



Visual Impact Broadcast Solutions (Pty) Ltd
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Gardens, Cape Town
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Johannesburg
2196
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www.visuals.tv

APPLICATION FOR CREDIT FACILITIES

Please mark with (X) the entity under which you trade.

- Registered Company Close Corporation Partnership
- Sole Proprietorship Co-Operative Other (Specify)

Registered Name of Company
(hereinafter referred to as the
"Customer")

Trading Name

Registration No.

VAT Reg. No.

Postal Address

Physical Address

Delivery Address

Contact person in accounts

When did you start trading?

Telephone

Fax

Email

Directors / Members / Partners / Owner

Full Name Identity No. Address Telephone

Trade References

Name Contact Person Address Telephone

Trade References

Name of Bank Account No. Branch Code Date opened

ANY CREDIT FACILITY GRANTED TO THE CUSTOMER WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF HIRE SET OUT BELOW

IF CUSTOMER IS A JURISTIC PERSON THE SIGNATORY ON BEHALF OF THE CUSTOMER HEREBY BINDS HIMSELF AS SURETY AND CO-PRINCIPAL DEBTOR IN FAVOUR OF VISUAL IMPACT BROADCAST SOLUTIONS (PTY) LIMITED ("VISUAL IMPACT") FOR THE PAYMENT OF ALL AMOUNTS WHICH MAY BE DUE BY THE CUSTOMER TO VISUAL IMPACT FROM TIME TO TIME, AS SET OUT IN THE TERMS AND CONDITIONS OF HIRE

TERMS & CONDITIONS OF HIRE

(" Conditions of Hire")

1. DEFINITIONS

"VISUAL IMPACT" means Visual Impact Broadcast Solutions (Pty) Ltd t/a Visual Impact: Magus, a company incorporated in the Republic of South Africa under company registration number 2001/019706/07 and having its registered business address at: 60 Cradock Avenue, Dunkeld, Johannesburg, 2196;

"Customer" means the hirer of the Equipment, namely the person or company whose details are set out in the Quotation or Rental Collection Note;

"Contract/s" means these Conditions of Hire together with where applicable, the Quotation, the Rental Collection/Delivery Note, the Credit Application, the Order and all schedules and appendices thereto **and any Service Level Agreement that may be signed between VISUAL IMPACT and the Customer relating to the Equipment;**

"Equipment" means all equipment hired to the Customer by VISUAL IMPACT under these Conditions of Hire as detailed in the Quotation;

"Hire Period" means the period in respect of which the Equipment **and/or crew** is hired by VISUAL IMPACT to the Customer as detailed in the Quotation;

"Order" means the written acceptance of a Quote by the Customer;

"Personal Information" shall have the meaning ascribed to it in Chapter 1 of the Protection of Personal Information Act, No 4 of 2013, as amended from time to time, including any regulations made under the Act, and includes, but is not limited to a name, address, email address, telephone or fax number, education, employment or other personal credentials provided, or which is collected from the Customer or other third parties, before and/or during the background screening process and/or thereafter;

"POPIA" means the Protection of Personal Information Act, No 4 of 2013, as amended from time to time, including any regulations made under the Act;

"Privacy and Data Protection Conditions" refers to the 8 (eight) statutory prescribed conditions for the lawful Processing of Personal Information;

"Privacy Policy" refers to VISUAL IMPACT's privacy policy which can be found on its website alternatively a copy will be made available upon request.

"Quotation" means the quotation to which these terms and conditions are attached, and "Commencement Date" means the start date as set out in the Quotation;

"Verification Information Suppliers" means third parties acting on behalf of VISUAL IMPACT, including, but not limited to, credit bureaus, governmental bodies, and any educational, training, and fraud prevention organisations.

2. HIRE OF EQUIPMENT

2.1 The Quotation is an offer by VISUAL IMPACT to hire the Equipment as detailed in the Quotation and subject to these Conditions of Hire.

