



## STORAGE LEASE AGREEMENT

### MANDATORY DEBIT ORDER AUTHORISATION

1. The tenant must sign a debit order. It is the tenants' responsibility to see that there are sufficient funds in the bank account for the payment of the debit order throughout the period of storage.

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I / We hereby authorize you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by any form of electronic notification (email or telefacsimile), in respect of which the provisions of the Electronic Communications and Transactions Act 25 of 2002 ('ECTA') shall apply, or delivered to your address indicated above.

Commencing on the commencement date on the 1st day ("payment day") of each and every month. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation you are entitled to track my account and re-present the instruction for payment as and when required or as soon as sufficient funds are available in my account.

I / We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**MANDATE** - I / We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned bank as if the instructions had been issued by me/us personally.

**CANCELLATION** - I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**ASSIGNMENT** - I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

### PERIOD OF LEASE

2. The lease shall be for an indefinite period, commencing on the occupation date, and shall, unless terminated as otherwise provided in the terms and conditions below, be only terminable by one full calendar month's written notice by either party.
3. This agreement will commence from the date of occupation irrespective as to whether the Tenant avails itself of the storage facilities from the date or otherwise.

### STORAGE

4. The premises leased by Rent-A-Store to the tenant shall comprise the unit leased per the details set out in the above schedule.
5. Rent-A-Store hereby lets to the Tenant who hereby hires the Unit from Rent-A-Store subject to the terms and conditions set out in this document. No other goods or services are provided or responsibilities taken by Rent-A-Store.

The Tenant:

- a. Is deemed to have full knowledge of the goods in the Unit;
- b. Warrants that he/she/it is/are the sole owner of the goods to be stored in the Unit, from time to time, alternatively are entitled to be in possession thereof, the Tenant further acknowledging that all goods will be subject to the provisions of the agreement and Rent-A-Store's creditors / storage lien.

6. Rent-A-Store (which term includes its directors, employees, and agents):
  - a. Does not and will not be deemed to have knowledge of the goods;
  - b. Is neither a bailee nor a warehouseman of the goods and the Tenant acknowledges that Rent-A-Store, subject to the provisions of clause 14 below, does not take possession of the goods.

## COSTS

7. Upon signing the agreement and prior to occupation of the Unit, the Tenant must pay to Rent-A-Store all initial amounts due as set out herein. The monthly rental is payable strictly on or before the 1st day of every month (in respect of the ensuing month).
8. The tenant must sign a debit order. It is the Tenant's responsibility to see that there are sufficient funds in the bank account for the payment of the debit order, throughout the period of storage.
9. The rental payable in terms of this agreement shall escalate at the rate of 12% per annum, calculated on a compound basis, from the anniversary of the occupation date.
10. For late payments or debit orders which are returned as unpaid the Tenant shall be obligated to pay Rent-A-Store the sum of R240 including VAT, per storage unit, per month, as a late payment penalty and recovery fee for such overdue payments. A late payment penalty and recovery fee of R240 including VAT on overdue payments will also be levied monthly on all outstanding balances.
11. A copy of this agreement together with the Tenant's own proof of payment, will for the purpose of this agreement be deemed to be a proper VAT invoice and Rent-A-Store will be under no obligation to issue any further VAT invoices.
12. The Tenant shall be liable for any legal and debt collection costs, including legal costs on an attorney-own client scale, incurred by Rent-A-Store in collecting overdue payments.
13. In the event of VAT or any other form of taxation imposed by statute of law, or any regional, local or competent authority being or becoming payable by Rent-A-Store on the rental, Rent-A-Store shall be entitled to unilaterally adjust the monthly rental payable by the Tenant to provide for this amount, which amount will be for the Tenant's account.

