as at the Collection Date, fair wear and tear from proper use excepted, the terms and conditions of this Agreement shall remain in full force and effect.
5. The obligations of the Lessee and the rights of the Lessor under this Agreement shall remain of full force and effect until the Equipment has been returned to the Lessor and the Lessee has complied with all its obligations to the satisfaction of the Lessor.

## **PAYMENT**

1. On the Date and at the time of collection of the Equipment from the Lessor, the full amount specified in the Invoice shall be unconditionally due and payable by the Lessee to the Lessor.
2. The Lessee shall not be entitled to set off any amount due to it by the Lessor against this amount.
3. The Lessee shall have no right to withhold payment for any reason whatsoever and agrees that no extension of time for payment of any nature or for any reason shall be extended to it.
4. Provided that the Lessee cancels the Order not less than twenty-four(24)hours before the Collection Date, the Lessee will not be liable for any charges in terms of this Agreement.
5. In the event that the Lessee cancels the Order within twenty-four(24) hours of the Collection Date, the Lessee will be liable for 50% of the Rental Rate.

## **COLLECTION AND INSPECTION**

1. The Lessee or its agent shall collect the leased equipment from the Lessor on the Collection Date.
2. Prior to the collection of the Equipment by any person other than the Lessee("the Agent"), the Lessee shall confirm the Agent's authority to collect the Equipment for and on behalf of the Lessee, together with the Agent's full name and identity number.
3. The Agent shall furnish the Lessor with positive identification on collection of the Equipment.
4. The Lessee or its Agent shall inspect the Equipment at the time of collection and confirm its satisfaction with the condition and functionality of the Equipment.
5. The Lessee or its Agent's acceptance of the Equipment shall be deemed to be confirmation of its satisfaction with the condition and functionality of the Equipment.
6. The Lessee shall be personally liable for any loss or damage to the Equipment following the release of the Equipment to the Lessee or its Agent on the Collection Date.
7. In the event that the Lessee or its Agent is dissatisfied with the condition and/or functionality of the Equipment on collection, the Lessee shall immediately notify the Lessor of such dissatisfaction and defects.

## **USE**

1. The Lessee undertakes to use the Equipment in the manner and for the purpose for which it is intended and in a proper and careful manner.
2. The Lessee shall not use the Equipment for any unsuitable purpose for which the Equipment is not designed.
3. The Lessee shall keep all Equipment housed and properly sheltered at all times. The Lessee shall ensure that all protective lens coats and lens filters remain on the lenses at all times. The Lessee shall be liable for all and any loss or damage to the Equipment resulting from the Lessee's failure to adhere to these conditions of use.
4. The Lessee shall not sublet or lend the Equipment to any other person or entity.
5. The Lessee shall use the Equipment in conformity with all National, Provincial, Municipal and other Laws, Ordinances and Regulations of the Republic of South Africa that in any way may relate to the possession, use and/or maintenance of the Equipment.
6. No unlawful use of the Equipment is permitted.
7. The Lessee shall keep the Equipment free and clear of any levies, taxes, duties, charges, and/or other encumbrances arising from the Lessee's use or operation of the Equipment during the Lease Period.
8. Where the Lessee intends to use the Equipment outside of the national borders of the Republic of South Africa, the Lessee is required to obtain the prior express written permission from the Lessor.
9. The Lessee is only permitted to make changes in the settings on the Equipment and may not repair or alter the physical make-up of the Equipment in any way.

## **RETURN OF EQUIPMENT**

1. The Lessee shall return the Equipment to the Lessor on the Return Date.
2. For each and everyday after the Return Date, or any part thereof, that the Lessee fails to return the Equipment to the Lessor, the Lessee shall be liable for daily penalty charges.
3. Such penalty charges arising from the Lessee's failure to return the Equipment shall be equal to 125% of the daily Rental Rate reflected on the Invoice.
4. In the event that the leased equipment is not returned within three(3) days after the Return Date, the Equipment will be deemed to have been sold to the Lessee for an agreed purchase price, being the replacement value as set out in clause 1 of this Agreement.
5. In the event of there being unreturned and/or damaged Equipment, the Lessor reserves the right to pursue all Civil and Criminal remedies available to it in terms of the law.
6. In the event of the Lessee returning a SD Card with information on, the Lessor holds no responsibility for the loss of information or damage to information.

