

TERMS AND CONDITIONS OF LEASE ("the Terms")

These standard terms and conditions ("the/these Terms") and Annexure "A" and Annexure "B" attached hereto form part of the Rental Agreement ("the Agreement") between the Tenant (referred to as "You" and "Your") and the Lessor (referred to as "We, "Us", and "Our") in connection with the rental of the container, located at the Storage Yard Facility operated and managed by Northern Self Storage, from NSS as set forth in the Rental Schedule to which these Terms are attached, which also forms part of the Agreement.

1. We hereby let to You the Container (as described on the attached Rental Schedule) located at The Storage Yard Facility and You hereby accept the lease upon the terms and conditions as set out in the Agreement.
2. **You agree that We, Northern Self Storage, referred to herein after as NSS, have not warranted or represented to You that the Container is fit for the purpose for which it will be utilised by You. All Storage Unit sizes are approximate and NSS accept no responsibility for their accuracy.** In agreeing to the Terms of this Agreement, You accept that it applies to the Container used by You and not any Container represented or shown to You before this Agreement was entered into.
3. Subject to You meeting your obligations in terms of this Agreement, You shall be allowed access to the Storage Facility during the hours as set out in the Rental Schedule ("the Access Hours") for the purposes of depositing, removing, substituting or inspecting the Goods. No access will be permitted for any other purposes or outside Access Hours. NSS will use its best endeavours to provide advance warning of changes in Access Hours by notices at the Store, but reserves the right to change Access Hours to other reasonable access times at any time without giving any prior notice.

DURATION

4. This Agreement will start on the Commencement Date and expires on the last day of the month in which the Agreement started, subject to clause 14. The Agreement shall automatically renew for further periods of 1 (one) calendar month thereafter, subject to the provisions of clauses 5 and 36.
5. You agree to provide 14 (fourteen) days written notice to Us of your intention to vacate the Container and terminate the Agreement, provided that should such notice of termination expire prior to the end of a calendar month, the full month's Rental shall still be payable in respect of that month. We agree to provide 14 (fourteen) days written notice to You of our intention to terminate the Agreement subject to the provisions of clause 36.

DEPOSIT

6. Upon signature of this Agreement, You shall be required to pay the Deposit set out in the Rental Schedule to Us, which Deposit shall not accrue interest, and shall be equal to 1 (one) month's Rental, provided that You sign the debit order form attached hereto as Annexure "A", such debit order remains in effect for the duration of this Agreement and Your credit card details are provided for instances where the debit order payment is rejected for whatever reason.
7. If You do not provide credit card details as required in Annexure "A", You agree to pay a deposit equal to 2 (two) months' Rental.
8. NSS shall be entitled to use all or any part of the Deposit to cover any Rental which has not been paid or any unpaid charges due in terms of the Agreement, the cost of any repairs to the Container or Store Facility for which You are liable in terms of this Agreement or in law, and for any other costs or damages arising from Your breach of any provision of this Agreement.
9. The Deposit or balance thereof, as the case may be, shall be returned to You by no later than 30 (thirty) days after the date of termination of the Agreement and physical inspection of the Container.
10. Should the Deposit not cover the cost of repairs or other costs incurred by Us due to a breach by You, You will be liable for such costs as incurred by NSS.
11. It is specifically recorded that the Deposit may not be used by You as payment for the last month's Rental or for any other Rental or charge or other amount due to Us in terms of this Agreement without the prior written consent of NSS in accordance with clause 50.

RENTAL

12. In consideration for the lease of the Container, You shall pay NSS the Rental amount stipulated in the Rental Schedule. We do not accept cash or cheques as a form of payment.
13. The Rental is payable monthly in advance on or before the first day of each month and shall be settled by way of debit order in accordance with the debit order authorisation form signed by You and attached to the Agreement as Annexure "A".
14. Rental payments made after the 7th day of the month are subject to payment of a late fee ("the Late Fee"). We are not required to provide notice to You that the Rental payment has not been received by Us by the 7th day of the month.