## FAILURE TO PAY

14. The Tenant acknowledges that:
  - a. All time limits imposed upon the Tenant in terms of this agreement must be complied with strictly.
  - b. All goods in the Unit are subject to a debtor / creditor lien for all rentals and any other amounts owing to Rent-A-Store by the Tenant.
  - c. In the event of the Tenant failing to make payment of the monthly rental and/or charges by due date ("the breach"), and the Tenant failing to remedy said breach within 10 (ten) days of receipt of written notice ("the first notice") requiring it be remedied, Rent-A-Store shall be entitled to enter the Unit using such force as is necessary, which shall include the cutting of any padlocks, and in the presence of an appraiser and a witness, make an inventory of the goods in the Unit and take possession of such goods (including the right to remove same) in Rent-A-Store's sole discretion and do any one or more of the following:
    - i. To cancel this agreement on written notice to the Tenant to that affect ("the second notice") and without derogating from the rights of Rent-A-Store to claim any arrear rentals and / or other amounts payable to it and to claim and recover from the Tenant such damages as may be suffered in consequences of such breach and / or cancellation;
    - ii. Sell the goods by private arrangements or public auction to defray any unpaid rentals, or costs associated with collection of fees and/or costs associated with disposal of the good; and/or
    - iii. Dispose of the goods in any other reasonable manner as Rent-A-Store sees fit.
  - d. Whenever it is necessary in terms of this agreement to determine that market value of the goods, such value shall be determined by an appraiser appointed by Rent-A-Store, at the expense of the Tenant, whose valuation shall be final and binding on the Tenant.
  - e. Rent-A-Store shall be entitled to deny or restrict access by the Tenant (or any person purporting to represent the Tenant) to the Unit.

- f. In the event of Rent-A-Store electing to cancel this agreement, it is recorded and agreed to between the parties that the Tenant, by appending his/ her/ it's signature and / or mark to this agreement, irrevocably appoints Rent-A-Store as his/her/ it's agent with the rights to take all steps necessary, which will include the right to sign any and / or all relevant documentation, to effect the sale of the goods as set out in clause 14.c.ii above.
- g. It is further recorded and agreed to between the parties that, in the event of Rent-A-Store electing to sell the goods for and on behalf of the Tenant in terms of clause 14.f. above, Rent-A-Store shall be obligated to advise the Tenant in the second notice of its election to exercise its rights in terms of clause 14.f read with clause 14.c.ii.
- h. If any money is recovered from the sale or disposal of goods, that money shall be applied as follows:
  - i. Firstly, to pay the costs associated with the sale or disposal of the goods including the cost incurred with respect to any valuation, legal costs, collection fees and any other costs as may in any other manner have been incurred by Rent-A-Store by exercising its rights and/or enforcing its remedies in terms of this agreement or at law;
  - ii. Secondly, all rental and other fees owed to Rent-A-Store and any other costs incurred by Rent-A-Store in connection with re-entering the Unit, storing and selling or disposing of the goods;
  - iii. Thirdly, any excess will be paid by Rent-A-Store to the Tenant free of interest.
- i. MULTIPLE UNITS - In the event of the Tenant leasing multiple Units, and despite the fact that the Tenant may have concluded separate Storage Lease Agreements in respect of each of these Units, alternatively has more than one account number, it is specifically recorded and agreed to between the parties hereto that the leasing of the multiple units will constitute one indivisible transaction.

## ACCESS TO AND CONDITIONS OF USE OF THE UNIT

### 15. The Tenant:

- a. Shall be afforded access to the Unit only during the following hours: Monday to Sunday (including public holidays) between 06h00 and 18h00;
- b. Is solely responsible to lock the door of the Unit at all times throughout the lease period. The Tenant shall provide his own padlock(s) and will remove the padlock(s) on or before date of termination of this agreement in order to ensure that Rent-A-Store has free and undisturbed access to the Unit;
- c. Shall not store live animals or plants and shall not store any goods that are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or food items or that are a risk to the property or any person;
- d. Will use the Unit solely for the purpose of storage and must not carry out any business or other activity in the Unit;
- e. Must maintain the Unit by ensuring that it is clean and the interior is in a state of good repair;
- f. Shall ensure the goods are dry, clean, free from vermin and/ or any other form of contamination, including but not limited to food stuffs when placed in the Unit;
- g. Must not physically alter or damage the Unit in any way (including the use of screws or nails) without Rent-A-Store's consent. In the event of damage to the Unit, Rent-A-Store is entitled to claim from the Tenant the cost of the repairs required;
- h. Shall not be entitled to assign or sub-let the unit to any other person;
- i. Must notify Rent-A-Store in writing of the change of address of the Tenant's or the Alternate Contact Person;
- j. Grants Rent-A-Store entitlement to discuss any default by the Tenant with the Alternate Contact Person;
- k. Shall notify Rent-A-Store of any changes to the tenants access list, in writing and duly signed by the Tenant;
- l. Acknowledges that foreign passport holders will be required to provide a valid South African residence or work permit to be registered as an access person. Access will be automatically denied on the date upon which that residence or work permit expires;
- m. Acknowledges that no access will be granted to lease signatories and or listed access persons until all the required documentation is received by Rent-A-Store;

