

## RENTAL AGREEMENT

The Rental Agreement is between the following parties:

Lessor: RentMed Solutions (Pty) Ltd

(Registration number: 2022/216651/07)

And

The Lessee, with the following details:

Full names:	<input type="text"/>
ID number:	<input type="text"/>
Address:	<input type="text"/>
Contact number:	<input type="text"/>
Email address:	<input type="text"/>

The Lessee hereby leases from the Lessor, who hereby leases, subject to the Terms and Conditions attached hereto, the Rental Goods selected below:

- |   |  |
|---|--|
| <input type="checkbox"/> Care Bed OMEGA-5                   | <input type="checkbox"/> Luxury care bed ALPHA-5 |
| <input type="checkbox"/> Care Bed + Overbed table (Combo)   | <input type="checkbox"/> Wheelchair (standard)   |
| <input type="checkbox"/> Air mattress (Bubble air mattress) | <input type="checkbox"/> Wheelchair (heavy duty) |
| <input type="checkbox"/> Air mattress (Ripple air mattress) | <input type="checkbox"/> Bed extension (15cm)    |
| <input type="checkbox"/> IV stand                           | <input type="checkbox"/> Patient lifting pole    |

All bed rentals include a mattress and battery backup. Lifting poles are optional.

Kindly select the rental term of your choice below:

- 1 Month  
 2 Months  
 3 Months

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The Lessee's rental payments due to the Lessor are as follows, as per the quote provided:

Monthly rental fee:	R <input type="text"/>
Delivery fee:	R <input type="text"/>
Collection fee:	R <input type="text"/>
Rental start date:	<input type="text"/>

The effective starting date of the Agreement will be the date that delivery takes place. The rental term End date will be the delivery date plus the rental term selected by the Lessee. Each month's rental will be due at the beginning of each monthly rental period.

The first month's payment will consist of the monthly Rental fee, delivery and collection fees. For the any following months the monthly fee will only consist of the monthly rental amount.

Rental payments can be made via the following methods:

1. EFT (electronic funds transfer)
2. Card payment (via secure online portal from Yoco)  
<https://pay.yoco.com/rentmed>

All payments should be made to the following banking details:

Bank name: Investec Bank Limited  
Account name: RentMed Solutions  
Account number: 1001 347 2755  
Branch code: 580 105  
Reference: Quote number

This Rental Agreement is hereby authorized by:

Lessee, signed at:	<input type="text"/>
Lessee, signed date:	<input type="text"/>
Lessee, name:	<input type="text"/>
Lessee, signature:	<input type="text"/>

Lessor, signed at:	<input type="text"/>
Lessor, signed date:	<input type="text"/>
Lessor, name:	<input type="text"/>
Lessor, signature:	<input type="text"/>

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## TERMS AND CONDITIONS OF RENTAL

### **1. RENTAL TERM**

- 1.1 The initial term of Lease shall be the period as chosen in the Rental Agreement, or term on the quote accepted by the Lessee. By the Lessee making the relevant payment on the quote provided, they are automatically agreeing to the term period chosen as per the quote.
- 1.2 The Lease shall commence on the delivery date of the Goods and shall expire upon reaching the end of the term period chosen.
- 1.3 In the event of the Lessee wishing to renew or extend the Lease beyond the initial term, he or she shall apply to the Lessor in writing no less than 3 (three) business days prior to the expiry date. Notification of continuation must be sent to [admin@rentmed.co.za](mailto:admin@rentmed.co.za) and upon receipt thereof RentMed will respond in writing.
- 1.4 Upon the renewal or extension of the initial lease period the renewal period shall be governed by the same terms and conditions that applied to the initial period.
- 1.5 Should the Lessee continue to use the goods beyond the expiry of the initial period, without letting us know in writing at least three business days before the expiry date of the intention to end the Lease, then the lease will automatically continue as an auto renewal for the another full month.

### **2. RENTAL FEES**

- 2.1. The Lessee shall pay the rental and any relevant fees as set out in the quotation or invoice. No delivery of leased/rental equipment will be done without RentMed having received payment for the first month's rental fee, delivery and collection fees. The funds need to clear into our bank account before delivery is made.
- 2.2. The Lessee shall be liable for the full rental amount, even in circumstances where the Leased Goods are returned prior to the expiry of the rental term, and the Lessee will not be entitled to any refund for returning the Goods early.
- 2.3 No pro-rata term usage rates will be considered.
- 2.3. The Lessee shall pay, together with the rental fee a damages deposit, if the Lessor deems it fit to levy such a deposit.
- 2.4. Should the Lessee return the Leased Goods upon the expiry of the Lease in the same condition as they were prior to the commencement hereof, fair wear and tear accepted, the Lessor shall be obliged to return the damages deposit within 5 (five) business days of the goods having been returned.

