



# BALLITO SELF STORAGE & TRAILER HIRE

VAT NO.: 4890165584

3 Old Main Road, (R102) Umtshali (across from Umtshali Primary School & 500 meters from Umtshali police station)  
P.O. BOX 6680, Zimbabwe, 4418

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Fax: 086 535 5759

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Website: www.ballitoselfstorage.co.za



## SELF STORAGE LEASE AGREEMENT

### 1. DEFINITIONS:

1.1	“LESSOR”	Shall mean One World Inv Oscar cc t/a Ballito Self Storage
1.2	“ LESSEE”	Shall mean the party specified in the Reservation Instructions or any other user of the unit
1.3	“RENTAL”	Shall mean the monthly charge levied for the hiring of a unit
1.4	“PERIOD”	Shall mean one calendar month
1.5	“UNIT”	Shall mean a storage unit with a designated number

### 2. RECORDAL

The Lessor hereby lets to the Lessee....., who hereby hires, for the period, the unit/s .....specified in the Reservation Instructions, on the terms set out below.

### 3. DURATION

The lease shall be for the initial period and shall thereafter continue on a month to month basis until terminated by either of the parties as set out in paragraph 8 below.

### 4. RENTAL PAYMENT PROVISIONS

- 4.1 All rentals are payable monthly in advance in the manner prescribed by the Lessor from time to time;
- 4.2 After the expiry of the initial period, the Lessor shall be entitled to vary the rental payable by giving the Lessee no less than one calendar months’ notice thereof;
- 4.3 All rentals shall be payable without deduction or set-off;
- 4.4 Penalties will be charged on late payments @ R50 excl vat pm and will be levied against deposit on all arrear rentals from the 5<sup>th</sup> day of the month.
- 4.5 A once off admin fee of R120.00 including vat will be charged on all new contracts.
- 4.6 A lock fee of R150.00 including vat will be charged on all new contracts.

### 5. DEPOSITS

- 5.1 A deposit equivalent to R..... shall be payable on or before the commencement date of the lease;
- 5.2 Upon termination of the lease, the deposit shall be refunded free of interest, at the end of the month following the month in which the unit is vacated, after provision for arrears, legal fees(if any) and breakages have been made.

### 6. UNIT ALLOCATION

- 6.1 Each Lessee shall be allocated a unit upon payment of the deposit and initial rental;
- 6.2 The Lessee shall have no veto right in the allocation of the unit by the Lessor.



### 7. MAINTANANCE OF THE UNIT

- 7.1 The Lessee shall be responsible for the packing, storage and removal of his goods during the period of the lease and upon termination thereof;
- 7.2 The Lessee shall maintain the unit in good order and condition, fair wear and tear accepted.

## **8. CANCELLATION**

**8.1 Either party may cancel this agreement by giving the other written notice on or before the 1<sup>st</sup> day of the month for the end of the month and if no such notice has been received, the parties will be deemed to have renewed the lease for a further period equivalent to the initial period. Verbal notice is not acceptable.**

**8.2 Notwithstanding the foregoing, should the Lessee fail to make payment of the rental by the 5<sup>th</sup> day of the renewal period, the lease shall be deemed to be cancelled with effect from the last day of that month.**

## **9. SECURITY PROCEDURES**

9.1 The Lessee shall be responsible for the internal security of his own unit/s and shall secure same under his own lock and key which he shall at all times personally retain; The lock is supplied by the Lessor as per point 4.6.

9.2 The Lessor shall secure entry and egress to the leased premises by the provision of alarmed premises linked to a reputable security company;

9.3 The Lessor shall be obliged to allow any person who has possession of the Lessee's personal key, entry to the unit on the assumption that such person enters the unit upon the Lessee authority.

## **10. INSURANCE**

**10.1 The Lessee shall not do or omit to do anything or keep in the unit anything or allow anything to be done or kept in the unit any item of a perishable, flammable, explosive or illegal nature;**

**10.2 The Lessee shall be obliged to insure at his cost all items stored by him in the unit against all risks.**

## **11. LIMITATION OF THE LIABILITY OF STORAGE**

11.1 The Lessee fully understands and accepts that the lessor and its staff will endeavor to exercise the necessary degree of care, diligence and skill that can reasonably be expected of a person responsible for managing and property belonging to another person. However the Lessor and its staff will not accept liability for any loss, damage (whether general, special or consequential) expenses or injury which may be suffered by the Lessee directly or indirectly, where such loss, damage, expense or injury is caused due to the recklessness or negligence of the Customer.

11.2 The Lessee hereby acknowledges that s/he holds the Lessor harmless against all/any claims arising from the above.

## **12. CESSION AND SUB-LEASE**

The Lessee shall not sell, cede, transfer, pledge or otherwise alienate any of his rights under this agreement, nor shall the Lessee sublet the unit or any portion thereof.

## **13. BREACH**

13.1 Should the Lessee fail, refuse and/or neglect to pay the rental by the 5<sup>th</sup> of any month, the lease shall, as stated above be deemed to be cancelled with effect from the end of such month;

13.2 The Lessor shall be entitled to damages equivalent to the rental from the date of cancellation to the date of receipt of payment therefore;

13.3 The Lessor shall be entitled upon 14 days notice to enter the unit, to seize any items found therein and to dispose of such items in settlement of arrear rentals and damages.

## **14. NOTICES**

14.1 All notices shall be sent by registered post, email or by telefax to the addresses chosen by the parties below;

14.2 The said notices shall be deemed to have been received 7 days after dispatch thereof.

15. ADDRESS WHERE SERVICE OF NOTICES AND PROCESS WILL BE ACCEPTED

The parties hereby choose the under mentioned addresses as their Registered Office Address for the service of all notices and legal processes namely:

- Ballito Self Storage - 3 Old Main Road (R102), Umhlali, ( 500m from Umhlali Police Station)
- The Lessee - the address specified in the Reservation Instructions

16. GENERAL

16.1 This agreement is the sole memorial of the agreement between the parties and supercedes all/any other agreements (if any) between them;

16.2 No variation, amendment, modification or alteration shall be of any force or effect unless reduced to writing and signed by a member /director of the Lessor and the Lessee;

16.3 No representation by any of the parties has been made unless recorded herein, which induced the parties into concluding this agreement;

16.4 The Lessee warrants the information relating to him in the Reservation instructions as being true and correct.

**16.5 Padlocks may not be cut by the Lessee/client. Apply for permission at the office to have your lock removed. This is for the security of all Lessee/clients.**

**16.6 The units do accumulate dust as a result of the burning of sugar cane in the area. Therefore the Lessee and / or Lessee needs to ensure that his/her goods are covered at all times.**

17. CONSENT CLAUSE

17.1 The Lessee hereby consents that, and authorises the Lessor to, at all times:

17.1.1 Contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Lessee;

17.1.2 Furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Lessee’s dealings with the Lessor.

SIGNED AT .....ON THIS.....DAY OF ..... 20.....

By the Lessee ..... \_\_\_\_\_

Allocated Unit no: ..... LESSEE

SIGNED AT .....ON THIS.....DAY OF ..... 20.....

\_\_\_\_\_  
**FOR AND BEHALF OF  
BALLITO SELF STORAGE**

**I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS SET OUT IN THE ANNEXURE ATTACHED HERETO**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**SIGNATURE**