- n. Acknowledges that Rent-A-Store reserves the right to remove access persons at its sole discretion, without giving prior notice or reason, at any time.
16. Rent-A-Store may in its sole discretion refuse the Tenant access to the Unit where any money is owing by the Tenant to Rent-A-Store, regardless of whether a formal demand for payment has been made.
17. Rent-A-Store reserves the right to relocate the Unit to another Unit for the proper management of the premises on 30 days written notice to the Tenant to that effect. The Tenant shall be obligated to provide its cooperation for such relocation purposes. In the event of such relocation the reference to a Unit number in the Schedule on the 1st page shall be deemed amended accordingly.

## RISK AND RESPONSIBILITY

18. Rent-A-Store shall not be bound by any undertakings, representations, warranties, promises and the like, not specifically recorded herein. No indulgence, extensions of time, relaxation or latitude which Rent-A-Store may show, grant or allow to the Tenant shall constitute a waiver by the Rent-A-Store of any of its rights in terms hereof and Rent-A-Store shall not hereby be prejudiced or stopped from exercising any of its rights against the Tenant in the future.
19. The goods are stored at the sole risk and responsibility of the Tenant who is responsible for any and all theft, damages to, and deterioration of the goods and bears the risk of all damage caused by force majeure, flood, water, spillage of material from any other space, removal or delivery of the goods or pest vermin.  
The Tenant should take out own insurance cover.
20. Unless specifically covered by insurance, the Tenant must not store items which are irreplaceable, such as currency, gold coins, platinum coins and any other valuable coins, jewellery, furs, deeds, ID documents, passports, drivers license or any other statutory documents, firearms, paintings, curios, works of art and items of personal sentimental value.
21. The Tenant agrees to Indemnify Rent-A-Store from all claims in contract, delict or otherwise for any loss or damage to the property or personal injury to:
  - a. Third parties; and / or
  - b. The true owner of the goods stored in the Unit; resulting from or incidental to the use of the Unit by the Tenant, alternatively the use of the goods within the Unit, including the sale or other disposal of the goods pursuant to clause 14.

## COMPLIANCE WITH LAWS

22. The Tenant acknowledges and agrees to comply with all relevant laws, applicable to the use of the Unit. This includes laws relating to the material which is stored, and the manner in which it is stored. Liability for all breach of such laws rests solely with the Tenant, and includes all costs resulting from such breach.
23. If Rent-A-Store believes at any time in its sole discretion that the Tenant is not complying with any relevant law relating to the goods stored in the Unit and / or affecting the Tenant's ability to discharge its obligations under this agreement, Rent-A-Store may take any action Rent-A-Store believes to be necessary to enforce compliance, including but not limited to inspection and termination under clause 25, 26 and 27. Rent-A-Store may also immediately dispose of or remove the goods at the Tenants expense, and submit the goods to the relevant authorities.

## INSPECTION AND ENTRY BY THE OWNER

24. Subject to clause 26 the Tenant consents to inspection and entry of the Unit by Rent-A-Store on 5 days written notice.
25. In the event of an emergency, that is where Rent-A-Store believes that laws are being broken, or where property, the environment or human life is, on the opinion of Rent-A-Store, threatened, Rent-A-Store may enter the Unit using all necessary force without the written consent of the Tenant. Rent-A-Store will notify the Tenant as soon as practicable.  
The Tenant irrevocably consents to such entry.