### **3. PAYMENTS**

- 3.1. RentMed rental payments can be made via EFT (electronic funds transfer), or via secure online card payment portal provided by Yoco. Our banking details and Yoco payment link are provided to customers on our website. No cash payments are accepted.
- 3.2 All fees are payable in advance, whether it be for private rental clients or for clients making use of medical aid reimbursement processes.
- 3.3 You will receive an invoice for all payments received by us. Invoices and paid-up statements will be provided within two working days from the funds received by us.
- 3.4 Each month's rental is payable at the beginning of the rental period i.e. if the rental started on the 10<sup>th</sup> of the month then the next month's fee is due on the 9<sup>th</sup> of the following month.
- 3.5 If you do not receive a rental invoice for any period after the first month of rental, then it does not free you from the obligation to pay your monthly rental on time, as per your contract.

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#### **4. PENALTIES**

- 4.1 Late payment of monthly rental fees where payment was more than five (5) working days late, may be levied interest on the overdue amount of 5% at the sole discretion of the Lessor.

#### **5. INVOICING CONDITIONS**

- 5.1 Customers who make use of two/three month contracts on a private rental basis would have received a discounted rental rate for making use of a private rental instead of via a medical aid scheme reimbursement process, and therefore their invoices will adhere to basic invoicing criteria only and they will not be able to claim from their medical aid scheme via submitting their invoicing to the scheme.
- 5.2 If a customer (such as described in point 5.1) would like to claim from their medical aid scheme in arrears, then they will have to make an additional payment to us for the difference between the rate we charge to medical aid clients for per month and the rates that they have paid to us in the past – we will then provide the customer with revised invoices for medical aid scheme reimbursement purposes. Kindly note that all requests of this nature will incur an administration charge of R 350 which will be payable to us in advance of the invoices being issued. A lead time of five (5) working days apply in this instance and any requests must be sent to: [admin@rentmed.co.za](mailto:admin@rentmed.co.za)
- 5.3 Any rental invoicing adjustment request (other than stipulated in points 5.1 & 5.2) will incur an administration charge of a minimum of R 200. Any such requests carry a lead time of five (5) working days and must be sent to: [admin@rentmed.co.za](mailto:admin@rentmed.co.za)
- 5.4 Please note that claims cannot be submitted to medical aid schemes after four months of the service being rendered as claims older than four months are consider stale claims by the medical aids and they will not do reimbursement for such claims.

#### **6. ORDER CANCELLATION**

- 6.1 In the event that the customer pays a rental order and then cancels the order without the equipment having been delivered yet, then a Cancellation fee of R 500 will apply. The cancellation fee will be deducted from the initial amount received from the customer and the net amount will be paid back to the customer within five (5) working days from having received the notification of cancellation. The customer must notify RentMed in writing of the cancellation to the following email address: [admin@rentmed.co.za](mailto:admin@rentmed.co.za)
- 6.2 In the event that the customer pays a rental order and then cancels the order with the equipment having been delivered yet, but with the equipment already in transit to the client, then a Cancellation fee of R 500 plus any relevant cost of transport at that point in time will apply. The cancellation fee and transport costs will be deducted from the initial amount received from the customer and the net amount will be paid back to the customer within five (5) working days from having received the notification of cancellation. The customer must notify RentMed in writing of the cancellation to the following email address: [admin@rentmed.co.za](mailto:admin@rentmed.co.za)
- 6.3 For any contract cancellation where the initial contract term was longer than one month, the relevant cancellation fee permitted by law will apply. In early cancellation of such contracts a Cancellation fee equal to a minimum of one month's rental fee will apply.

#### **7. USE**

- 7.1 The Lessee shall only use the Leased Goods for the purposes for which they are intended, and in a careful and proper manner in compliance with all national, provincial, municipal, police and other laws, ordinances and regulations of the Republic of South Africa in any way relating to the possession, use and/or maintenance of the Goods.

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7.2 Rental equipment may not be assembled or disassembled by the Lessee or any other party besides a RentMed technician.

7.3 Leased Goods are Not for sale to the Lessee or any other party at any point.

## **8. REPAIRS AND MAINTENANCE**

8.1 The Lessor shall at its own cost keep the Leased Goods in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Leased Goods in good mechanical working order. The Lessee shall not repair or materially alter the physical or otherwise makeup of the Goods in any way.

