

Terms and Conditions

TERMS AND CONDITIONS OF RENTAL

1. Definitions

1. "Agreement" means this Teljoy Rental Agreement, including any relevant annexures
2. "Customer" means the person renting the Equipment from Teljoy.
3. "Equipment" means the Equipment rented from Teljoy as described above, and as may be further specified hereinafter in the Equipment List, and any Equipment substituted for that Equipment from time to time.
4. "Service area" means an area or areas within which Teljoy provides delivery, collection and/or on-site technical service from time to time.
5. "Teljoy" means Film Fun Holdings (Pty) Ltd and its successors in title or assigns.

2. Letting, Duration & Ownership

1. Teljoy hereby rents the Equipment to the Customer, who rents the Equipment from Teljoy on a monthly basis, from the date that it is installed until either Teljoy or the Customer gives 30 (thirty) days written notice of termination to the other.
2. The Customer recognises that Teljoy is entitled to assess its existence, details and propensity to pay and accordingly consents to Teljoy accessing relevant databases for the purposes of assessing this and to Teljoy providing information to such databases on the Customer's propensity to pay monies due to Teljoy.
3. Teljoy is the owner of the Equipment and will remain the owner of the Equipment during the period of this agreement and afterwards.
4. Upon termination of this rental agreement for any reason whatsoever, the Customer shall be obliged to return the Equipment to Teljoy, together with all accessories and manuals set out in the Equipment List, in good working order – fair wear and tear excepted.
5. Should the Customer fail to provide the Equipment are required above or should the condition of the Equipment returned not meet the required standard set out above, Teljoy will be entitled to charge the customer for replacement or relevant repair of the Equipment at a reasonable cost to be determined by Teljoy in its absolute discretion.

3. Delivery & Acceptance

1. If the installation address: -
 1. Is in a Service Area, Teljoy will deliver the Equipment to the Customer as soon as is reasonably possible ("In-Home Installation"), or
 2. Is not in a Service Area, Teljoy will make the Equipment available for collection by the Customer from a designated collection point as soon as is reasonably possible ("Collection").

2. Teljoy reserves the right to charge a reasonable collection and administration fee for collecting the Equipment if the rental is terminated prior to the elapse of six months from the date of installation. This fee is agreed to be an amount of R500 per unit for all units other than laptops, and in the case of laptops the charge will be R1,000 per unit.
3. Neither Teljoy nor its authorized installers shall be required to move existing non-Teljoy equipment other than is required in order to install the Teljoy Equipment.
4. Teljoy's installers may be equipped with cameras on their persons for safety and quality assurance purposes.
5. If the Customer installs or reinstalls the Equipment, whether with or without Teljoy's consent, then such transportation or installation is done at the Customer's risk and Teljoy shall be entitled to impose a surcharge for any damage or unnecessary call-outs as per 6.2 below.
6. If a staff member or family member at the delivery address signs Teljoy's delivery note, such signature shall be as if the Customer had signed.

4. Rentals

1. All monthly rentals are payable in advance, on or before the first day of each calendar month after the date of delivery, with all subsequent monthly rentals being payable, in advance, on or before the first day of the following and subsequent calendar months.
2. The pro-rata payment for any period from delivery to the end of that month will, depending on the date of delivery, be collected with the first month's rental, alternatively by separate debit order.
3. Teljoy may, in its discretion increase the monthly rental payable by no more than 10% in any one year.

5. Payment

1. All payments due by the Customer to Teljoy will be made, without deduction or set-off, by means of a debit order on the Customer's bank account.
2. If the Customer changes banks, Teljoy cedes this agreement or banking regulations change, the Customer agrees to sign a new debit order mandate.
3. Payment will only be deemed to be made if the payment is not returned. In the event a payment is not made, the account is paid late, and/or the Teljoy account falls into arrears, the customer's credit record may be impacted. Teljoy also reserves its right to list the account with the South African Fraud Prevention Services (SAFPS).
4. The computer accounts or a certificate signed by the financial manager of Teljoy, whose appointment need not be proved, will be prima facie proof of all monies due by the Customer to Teljoy.
5. All amounts due will bear value added tax at the applicable rate from time to time.