- 2.2 Acceptance of the offer will be the signature of the Quotation and the return thereof by no later than the quote expiry date. Alternatively, the Customer shall be deemed to have accepted the Quotation subject to the Conditions of Hire by:
 - 2.2.1 the written confirmation of the Quotation, or
 - 2.2.2 the payment thereof, or
 - 2.2.3 collecting the Equipment from Visual Impact.
 - 2.3 These Conditions of Hire are deemed to be incorporated into all Contracts for the hire of Equipment to the Customer and supersede all terms and conditions previously issued by VISUAL IMPACT;
 - 2.4 The Contract constitutes the whole of the agreement between VISUAL IMPACT and the Customer and should not be varied in any way unless done so in writing and signed by both parties.
3. **CREW**
- 3.1 **In the event of crew being hired as part of the Contract, the following provisions will apply to each crew member being hired:**

- 3.1.1 **Work Week:** The crew shall be available to render services for 5/6 days a week during the Hire Period which days may include weekends, public holidays or religious holidays.
- 3.1.2 **Weekly Service Requirement:** The crew shall render services for an accumulated 60/72-hour work week, with a maximum of 12 hours per day.
 - 3.1.2.1 **Non-Continuous day:** 12 hours call on set to wrap on set which time will include lunch breaks; or
 - 3.1.2.2 **Continuous day:** 10.5 uninterrupted hours.
- 3.1.3 **Daily Turnaround:** The break between wrap on one day and recall the next day shall be no less than 10 hours.
- 3.1.4 **Weekly Turn-around:** The break between wrap of the Work Week and recall of the following week shall be no less than 24/36 hours.
- 3.2 In the event that a crew member renders the services for a 7th (seventh) day in any week, an additional fee, calculated at the rate of 1.5 x the daily rate quoted shall be paid by the Customer.
- 3.3 In the event that a crew member renders the services for more than the daily requirement in any 1 (one) day the Customer shall pay a fee for these additional hours, at 1.5 x the hourly rate calculated for every additional hour (or part thereof) during which the services are rendered. The hourly rate will be the daily rate quoted divided by 12.
- 3.4 In the event that a crew member is required to render services such that the Daily Turnaround time or Weekly Turnaround time is invaded, the Customer shall pay a fee for such invaded hours at 1.5 x the hourly rate. The hourly rate will be the daily rate quoted divided by 12.

4. TITLE

Notwithstanding anything herein contained, VISUAL IMPACT shall remain the sole and absolute owner of the Equipment. Without prejudice to any provision in these Conditions of Hire, the Customer shall at all times use its best endeavours to assist VISUAL IMPACT to resume possession of the Equipment whether during or after the Hire Period if the Customer has lost or relinquished possession of the Equipment or at the expiration of the Hire Period if it is not then returned to VISUAL IMPACT, and hereby authorizes VISUAL IMPACT to enter upon the Customer's premises during normal working hours for those purposes.

5. PRICES

- 5.1 The cost of the hiring of the Equipment shall be the cost as set out in the Quotation and shall be subject to VAT at the prevailing rate. VISUAL IMPACT shall have the right to adjust its price list for any increase in any costs of any kind arising for any reason after the commencement of the Hire Period.
- 5.2 Payment of all invoices are due by the Customer prior to collection of the Equipment unless credit facilities have been granted to the Customer in which case payment will be due without set off within 30 days from date of invoice and the Customer shall pay interest on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgement) at the maximum prevailing rate in terms of the National Credit Act, 2005 on a daily basis or the legal rate of interest, whichever is higher and reimburse to VISUAL IMPACT all costs and expenses (including legal costs incurred on an attorney and client basis) incurred in the collection of any overdue amount.
- 5.3 Any discount provided is on the basis that the Customer has agreed to make payment of its account within the specified settlement period. Failure to make payment within the settlement period will amount to forfeiture of the discount and the Customer will then be liable for payment of the discounted portion, which will be invoiced to the Customer.