## SEARCH OF THE UNIT

26. By signing this Agreement the Tenant –
- a. Acknowledges having been advised in writing by Rent-A-Store of the salient provisions of the Customs and Excise Act No. 91 of 1964 and the Counterfeit Goods Act No 37 of 1997 pertaining to the search of the Unit and the detention and seizure of the contents therein;
  - b. Acknowledges that Rent-A-Store is lawfully obliged under the said legislation, as well as other prevailing laws, to
    - i. Provide the relevant officials and authorities with all such information and documentation that Rent-A-Store may have relating to the Tenant, including the identity, known whereabouts and contact details of the Tenant as well as a copy of this Agreement; and
    - ii. Grant to the relevant officials and authorities access to the Unit for the purposes of opening and entering the same, inspecting and / or detaining and / or selling the contents thereof.
  - c. Consents to Rent-A-Store providing the relevant officials and authorities under the said legislation or any other prevailing laws with the said information and documentation;
  - d. Holds Rent-A-Store harmless against and waives all and any claims of whatsoever nature that it may have for all and any loss or damage of whatsoever nature which the Tenant may suffer as a result of Rent-A-Store granting relevant officials and authorities under the said legislation or any other prevailing laws access to the Unit or providing them with the said information and documentation; and
  - e. Acknowledges that Rent-A-Store shall not be under any obligation to supervise the opening and entering of the Unit, nor the inspection and / or detention and/ or seizure of the contents thereof by the relevant officials and authorities not to account to the Tenant for the same

## TERMINATION

- 27.
- a. Either party may terminate this agreement by giving the other party written notice duly signed by the Tenant as indicated on the first page of this agreement, or in the event of Rent-A-Store not being able to contact the Tenant, the Alternate Contact Person identified on the first page of this agreement.
  - b. In the event of illegal or environmentally harmful activities on the part of the Tenant, Rent-A-Store may terminate the agreement immediately on written notice to the Tenant.
  - c. Should the Tenant give one full calendar months written notice to terminate the lease agreement along with the debit order authorisations but fail to vacate the unit come 18:00 on the last day of the month, then the Tenant's letter of termination of the lease will automatically be deemed null and void. This means that the lease agreement along with the debit order authorisations will remain in place and continue with full force and effect as if the termination notice had never been delivered. The Tenant in this case will pay a false notification penalty fee of R240 per unit including VAT which payment along with the monthly rentals due must be made promptly on or before the 1st of the month to avoid a further R240 including VAT late payment and recovery fee as per clause 10.
  - d. Upon termination the Tenant must remove all goods in the Unit and leave the Unit in a clean condition and in a good state of repair to the satisfaction of Rent-A-Store on the date specified. The Tenant must pay any outstanding monies due and owing to Rent-A-Store up to the date of termination, failing which Rent-A-Store shall be entitled to exercise its rights in term of clause 14. Any calculations of the outstanding rental will be by Rent-A-Store and such calculation will be final.
  - e. On move out, the Tenant is to remove their padlock, failing which the Tenant will be liable for the next month rent.

## NOTICE

28. Any notice to be given in terms of this agreement shall be sent by e-mail, where required by law, by prepaid registered post to the details chosen by the party concerned.
- 28.1 Save for any notice required to be given in terms of the agreement, and with respect to any correspondence, any legal process shall require to be served by hand or per courier during regular business hours, on a business day, at the parties' respective chosen domicilia citandi et executandi (physical addresses).
- 28.2 Any notice required to be given in terms of the agreement shall be transmitted by email and shall be deemed to have been received on the first business day after the date of transmission.
- 28.3 Notwithstanding anything to the contrary herein contained excepted, where any written communication, including, but not limited to, a notice, has been acknowledged as received by the addressee, shall be deemed good notice for all purposes.
- 28.4 Having regard to the unreliability of the South African Postal Service, no notices and/or any form of correspondence may be sent by mail, including prepaid registered mail.
- 28.5 The parties shall be entitled to amend their chosen domicilium citandi et executandi (provided that it is located within the Republic of South Africa and is not a PO Box of post restante) and/or their email address by providing the other party with not less than 10 (Ten) days' written notice to that effect.
29. For the purposes of this agreement, the parties choose, for the service of any legal processes, the following physical address as their chosen domicilium citandi et executandi, and for purposes of transmission of any notice, the email address as indicated below or referred to in the agreement.