6. Teljoy Customers are automatically added to Teljoy's loyalty program named Teljoy Rewards. Benefits may differ from time to time and Customers can only utilise the benefit after first payment and when the Customer's account is up to date.
7. Teljoy may debit the Customer's account with an administration fee of up to R50 if the debit order is returned unpaid and an administration fee of up to R50 per month if no debit order is in place.
8. Equipment remains property of Teljoy until the Customer exercises their option to take ownership in terms the separate Ownership Agreement. Should the account fall into arrears, Teljoy has the right, in its sole discretion, to trace the customers' whereabouts and new contact details with any information or connected information at our disposal.

6. Maintenance

1. For as long as the Customer complies strictly with these Terms and Conditions of Rental, Teljoy will maintain the Equipment in good working order and repair, or if necessary, substitute the Equipment with equivalent Equipment.
2. Teljoy may impose a surcharge if:
 1. The Customer booked a service call, but the fault was due to the Equipment not being turned on, not being tuned in or connected to the antenna; or
 2. The Customer insists on an after-hours service call or is unable to provide access to the Equipment for the technician at the agreed time.
 3. The Customer has booked a service call as a result of flat batteries in a remote control or where the remote control was damaged by the Customer.
 4. The location of the Equipment falls outside of a Service Area and Teljoy agrees to provide service.
3. The Customer may not:
 1. Use the Equipment for any purpose for which it is not commonly intended;
 2. Use the Equipment for any business purpose;
 3. Sell, donate, or otherwise alienate the Equipment, nor allow it to be attached in terms of any lien or hypothec;
 4. Cede or transfer any rights to the Equipment;
 5. Deny Teljoy's agents or employees reasonable access to the Equipment;
 6. Tamper with the Equipment or allow anyone else to tamper with, repair, alter, modify, adjust, or service the Equipment;
 7. Relocate the Equipment to a place other than the installation address without notifying Teljoy.
4. Notwithstanding Teljoy's maintenance obligations, the customer is responsible to protect the Equipment and ensure that it is used safely and is safe for use at all

times. Any repairs or damage arising from or attributed to such improper or unsafe use shall be for the Customer's account.

5. If the Equipment requires service, and the Equipment:

1. Is located in a Service Area, Teljoy will arrange in-home service as soon as is reasonably possible ("In-Home Service"), or
2. Is not in a Service Area, Teljoy will service the Equipment as soon as is reasonably possible after the Customer has taken the Equipment to the nearest Teljoy designated service agent and thereafter advise the Customer that the Customer may then collect the Equipment ("Carry-In Service").

7. Risk Waiver

1. Teljoy, being the owner of the Equipment, hereby elects to retain the risk of loss or damage to the Equipment, other than in the following instances, in which events the Customer will be liable to compensate Teljoy for the loss of or damage to the Equipment:

1. Where the Customer is in arrears with any rental payment due;
2. Where the Equipment was stolen without forced entry to the installation address;
3. Where the Equipment was stolen and the Customer cannot prove that the theft was reported to the SAPS (and Teljoy) within forty-eight hours;
4. Where the Customer was negligent in securing the Equipment or the installation address;
5. Where the Equipment was damaged intentionally or as a result of gross negligence on the part of the Customer;
6. In the event that a remote-control device is lost or damaged, or the remote-control device is unidentifiable by its original serial number;
7. Where the Equipment is of a portable nature and the Equipment is:
 1. Lost or stolen from premises other than those at the installation address;
 2. Damaged by being dropped, thrown, or making contact with a hard object or being immersed in water or other liquids;
 3. Caused to the screen of the portable Equipment.
8. Where the unit is damaged by Rodents, insects, or other pestilence;
9. Where the damage is cosmetic in nature.