15. All payments made to NSS pursuant to this Agreement shall be applied first to administrative charges and costs (such as Late Fees) before the balance shall be applied to accrued and unpaid Rental.
16. Subject to the provisions of clause 5, should You fail to vacate the Container and remove its lock on the last day of the relevant month, then this Agreement shall automatically renew for further periods of 1 (one) month each thereafter.
17. You agree and acknowledge that:
 - 17.1 there are no pro-rated Rental refunds in the event that You vacate the Container before the last day of the month;
 - 17.2 if the Container is vacated at any time without the required notice in terms of clause 5 having been provided, We shall be entitled to retain Your Deposit; and
 - 17.3 if the Container is vacated on or after the 1st of the month, a full month's Rental shall be due in respect of that month.
18. We reserve the right to increase the Rental and Late Fee from time to time by giving written notice of not less than 30 (thirty) days. If You do not accept the increase, You shall be entitled to cancel the Agreement in accordance with clause 5 above.
19. You shall not be entitled to withhold, delay or abate payment of any amounts due to NSS in terms of this Agreement by reason of any breach or alleged breach of the obligations of Northern Self Storage.

INSURANCE

20. **NSS DOES NOT PROVIDE INSURANCE FOR YOUR STORED GOODS. INSURANCE FOR YOUR STORED GOODS IS YOUR RESPONSIBILITY.**
21. **You hereby expressly release and indemnify NSS and their employees, directors, and agents from any liability for any losses and/or damages (including consequential and indirect losses) to any of Your Goods in or about the Container or Storage Facility. All Goods stored at the Storage Facility shall be so stored at Your sole risk.**

DEBIT ORDER

22. By signing the debit order authorisation attached to this Agreement as Annexure "A", You explicitly authorise NSS to recover the following fees and costs via the debit order:
 - 22.1 Rental, including any increased Rental amount allowed in terms of this Agreement;
 - 22.2 General Administration Fee;
 - 22.3 Late Fees; and
 - 22.4 any bank charges or other administrative costs incurred by NSS due to late payment by You.

WARRANTIES

23. **You hereby warrant to and in favour of NSS that:**
 - 23.1 **You are the lawful owner of all Goods stored at the Store and, where applicable, the natural person (i.e. the Signatory, as defined in clause 46) signing on behalf of You is duly authorised by You to store the Goods and control access to the Container;**
 - 23.2 **You shall not place or keep in the Container or Storage Facility:**
 - 23.2.1 **food or perishable goods unless approved by NSS and provided they are protected from and do not attract vermin;**
 - 23.2.2 **plants, birds, fish, animals or any other creatures;**
 - 23.2.3 **explosives, combustible or flammable materials or liquids;**
 - 23.2.4 **chemicals, compressed gases, radioactive materials, biological agents, toxic waste, asbestos or other materials of a potentially dangerous nature;**
 - 23.2.5 **firearms, weapons, ammunition or explosives;**
 - 23.2.6 **any item which emits any fumes, smell or odour;**
 - 23.2.7 **any illegal substances, illegal items or goods illegally obtained; or**
 - 23.2.8 **anything that may damage the Container or Storage Facility in any way or other goods prohibited by law;**

