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PO Box 431, Wendywood, 2144

**BANK DEBIT ORDER INSTRUCTION / CREDIT CARD AUTHORITY**

Name (debtor): \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_ Debit Amount: \_\_\_\_\_  
 \_\_\_\_\_ Commencement  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 \_\_\_\_\_

Dear Sir/Madam  
The details of my/our account are as follows:

**OR**

<b><u>BANK:</u></b> _____	<b><u>CARDHOLDERS</u></b>
BRANCH / TOWN: _____	<b><u>NAME:</u></b> _____
BRANCH NUMBER: _____	CARD NUMBER: _____
ACCOUNT NAME: _____	EXPIRY DATE: _____
ACCOUNT NO.: _____	CVV NUMBER: _____ (three digit number on back of card)
TYPE OF ACC: _____ (savings, current, transmission)	CARD TYPE: _____ (MasterCard, Visa)

I hereby declare that all information supplied above is true to the best of my knowledge.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

In terms of this signed authority and mandate, I / we hereby authorise you to issue and deliver payment instructions to the bank against my above mentioned account at my / our above mentioned bank. Such payment instruction shall not exceed the amount as detailed in the annexure marked "terms and conditions."

The contract price shall however be linked to an inflation related increase which shall be adjusted annually. I / we hereby agree to this annual increase and authorise such adjustment in the payment instruction. Should I wish to add more units to this payment instruction, an additional instruction and mandate shall be submitted for my approval.

In terms of this instruction, "payment day" shall commence on the 27<sup>th</sup> day of each and every month commencing on \_\_\_\_\_ 2013. In the event that the payment day falls on a Saturday, Sunday, or any recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Should there be insufficient funds at the time of presentation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

I understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks and that the details of each withdrawal will be printed on my bank statement. Each transaction will contain a reference number, which must be included in the said payment instruction and thus enable you to identify the deduction in terms of the agreement. I understand that I shall not be entitled to any refund of amounts withdrawn whilst this authority was in force, if such amounts were legally owing to you.

**MANDATE**

I acknowledge that the payment instructions issued by you shall be treated by my above mentioned bank as if such instructions had been issued by me personally.

**CANCELLATION**

I acknowledge that although this authority and mandate may be cancelled by me, such cancellation will not cancel the agreement. I shall not be entitled to any refund of amounts which you have withdrawn whilst this authority was in force, if such amounts were legally owing to you. Payment shall commence on the commencement date and continuing until this authority and mandate is terminated by me giving you notice in writing of no less than 14 ordinary working days.

**ASSIGNMENT**

I acknowledge that this authority and mandate has been ceded to Netcash (Pty) Ltd as per your agreement with Netcash (Pty) Ltd, but in the absence of such assignment of the agreement, this authority and mandate will be null and void.

Further more I have read and understood the attached terms and conditions related to the Energizer Buddy. I accept these conditions and agree to use this device in a responsible manner, one in which the manufacturer intended.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature as used for signing cheques or credit card vouchers: \_\_\_\_\_

**FOR OFFICE USE:**  
**AGREEMENT REFERENCE NUMBER:** \_\_\_\_\_

Annexure

**TERMS & CONDITIONS**

This debit order is not a contractual obligation. Cancellation requires 24 hours notice to be sent via email to: info@adaway.co.za. The user name and password for the relevant Energizer Buddy must be included in the notice of cancellation.

The Energiser Buddy will only function within South African borders in its present configuration. Alternative arrangements for international use can be made with the manufacturer should this be required.

The monthly payment shall be R129,00 incl. of VAT. This amount shall cover 25 SMS's, data usage and server functionality of the Energizer Buddy. This includes an airtime balance which may be viewed on the server.

Should the allowance be exceeded due to multiple alarm notifications, then the user will be required to load additional airtime at their expense.

The payment shall be linked to an annual market related inflation rate (not to exceed 10 % unless by prior arrangement) and be adjusted accordingly.

The Energizer Buddy is guaranteed to be free of any manufacturing defects or faulty workmanship from date of sale for a period of 12 months.

Adaway Home Services cc will, at its discretion and subject to our factory warranty, either repair or replace an Energizer Buddy that proves to be defective.

The guarantee does not apply to defects resulting from acts of GOD, modifications made buy the buyer or any third party, misuse, neglect, abuse, accident and mishandling.

Adaway Home Services cc does not guarantee that the operation of the product will be uninterrupted and totally error free. Faulty units are to be returned to Adaway. The buyer shall be liable for all costs incurred in returning the product to Adaway.

The remedies provided herein are Adaway's sole liability and buyer's sole and exclusive remedies for breach of guarantee. Adaway Home Services cc shall not be liable for any incidental, consequential, direct or indirect damages resulting from the use or misuse of the Energizer Buddy. The foregoing guarantee is in lieu of any and all other guarantees, whether expressed, implied or statutory , including but not limited to warranties of suitability for a particular purpose.

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