2. Where the risk has been retained by Teljoy, Teljoy will replace the Equipment as soon as reasonably possible with similar Equipment of a similar age, or by agreement with the Customer, terminate the rental.

3. Where the risk has passed to the Customer, the Customer shall first compensate Teljoy for the loss before Teljoy is obliged to replace the Equipment, and the Customer shall continue to pay the monthly rental.

8. Television Licences

1. Teljoy is currently required, by law, to pay a lessor license to the SABC in respect of the television sets rented by Teljoy to Teljoy's Customers.
2. Where Teljoy has paid such a lessor license to the SABC, the Customer is exempted from its obligation to be in possession of a television license.
3. Teljoy is required by law to provide certain of the Customer's details to the SABC from time to time. To this end, the Customer agrees to advise Teljoy of any changes to its details and to inform Teljoy as to whether it uses a television set rented from Teljoy for domestic household purposes or for business purposes.
4. In the event that the law is amended to the detriment of Teljoy, Teljoy may amend the monthly rental amount to place Teljoy in the same position after the amendment.

9. Breach

1. Without prejudice to any other claims and remedies that Teljoy may have against the Customer, Teljoy may cancel and terminate this agreement with immediate effect if the Customer breaches any term of this agreement and remains in breach for a period of seven days from the date upon which the breach first occurred.

10. General

1. In the event that the Customer has concluded this agreement by means of signing this document, then these Terms and Conditions of Rental, together with the appendices hereto, constitute the sole record of the agreement between Teljoy and the Customer with regard to the Equipment, and Teljoy shall not be bound by any representation, warranty, or implied term not recorded herein.
2. In the event that the Customer has concluded this agreement by means of an oral contract, recorded on Teljoy or Teljoy's agents' call-recording system, then these Terms and Conditions of Rental, together with the appendices hereto and the aforementioned recording, constitute the sole record of the agreement between Teljoy and the Customer with regard to the Equipment, and Teljoy shall not be bound by any representation, warranty, or implied term not recorded herein.
3. No addition to, variation, or consensual cancellation of this agreement shall be of any force and effect unless reduced to writing and signed on behalf of Teljoy. No indulgence which Teljoy may grant to a Customer shall constitute a waiver of any of Teljoy's rights.
4. Teljoy may, without notice, cede and assign its rights and obligations under this agreement, including its rights of ownership in the Equipment, either absolutely or as collateral security to any person, whereupon the Customer shall hold the Equipment on behalf of such person instead of Teljoy and, if required, make the monthly rental payments to that person.

5. The Customer may not cede its rights or obligations in terms of this agreement without Teljoy's prior written consent.
6. Teljoy will deliver or make equipment available for collection in good working order. Thereafter, the customer is required to take care of and prevent any harm to the equipment (particularly plugs and electrical cables) in order to prevent damage to property, serious injury, or death. Accordingly, the customer indemnifies Teljoy against any claims arising from the use or abuse of the equipment unless the damage has been caused to a consumer by the intentional or grossly negligent actions or omissions of the directors, officers, agents, or employees of Teljoy.
7. The Customer hereby indemnifies Teljoy against any loss, injury, or damage suffered by Teljoy arising out of or in connection with the Customer's use of the Equipment from whatever cause and against any claims of whatever nature that may be instituted against Teljoy arising from the use of the Equipment and any consequential loss or damage arising from the foregoing.