6. EXTENSION OF HIRE PERIOD

Any extension to the Hire Period or addition to the Equipment hired by the Customer shall be agreed to in writing by VISUAL IMPACT and shall be invoiced separately and shall be subject to the then current price list of VISUAL IMPACT.

7. TERMINATION

Without prejudice to any right or remedy of VISUAL IMPACT, this Contract may be terminated by VISUAL IMPACT forthwith by notice in writing to the Customer: -

- 7.1 upon breach of the terms of clause 8.2 and failure by the Customer to rectify the breach within 24 (twenty-four) hours of written notice to the Customer of such breach;
- 7.2 upon breach of any of the other terms and conditions of this Contract by the Customer;
- 7.3 if the Customer enters into liquidation (other than for the purposes of bona fide amalgamation or reconstruction) whether voluntary or otherwise or a receiver, business rescue practitioner or administrator is appointed over all or part of its assets or enters into a voluntary arrangement with its creditors or suffers any insolvency event or suffers any process analogous to the above under foreign laws; or
- 7.4 if the Customer comes under the control of any third party or parties other than that by which it is controlled at the date hereof or other than by an affiliate of it for the purposes of a bona fide reorganization. For the purposes of this paragraph, control shall mean either the ownership of fifty percent (50%) or more of the ordinary share capital of the company carrying the right to vote at general meetings of either party or the power to nominate a majority of the board of directors of either party;

in which event VISUAL IMPACT may demand the immediate return of the Equipment, together with compensation for any damages or loss suffered as a result of such breach, which will include damages for loss of hire charges for the Equipment;

8. USE OF EQUIPMENT

The Customer undertakes to:

- 8.1 use and maintain the Equipment at all times strictly in accordance with the manufacturer's instructions and all user manuals, pamphlets and booklets provided by VISUAL IMPACT to the Customer and to comply with all safety instructions and regulations relating thereto;
- 8.2 only allow persons with appropriate qualifications and experience to use the Equipment,
- 8.3 ensure that only qualified underwater camera operators make use of the underwater camera's and housing;
- 8.4 not use the Equipment on any hazardous assignment or in any high-risk areas without the prior written consent of VISUAL IMPACT;
- 8.5 take all reasonable precautions to avoid loss or damage to the equipment;
- 8.6 not remove the Equipment from the territory of South Africa.

9. DELIVERY, COLLECTION AND RETURN OF THE EQUIPMENT

- 9.1 Unless otherwise agreed to by VISUAL IMPACT in writing, the Customer shall collect the Equipment from VISUAL IMPACT's premises;
- 9.2 All vehicles brought onto VISUAL IMPACT'S premises will be at the vehicle owner's risk. VISUAL IMPACT accepts no liability whatsoever for loss or damage to vehicles or personal property.
- 9.3 The person authorized to collect the Equipment on behalf of the Customer shall be deemed to have authority to bind the Customer in signing any agreement with VISUAL IMPACT on behalf of the Customer;
- 9.4 Where the parties have agreed in writing that VISUAL IMPACT shall deliver the Equipment to the Customer and VISUAL IMPACT is unable to deliver or collect such Equipment due to the fault or negligence of the Customer, the Customer shall be