## **INSPECTION ON RETURN**

1. On return of the Equipment, the Lessor's acceptance of the Equipment shall not constitute the Lessor's approval of the condition of the Equipment.
2. Following the return of the Equipment, the Lessor shall be entitled to inspect the Equipment at its convenience.
3. In the event that the Lessor is dissatisfied with the condition in which the Equipment is returned, the Lessor shall notify the Lessee of the details of its claim within 7 days following the date of return of the Equipment.

## **DAMAGE**

1. In the event of loss or damage of any nature whatsoever, to any part of the Equipment during the Lease Period, the Lessee shall immediately notify the Lessor with a detailed and accurate description of the damage and/or loss.
2. The Lessee shall return the damaged or defective equipment at the soonest possible time to the Lessor.
3. The Lessor shall have the exclusive right to appoint a technician to assess and repair the Equipment where appropriate.
4. The Lessee shall be bound by the assessment of the appointed technician and shall be liable for the full costs of repair in terms of the appointed technician's assessment.
5. In the event of the Equipment having to be replaced, the Lessee shall be liable for the full replacement value of the Equipment as set out in clause 1 of this Agreement.

## RISK AND INDEMNITY

1. The Lessee hereby assumes personal liability and shall bear the entire risk of damage, loss or theft of the Equipment arising from all and any cause howsoever, during the Lease Period or subsequent, until the Equipment is returned.
2. The Lessee acknowledges that such personal liability commences on collection, when the Equipment is handed to the Lessee or its Agent and remains with the Lessee until all Equipment is returned to the Lessor.
3. The Lessee indemnifies the Lessor against all and any claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney and own client costs arising out of, connected with or resulting from the Lessee's use or neglect of the Equipment. This specifically includes but is not limited to any loss of data on the Equipment.
4. The Lessee indemnifies the Lessor against any liability and/or claims resulting from the use, misuse, neglect, failure or malfunction of the Equipment. The Lessee assumes all liability that may arise from the use, failure or malfunction thereof.

## DAMAGE COVER

1. The Lessee by its signature here to, has elected to purchase damage "breakage" cover from the Lessor.
2. **It is hereby agreed by the parties that the Lessee's personal liability for any damaged Equipment will be limited to R7 5000-00 only.**
3. Such damage cover and limited liability does NOT apply to any damage incurred as a result of the following exclusions:
  - under-water photography;
  - aerial photography;
  - photography in high risk areas and circumstances;
  - protests, riots and war;
  - theft, destruction and/or total loss of the Equipment;**THEFT OF EQUIPMENT OUT OF A LOCKED CAR.**
4. In all and any circumstances where the Lessee is unable to return the Equipment, be it damaged or otherwise, within three (3) days after the Return Date, the **limitation of liability shall not apply** and the Equipment will, at the Lessor's election, be deemed to have been sold to the Lessee for the agreed purchase price, being the replacement value as set out in clause 1 of this Agreement.
5. **The Lessee hereby authorises the Lessor to deduct from its credit card, an amount, not exceeding R7 5000-00 per item, for which the Lessee is liable for any damage to the Equipment**

**PLEASE SIGN ON LINE PROVIDED BELOW REGARDING POINT 5 under heading Damage Cover;**

**Signature:**

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## GENERAL

1. The parties acknowledge and confirm that this document comprises the sole record of the entire agreement between them.
2. The terms and conditions of this Agreement or all of its clauses or component parts shall not be capable of any variation, consensual cancellation, alteration, waiver or suspension, unless in writing and signed by the parties hereto.
3. No relaxation, waiver or indulgence on the part of the Lessor in exercising any right conferred upon it in terms of this Agreement, shall constitute a waiver or novation of any such rights, nor shall any single or partial exercise of any right preclude any other or future exercise thereof or the exercise of any other right under this Agreement.
4. The headings used in this Agreement are for convenience only and shall not be used to construe meaning or intent.

## GOVERNING LAW

1. This Agreement shall be construed and enforced according to the Laws of the Republic of South Africa.

## POPI ACT

1. Lessee's personal information is only used for FICA purposes limited to Application processing.

THUS DONE AND SIGNED BY THE **LESSEE** AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_ Signature (Lessee)

\_\_\_\_\_ Full Name (in print)

THUS DONE AND SIGNED BY THE **LESSOR** AT \_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_ Signature (For and on behalf of the Lessor)