11. Personal Information

1. The customer acknowledges that Teljoy will store, process, and use the customer's personal information in order for Teljoy to comply with the terms of this Agreement. Such information includes, but is not limited to, the customer's addresses and contact details, identity number, banking details, employment and financial information, demographic information, and credit history.
2. The customer further agrees to Teljoy storing, processing, and using the customer's personal information for, inter alia, the following purposes:
 1. Marketing Teljoy and Teljoy's affiliates' current and future products to the customer from time to time;
 2. Analyzing customer data and trends from time to time itself and with the assistance of service providers;
 3. Assessing and analyzing Teljoy's credit risk from time to time.
3. The customer agrees that Teljoy may share the customer's personal information with third parties, including, but not limited to:
 1. Other members of Teljoy and/or its affiliates' group of companies;
 2. Teljoy's agents and/or service providers;
 3. Regulators and government authorities upon request;
 4. Credit Bureaux and other relevant credit providers.
4. The Customer agrees that Teljoy may store the customer's personal information on secure third-party servers both in South Africa and outside South Africa and that Teljoy will ensure that appropriate data protection measures are in place to protect such data.
5. The customer acknowledges that it has the right to access and rectify any of its personal information stored by Teljoy and that it may at any time request Teljoy to

stop using or storing its personal information for marketing purposes by following the opt-out procedures indicated in Teljoy's marketing communications.

6. The Customer acknowledges that Teljoy may use and share its credit information, together with other personal information, with credit bureau providers, credit providers, and other third parties in order to monitor and assess its credit risk.
7. The Customer consents to Teljoy contacting the Customer's bank, employer, or any other relevant party in order to verify the Customer's employment and financial information.
8. The Customer consents to Teljoy processing its personal information for the purposes of verifying its creditworthiness from time to time and for as long as this agreement remains in force.
9. The Customer consents to Teljoy processing and storing personal information in order to carry out Teljoy's obligations under this agreement and to monitor the customer's compliance with these terms and conditions.

12. Promotional Campaigns

1. Teljoy may from time to time make promotional or campaign ("Campaign") coupons or discounts ("Coupons") available for use on the website www.teljoy.co.za towards the rental of Teljoy products. Coupons may only be redeemed while they are valid and their expiry dates cannot be extended.
2. Coupons are issued at Teljoy's sole discretion and it is entitled at any time to correct, cancel or reject a Coupon for any reason (including without limitation where a Coupon has been distributed in an unauthorised manner). Participants (as entrants into campaigns) do not have a right to Coupons, and Coupons cannot be earned. Coupons are issued under campaign-specific terms and conditions regulating when and how they may be used.
3. As a general rule, and unless specified otherwise under campaign-specific terms and conditions:
4. each Coupon can only be used once and in alignment with the Campaign advertised;
5. only one Coupon can be used per order of a new rental application;
6. only one Coupon can be used on the website per person per Campaign;
7. Coupon must be used at check-out for a new rental application – it cannot be used on existing rentals; and
8. Coupons cannot be exchanged or refunded for cash or credit. Teljoy is not responsible for any harm due to the loss, unauthorised use or distribution of a Coupon.
9. If for any reason a Coupon does not reflect at check-out, please get in touch with us via our help page here, to confirm if the Coupon is still valid. Teljoy will assist further.

10. Upon any query, you may be required to submit the original communication containing the Coupon code, and any other information reasonably requested by Teljoy, before you are able to use a Coupon.
11. Where Coupons have been applied to a rental application and the application is subsequently cancelled by either you or Teljoy, the Coupon will only be redeemable should the Campaign still be in effect as per the campaign-specific terms and conditions. Teljoy may in its sole discretion impose restrictions on the use of the replacement Coupon.

13. Product Specific Terms and Conditions

1. Electrical Equipment

1. Equipment rented requiring electricity will be connected to the customer's electricity supply during installation and should not be interfered with as this may cause death or serious injury. Where the connection to the electricity supply requires more than 'plugging the appliance in,' any electrical work or certificate of compliance must first be done by the customer at the customer's cost.
2. The customer shall be obliged to use any and all equipment and accessories strictly in accordance with the specifications, instructions, and directions laid out by the manufacturer of such equipment.

