



RENTAL AND SERVICES AGREEMENT

CONTRACT NO

REF NO

HR APPROVAL

TEAM

1. PAYMENT AUTHORISATION

I, the customer, hereby irrevocably authorise my employer (as described in paragraph 2 below) to deduct any and all monies owing to TM Mobile in terms of this agreement from my salary until such time and the agreement is terminated.

CUSTOMER DETAILS		Telephone No(s)	Home:																				
Name			Work:																				
Surname		Contact Number																					
Identity Number	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																					WhatsApp Number:	
Physical Address		PORTING (NO MTN): *confirm number is on pre-paid																					
		Prepaid to Contract																					

2. EMPLOYMENT DETAILS

Employer Company Name		Salary Advice	
Employer Physical Address **this is to be the delivery address		Nett Salary (the wages actually received by you)	
Division/Payroll		Date salary is paid to you	
Clock Number		Date of commencement of employment	

3. PRODUCTS: Handsets and additional Items

Make and model 1 :		Make and model 2 :	
IMEI :		IMEI :	
SIM Number 1 :		SIM Number 2 :	
Cell Number 1 :		Cell Number 2 :	
Feature Handset :		Additional Sim Card :	

Stickers:

4. CHARGES: Rental of Products and Purchase of Services

In terms of the Agreement you are **renting the Products** and **buying airtime and data** from TmMobile for a period of _____months.

4.1. SERVICES TO BE PROVIDED	
Network Operator:	Data 1 (per month):
Data 2 (per month):	Airtime (per month):
4.2. Total Charges (per month): R.....	4.4 Start Date: (date on which total charges are due):
4.3. Number of Payments: _____ (R..... per week ☐ per fortnight ☐ per month ☐)	
Customer Signature :	Date :
Sales person Signature :	Team :

5. TmMobile Information

Is the customer already a TmMobile customer?	☐ Yes ☐ No	Copy of valid Identity document received	☐ Yes ☐ No
Form of proof of physical address	☐ Letter from Employer of Employees Work Address	Sales Representative - Name	

6. BANKING DETAILS

In the event that I leave my employer as described in paragraph 2 above, I hereby authorise TM Mobile to debit my account on the 1st day of each month, unless arranged otherwise in writing in favour of TM Mobile in respect of outstanding charges owing to TM Mobile, in terms of this agreement, until the total amount owing has been settled in full.

I undertake to provide TM Mobile with my banking details immediately on request : Bank Name _____ Bank acc nr: _____

7. DECLARATION

By affecting my signature to this agreement.

1. I confirm that the information provided by me to the TM Mobile sales representative and recorded in this agreement is 100% (one hundred percent) true and correct.
2. I acknowledge that the products (as described I paragraph 3 above) received by me are in good working order and to my satisfaction
3. I acknowledged that I have selected the correct products and services and I have done so out of my own free will
4. I hereby authorize TM Mobile to obtain a copy of my payslip from my employer, and that the products must be delivered to the employer's physical address as described in paragraph 2 above I also authorise TM Mobile to do am employment history check on my profile
5. I confirm and agree that if I leave my employment before all charges due to TM Mobile in terms of this agreement have not been paid in full. I hereby authorise my employer to deduct the outstanding amounts) owed to TM Mobile from my final payment package and to pay such amounts to TM Mobile in which case . I will entitled to an amount of 20% on the total charges outstanding in other words , if the total amount outstanding to TM Mobile R100. I will be receiving a discount of 20% and my employer will deduct and pay R80 to TM Mobile on my behalf) and keep on receiving airtime and data if I want to settle my hand set only. I will be entitle to 30% discount on the total charges outstanding.
6. If after myself and TM Mobile experience any delay by the other, neither party is prevented from exercising any rights they have in terms of this agreement in the future
7. The parties agree that this agreement does not constitute a credit agreement as specified by the National Credit Act 34 of 2005 as the agreement constitute a rental and services agreement and therefore will be excluded at all times from any applications for debt review and or an administration order
8. If the client /employer and or any authorised person cancel the payroll deduction agreement , this agreement will be cancelled with immediate effect without any further notification to the client. The 'client will return the product (device's) at the employer physical address or TM Mobile office as refer to paragraph 2 of this agreement .No duty will rest on TM Mobile to provide any data /airtime in terms of this agreement . upon cancellation of this agreement the client will not be entitled to claim any amount from TM Mobile which/heshe has already paid
9. Acknowledged and confirm that PART A AND B of this agreement are both parts of this agreement and by signing this agreement I confirm that I have read those documents and that I understand the content thereof and agree that I am bound by these documents, I also acknowledge that I have received a copy of the warrantee and also the terms and conditions
10. I confirm that I have read and understood the terms and conditions contained inn Part B of the agreement , I further acknowledge that this agreement contains the entire agreement between myself and TM Mobile will be bound by any term and included in this agreement,