- obliged to pay all delivery and/or collection charges at VISUAL IMPACT's standard transport rates as applicable at the date of such attempted delivery or collection.
- 9.5 Delivery or collection of the Equipment, as the case may be, shall be deemed to take place at the time VISUAL IMPACT makes the Equipment available to the Customer, any duly authorised agent of the Customer or any carrier deemed to be the Customer's duly authorised agent at VISUAL IMPACT's premises or other delivery point agreed to in writing by the parties and all risk in and to the Equipment shall pass upon the Equipment being handed over to the Customer at such delivery or collection point.
- 9.6 VISUAL IMPACT shall not be liable for any penalty, loss, injury, damage or expense arising from the delay or failure to timeously deliver the Equipment or the delay or failure to make the Equipment timeously available to the Customer for collection.
- 9.7 If the Customer fails to collect or take delivery of the Equipment or any part thereof on the Commencement Date or fails to provide any instructions or authorisations required to enable the Equipment to be collected by or delivered to the Customer, as the case be, on the Commencement Date, VISUAL IMPACT shall be entitled upon written notice to the Customer to terminate the Contract forthwith and claim from the Customer all damages and loss suffered as a result thereof.
- 9.8 The Customer acknowledges that on signature of the Rental Collection Note, whether signed by the Customer, an employee, an agent or representative of the Customer, he has inspected and tested the Equipment and he is satisfied with its condition, quality, safety, suitability and correct functioning (including the film testing of all cameras and underwater housing) for his purpose and agrees no warranty, condition, description or representation on VISUAL IMPACT's part is given other than as may be contained in a written document signed by VISUAL IMPACT and the Customer's obligation to pay hire prices and otherwise comply with these Conditions of Hire shall continue notwithstanding any subsequent defect or breakdown of the Equipment.
- 9.9 Unless otherwise agreed in writing by the parties, the Customer shall be responsible for the return of the Equipment to VISUAL IMPACT's premises and handed to an authorized representative of VISUAL IMPACT upon expiration of the Hire Period or termination of the Contract. All costs incurred in or as a result of the return of the Equipment shall be borne solely by the Customer.
- 9.10 In the event that the Customer returns Equipment after hours and hands the Equipment to security personnel then the Equipment will only be accepted on the basis that the sole risk of loss or damage to the Equipment will remain vested in the Customer until such time as VISUAL IMPACT has recorded the return of the Equipment.
- 9.11 Any return note for the Equipment issued by VISUAL IMPACT at or after the end of the Hire Period shall not be evidence of the condition of the Equipment described in it.
- 9.12 On the return of the Equipment by the Customer, VISUAL IMPACT's engineers ("the Engineers") shall conduct a thorough inspection of the Equipment to ensure that the Equipment has been returned in the same condition as received by the Customer at the Commencement Date.
- 9.13 The Engineers' report shall be forwarded to the Customer upon completion thereof and shall detail any loss or damage caused to the Equipment during the Hire Period. Such report shall constitute prima facie evidence of any loss or damage caused by the Customer to the Equipment during the Hire Period. The liquidated amount of the loss or damage to the Equipment shall be paid on demand by the Customer to VISUAL IMPACT. In the event of the Equipment being damaged beyond repair, then the loss will be in accordance with VISUAL IMPACT's then current replacement list price of the Equipment.
- 9.14 On the return of the Equipment, all data on the memory devices, including but not limited to hard drives, discs or tapes shall be deleted by VISUAL IMPACT, unless the Customer has specifically instructed VISUAL IMPACT otherwise in writing prior to the return of the Equipment.