2. Gas-powered Equipment

1. Equipment rented requiring gas will initially be connected to the customer's gas supply, after which it is the customer's sole responsibility to ensure that the connection to the gas supply is safe as an unsafe connection may cause death or serious injury if the gas leaks or combusts.
2. The customer shall be obliged to use any and all equipment and accessories strictly in accordance with the specifications, instructions, and directions laid out by the manufacturer of such equipment.
3. The cost of the standard indoor 9kg cylinder installation with available plug point for the gas stoves is payable by Teljoy to the gas installer. The contents for the standard indoor 9kg cylinder installation includes:
 1. Pipework to kitchen cupboard including regulator (3 metres)
 2. Flexible hose
 3. Bulkhead fitting and standardised ventilation fittings
 4. 9kg INDIGAS cylinder deposit with gas x 1 (once off)
 5. Pressure testing of entire pipework system, including high- and low-pressure stages
 6. Setting of burners as per manufacturer's specifications.
 7. Customer demonstration and instruction.

4. The contents for the standard indoor 9kg cylinder installation exclude (but is not limited to):
 1. Any electrical work.
 2. Any granite or kitchen counter modifications.
 3. Any cabinetry modifications.
 4. Installation of standardised ventilation fittings.
 5. Any pipework not included in 13.2.3.1 above.
 6. Non-standardised ventilation fittings.
 5. The installer will quote for all costs in addition to the standard indoor 9kg cylinder installation which will include but not be limited to the following:
 1. Any required piping and cabling in addition to the piping and cabling referred to in Clause 13.2.3.1, or electrical connection to the main switchboard.
 2. Travelling expenses in the event of the installation required outside of a 50km radius from a Teljoy Rental depot.
 6. qualified electrician is required to do any or all electrical work. The cost of any electrical work for installation is payable directly to the electrician.
3. Audio-Visual Equipment
 1. The customer shall be obliged to use any and all equipment and accessories strictly in accordance with the specifications, instructions, and directions laid out by the manufacturer of such equipment.
 2. Teljoy is not responsible for the cost or installation of aerials, wall brackets, satellite dishes, and the like, unless these form part of the Equipment;
 3. Teljoy is not responsible for the replacement of remote controls, controllers, or batteries for any such Equipment.
 4. Computers and Tablets
 1. The customer shall be obliged to use any and all equipment and accessories strictly in accordance with the specifications, instructions, and directions laid out by the manufacturer of such equipment.
 2. Teljoy is not responsible for any loss of software or data caused by a failure of any computer or tablet or any action taken by or on behalf of Teljoy to repair or replace any defective computer or tablet. The customer is advised to regularly back up all data and software.
 3. Teljoy is not responsible for the cost of repairing or replacing any such equipment where the repair or cause of the replacement is a crack or physical damage to the screen of the unit.

4. Teljoy shall not be responsible for any costs related to the upgrading, replacement, or licensing of any software loaded onto the computer or tablet and the customer shall be fully responsible and liable for any software additions, changes, and upgrades.
 5. Delivery, Collection, and Maintenance shall be on a “carry-in” basis only.
5. Kitchen Appliances
 1. The customer shall be obliged to use any and all equipment and accessories strictly in accordance with the specifications, instructions, and directions laid out by the manufacturer of such equipment.
 2. Teljoy is not responsible for the cost or installation of any plumbing or electrical connections required to make kitchen appliances or features of such kitchen appliances function. The customer must ensure that any such connections are available prior to delivery by Teljoy.
6. Furniture
 1. The customer shall be obliged to use only those cleaning materials and substances specifically identified as safe for use in the specifications, instructions, and directions laid out by the manufacturer of such furniture. If instructions and directions are not received with the delivery, the Customer must notify Teljoy of non-receipt within 7 (seven) days by email to technical@teljoy.co.za.
 2. Teljoy shall not be responsible for the cost of repair or replacement where proper care in terms of the instructions and directions were not taken.
7. Baby-goods
 1. Equipment rented for the use of babies or children, such as perambulators, cots, car seats, and the like require the customer to disassemble, uninstall, and reassemble or reinstall the equipment from time to time. The customer must ensure that the equipment is reassembled or reinstalled in a safe and competent manner – failing to do so may cause death or serious injury to the child or others.
 2. Where a Teljoy representative does a demonstration for the customer or attends to the installation or setup of any equipment, the customer acknowledges that this is done as a courtesy and the customer shall at all times remain responsible for ensuring that the equipment is and at all times remains fit for purpose and is used safely and responsibly and in accordance with the manufacturer’s instructions and directions.
8. Bed and Base
 1. Turn-free mattresses are to be rotated on a monthly basis.
 2. The supplied mattress protector shall be used continuously to prevent damaging fabric and to avoid nullity of the warranty.