If you , as the customer, have any questions regarding the content of this agreement , please ask the TM Mobile Sales representative for clarity before signing this agreement

7. SIGNATURE

NAME OF CUSTOMER:	Signature of Customer:	Date:	
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TERMS AND CONDITIONS

PART A

INTRODUCTION

1. TM Mobile Rents the handset and additional in terms , referred to as **products** to you and sells to you the "**services**" (Airtime and Data) in terms of a rental and services agreement.
2. **PRODUCTS AND SERVICES PROVIDED TO CUSTOMER**
- 2.1. Once you receive the products you are responsible to keep the products safe from damage, loss and and/ theft .This means that **if the products are damaged , lost or stolen , then you will be liable to pay for the repair or replacement of the products**. You will remain liable to all for all remaining charges on your current contract.
- 2.2. TM Mobile aim to deliver the products and services by not later than the start date (See paragraph 4.4 of Part A and will take reasonable steps as may be within TM Mobile control to do so, TM Mobile will ask the Network operator to activate the SIM Card as soon as it receive all RICA documents
- 2.3. In the case of the Network the airtime ,minutes and data will be loaded on the 01 rd day of each month during the agreement
- 2.4. The network operator will provide the services ,You acknowledge that TM Mobile is dependent on the Netwok operator and any resellers and other third party service providers to make the make the products and services available on time.
- 2.5. This means that you acknowledge and agree that TM Mobile may not deliver the products and services on time or at all or that there may be a period where the products and services are not available, **TM Mobile may not be held responsible for any delay in the delivery of the products on or disruption or failure and services** , if any such failure to perform , delay or disruption happens , then this shall not be considered as breach of the agreement
- 2.6. In the event that any maintenance , upgrade or modification is required to be made by the Network operator to the Network , then the services may be suspended from time to time.
3. **CHARGES AND PAYMENT**
- 3.1. In exchange for the products and services , you agree to pay TM Mobile , and all charges are inclusive of VAT, unless specifically state otherwise.
- 3.2. The charges are subject to the Network operator rules in connection with the carrying over and or expiry of any inclusive minutes or airtime . **This mean that airtime or minutes are not used with specifically time as per the network runes , the SMS bundles , minutes , data and airtime will expire and you will not be able to use them**, and you will not be able to receive any credit for them, if unused if you want to use for more airtime or data SMS bundles , this will be your own account, via prepaid .
- 3.3. By signing this agreement you give TM Mobile permission to collect the charges you owe it, you specifically agree that TM Mobile shall be allowed to collect the charges directly from your employer as a salary deduction and TM Mobile will send you a monthly statement (on your request) reflecting the charges deducted from your salary. Any deduction charges (for example SMS AND Cim swop or any other changes will be specify in the statement)
- 3.4. If TM Mobile is unable to collect the charges directly from your employer or you stop working for your employer (for any reason) then you **give TM Mobile a permission to collect the charges by means of debit order** (see paragraph 6 of Part A of this agreement) TM is allowed to choose whether
- 3.5. To collect the charges by a debit order against the bank details it provided to it.
- 3.6. To collect the charges from any other banking account into which your salary is paid to or new employer is paid into and you agree that TM Mobile or a collecting agent is allowed to ask your new employer for your new banking details (**New bank account or deduct the full outstanding amount owed to TM Mobile from your last salary payment**).
- 3.7. If you do not pay the charges on time, TM Mobile may suspend the use of the services TM Mobile will also notify you that you are in breach of this agreement if you do not fix the breach within (20 days) business days TM Mobile will be entitled to handover the account to its debt collectors . This may affect your credit record and you may be liable for legal fees .
- 3.8. In the event that the payment due to TM Mobile are collected as indicated in 3.5, 3.6 above the charges shall be deducted from the new bank account on the dates provided in paragraph 6 of PART A of the agreement
- 3.9. If the debit order fail **TM Mobile is allowed to resubmit the debit order another day without giving you notice** , if this happened you will be liable to pay all the costs and bank charges in connection of resubmitting of the debit order
- 3.10. You acknowledge and agree that **the statement signed by a manager of TM Mobile which show the amount you owe to TM Mobile** in terms of this agreement **shall constitute proof** at face value of the amount owe to TM Mobile, if you disagree with the amount shown in the statement you need to provide evidential documents in order for us to re-evaluate it, in such even TM Mobile, if the TM Mobile was actual accurate an admin fee will be charged
4. **REPAIRED OF PRODUCTS**
- 4.1. If products are not working or damaged the TM Mobile can help you arrange for repair of the products
- 4.2. Repairing a product during this agreement , you will have to pay for the cost of repairing any products , TM Mobile will have to perform any standard warranty repairs in respect of the product, however you will be responsible to arrange and pay any repairs not specified in the product's warranty policy.
- 4.3. You are limited to one repair and one replacement and total of two repairs two replacement over the lifespan of the contract subjects to the affordability as per the agreement with your employer
5. **INSURANCE COVER AND WARRANTIES PROVIDED BY THE MANUFACTURERS**
- 5.1. **TM Mobile does not provide insurance** in respect of the product, TM Mobile recommend that you should take insurance which is an additional amount to be paid by you , as soon as possible after signing the agreement , if you choose not to take insurance TM Mobile will not be held responsible for any loss. However the product is subject to the Manufacturer's warranty and guarantee provided by the manufacturers
- 5.2. You should **make sure that you understand the warranty policy provided by the manufactures** , if you take one of the following actions, then the warranty will be voided (means that you won't able to claim against the warranty .
- 5.3. Any attempt to replace the memory SIMCARD in the product in the product or
- 5.4. Attempt to replace any part of the handset and any liquid damage for example water damage and or
- 5.5. Any physical damage example crack screen and or attempt to open the handset with a foreigner object (a screwdriver)
- 5.6. **The event listed in clause 5,3,4,5) are not complete list of events which shall void the warranty and you should be carefully ready the warranty to understand what actions you are allowed or not allowed not to take .TM Mobile shall not be responsible if any warranty provided by the manufacturers in respect of the product is voided**
- 5.7. You should keep all original packaging of the product safe and in good condition