- 9.15 The Customer shall pay delivery and collection charges at VISUAL IMPACT's standard transport rates from time to time to VISUAL IMPACT on demand as an extra cost.
10. INSURANCE
- 10.1 Unless otherwise agreed by VISUAL IMPACT, the Customer shall contribute the rate of 10% of the total cost of hire to VISUAL IMPACT for the cost of insurance, indemnifying VISUAL IMPACT and the Customer against physical loss of or damage to the Equipment during the hiring, on terms which are available from VISUAL IMPACT upon request. Those terms will exclude liability of the insurers for the stipulated excess of loss arising from each and every identifiable loss. **The Customer will be liable to pay VISUAL IMPACT for the full excess amount on demand, which excess will be a minimum of R 5,000.00. The excess will be calculated as 20% of the claim for each and every loss due to theft or accidental damage and 10% of the claim in respect of every other loss.**
- 10.2 Such indemnifying of the Customer is subject to the terms, exclusions, and conditions of the policy of such insurance and to the Customer complying with all the terms and conditions of this Contract. The exclusions include the insurer not being liable for:
- 10.2.1 Loss of or damage to Equipment resulting from or caused by:
- 10.2.1.1 Theft from unattended vehicles;
- 10.2.1.2 It undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
- 10.2.1.3 Inherent vice, latent defect, vermin, insects, shrinkage, evaporation, loss of weight, rust contamination, mildew, or leakage of contents, unless caused by a peril not otherwise excluded;
- 10.2.1.4 The dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others;
- 10.2.1.5 Detention, confiscation or requisition by customs or other officials or authorities, shortage of inventory or any unexplained loss or mysterious disappearance.
- 10.2.2 **Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;**
- 10.2.3 **Mechanical, electronic or electrical breakdown, failure, breakage or derangement;**
- 10.2.4 **Loss of or damage to goods consigned under a bill of lading;**
- 10.2.5 **Aerial and underwater photography;**
- 10.2.6 **Absconsion.**
- 10.3 Notwithstanding the terms, exclusions, and conditions of the policy of the insurer, the Customer agrees that it is a term of this Contract that the Customer will not have a claim for insurance in the event of the physical loss of or damage to the Equipment during the hiring being as a result of the Customer's unprofessional use or deficiency in the technical use and knowledge of the Equipment or gross negligence.
- 10.4 The Customer will be liable to pay VISUAL IMPACT the full replacement cost of the Equipment in the event of the insurer repudiating the claim, which amount will be in accordance with VISUAL IMPACT's then current replacement list price of the Equipment.
- 10.5 Should the Quotation not specify an amount for the Customer's contribution to the cost of insurance, the Customer shall be solely responsible for insuring the Equipment against any loss or damage of the Equipment during the Hire Period, for any reason whatsoever.
- 10.6 The Customer agrees:

- 10.6.1 not to do, suffer or admit any act, matter or thing which may prejudice any policy of insurance effected by VISUAL IMPACT for the benefit of VISUAL IMPACT and the Customer;
 - 10.6.2 to immediately notify VISUAL IMPACT and the Police where necessary and take any practicable steps towards discovery and recovery in the event of theft and, as soon as practicable, provide to VISUAL IMPACT a full written report of the circumstances of any loss or damage with any particulars or evidence as is reasonably required by the VISUAL IMPACT.
- 10.7 **No underwater equipment will be insured by VISUAL IMPACT and the Customer must take out appropriate insurance for all underwater equipment with a reputable insurance company and proof of insurance must be delivered to VISUAL IMPACT before the hire commences. VISUAL IMPACT's interest in the equipment must be noted on all insurance documents. The Customer must inform the insurer of the potentially hazardous conditions associated with the use of the underwater equipment including exposure to salt water. The insurance policy must include an extension to include hire charges incurred on lost or damaged underwater equipment whilst it is being replaced or repaired.**

11. LOSS, DAMAGE AND LATE RETURNS

Notwithstanding the provisions of clause 10, should any Equipment while at the risk of the Customer be lost, destroyed, damaged or returned after the Hire Period, the Customer will be liable to pay to VISUAL IMPACT the following on demand:

- 11.1 any expenditure VISUAL IMPACT may incur by reason of tracing or endeavouring to trace the whereabouts of or retaking or attempting to retake possession of the Equipment including, but without limiting the generality of the foregoing, any moneys paid by VISUAL IMPACT in releasing any lien claimed over the Equipment and any repairs to the Equipment;
- 11.2 the loss of hire charges, which charges will not exceed 13 weeks hire;
- 11.3 storage charges for the Equipment;
- 11.4 the replacement cost of the Equipment in the event of loss, which amount will be in accordance with VISUAL IMPACT's then current replacement list price of the Equipment.

