



BALLITO SELF STORAGE & TRAILER HIRE

VAT NO.: 4890165584

3 Old Main Road, (R102) Umhlali (across from Umhlali Primary School & 500 meters from Umhlali police station)
PO BOX 6680, ZIMBALI, 4418

Tel: (032) 947-1433
Fax: 086 535 5759

Email: info@ballitoselfstorage.co.za
Website: www.ballitoselfstorage.co.za

SELF STORAGE LEASE AGREEMENT

1. DEFINITIONS:

1.1. "FORCE MAJEURE" means an exceptional event or circumstance that:

- a) Could not have been reasonably foreseen;
- b) Is beyond the control of the parties, and
- c) Could not reasonably have been avoided or overcome

Such an event may include but is not limited to:

- Acts of war (declared or not), invasion and hostile acts of foreign enemies;
- Insurrection, rebellion, revolution, military or usurped power, war (whether declared or not), terrorism;
- Civil commotion, disorder, riots, strike;
- Sonic shock waves caused by aircraft or other aerial devices, and ionizing or radioactive contamination;
- Natural catastrophes including earthquakes, floods, hurricanes, or volcanic activity.

1.2. "THE GOODS" mean the goods which the Lessee has instructed Ballito Self Storage to store and/or cart on their behalf whether they are situated in the Unit or otherwise.

1.3. "LIEN" means the real right of retention that Ballito Self Storage has over the property of the Customer and the customer is specifically referred to the provisions of clause 15 in this regard.

1.4. "LESSOR" shall mean One World Inv Oscar cc t/a Ballito Self Storage & Trailer Hire.

1.5. "LESSEE" shall mean the party specified in the Reservation Instructions or any other user of the unit

1.6. "RENTAL" shall mean the monthly levy charged for the hiring of the unit by the Lessor.

1.7. "PERIOD" shall mean one calendar month.

1.8. "UNIT" shall mean a storage unit with a designated number.

1.9. "VAT" means Value-Added-Tax as determined by the South African Revenue Services.

1.10. Any reference in this agreement to the singular also includes the plural or the reference to make also includes the female.

2. RECORDAL

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

3. DURATION

3.1. The "initial period" shall be the lease period so agreed upon by the Lessor and Lessee being for:

3.1.1. The period of _____ months starting effectively on ____ of _____ 20____ and termination on ____ of _____ 20____.

3.2. Should the lessee not remove their belongings in terms of the termination date above, the lease shall thereafter continue on a month-to-month basis until terminated by either of the parties as set out in **clause 8**.



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4. RENTAL PAYMENT PROVISIONS

- 4.1. All rentals are payable monthly in advance on the 1st (first) day of every month and/or 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. In the event of the Lessee choosing to pay by way of debit order, (all variable amounts) owed by the Lessee to Ballito Self Storage (will be deducted from the Customer's bank account or credit card via debit order) in the first week of every month. Penalties will be levied to the Lessee if the debit order is returned as unpaid irrespective of the reason..
- 4.5. A once off admin fee of R150.00 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.

- 5.1. 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. The 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 a reasonably good order and condition, fair wear and tear accepted.

8. CANCELLATION/TERMINATION

- 8.1. Either party may cancel this agreement by giving the other written notice of cancellation or termination, by way of email or hand delivered notice, on or before the 1st day of the month for the end of that month.
 - 8.1.1. Verbal notice of cancellation and/or termination shall not be accepted.
 - 8.1.2. If no such notice has been received, the parties will be deemed to have continued the agreement on a month-to-month basis and the terms and conditions of this agreement remain in effect.
- 8.2. The Lessee's account must be paid up to date in order to access their unit.
- 8.3. In the event that the Lessee has not validly cancelled his/her lease as per 8.1, they will be liable for the rental charge for the following month.



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9. SECURITY PROCEDURE

- 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's 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 officers, agents, directors, employees, affiliates, and their respective successors, 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.
- 11.2. The Lessor and/or its agent, its officers, directors, employees, affiliates, and their respective successors and assigns harmless for any loss, and will not accept liability for any loss, damages (whether general, special or consequential) or injury which may be suffered by the Lessee and/or any third party thereby associated to the Lessee either directly or indirectly, where such loss, damage, expense or injury is caused due to the recklessness and/or negligence of the Lessee.
- 11.3. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by force majeure events.
- 11.4. The Lessee hereby acknowledges that he/she 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.