- 23.3 You agree to abide by any rules set by NSS governing the use of the Container from time to time and to comply with any reasonable instructions NSS's employees, agents or contractors at the Store;
- 23.4 You shall not permit or cause any damage to the Container or Storage Facility; and
- 23.5 at the expiration or termination of this Agreement (as the case may be), You shall:
- 23.5.1** remove the lock, vacate the Container and provide undisturbed possession of the Container to NSS;
- 23.5.2** vacate the Container not later than 12 (twelve) midday on the applicable date and during office hours unless prior arrangements have been made with NSS; and
- 23.5.3** leave the Container in clean, empty in good condition and free of any waste material, ready to be re-rented failing which You shall pay Our costs of cleaning the Container or disposing of any goods or rubbish left in the Container or at the Storage Facility,
- and You hereby indemnify and agree to pay for all costs which may be incurred by NSS as a result of Your breach of the above warranties and furthermore indemnify NSS against any claim or cause of action arising (including those of a third party) out of Your use of the Container or access to the Storage Facility.**
- FURTHER OBLIGATIONS OF TENANT AND TERMS OF USE**
24. You will be given access to the Storage Facility using the Cell Phone Number specified by You in writing
25. You agree that all persons You give access to by opening the Storage Facility for them using your Cell Phone, act as Your Agents or representative .
- 26. You agree that You shall be liable for any damage to the Container or the Storage Facility, and to any Container leased to other tenants, as a result of You or Your agents', guests', invitees' or representatives' actions, and the costs of repair in respect thereof shall be billed to You accordingly.**
27. You shall immediately notify NSS in writing of any change in Your debit order details and contact details (including Your email address) set out in the Rental Schedule.
28. You agree not to let, sublet, or assign the whole or any part of the Container without the prior written consent of NSS in each instance.
29. You further agree:
- 29.1 to leave the aisles, service area, paved area and entrance areas of the Facility clear, not to block other tenants' Containers and exercise courtesy to others and reasonable care for Your own safety and that of others using the Facility;
- 29.2 to meet delivery drivers promptly and to ensure that the front driveway or gate is not blocked under any circumstances;
- 29.3 not to use the Storage Facility as offices or living accommodation or as a home or business address and not to use the address of the Container or the Storage Facility for receiving or sending mail.
- 29.4 not to leave any waste or refuse that is created by storing the Goods in the Container or the Storage Facility. You agree to be charged the reasonable costs of disposing of such waste or refuse if You fail to comply with this undertaking;
- 29.5 not to affix shelving or other articles to the walls, ceiling or doors of the Container;
- 29.6 not to use the Container to manufacture, sell or conduct other business activities or use the Container or Storage Facility for any purpose other than for the purpose of storing the Goods as specified in the Rental Schedule whatsoever without NSS's prior written consent, which consent shall not be unreasonably withheld;
- 29.7 to inform NSS immediately in writing of any damage or defect to the Container; and
- 29.8 that NSS may, in its discretion, deny access to the Container and/or the Storage Facility in case of emergencies
30. Because the nature and type of the Goods being stored by You from time to time is entirely within Your discretion (subject to clauses 34.2, 29.3, 29.5 and 29.6)
- 30.1 You must ensure that the Container is suitable for the storage of the Goods that You store or intend to store in it. NSS does not warrant or represent that any Container allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Container before storing Goods at the Storage Facility and from time to time throughout the period of this Agreement to ensure its continued suitability;**
- 30.2 You must ensure that when the Goods are presented for storage, they will be securely and properly packed or bottled (as the case may be) and in such condition as not to cause damage or injury to the Container or to the Storage Facility or to any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or in any other way; in addition, the Goods will not be perishable or include any animal or other living creature; and
- 30.3 You must complete an inventory of the Goods as proof thereof. NSS does not inspect the Goods when they arrive at the Storage Facility and shall not keep any records concerning, or any inventory of the Goods, nor shall NSS have any knowledge of their nature, condition or state of repair.
31. Only You and persons authorised or accompanied by You will be allowed to have access to the Container. Any such person is Your agent for whose actions You are responsible and liable to NSS and to other tenants of at the Storage Facility. NSS may ask for proof of identity from You or any other person at any time (although NSS is not obliged by this Agreement or otherwise to do so) and may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. NSS may refuse You or Your agents access at any time if it is considered in Our sole discretion that the safety of any person at the Store, or the security of the Storage Facility, or other Container at the Storage Facility or their contents will be put at risk.
32. You must provide Your own lock and keep the Container locked at all times. You must ensure that the Container is locked so as to prevent unauthorised entry when You are not using the Container. NSS will not be responsible for locking any unlocked Container. You should not leave Your key with or permit access to Your Container to any person other than Your own agent, who is responsible to You and subject to Your control and if You do so, You do so at Your own risk whether or not any such person is a NSS employee or agent. NSS will not accept any liability for any person including our employee or agent holding Your key and having access to Container and any such person acting as Your agent.
33. You permit NSS and Our agents and contractors to enter the Container and if necessary break the lock to gain entry if We:-
- 33.1 provide You not less than 7 (seven) days' notice to inspect the Container or carry out repairs, maintenance and alterations to it or any other Container or part of the Storage Facility;
- 33.2 At any time without notifying You if NSS:-
- reasonably believe that the Container contains any items described in clause 23.2 or is being used in breach of clause, 29.3, 29.5 and 29.6 or such entry is effected incidental to the exercise of Our powers pursuant to clause 37;
- 33.2.1** wish to ascertain whether the Container contains any items described in clause 23.2;
- 33.2.2** are required to do so by the Police, Fire Services, Local Municipality or by a Court Order;
- 33.2.3** believe it is necessary in an emergency for any purpose including that in clause 33.1;
- 33.2.4** obtain access in accordance with clauses 34 and 37; or
- 33.2.5** want to prevent injury or damage to persons or property.
34. This Agreement shall not confer on You any right to exclusive possession of the Container:
- 34.1 NSS may at any time by giving You 7 (seven) days' written notice require You to remove the Goods from the Container to another Container specified by Us which shall not be smaller than the current Container:
- 34.1.1** in the event of a fire or flood or similar incident or occurrence at the Storage Facility which in Our opinion requires the Container or any part of the Storage Facility to be closed or sealed off; or
- 34.1.2** if the Storage Facility or any part of the Storage Facility is closed for redevelopment.
- 34.2 We agree to pay Your reasonable costs of removal which have been approved in writing by NSS in advance of the removal.