12. DEPOSIT

- 12.1 As security for the hiring and use of the Equipment for the Hire Period, the Customer shall at the election of VISUAL IMPACT make payment to VISUAL IMPACT of a refundable deposit as set out in the Quotation of the value of the Equipment. The full refund of the deposit shall be conditional upon VISUAL IMPACT not suffering any loss or damage to the Equipment during the Hire Period.
- 12.2 The Customer shall on demand pay VISUAL IMPACT such amount/s as VISUAL IMPACT may from time to time in its absolute discretion require as security for hire charges for any period of the hiring and the return of the Equipment not covered by sums previously paid as security.
- 12.3 The balance of any sums to be paid by the Customer shall be refunded after all liabilities of the Customer to VISUAL IMPACT have been satisfied in full.

13. NOTICE OF DEFECT

- 13.1 The Equipment shall be deemed to be in good repair and condition in accordance with the Conditions of Hire and to the Customer's satisfaction upon collection or delivery thereof, as the case may be.
- 13.2 Any alleged defect shall be notified by the Customer in writing to VISUAL IMPACT within 40 hours of the receipt of the Equipment or, in the case of any defect which is not reasonably apparent on inspection, within 1 day of the defect coming to the Customer's

attention and in any event not more than 3 days from the date of receipt of the Equipment.

- 13.3 VISUAL IMPACT shall have no liability with regard to any claim in respect of which the Customer has not complied with the Conditions of Hire.
- 13.4 The Customer shall not allow any technician to do any repair work upon the Equipment without VISUAL IMPACTS prior written consent in which event the Customer shall not have any authority to create any lien or charge upon the Equipment and the Customer shall give notice of this provision to any technician before such technician does any repair work upon or service of the Equipment

14. INDEMNITY AND LIMITATION OF LIABILITY

- 14.1 The Customer hereby indemnifies VISUAL IMPACT, its respective officers, directors, employees, shareholders, agents and representatives and holds them harmless against all and any claims, actions or proceedings of whatsoever nature made or instituted by any third party in respect of any liability or liabilities (including any contingent liabilities) relating to or arising out of the hiring of the Equipment in terms of this Contract or the operation of the Equipment.
- 14.2 The Customer shall at all times and in all respects indemnify VISUAL IMPACT in respect of all actions, proceedings, costs claims, and demands whatsoever brought by any person for the death of or injury to any person/s other than death or injury due to the negligence of VISUAL IMPACT or damage to property caused by or arising out of the use of the Equipment in any manner whatsoever whether such liability arise under statute or common law howsoever
- 14.3 VISUAL IMPACT shall not be liable to the Customer for any damage, loss or destruction howsoever caused, which shall include but not be limited to transportation of the Equipment (including transportation by VISUAL IMPACT), use of the Equipment, instances where the solid state memory, hard drives, discs, tape or any form of media fails to render the results required, expected, stipulated or contracted for by the Customer or, its agents or any third party either within the time period as required, expected, stipulated or contracted for by the Customer or, its agents or any third party at all, trans-coded files not rendering the results required, expected, stipulated or contracted for by the Customer or, its agents or any third party either within the time period as required, expected, stipulated or contracted for by the Customer or, its agents or any third party at all, data loss in part or partial or corruption of solid state memory, hard drives, laser discs, tape or any form of media.

15. CANCELLATION

If the Customer purports to cancel this Contract or fails to accept delivery of the Equipment for any reason whatsoever, the Customer shall pay VISUAL IMPACT by way of liquidated damages the following amounts:

- 15.1 Cancellations 24 hours before 9am on the day of collection will be liable to pay the full amount of the total hire price payable for the Hire Period and any discount granted to the Customer in terms of the Quotation shall be forfeited.
- 15.2 Cancellations between 24 hours and 48 hours of collection will be liable to pay 50% of the total hire price payable for the Hire Period and any discount granted to the Customer in terms of the Quotation shall be forfeited.

Such payments shall be made without prejudice to any other right or remedy of VISUAL IMPACT under this Contract.