3. Body impressions are not a structural defect and should not be confused with sagging. The layers of comfort and support are designed to compress with use and body impressions of +/- 4cm per side are perfectly normal.
4. The sleep set is warranted against defective workmanship and materials only. Should the Customer observe a defect, contact Teljoy on technical@teljoy.co.za immediately with notification of the defect.
5. If a defect is found, Teljoy reserves the right to repair or replace the faulty item at its sole discretion. Only the faulty item will be repaired or replaced in the sleep set. The warranty remains effective from the beginning of the rental contract, and is not renewed from the date of repair or replacement.
6. If identical materials or products are not available at the time of repair or replacement, Teljoy reserves the right to substitute with materials or products of similar or equal quality.
7. Teljoy reserves the right to refuse inspection and to invalidate the warranty when a product is unsanitary.
8. Teljoy shall not be responsible for the cost of repair or replacement where there is:
 1. Damages due to abuse (such as: bent border wire, torn or scuffed fabric, burns, splintered wood, stains, soiled, infested with insects or any unsanitary condition);
 2. Mattress with no label;
 3. Firmness preferences which may lead to medical conditions;
 4. Products subjected to weights in excess of its design limits as provided. Design limits are subject to change without prior notification.
 5. Sleep set heights;
 6. Mattress damage due to the use of an incorrect base, e.g. slatted bases;
 7. Normal wear and tear due to product quality and its intended use;
 8. Normal body impressions;
 9. Mattress used for purpose other than what it was built for (sitting on edge of bed);
 10. Any damage incurred during transport by dealer/transporter to private user or consumer moving home;
 11. Mattress or foundation ticking/stitching pulling loose after 4 (four) months from rental contract;
 12. Any fabric protector additive applied could nullify this warranty.

9. Tennis Table

1. The Tennis Table is designed for indoor use only.
2. Never use water, detergent, cleaning liquid or foam on the fabric. Use only a soft cloth brush for cleaning the Tennis Table.
3. Do not move the Tennis Table excessively.
4. If a defect is found, Teljoy will repair or replace the Tennis Table at Teljoy's sole discretion. Only the faulty item will be repaired or replaced.
5. Exclusions
 1. In addition to the general exclusions set out in the rental agreement, the following will be for the Customer's account:
 1. Damage due to abuse: splintered wood, stains, tears, scratches, cuts, burns, infested with insects, spillage and the use of chemicals or other solvents.
 2. Damage due to weather.
 3. Wear and tear on the Tennis Table.
 4. Damage caused from dragging, moving and dismantling of the Tennis Table.
 5. Accessories: Bats, net and balls.

10. Pool Table

1. The Pool Table is designed for indoor use only.
2. Never use water, detergent, cleaning liquid or foam on the fabric. Use only a soft cloth brush for cleaning the fabric. Brush in one direction only.
3. The Customer may iron the fabric on a very low heat setting, if desired. However, do not use steam. Ensure a cotton cloth is placed between the iron and Pool Table fabric.
4. If small balls of fluff appear on the cloth, gently remove with your fingers – do not use sharp objects on the fabric.
5. If a latent defect is found, the Customer should notify Teljoy, in writing to technical@teljoy.co.za within 7 (seven) days of discovering the latent defect. Teljoy will repair or replace the Pool Table at Teljoy's sole discretion. Only the faulty item will be repaired or replaced.
6. Exclusions
 1. In addition to the general exclusions set out in the rental agreement, the following will be for the Customer's account:
 1. Damage due to abuse: splintered wood, stains, scratches, tears, cuts, burns, infested with insects, spillage and the use of chemicals or other solvents.
 2. Damage due to weather.