- 34.3 If, You do not arrange the removal of Goods to the alternative Container by the date specified in Our notice, You agree that NSS and or its agents and contractors may enter the Container and do so. In doing so, NSS and or Our agents and contractors will act as Your agent and the removal will be at Your risk.
- 34.4 If the Goods are moved to an alternative Container, this Agreement will be varied by the substitution of the alternative Container as the description of the "Container" but shall otherwise continue in full force and effect and the Rental at the rate set out in the Rental Schedule and amended from time to time in accordance with this Agreement will continue to apply to Your use of the alternative Container.

LIMITATION OF LIABILITY

35. **Northern Self Storage shall not be liable to You or any third party, whether in contract, delict or otherwise, for any direct, indirect or consequential damages arising from or in connection with Your use of the Storage Facility or Container including (without limitation) loss of data, profits or custom, and/or business foregone, whether foreseeable or not and whether or not in the contemplation of the parties at the time of the conclusion of this Agreement.**

BREACH

36. If You:
- 36.1 commit a material breach of this Agreement and fail to remedy such breach within the time period specified in terms of this Agreement or as may be specified by NSS by way of written notice to the You, as the case may be; or
- 36.2 go into provisional or final liquidation or have a petition presented for Your winding up or liquidation; or
- 36.3 commit a material breach of this Agreement that is not remediable then (and in any such case) NSS may, without prejudice to any other rights or remedies in law, including the right to claim damages and the right to require specific performance, and without being liable to You for any loss or damage which may be occasioned as a result of early termination of the Agreement, give written notice to You to terminate this Agreement;
- 36.4 are in arrears with Rental and/or any other amounts due and payable to NSS on or after the 7th day of the month in respect of which such Rentals or other amounts fall due, then You agree that NSS shall be entitled to deny You access to the Container and the Storage Facility by removing the Cell Phone Number specified by You for access, until the amount in arrears has been paid in full.

