The Lessee must notify the Lessor immediately in writing of any loss or damage to the Equipment, and accepts responsibility for such loss or damage, subject to 7.3 above.

8.  TERMINATION

8.1 The Lessee will not be entitled to terminate the Agreement whether wholly or in part prior to the Expiry Date, unless:

8.1.1 The Lessor consents to early termination, in which case the Lessee will be obliged to pay to the Lessor a cancellation fee in a sum equivalent to the Monthly Rental Fee. In these circumstances, termination becomes effective on the date that the Lessor consents thereto.

8.1.2 The Lessor is a security services company, and the Lessee to which the Equipment has been deployed, is cancelled by the end-user. In these circumstances, the Lessee will provide the equipment notice period for the Lessor to give the Lessor, with proof of cancellation of the site. The Lessee will be invoiced for the duration of the notice period.

8.3 If the Lessee terminates the Agreement without the Lessor's consent, the Lessee will be liable for the full outstanding sum of the Agreement, being the number of months remaining until the Expiry Date, multiplied by the Monthly Rental Fee. In this case, termination becomes effective on the date that the Lessee expressly, or tacitly, terminates the Agreement.

8.4 The Lessee may terminate the Agreement prior to the Expiry Date, for any reason, by giving the Lessor 30 days’ notice. In these circumstances, the Lessee will not institute proceedings, or any claim, against the Lessor for any loss or damages suffered as a result of the termination of the Agreement.

8.5 The Lessor will return the Equipment in its original condition, fair wear and tear excepted. To the Lessor's Premises within two business days of either termination of the Agreement, or the Expiry Date, whichever occurs first.

9.  BREACH

9.1 The Lessee will be in breach of the Agreement if it fails to:

9.1.1 Make any payment in terms of the Agreement;

9.1.2 Comply with any other provision of the Agreement;

9.1.3 Satisfy any judgment for the payment of money obtained against the Lessor, within 7 (seven) business days of such judgment; and/or

9.1.4 Disclose negative information, or provides false information during negotiations leading up to the conclusion of the Agreement, or in the Agreement itself.

9.2 In the event of any breach of the Agreement, the Lessor may, in addition to any other right or indemnity that it may have under the Agreement or in connection therewith:

9.2.1 Without notice, terminate the Agreement and demand that the Lessee returns the Equipment to the Lessor’s premises with immediate effect;

9.2.2 Claim the full outstanding sum of the Agreement, being the number of months remaining until the Expiry Date, multiplied by the Monthly Rental Fee; and/or

9.2.3 Institute a claim for damages against the Lessee.

10  INDEMNITY & LIABILITY

10.1 The Lessee will defend, indemnify and hold harmless the Lessor against all liability, loss, damage, claims, costs and expenses arising from:

10.1.1 The nature of the Equipment, except and only to the extent that such liability, loss, damage, claims, costs or expenses is caused by the Lessee's gross negligence;

10.1.2 Any breach of obligation by the Lessee;

10.1.3 The negligence, in any degree, of the Lessee.

10.2 Notwithstanding anything to the contrary contained in the Agreement, the Lessor will not be held responsible for any consequential damage or loss arising by reason of any defect or fault in the Equipment from any cause whatsoever.

11  MISCELLANEOUS

11.1 Any notice under the Agreement will be given in writing to the other Party, and delivered by hand or by registered post or by fax or email. The Parties agree that their respective domicils stand in evidence for all purposes under the Agreement their physical addresses, email addresses and telephone numbers stipulated in the Agreement.

11.2 A certificate signed by a manager of the Lessor (proof of his/her appointment or position not necessary) will be sufficient proof of any amount owed by the Lessee to the Lessor in terms of the Agreement, for purposes of obtaining judgment against it – including provisional sentence and interim judgment.

11.3 The Agreement, and any claim or dispute arising out of or in connection therewith, will be subject to South African law.

11.4 The Parties agree that any legal action or proceedings arising out of or in connection with the Agreement may, at the Lessor's sole discretion, be brought in the Johannesburg Magistrate's Court, and the Lessee irrevocably submits to the non-exclusive jurisdiction of such court, as well as to the jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrate's Court Act, 32 of 1944. This clause is for the benefit of the Lessor only, and will not limit the Lessor’s right in any event to bring proceedings against the Lessee in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

11.5 The Lessor agrees that in the event of the Lessor instituting legal proceedings against it to recover any amounts due in terms of the Agreement, for breach of the Agreement, for enforcement of any other obligations and/or for the recovery of damages owed by the Lessor to the Lessor in terms of the Agreement, the Lessor will be liable for all legal costs incurred by the Lessor on the scale as between attorney and own client, as well as collection commission and tracing agents' fees.

11.6 The Agreement comprises the entire agreement by and between the Parties. No purported variation, alteration, novation or cancellation of the Agreement, or any of its clauses (including this clause), will be of any force or effect unless it is recorded in writing and signed by duly authorised representatives of both Parties.

11.7 No extension of time or waiver of any of the terms of the Agreement will operate as an estoppel against any Party in respect of its rights under the Agreement, nor will it operate so as to prejudice such Party thereafter exercising its rights strictly in accordance with the terms of the Agreement.

11.8 The Lessor accepts the terms of the Agreement and acknowledges that a copy thereof has been provided to its duly authorised representative.