### RENT-A-STORE

Cnr, K101 & Johnnic Boulevard, Midrand P.O Box 948 Midrand, 1685  
E-mail: info@rentastore.co.za

TENANT: As per details provided.

## INTERPRETATION

30. Wherever appropriate in this agreement - Words signifying singular shall include the plural and vice versa - Words signifying one gender shall include the other - Words signifying a natural person shall include persons of either sex as well as firms, associations, trusts, companies, partnerships and corporate bodies - The titles and headings in this agreement are for purposes of references and convenience and must not be considered for purposes of interpretation.

## AMENDMENTS

31. Should Rent-A-Store wish to vary a form or condition of this agreement, inclusive of but not limited to pricing, Rent-A-Store shall issue written notice of not less than 30 days of the proposed changes. The changes to the agreement will then be binding on the Tenant unless the Tenant, within 7 days of receipt of said notice, advises Rent-A-Store in writing that the variation is not acceptable. Such no- acceptance of the amendment/s will be deemed to be the giving of notice to vacate the Unit.



## TRANSPORT AGREEMENT / TRUCK & DRIVER

### FREE MOVE-IN TRANSPORT / TRUCK AND DRIVER CONDITIONS

1. The usage of the free transport truck is subject to unit size rented.
2. The truck transport including a driver will be free of charge.
3. The driver's duty is to drive only.
4. All loading, off-loading and packing is to be done by the Tenant. We recommend that you require a minimum of 4 loaders as goods need to be lifted up to the truck.
5. The collection time can change due to any unforeseen circumstances e.g. bad traffic/accident/breakdown.
6. The free transport is for one leg only (from your premises to Rent-A-Store) from anywhere within a 30 km by road from Rent-A-Store. No additional stops on the way are permitted.
7. The transport is for one truck load only, and the capacity of the truck sent out is dependent on the unit size rented.
8. The transport is only available Monday to Saturday. We are closed for transport on Sundays and Public Holidays.
9. The transport is valid only on initial signing up of the contract and is for moving in only.
10. Loading of the truck is to commence promptly at collection time. A limit of 3 hours is allowed for loading, travelling time back to Rent-A-Store and off loading into storage. If 3 hours is exceeded the Tenant will be required to pay R 300.00 per hour or part thereof.
11. Under no circumstances are passengers permitted in transport.
12. All goods transported, loaded and offloaded will be at the Tenant's risk. Transport and damage insurance is to be taken out by the Tenant.
13. The distance from the main entrance of the collection address, to the nearest position in which the removal truck can park, may be no more than 40 meters.
14. The Tenant needs to make certain that the truck is allowed to enter and can fit through complex gates prior to booking.
15. Any goods that require to be carried down from higher than the 1st floor are recommended to be carried down prior to the truck arriving.
16. The Tenant is to pre-pack all boxes, cartons, wooden/plastic crates and bubble wrap delicate items before collection. No small loose items are permitted in transit. Make sure that all breakables are carefully cushioned with liberal quantities of suitable packaging material and make sure all boxes are securely sealed. Heavy items such as books must be packed in small boxes. The contents of cupboards, chests, drawers, bookshelves etc. must be removed before the move and packed into boxes. An item weighing more than 100kg is not recommended to transport. Should you need any packing materials please visit our retail shop "Packaging Supplies" on site for all packaging materials.
17. If any of the above conditions are not adhered to, Rent-A-Store has the right to cancel the transport.

### INDEMNITY

"the tenant by its signature thereto hereby indemnifies and holds Rent-A-Store harmless against and claims by the owner or any third party arising from the transport, the loading and the off-loading of the goods including but limited to any damages occasioned by the transporting, loading and off-loading of the goods and any claim for consequential loss"





## TRAILER HIRE AGREEMENT

### FREE MOVE-IN TRAILER HIRE CONDITIONS

1. RENT-A-STORE rents to the TENANT the use of the trailer on the terms and conditions of this agreement and of the main storage lease agreement. The TENANT for the purposes of this trailer rental agreement becomes the HIRER.
2. The initial free trailer hire period will be for tenants who are moving into storage units at the beginning of their lease with Rent-A-Store only.
3. The trailer hire will be free of charge only for the date and times specified in this trailer hire agreement. Should the initial FREE HIRE PERIOD be exceeded, a daily hire rate of R1500.00 including Vat will apply.