PAYMENT

37. The Prompt Payment of each and every sum whether invoiced or not, owing by You to Us from time to time under this Agreement or any other agreement between You and Us arising from or in connection with this Agreement ("Your Debt") is of the essence of this Agreement. "Prompt Payment" is defined as payment of each and every sum due under this Agreement on the first day of each month and, in respect of any sum being due under any other related agreement between Us and You, payment within 5 (five) days of that sum being demanded in writing.
- 37.1 The terms of this clause 37 are additional to and without prejudice to all or any rights or remedies in law.
- 37.2 **In the event of a default of the Prompt Payment of Your Debt:**
- 37.2.1 NSS are relieved of any duty of care howsoever arising in respect of the Goods; and**
- 37.2.2 the Goods are held solely at Your risk and We shall be able to immediately exercise the lien described below.**
- 37.3 You hereby acknowledge and agree that in addition to the pledge provided for in clauses 40 to 42 below, We shall have a lien on all Goods stored within the Container to secure payment of all amounts due to NSS under this Agreement and that in terms of such lien, You shall not be entitled to remove any Goods from the Container until payment of Your Debt in full has been received by NSS.
- 37.4 In default of the Prompt Payment of Your Debt, You authorise Us:-
- 37.4.1** to refuse You and Your agents access to the Goods, the Storage Facility and the Container;
- 37.4.2** to access the Container and inspect and remove the Goods to another Container or Storage Facility and You agree to be liable for any damage, loss or expenses incurred as a result thereof; and

- 37.4.3** to hold onto and/or ultimately dispose of some or all of the Goods subject to clause 37.5.

- 37.5 In the event that Your Debt is not paid 30 (thirty) days after the first day of the month or You fail to collect the Goods after We have required You to collect them or upon expiry or termination of this Agreement, We may, subject to clause 37.7, sell the Goods and pass all ownership to them and use the proceeds of sale to pay first the costs incurred by NSS (including the Lock Cutting Fee) and secondly in paying Your Debt and to hold any balance for You. Interest will not accrue to You on the balance.
- 37.6 If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by NSS and Your Debt (including the costs described in clauses 37.4.2 and 38), You must pay any balance outstanding to NSS within 7 (seven) days of a written demand from NSS, which will set out the balance remaining due to Us after the net proceeds of sale have been credited to You. Interest will continue to accrue on Your Debt until payment has been made.
- 37.7 Before NSS sells the Goods, We will give You notice in writing of the amount of Your Debt at the date of the notice and that in default of payment within 14 (fourteen) days of the date of the notice, NSS will sell the Goods in the manner set out in the said notice. You agree that NSS shall not be obliged to give You any further notice of any intended sale.
- 37.8 NSS will sell the Goods by any method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale.
- 37.9 If the Goods cannot reasonably and economically be sold (for any reason whatsoever) or they remain unsold despite Our efforts, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost. You will pay Our reasonable costs incurred in administering the debt collection and sale process described in this clause. These costs will include (without limitation) a Lock Cutting Fee, auction costs, removal costs, cleaning costs and the reasonable charges for Our own time.
- 37.10 If Your Debt is paid to the satisfaction of NSS prior to the Goods being sold, We shall restore Your access to the Storage Facility and the Container. In such an event it shall be Your responsibility to replace Your lock at the time of payment to ensure the security of Your Container.

38. In addition to the above remedies:

- 38.1 In the event that NSS institutes any legal action against You as a result of non-payment of Rental and/or any other amounts due to NSS in terms of this Agreement, You agree to pay a penalty of 30% (thirty percent) of the outstanding Rental;**
- 38.2 You agree that in the event of any legal action being instituted against You pursuant to clause 40.1 or as a result of a breach of this Agreement, You shall pay all the costs incurred in respect thereof on an attorney and own client scale, including all collection fees and any tracing charges that may be incurred from time to time.
- 38.3 Should payment in respect of any amounts in arrears not have been received by NSS by the 15th of the month in question, We shall be entitled, but not obliged, to take action in terms of Section 32 of the Magistrate's Court Act, whereby an ordinary summons will be issued and the Goods stored in the Container attached to cover Our expenses and any amounts due to NSS under the terms of this Agreement.
39. A partial payment of amounts in arrears will not stop fees or charges being incurred or official procedures being implemented. Any agreement between You and NSS to extend the payment dates or defer sale of Goods must be in writing and signed by both parties to be binding.