16. SURETY

The person signing the Quotation on behalf of the Customer ("the Surety") does hereby bind himself/herself jointly and severally with the Customer as surety and co-principal debtor, in favour of VISUAL IMPACT for the due fulfilment of any and all

obligations of the Customer to VISUAL IMPACT, arising out of this Contract The Surety hereby renounces the benefits of excussion and division, and the benefits of cession of action, "non numeratae pecuniae", "non causa debiti", "revision of accounts and no value received, the full meaning and effect of which he/she declares to understand and accept.

17. AUTHORITY TO CONTRACT

If the person signing the Contract is not the Customer he/she warrants that he/she has the authority of the Customer to enter into this Contract on the Customer's behalf and shall indemnify VISUAL IMPACT against all losses, damages, actions, proceedings, costs, claims, or demands whatsoever suffered or incurred by VISUAL IMPACT as a result of the lack of such authority.

18. NON-ASSIGNMENT

The Customer shall not assign this contract or rehire or part with possession of any of the Equipment without VISUAL IMPACT's written consent.

19. GOVERNING LAW AND JURISDICTION

The laws of the Republic of South Africa shall govern this contract, its implementation and interpretation and any arbitration or litigation arising out of or in relation to this Contract shall be conducted in Cape Town, South Africa.

20. OTHER TERMS

20.1 During all times the Equipment is in the actual or constructive possession of the Customer, Visual Impact, its agents or employees may inspect the Equipment, enter upon any premises where the Equipment is being stored or used, and if it is found that the Equipment is being misused, abused or not being used in accordance with clause 8 hereof, repossess the Equipment or any part thereof prior to the expiration of the Hire Period.

20.2 The Customer acknowledges that he is not entitled to grant possession of the Equipment to any other person or company and is not entitled to hire the Equipment to any other person or to assign this Contract to any other person.

20.3 These Conditions of Hire are available on VISUAL IMPACT's website at www.visuals.tv/pdfs/Visual-Impact-New-Hire-Customer-Information-Sheet-Aug2021.pdf

21. CONSENT TO PROCESSING OF PERSONAL INFORMATION

21.1 This is a condensed version of VISUAL IMPACT'S privacy policy. It is the Customer's responsibility to ensure that it has read and understands the terms contained in VISUAL IMPACT'S Privacy Policy which is incorporated herein by reference.

21.2 VISUAL IMPACT restricts the processing of Personal Information to the data and information required for VISUAL IMPACT to conduct business, provide its services, matters related to its services or where there is a legitimate purpose for VISUAL IMPACT to do so. VISUAL IMPACT will not use the Customer's Personal Information for any purpose other than which it was intended for. By the Customer engaging and using VISUAL IMPACT'S services and/or its website the Customer is deemed to have read, understood, and accepted the terms hereof, VISUAL IMPACT's Privacy Policy as well as any other terms relating to the Customers privacy and the treatment of its Personal Information.

21.3 By Signing this document, the Customer consents and agrees to the lawful processing of the Personal Information provided by the Customer. The Customer further acknowledges that any Personal Information supplied to VISUAL IMPACT is provided voluntarily and that failure to provide VISUAL IMPACT with the correct Personal Information may result in VISUAL IMPACT not being able to render effective service.

21.4 The Customer warrants that all information, including Personal Information, supplied to VISUAL IMPACT has been supplied with consent, freely and is accurate and current. The Customer agrees to correct and update such information when necessary.