### COLLECTIONS AND RETURNS

4. GATE HOURS: Please note our gates are locked by the security company strictly at 18:00, and keys are kept off the premises. No access for trailer drop offs or collections, will be possible between 18h00 and 06h00.
5. POSSESSION: The trailer rented in terms of this lease agreement always remains the exclusive property of Rent-A-Store. The person renting the trailer shall not at any time alienate, hire out, or in any way dispose of the trailer. The Hirer shall be deemed to be in possession of the trailer from the time he takes delivery of the trailer from Rent-A-Store until such time as he returns it to the Rent-A-Store premises.
6. FAILURE TO RETURN: Should the Hirer fail to return the trailer on time, the Hirer will be charged the daily penalty hire rate of R1500.00. The Hirer must notify Rent-A-Store during office hours should they not be able to return the trailer within the initial free hire period, otherwise the trailer will be assumed stolen and criminal charges will be laid against the hirer. Daily hire rate period means 24 hours or part thereof. Any extra charges levied need to be paid immediately failing which, unpaid charges will be charged onto the Hirers storage account with Rent-A-Store. Any unpaid amounts will then be subject to collection conditions in terms of the main storage lease agreement, specifically clause 14, failure to pay.
7. RETURN: The trailer shall be deemed to have been accepted in good order and repair and without any damage, unless the Hirer proves and notes otherwise on the collection and return check list attached. The trailer shall be returned by the Hirer to Rent-A-Store, in the same condition as we supplied to the Hirer at the beginning of the period of rental, on the agreed return date specified, and if this agreement is terminated at any time before then, for any reason, then immediately after such termination.

Failure by the Hirer to return the trailer timeously shall have the following consequences.

- 7.1 The Hirer shall be liable to pay the daily rental, in respect of a further rental contract, which shall be calculated on the daily rental for the period, from the time on the last day until the time of the return of the trailer to Rent-A-Store. Rent-A-Store shall be entitled to claim and the Hirer shall be bound to pay damages, for any losses suffered by or harm caused to Rent-A-Store as a result of the user's failure to return the goods timeously – such losses shall include inter alia loss of possible earnings or profits.
- 7.2 Rent-A-Store retains the right of access to any place where the trailer may be for the purposes of repossessing the trailer should the user not comply with any of the conditions of hire. Rent-A-Store shall be the sole and final judge of the condition of the trailer at all times and this decision shall be final and binding.
- 7.3 Rent-A-Store have the right to assume that if the trailer is not returned at the time stipulated on the contract, and that no prior arrangements have been made that the trailer has been deemed stolen and criminal charges will be instituted against the Hirer.

### BREAKDOWN/ACCIDENT DAMAGE OR THEFT

8. Should the trailer in any way be damaged, stolen or hijacked, the insurance excess of R3000.00 will be paid by the tenant. The insurance cover excludes damage/loss due to negligence. Wheels, axles, tools, coupler and lights are in no way covered by insurance. Any extra charges levied need to be paid immediately, failing which, unpaid charges will be charged onto the Hirers storage account with Rent-A-Store. Any unpaid amounts will then be subject to collection conditions, in terms of the main storage lease agreement, specifically clause 14, failure to pay. The Hirer must notify Rent-A-Store during office hours should they not be able to return the trailer within the initial free hire period, otherwise the trailer will be assumed stolen and criminal charges will be laid against the Tenant/Hirer. The trailer shall be at the sole risk of the Hirer throughout the rental period and the Hirer acknowledges that he is responsible for the trailer during the rental period. The Hirer shall be liable for a



