



## SURETYSHP

It is recommended that the surety/ies obtain independent legal advice to ensure that they understand their commitment in terms hereof and the potential consequence of their decision to bind themselves as surety/ies and co-principal debtor/s.

1. Subject to the terms and conditions set out below the undersigned are hereby bound jointly and severally as surety/ies and co-principal debtor/s with the User (as defined in the Agreement of Hire) for all amounts which are now or might in the future become payable by the User to Sunlyn Rentals (Pty) Ltd ("Sunlyn") or our cessionary/ies in the event of a cession in terms of the agreement of hire and arising out of or incidental to same or from any other cause howsoever arising.
2. The surety/ies choose to accept service of all documents for all purposes arising out of this suretyship at the address/es set out alongside their respective signature/s.
3. The surety/ies hereby agree that where it is contemplated that more than one person will sign as surety, those who have signed as surety/ies shall be fully bound, irrespective of whether or not the other or others referred to will have signed this document or become bound in terms hereof.
4. The surety/ies agree that adequate value has been received and shall continue to be received for the granting of this suretyship.
5. The surety/ies agree that no extension of time or other indulgences given, nor any release of any other security or suretyship shall in anyway affect the surety/ies liability hereunder. The surety/ies indemnify and hold Sunlyn and our cessionary/ies in the event of a cession harmless against any claims arising against Sunlyn or its cessionary/ies out of or incidental to the agreement of hire, its breach or its termination for any reason whatsoever.
6. The surety/ies hereby agree that it will not be necessary for Sunlyn to first execute against or recover from the User before turning to the surety/ies for payment of any amounts owing from the surety/ies.
7. The surety/ies abandon any right which the surety/ies may have that any amount owing by them be divided in proportion between the sureties.
8. The surety/ies abandon any claim which the surety/ies may have to claim cession of all the rights and securities which may be held by Sunlyn against the User and the other sureties.
9. The surety/ies agree that any action may be instituted against the surety/ies arising herefrom out of the Magistrates' Court. Should any action be instituted by Sunlyn in the High Court of South Africa the recovery of such costs shall not be limited to the Magistrates' Court Scale.
10. The surety/ies agree to make payment of any legal costs that may be awarded against the surety/ies as between attorney and own client.
11. A certificate under the hand of any manager, or authorised person, as given from time to time, in respect of the surety/ies indebtedness or any other fact, shall on the face of it, be proof of such indebtedness and/or such fact. It shall not be necessary to prove the appointment of the person signing such certificate.
12. The surety/ies confirm having agreed Sunlyn is and will be entitled at any time to communicate with any person to obtain and provide any information relating to the surety/ies payment behavior, credit worthiness or defaults, and that such information may be disclosed to any other person.
13. This deed of suretyship shall remain in force, and the surety/ies is/are not entitled to withdraw or cancel this suretyship until such time as all amounts owing by User to Sunlyn have been settled in full.
14. The surety/ies by signing this deed of suretyship confirm having been advised that:
  - 14.1 they are entitled by law to any confidential financial information relating to User;
  - 14.2 by signing this deed of suretyship the surety/ies personally bind themselves to Sunlyn to perform all the obligations of User, instead of User, should User fail to do so;
  - 14.3 the surety/ies obligations in terms of the deed of suretyship will remain in existence in order to secure not only existing obligations but also any future obligations which may arise by further dealings between Sunlyn and User and that the surety/ies liability is not limited to a single transaction or class of transactions;
  - 14.4 the surety/ies obligations in terms of the deed of suretyship shall only terminate once all amounts owing by User to Sunlyn have been discharged;
  - 14.5 the surety/ies take independent legal advice.
15. The Surety/ies confirm and warrant that to the extent to which the provision of section 15 of the Matrimonial Act of 1984 may apply to him/her/them, he/she/they has/have obtained the consent of his/her/their spouse/s to the granting of this suretyship.

Thus done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Full name	Street Address and Identity Number	Signature of Surety	
Full name	Street Address and Identity Number	Signature of Surety	
Full name	Street Address and Identity Number	Signature of Surety	
Full name	Street Address and Identity Number	Signature of Surety	
As Witnessess			
1. Signature	Print Name	2. Signature	Print Name



## MASTER AGREEMENT OF HIRE

"You" or "User" \_\_\_\_\_

Registration No. \_\_\_\_\_ VAT No. \_\_\_\_\_

Physical Address \_\_\_\_\_

and Postal Address \_\_\_\_\_ Postal Code \_\_\_\_\_

and Telephone No.'s \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

ask "us" Sunlyn Rentals (Pty) Ltd (Reg. No. 1988/000147/07) of 29 Scott Street, Waverley, Johannesburg to hire to you and which we agree to do, the equipment listed in the schedule/s hereto ("the goods") and at the Installation Address which we accept as per the Terms of Business set out overleaf.

Your signature who confirms that he/she is authorized to sign the Agreement	Name of signatory _____
Position of signatory _____ Witness: _____	Date _____ Place _____ Witness: _____
Signature _____	Print Name _____
FOR OFFICE USE ONLY:	
Our signature _____	Name of signatory _____
Position of signatory _____ Witness: _____	Date _____ Place _____ Witness: _____
Signature _____	Print Name _____

1. YOU HEREBY ACKNOWLEDGE AND AGREE THAT -
  - 1.1. NOTHING THAT IS NOT DISTINCTLY SET OUT HEREIN IS BINDING ON US.
  - 1.2. YOU WERE REFERRED BY THE SUPPLIER OF THE GOODS TO US.
  - 1.3. WE HAVE BOUGHT THE GOODS FROM THE SUPPLIER AT YOUR SPECIAL INSISTANCE AND REQUEST.
  - 1.4. WE ARE NOT RESPONSIBLE FOR THE SUITABILITY OR QUALITY OF THE GOODS.
2. YOU GUARANTEE THAT IMMEDIATELY BEFORE THE SALE OF THE GOODS TO US, THE SUPPLIER WAS THE OWNER OF THE GOODS AND ENTITLED TO SELL AND PASS OWNERSHIP OF THE GOODS TO US.
3. YOU HEREBY INDEMNIFY US -
  - a. AGAINST ANY LEGAL RESPONSIBILITY FOR ANY CLAIM THAT MAY BE MADE AGAINST US, AND/OR
  - b. FOR ANY LOSS THAT WE MAY SUSTAIN ARISING FROM ANY BREACH OF ANY OF THE AFORESAID PROVISIONS OR FOR THE FAILURE OF THE SUPPLIER TO PASS OWNERSHIP OF THE GOODS OR DELIVER THE GOODS TO US, AND/OR
  - c. FROM ANY OTHER LOSS WHICH WE MAY SUFFER IN RELATION TO THE GOODS OF WHATSOEVER NATURE AND HOWSOEVER ARISING AND WHETHER OR NOT YOU ARE AT FAULT IN RELATION THERETO.
4. SHOULD THE AGREEMENT BE CANCELLED, OUR AFOREGOING RIGHTS, WHICH WERE OUR'S BEFORE CANCELLATION OF THE AGREEMENT, SHALL REMAIN ENFORCEABLE.
5. YOU ARE HEREBY GIVEN NOTICE OF YOUR ENTITLEMENT OF FREE CHOICE IN TERMS OF SECTION 43 (1) OF THE SHORT TERM INSURANCE ACT 53 OF 1998.

**Upgrade option**  
User shall have the right to upgrade the goods or any part thereof, subject to our prior written consent.