- 21.5 The Customer undertakes to:
- 21.5.1 ensure that it has read and understands the content of this agreement in conjunction with VISUAL IMPACT'S Privacy Policy and any other agreement and/or contracts between the Customer and VISUAL IMPACT as they may contain further terms related to the Customers privacy and the treatment of its personal information.
 - 21.5.2 ensure that it has the authority to provide VISUAL IMPACT with Personal Information if it relates a third party. When the Customer provides VISUAL IMPACT with a third party's personal information, the Customer warrants that it has the authority to do so.
- 21.6 By submitting any Personal Information to VISUAL IMPACT in any form the Customer acknowledges that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the processing of such Personal Information by VISUAL IMPACT and/or third parties which includes but is not limited to:
- 21.6.1 recruitment and employment purposes; conducting criminal reference checks; conducting credit reference checks; confirming, verifying and updating personal details; financial, audit and record keeping purposes; contracts and business transactions; providing services to clients; to carry out the services requested and to maintain and constantly improve the services/ customer relationship; assessing and processing queries, enquiries and complaints; conducting customer satisfaction research; promotional, marketing and direct marketing purposes; communicating with employees, third parties, customers, suppliers and governmental officials and regulatory agencies; to communicate with you regarding the services; to send you marketing material; for internal analytics; to comply with legislation; to defend, prosecute or institute a legal claim; where you have consented to our use of your personal information.
 - 21.6.2 Financial information – banking details, billing address, credit/debit card details and payment records.
 - 21.6.3 Online information – access events (the date and times you access our site), browser information, device type, internet protocol address, language settings, location, and further technical data.
 - 21.6.4 Personal information – name, identity number, age, nationality, title, language preferences, physical address, postal address, telephone numbers, email address and employment details.
 - 21.6.5 Marketing and social media information – your interactions with our marketing campaigns and materials, and your interaction with our social media accounts.
- 21.7 Personal Information may be transferred to recipients outside the Republic of South Africa. Visual Impact will only transfer your personal information to countries that have appropriate data protection and privacy legislation to protect your personal information.
- 21.8 VISUAL IMPACT will comply with all data protection legislation in the Republic of South Africa and process your personal information in accordance therewith. This includes the provisions of POPIA.
- 21.9 The Customer acknowledges that if VISUAL IMPACT utilises the Personal Information contrary to the Privacy and Data Protection Conditions, the Customer shall first resolve any concerns with that Responsible Party. Should the Customer not be satisfied with such process, the Customer acknowledges that they have the right to lodge a complaint with the Information Regulator.
- 21.10 The Customer has the right to access the Personal Information held by VISUAL IMPACT and request that VISUAL IMPACT erase, rectify or restrict the use thereof. The Customer is entitled to withdraw its consent for VISUAL IMPACT to use its personal information and to unsubscribe from receiving marketing material from VISUAL IMPACT.
- 21.11 VISUAL IMPACT has implemented reasonable measures to protect the Customers personal information and while VISUAL strives to use commercially acceptable means

to protect the Customers Personal Information, VISUAL IMPACT cannot guarantee its absolute security. Due its nature, VISUAL IMPACT cannot guarantee the security of the Personal Information transmitted via the internet. VISUAL IMPACT cannot be held liable for any loss of privacy that occurs as a result of the Customers Personal Information being transmitted via the internet.

21.12 The Customer unconditionally agrees to indemnify VISUAL IMPACT and/or the Verification Information Suppliers against any liability that may result from the processing of Personal Information. This includes unintentional disclosures of such Personal Information to - or access by - unauthorized persons, and/or any reliance which may inadvertently be placed on inaccurate Personal Information provided to VISUAL IMPACT by the Customer and/or any third parties.

21.13 A copy of VISUAL IMPACT's privacy policy can be found on its website alternatively the Customer can request a copy thereof.

Signed aton this the.....day of20.....

Signature _____ Full Name _____ Position _____

Who warrants that he/she has authority to sign on behalf of the Customer and that any credit facilities granted to the Customer will be subject to the Conditions of Hire contained herein .

FOR OFFICE USE ONLY

Account Number: _____

Terms: _____

Credit Limit Granted: _____ Date Acc. Opened: _____

Approved by: _____ Date: _____

FOR AND ON BEHALF OF VISUAL IMPACT BROADCAST SOLUTIONS (PTY) LIMITED