PLEDGE

40. As security for its obligations in terms of this Agreement, You hereby pledge to NSS all Goods stored by You in the Container.
41. You agree that the act of storing goods in the Container will constitute delivery of the said goods to NSS thereby constituting the pledge.
42. We shall have the right of *parate executie*, as set out in clause 37.

NOTICES AND DOMICILIA

43. Any notice to be given pursuant to the terms of this Agreement shall be given in writing to the party due to receive such notice at its chosen domicile, being: (i) in the case of You at Your Physical Address, subject to clause 46 below, as set forth in the Rental Schedule; and (ii) in the case

of NSS at 5 Broadacres Drive, Dainfern North, 2174. Notices shall be delivered personally or by courier or by facsimile or email transmission and shall be deemed to be given in the case of personal delivery on delivery and in the case of courtering (in the absence of evidence of earlier receipt) 48 (forty eight) hours after delivery to the courier company and in the case of facsimile or email transmission on completion of the transmission.

44. Further to the above, You agree that written notice provided by email to the email address specified by You in the Rental Schedule, and updated by You from time to time in accordance with clause 27, will be deemed to be valid.

GENERAL

45. Any right granted herein to NSS may be exercised by Our rental agent or other representative or agent.
46. If this Agreement is signed for You by a person ("the Signatory") acting as an agent representative of You, then that Signatory in their personal capacity shall be liable for all the obligations imposed on You in terms of this Agreement in the event You fail to comply with Your obligations in terms of this Agreement.
47. All of the schedules and/or annexes hereto are incorporated as part of this Agreement and shall have the same force and effect as if they were set out in the body of this Agreement.
48. This Agreement shall extend to and be binding upon the parties hereto, their heir, executors, administrators and assigns.
49. No extension of time or indulgence granted by NSS to You shall be deemed in any way to affect, prejudice or derogate from the rights of NSS in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this Agreement.
50. The terms of this Agreement form the sole contractual relationship between the parties in relation to the subject matter of the Agreement and no variation of this Agreement shall affect the terms of this Agreement unless such a variation is in writing by the parties to this Agreement.
51. If any provision of this Agreement is unenforceable then that unenforceable provision shall be severed from the remaining provisions of this Agreement, which shall not be effected and shall remain in full force and effect.
52. For the avoidance of doubt, this Agreement supersedes all or any prior agreements or negotiations between the parties hereto relating to the Container.
53. If the Container and or Storage Facility should be destroyed or damaged so that it can no longer be beneficially occupied by You, this Agreement shall automatically terminate when that happens unless the parties agree otherwise in writing.
54. If You transfer the contents of the Container to a different Container ("the New Unit") at the Storage Facility for whatever reason, these Terms, the Rental Schedule and Annexure "A" are deemed to apply to the New Unit, except that the Rental shall be the prevailing rental for the New Unit at the date of transfer.
55. We reserve the right to perform a credit check at any time during the tenancy of this Agreement and You hereby consent to such credit check being performed.
56. Where this Agreement has terminated and You have paid more Rental and charges than are due at the date of termination, NSS will refund the balance to You after deduction of any payments due to NSS as if the balance were a Deposit under clause 8. If You do not move the Goods into the Container at the Storage Facility, NSS will refund the Rental and other charges You have paid. No interest will accrue on any money held by NSS for You.
57. Any defined terms not defined in these Terms shall have the meaning given to them on the Rental Schedule to which these Terms are attached.
58. These Terms shall be read with the Rental Schedule to which they related and in the event of any conflict between these Terms and the terms of the Rental Schedule, the terms of the Rental Schedule shall take precedence, but solely to the extent of such conflict.
59. This Agreement shall be construed and governed in accordance with the laws of the Republic of South Africa and the parties agree that any magistrate court which has jurisdiction over You shall have jurisdiction to hear any action or proceeding that may arise out of this Agreement.