6. UNDERSDING AND ACKNOWLEDGEMENT BY THE CUSTOMER

- 6.1. You agree that you will follow the instructions and policies that guide the use of the product and services and that you will not use them or the Network for illegal purposes , you will not send span messages
- 6.2. This SIMCARD remain the property of TM Mobile
- 6.3. You may not reseller the services
- 6.4. You also confirm that you will immediately inform TM Mobile if the product is lost , stolen or destroyed , so that TM Mobile can blacklist (, so that phone cannot be used) or grey list , the phone can only receive calls and messages ,the product.
- 6.5. If the product is stolen , you must open a criminal case with the South African Police Services,
- 6.6. You and third party suffers due to the use of the product and service (in whatever way the loss is caused) and you indemnify TM Mobile against this loss (This means that you will pay TM Mobile the money it has to spend as result of any loss unless the loss is caused by TM Mobile fraudulent or negligent conduct in particular you are liable of any charges incurred in relation to the SIMCARD until you have asked us to blacklist the SIM card .
- 6.7. You allow TM Mobile to choose either to transfer its obligations under this agreement to another service provider or to suspend the services (for anu reasons at all) no longer has the authority to provide the services from the network provider operators . or resellers and or Network operators terminating their agreement with TM Mobile or if ICASA order TM Mobile to withdraw your telephone number, if TM Mobile chooses to suspend the services . you will not be charge during the time. The service is suspended
- 6.8. By signing this agreement you also recognize that TM Mobile keeps the rights to all the methods and systems it uses when providing the services . TM Mobile provide you with access to a telephone number and reserve the right to charge withdraw , reassigned the number or suspend your use of the telephone number . You agree that TM Mobile shall be entitled to provide third parties and or our service providers your personal information provided that such disclosure is in relation to providing the services to you and that we only disclosure the minimum of what is required.
- 6.9. TM Mobile may also required under the provisions of regulation and interception communication Act 2002 to intercept block filter disclosed or take other actions in relation of any communications sent to Network

7. COOLING PERIOD

- 7.1. If you enter into this agreement of direct marketing (if someone sold the products and services to you by phoning you or mailing you) You may cancel this agreement (5) business working days after the start referred to as ("the cooling period")
- 7.2. If you cancel the agreement within this cooling OFF period you must the product to TM Mobile within 10 (ten) Business working days
- 7.3. You will have to pay TM Mobile for any reasonable repair or replacement costs of the product if it is damaged or you may not able to return it.