maximum excess of R3000.00. This does not include wheels, axles, tools, coupler, lights and negligence. During the rental period if the trailer is involved in any accident, stolen or hijacked, the Hirer shall take every responsible precaution to guard the interest of Rent-A-Store including, but without being limited to the following where appropriate. The Hirer shall obtain the names and addresses of everyone involved and if possible, witnesses. The Hirer shall not admit any responsibility or liability nor release any party from any liability of potential liability, nor settle any claim, nor potential claim, against or any action relating to the incident. In the case of the aforementioned, it is the duty of the Hirer to report any of the above to Rent-A-Store immediately, and supply full reports thereof. Should the trailer be involved in any accident a police report case number must be supplied to Rent-A-Store, failure to do so within seven days will make the Hirer responsible for the full repairs to the trailer or other involved. Should the trailer breakdown, the Hirer must inform Rent-A-Store, and an order must be supplied before repairs are under taken, should the Hirer not comply with the above, the repairs will be for the Hirers own account. It is the Hirers responsibility to return the trailer to Rent-A-Store premises regardless of the reason of breakdown or damages.

9. It must be noted that there is no third party liability on the trailers. Rent-A-Store waives it's liability to third parties.

## GENERAL

10. Rent-A-Store have bookings every day and need the trailer to be ready for the next Hirers use. Due to unforeseen circumstances or late returns, Rent-A-Store cannot guarantee the availability of trailers.
11. The hirer warrants that the driver of the vehicle stated above is in possession of a valid license.
12. INDEMNITY: Rent-A-Store shall not be liable for any damage arising out of defect in or mechanical failure of the trailer, for any loss or damage to any property transported in the trailer, nor any indirect damages, consequential loss, additional accommodation or any loss of accommodation, loss of profits or special damage of any kind or any breach of this agreement. Rent-A-Store accepts no liability for losses or damages suffered by the Hirer, because of the trailer hired not being able to perform for any reason whatsoever. The Hirer shall be liable for all fines, penalties and the like, including all legal costs incurred by Rent-A-Store to its attorneys in accordance with the usual charges at the time for parking, traffic and other criminal offences arising out of or concerning the use of the trailer during the rental period and the Hirer accordingly indemnifies Rent-A-Store against all liability. All charges payable by the Hirer shall be payable on the termination of the rental period unless Rent-A-Store requires all or any charges to be prepaid in advance. The trailer may not be used to transport goods in violation of any customs laws or any other illegal manner or beyond the borders of the territory or in any area in the territory where there is or may be a risk of incidence of civil unrest, political disturbance or riot or any activity associated with any of the a foregoing. The Hirer shall make adequate provision for the safety and security of the trailer and in particular without limiting the generality of the a foregoing he shall keep the trailer properly secured and locked when not in use. The Hirer hereby indemnifies Rent-A-Store in respect of all claims by any person whatsoever in respect of any injury to persons, and or damage or loss to property caused by, or in connection with or arising out of renting the trailer. Rent-A-Store states that there is no third party liability on the trailers and Rent-A-Store waives it's liability to third parties. Further the Hirer hereby indemnifies Rent-A-Store in respect of any costs and charges connected with the claims of whatsoever nature arising out of the renting of the trailer. The Hirer consents in terms of Section 45 of Act 32 of 1944, to Rent-A-Store instituting any action or proceeding or enforcing any of the rights under this agreement in the Magistrate's Court or any district having jurisdiction by virtue of section 28 or the said act. The Hirer agrees however, that Rent-A-Store in its sole and absolute discretion may institute any such action or proceedings in any division of the High Court which may have jurisdiction. The Hirer shall not be entitled to cede any of his rights under this agreement or to sub-rent or part with possession of the trailer. If Rent-A-Store institutes any legal proceedings against the Hirer to enforce any of its rights under this agreement it shall be entitled to recover from the Hirer all debt collection or legal cost it incurs to its own debt collectors or attorneys in accordance with their usual charges and assessed as between attorney/debt collector and own client. The Hirer chooses to address specified in the main storage lease agreement as his domicilium citandi ci executandi (i.e. address for service of all legal process) and any notice posted to him there shall be deemed to have been received 3 days after it is posted unless he proves the contrary. Any leniency extended by Rent-A-Store to the Hirer in respect of any provisions under these conditions of days after it is posted unless he proves the contrary. Any leniency extended by Rent-A-Store to the Hirer in respect of any provisions under these conditions of hire shall not in any way constitute a waiver of diminutive of any rights which Rent-A-Store may have in terms of the trailer hire contract or under the "conditions of hire". The trailer must be used in accordance with the road traffic ordinance.