8.2 The Leased Goods shall be checked by the Lessor prior to collection by the Lessee. In the event that the Leased Goods appear damaged when the Leased Goods are collected or delivered, the Lessee must notify Lessor immediately upon first inspection of the Leased Goods, and the parties will in such event negotiate a mutually agreeable solution.

## **9. DAMAGE, LOSS AND INSURANCE**

9.1 The Lessee assumes and shall bear the entire risk of loss and damage to the Leased Goods whilst the Goods are in their possession. The aforesaid risk shall pass to the Lessee upon delivery of the Leased Goods, and the risk shall remain with the Lessee until the Goods have been returned to the Lessor.

9.2 In the event of damage of any kind whatsoever to the Leased Goods, the Lessee agrees to immediately contact the Lessor with an accurate description and picture/photo evidence of the damage and the circumstances of its occurrence. Upon failure of Lessee to provide picture/photo evidence of the damage, the Lessor will send out a technician to assess the damage and the call-out fee will be for the Lessee's account. The call-out fee will become due and payable within 24 hours of the call-out occurring and the invoice being rendered to the Lessee. If the damage reported by the Lessee to the Lessor is a result of technical failure of the product itself, then no call-out fee will be levied to the Lessee for any assessment and/or repair by the technician. The Lessee agrees to be bound, legally and otherwise, by the report of the Lessor's chosen repair venue as to the cause of the damaged to the Goods.

9.3 Insurance of all and any liability of whatsoever nature on the part of the Lessee arising out of the use of the Goods is the responsibility of the Lessee.

## **10. COLLECTION AND SURRENDER**

10.1 Upon the expiration of this Lease, the Lessee shall return the Leased Goods to the Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone accepted.

10.2 The Lessor's acceptance of the Leased Goods upon return by Lessee shall not represent the Lessor's acceptance as to condition of Leased Goods upon return and the Lessor reserves the right to inspect the Leased Goods and make an assessment regarding their condition.

10.3 RentMed endeavours to have all rental equipment collected within 48 hours (i.e. two working days) after having received notification from the client to do so in writing. Collection notifications should be sent to: [admin@rentmed.co.za](mailto:admin@rentmed.co.za) (email titled 'Collection').

## **11. INDEMNITY**

11.1 The Lessee shall indemnify the Lessor against, and hold the Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Lessee's use of the Goods.

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## 12. DEFAULT

- 12.1 In the event of either party breaching any of the terms of the Lease and failing to remedy such breach within a period of 5 (five) business days of receipt of a written notice demanding that such breach be remedied, the party aggrieved thereby shall be entitled, without prejudice to any other right which it may have in terms of the Lease or in terms of any other law, to:
- 12.1.1 claim specific performance of the terms of the Lease as well as such damages which it may have suffered;
  - 12.1.2 cancel the Lease and claim and recover damages; or
  - 12.1.3 keep the Lease in force and recover such damages as it may have suffered as a result of such breach.
- 12.2 Failure by the Lessee to make the Leased Goods available for collection upon expiry of the lease shall result in the Lessee becoming liable to pay a penalty fee of a full month's rental fee.

## 13. OWNERSHIP AND ASSIGNMENT

- 13.1 The Leased Goods are, and shall at all times be and remain, the sole and exclusive property of the Lessor. The Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.
- 13.2 The Lessee shall not assign or transfer this Lease or its interest in the Leased Goods without the prior written consent of the Lessor.

## 14. DOMICILIUM CITANDI ET EXECUTANDI

- 14.1 Each of the Parties chooses the address set out in the quotation as their domicilium citandi et executandi which all notices, legal processes and other communications must be delivered for the purposes of this Lease.
- 14.2 Any notice or communication given in terms of this Lease shall be valid and effective only if in writing.
- 14.3. Any notice to a Party contained in a correctly addressed envelope and:
- 14.3.1 sent by prepaid registered post to the above chosen address; or
  - 14.3.2 delivered by hand to a responsible person during ordinary business hours at the above chosen address shall be deemed to have been received, in the case of registered post, on the 5th(fifth) business day after posting (unless the contrary is proved); or in the case of hand delivery, on the day of delivery.
- 14.4. Any notice to a Party sent by electronic mail shall be deemed to have been received on the same date as delivery thereof.

## 15. DISCLAIMER

- 15.1. Every effort is made to assure that descriptions and prices are correct. The Lessor reserves the right to correct errors as needed. All prices and availability are subject to change without notice.

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