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13. BREACH

- 13.1. Should the Lessee fail, refuse and/or neglect to make payment by the 7th day of the month, such Lessee shall be in material breach of this Agreement.
- 13.1.1. Should the Lessee fail, refuse and/or neglect to pay in terms of clause 13.1 the Lessor shall notify the Lessee in writing of such breach and provide the Lessee with 7 days to remedy the breach.
- 13.1.2. Should the Lessee fail, refuse and/or neglect to remedy the breach within 7 days thereafter the Lessor retains the right to terminate the lease agreement in which instance the Lessee is obligated to remove their goods from the unit within 30 calendar days.
- 13.1.3. The Lessor shall be entitled to damages equivalent to the rental and all penalties levied from the date of cancellation to the date of receipt of payment, therefore .
- 13.2. The Lessor shall be entitled upon 60 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. LATE PAYMENTS AND PENALTIES

- 14.1. If any amount is not paid by the Lessee on the due date, the Lessor may without prejudice to any rights it may have and subject to the provisions of the National Credit Act (if applicable), charge interest on any overdue amount at the applicable prescribed legal rate or at the prime rate plus 5% per annum as charged by Lessors bankers, whichever is the lesser, and in Lessors sole discretion.
- 14.2. Further, Ballito Self Storage will levy a penalty for late payments as follows:
- 14.2.1. A late penalty of **R120.00** (one Hundred and Twenty Rand), per unit, if payment is not made within 15 days after due date; and
- 14.2.2. Ballito Self Storage will levy a "cut the lock fee" of **R207.50** per unit if payment is not made within 60 days after due date.
- 14.2.3. Returned and unpaid debit orders will carry a penalty fee of **R15.00** on each occasion of such return or unpaid debit order notwithstanding the above penalties to be levied in respect of non-payment.
- 14.2.4. A certificate issued by a director of Ballito Self Storage or his lawful Agent as to the indebtedness of the Customer shall be prima facie proof of the Customer's indebtedness to Ballito Self Storage and of all such other facts for the purposes of legal proceedings such as, provisional sentence or summary judgment whatever the case may be.

15. LIEN OVER GOODS IN FAVOUR OF BALLITO SELF STORAGE

- 15.1. The Lessee gives security for punctual and due performance of all the Lessee's obligations to the Lessor in terms of this agreement, including legal and collection fees, failing which the Lessee pledges, cedes, and transfers all its rights, title and interest in and to all goods stored and contained in the Storage Unit.
- 15.2. The Lessor shall have a lien on all goods in storage for any sum due to it by the Lessee and unpaid. Accordingly, The Lessor will have a legal right to withhold or ultimately dispose of some or all of the Goods, as described below, to offset any amounts due by the Lessee to Ballito Self Storage in terms of this Agreement until all amounts owed by the Lessee to Ballito Self Storage have been paid in full.



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16. NOTICES

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

16.2. The said notices shall be deemed to have been received 7 (seven) days after dispatch thereof.

17. 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:

The Lessor – 3 Old Main Road (R102), Umhlali, (500m from Umhlali Police Station)

The Lessee – the address specified in the Reservation Instructions.

18. GENERAL

18.1. This agreement is the sole memorial of the agreement between the parties and supersedes all/any other agreements (if any) between them.

18.2. 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.

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

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

18.5. Padlocks may not be cut by the Lessee/client. The Lessee must apply for permission at the office to have your lock removed. This is for the security of all Lessee/clients.

18.6. The units do accumulate dust because of the burning of sugar cane in the area. Therefore, the Lessee needs to ensure that his goods are always covered.

19. CONSENT CLAUSE

19.1. The Lessee hereby consents that, and authorizes the Lessor to, always:

19.1.1. The Lessor may in terms of the provisions of section 11(1)(b) of the Protection of Personal Information Act 4 of 2013, as amended, use the Customers personal information to carry out actions for the conclusion or performance of this agreement.

19.1.2. The Lessee consents to The Lessor and/its agents requesting any information available on any Credit Bureau and/or financial institution regarding the Lessee, including but not limited to;

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

19.1.2.2. Furnish information concerning the behaviors, 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.



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20. ALLOCATED UNIT NO:

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

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

NAME AND SURNAME

LESSEE SIGNATURE

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF

BALLITO SELF STORAGE

LESSEE NAME

LESSEE SIGNATURE