3. Wear and tear on the fabric/felt.
4. Scratches which appear after installation.
5. Damage caused from dragging, moving and dismantling of the Pool Table.
6. Accessories: cues, balls, triangles and chalk.

11. Air Conditioners

1. Teljoy will cover the cost of the back-to-back installation (i.e. indoor unit located on the other side of the wall opposite the outdoor unit) with available plug point up to a value of R2,020 (incl. Vat). This includes the following:
 1. Up to 3 meters of refrigerant piping, drain pipe and cable;
 2. Outdoor mounting bracket, if required;
 3. Installation to a maximum height of 3 meters above ground level;
 4. Drilling of one hole for piping;
 5. Holes will be filled but not painted.
2. The installer will quote for all costs in addition to the back-to-back installation which will include but is not limited to the following:
 1. Any required piping and cabling in addition to that referred to in clause 13.11.1, or electrical connection to the main switchboard;
 2. All travel costs within a 30km radius of the installer.
3. Any cost of installation exceeding the costs referred to in clause 13.11.1 are for the Customer's own account and must be settled directly with the installer. This includes but is not limited to the following:
 1. Any other extras;
 2. External isolators and additional electrical work;
 3. Any additional refrigerant piping, insulation, drain pipe and cable;
 4. Trunking to cover piping.
4. A qualified electrician must install an isolator at the Customer's cost. The electrician must install the isolator not more than two meters from the condenser and within view of the condenser. The cost of this is in addition to the installation cost of the unit and must be paid directly to the electrician. Indoor and outdoor units must always be earthed.

12. Security Cameras

1. Teljoy will supply these products on an as-is basis. It is important to note that these products require additional components such as internet connectivity which Teljoy does not provide.

2. This product is offered on a self-install basis. All installation details are provided with the product in the original packaging.
3. Teljoy will not provide any security services at any time as it is not a security services provider. Teljoy will facilitate contact with its supplier for any repairs or services.
4. Furthermore, Teljoy will not be held responsible for misuse of this product. The customer indemnifies Teljoy against any loss, injury or damage suffered arising out of or in connection with the use of the equipment, from whatever cause and against any claims of whatever nature that may be instituted against Teljoy and any consequential loss or damage arising from the foregoing. For further reference, refer to clause 10 herein. All regulatory information is provided with the original packaging and is further available online.

13. Power System Equipment

1. It is the customer's sole responsibility to ensure that the connection of any equipment rented which stores, holds, discharges electricity, is safe as an unsafe connection may cause death, serious injury or property damage. The customer indemnifies Teljoy against any loss or damage in this regard.
2. The customer shall be obliged to use any and all equipment and accessories strictly in accordance with the specifications, instructions and directions laid out by the manufacturer of such equipment. The customer indemnifies Teljoy against any loss or damage in this regard.
3. For a rented power system that is requiring installation into the main household electrical supply, the cost of the standard installation, is payable by Teljoy to the power system installer. The contents for the standard indoor installation include:
 1. Cabling from AC DB to inverter and Main DB.
 2. Trunking from DB to inverter and Main DB.
 3. AC Combiner.
 4. Customer demonstration and instruction.
 5. Supplementary Certificate of compliance of installation.
4. The contents for the standard indoor installation exclude (but is not limited to):
 1. Any electrical work.
 2. Anything other than the above (13.13.3.) is for the customer's account payable to the installer.
5. The installer will quote the customer directly and the customer will pay the installer directly for all costs in addition to the standard power system installation which will include but not limited to the following:

1. Any rectification, modification of the household electrical system that is non-compliant and is required to be compliant prior to the installation.
2. Obtaining current Certificate of Compliance.
3. Any additional labour or equipment required which does not form part of the standard installation (including additional trunking and cabling where required).
6. The customer acknowledges and understands that the installation of the power system unit will, under no circumstance, nor for any reason whatsoever, proceed until such time as the pre-installation inspection has been properly conducted; a valid, current Certificate of Compliance (CoC) has been provided to, alternatively issued by the installer; and the installer has either conducted any remedial work necessary or approved the work carried out by any third party contractor to render the electrical board of the Purchaser compliant and fit for installation of a power system unit.
7. Should either the customer or Teljoy cancel rental agreement before the customer has taken ownership of the equipment, there will be a decommission fee of R8,000 (including vat) which will be payable up front. This fee excludes an updated Certificate of Compliance, which the customer will have to obtain at their own account.

Option Agreement - Rent to Own

1. Teljoy has granted to the Customer the option to purchase from Teljoy the Equipment which is the subject matter of and are specified in a monthly Rental Agreement, between Teljoy and the Customer relating to the goods ('the Monthly Rental Agreement').
2. The said option may be exercised by the customer at any time after the lapse of your equipment's specific option period as stated in the Teljoy Rental Agreement, provided that at the time of any such exercise of the option, the Monthly Rental Agreement is still in force and the Customer is not then in breach of any term of the Monthly Rental Agreement.
3. Should the customer wish to exercise the said option, it shall be entitled to do so by:
 1. Advising Teljoy, in writing, that it wishes to exercise the option, and
 2. Such advice to reach Teljoy before the 15th of the relevant month, to take effect from the first of the following month, and
 3. Making the payment referred to in paragraph 4 below.
4. The purchase price of the Equipment shall be equal to the penultimate (second last) monthly rental payable at your equipment's specific option period as stated in the Teljoy Rental Agreement regardless of when the option is exercised.
5. For the avoidance of doubt, if the customer does not exercise the option as soon as the customer is entitled to do so, the Monthly Rental Agreement shall continue to be of full force and effect until the earlier of: –
 1. The customer exercising the option at a later date, and

2. Teljoy terminating the rental agreement, upon which termination the customer is required to return the equipment to Teljoy.
6. On the termination of the Monthly Rental Agreement for whatever reason, the aforementioned option shall lapse and shall be of no further force or effect.
7. The provisions of clause 10 of the rental agreement shall mutatis mutandis apply to this option.
8. Upon the proper exercise of the Option and payment of the purchase price referred to in paragraph 3 above, ownership of the Equipment shall pass to the Customer.
9. This document comprises the sole record of the Option, and Teljoy shall not be bound by any representation, warranty or implied term not recorded herein. No addition to, variation or consensual cancellation of this agreement shall be of any force and effect unless reduced to writing and signed on behalf of Teljoy. No indulgence which Teljoy may grant to a Customer shall constitute a waiver of any of Teljoy's rights.
10. Teljoy may, without notice assign its obligations under this Option any person to whom it assigns its rights and obligations under the Monthly Rental Agreement.

VOETSTOETS: As the Equipment will not be new at the time of exercising the above option and the Customer will have been in possession of the Equipment for some time and fully aware of its function and condition, the purchase shall be on a 'Voetstoets' basis.'

WAIVER: Teljoy will have maintained the Equipment in good working order during the term of the rental agreement. The Customer, in turn, was required to take care of and prevent any harm to the Equipment (particularly plugs and electrical cables) in order to prevent damage to property, serious injury or death. Accordingly, the Customer indemnifies Teljoy against any claims arising from the use or abuse of the Equipment unless the damage has been caused to a Consumer by the intentional or grossly negligent actions or omissions of the directors, officers, agents or employees of Teljoy.

Advertising Disclaimer

1. All prices in South African Rands.
2. E&EO.
3. Promotional pricing is not valid for already discounted deals.
4. Limited service areas apply.
5. Banking details are required to apply.
6. Free gifts are not covered as part of the Easyfix agreement and therefore will not enjoy the same benefits such as risk, maintenance or the ability to upgrade the product.