8. CANCELLATION OF AGREEMENT

- 8.1. At any time you will be able cancel the agreement on 20 (Twenty) business days written notice to TM Mobile ("The cancellation notice")
- 8.2. If you cancel send TM Mobile a cancelation notice you will have to pay a reasonable cancellation fee ("The cancellation fee") which will include the outstanding charges that you still owed TM Mobile together with the fee that TM Mobile has to pay the Network operators for your cancellation
- 8.3. You must pay TM Mobile the cancellation fee in full within 5 (five) days after sending the cancellation notice . Before you can transfer your cellphone number to another service provider
- 8.4. On cancellation of this agreement , you will no longer be able to use the SIMCARD , you will remain responsible for paying any and all amounts owing to TM Mobile and you will also forfeit any remaining airtime or data not yet used

9. BREACH

If the customer breaches this agreement

- 9.1. If you breach this agreement by not doing something that you are supposed to do (for example you do not pay something on the date you are supposed to) and you do not correct that breach within 20 (twenty) business days after TM Mobile has written to you asking you do so , then without prejudice to any other rights which TM Mobile may have in law or in terms of this agreement . TM Mobile may claim specific performance or take steps to have the product greylisted or blacklisted or cancel this agreement and take the product back into its possession immediately . Please note that you will be liable for any costs incurred by TM Mobile in respect of unregreylisting or unblacklisting the product.
- 9.2. TM Mobile has to take any legal action against you, Then you agree that you will be responsible for TM Mobile's reasonable legal costs (or what is known as the attorney and own client scale) or any other costs and expenses , TM Mobile has to incur to protect its interest .
- 9.3. You agree that TM Mobile can suspend if you do not be abide by the terms of this agreement and or if you enter into any settlement with you creditors and or if you are sequestered , if TM Mobile suspend your use of the services in terms of this clause , you may lose the use of your telephone number.
- 9.4. If TM Mobile breach this agreement by not doing something that it supposed and TM Mobile doesn't correct that breach within 20 ("twenty") business days after you have written to TM Mobile asking TM Mobile to do so without prejudice to any other rights which you may have in law or in terms of this agreement you may claim specific performance or cancel this agreement

10. NOTICE AND LETTERS

- 10.1. If you or TM Mobile need to send each other any notice in connection with this agreement then those notices shall be sent to TM Mobile at the address on the first page of the contract to you in paragraph 1 of Part A
- 10.2. If any notice is sent by hand or email) it is assumed to have been received on the day and at the time it was delivered (or sent) 5 (five) business days after it was posted , however if you actually receive a notice then you agree that the notice was properly sent to you

11. LANGUAGE OF AGREEMENT

- 11.1. You confirm that you have chosen English as the official language for this agreement

12. GENERAL LEGALITIES

- 12.1. This agreement is governed by the laws of South Africa
- 12.2. No part of this agreement will be a benefit for any person who is not a party to the agreement , unless it clearly states that it is , despite anything else stated in this agreement, TM Mobile is allowed to cede (this mean to transfer) and or to delegate (this mean to assign) its rights and obligations under this agreement to a third party but you must first get TM Mobile/s written consent if you wish to cede, or delegate your rights and obligations under this agreement
- 12.3. This agreement cannot be changed unless both you and TM Mobile agree to the change (s) in writing
- 12.4. Any terms defined in Party A has the same meaning to those used in Party B and vice versa
- 12.5. If any clause is not enforceable in law, then that clause shall be deleted from the agreement and the rest of the agreement will remain binding and enforceable
- 12.6. If any clause is not enforceable , then that clause shall be deleted from the agreement and the rest of the agreement will remain binding and enforceable
- 12.7. For your convenience and protection , a security lock /unlock solution has been preloaded to the smartphone , should your scheduled payment fail , your smartphone will be locked to unlocked your smartphone , make payment for all arrears

13. DEFINITIONS

- 13.1. ICASA , means independent communication Authority of South Africa and .any replacement body or successor in tittle.
- 13.2. Business day " "means any day which is not a Saturday and Sunday or official public holidays in South Africa
- 13.3. Network "means electronic communications facilities which allows a user to access and use a mobile telephone and or internet via a mobile telephone
- 13.4. SIM Card means Subscriber identity Mobile Card , which contains a telephone number which is programmed to allow a user to access a services
- 13.5. Resellers means fully licensed providers of the services to TM Mobile other than the Network operators
- 13.6. Telephone number means 10 digit number associated with the SIMCARD and which number is used to communicate with the holder of that SIM Card