

Conditions of Hire

RISK OF OWNERSHIP

The Tenant warrants that he/she is the lawful owner/possessor of all property stored at SureStore. The natural person signing this contract on behalf of the Tenant, as per detailed description in par 4, hereby declares, and fully indemnifies SureStore against any claim to the contrary, that he is duly authorised by the Tenant, be that a legal or natural person or persons or persons in partnership or marriage, to declare that the property stored, belongs to the Tenant, that he is duly authorised to store and control access to the stored property, that he is personally liable as co-principal debtor for all the obligations of the customer and that he chooses as his 'domicile' the same address as the Tenant. It is the Tenant's responsibility to notify SureStore in writing of any change in Tenants' details.

The Tenant specifically acknowledges that SureStore has adequate security and has taken all necessary pre-cautions regarding all other potential risks including but not limited to theft, fire and water damage and that all goods are stored at the sole risk of the Tenant. The Tenant hereby expressly releases and indemnifies SureStore, its employees, directors, and agents from any liability for any losses and/or damages suffered, in or about the storage unit, caused by inter alia fire, theft, water, rainstorms, tornado, explosion, riot, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry or any other cause whatsoever, nor shall SureStore, its employees or directors be held liable to the Tenant's guest, invitees, agents or contractors while in or about the storage unit and the Tenant's indemnity extends to any claims by such persons.

INSURANCE

The Tenant acknowledges that SureStore does not insure the contents of any storage unit and that it does not carry any independent insurance which covers any loss in any way whatsoever that the Tenant may have to suffer by renting or using a storage unit as SureStore. Tenants who do not have household insurance are strongly recommended to insure their goods whilst in storage at SureStore. The tenant declares that he has arranged appropriate insurance. SureStore will make every effort to protect and secure all property belonging to the tenant.

STORAGE UNIT FIT FOR PURPOSE

SureStore shall not be deemed to have warranted or represented to the Tenant that the storage unit rented by the Tenant is fit for the purpose the Tenant intended to utilize the storage unit. It is the responsibility of the Tenant to ensure that the storage unit and the locality of the storage unit on the facility are fit for the intended purposes of the Tenant.

In the event that this agreement pertains to a parking bay all references to storage unit are deemed to be references to the said parking bay. SureStore accepts no responsibility for the accuracy of the storage unit sizes as the presented sizes are approximates.

NATURE OF GOODS

The Tenant undertakes not to store on the premises, anything that may constitute a fire hazard, any explosives, unstable chemicals, any addictive substances, or any items which may have an offensive odour, anything that may be a nuisance to other customers or damage the storage facility in any way or enhance any of the risks against which the building is insured. The Tenant will ensure that when the goods are presented of storage they will be securely packed or bottled and in such condition not to cause any damage or injury to SureStore or any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances. SureStore reserves the right to call upon a Tenant to remove any items of this nature found to be on the premises. If for any reason, SureStore deems it necessary to inspect the unit, the Tenant consents to SureStore breaking the lock for purposes of inspection and taking whatever remedial action it may deem appropriate.

The Tenant hereby acknowledges that SureStore has no knowledge or record of the goods stored, its nature, condition or state of repair and does not inspect the goods upon arrival. The Tenant hereby declares that he does not store any personal, private or 'protected information' (i.e. 'protected information' is information that is prescribed by any South African regulation to be archived for a specific period that coincides with the period of storage at SureStore).

Should the Tenant store such private or protected information the client hereby indemnifies SureStore against any liability should the information be lost or destroyed, either through the Tenant or SureStore's actions or negligence or through an act of God or through any other risk being realised inclusive of but not limited to fire, water or theft. The Tenant also indemnifies SureStore, should the Tenant not pay his unit's rental and/or abandon the unit and SureStore auctions the content of the storage unit in terms of the paragraph: Overdue accounts and collections.

CONDITIONS OF USE

Tenants may use the storage unit for storage and warehouse purposes but agree not to use the units to manufacture, sell or conduct other business activities. The Tenant also agrees that it will not use the storage unit for living accommodation, a home or business address or for sending or receiving mail. The storage units may not be fitted with fittings and attachments that require nails, bolts, screws or adhesives in/on walls, floors or ceilings. Alterations are not permissible and the Tenant shall not have any claim for compensation for any improvement on the premises.

Tenants are not allowed to cut any locks on site for any reason whatsoever and are not allowed to sublet to any third party. The Tenant shall be liable for any damage to the storage unit and the facility directly caused by the Tenant, his agents or any person brought onto the site by the Tenant whether the damage caused was intentional or unintentional. SureStore may impose at any time any rule to prohibit or restrict activities, manage the driving or parking of vehicles, security or the utilisation of facilities.

RISK OF USING THE FACILITY

Tenants use the premises and the facilities, inclusive of but not limited to equipment, doors, gates, machinery, elevators, lifts, trolleys, staircases, roads and floor surfaces at their own risk and hereby declare that they have observed and familiarised themselves of all the potential risks in using the facilities. The Tenant declares that he made himself aware of all on-site signage and directives. Tenants hereby indemnify SureStore, its employees and directors against any claims which may result from the Tenant, his guests, invitees, agents or contractors, or any person brought onto the premises by the Tenant or brought onto the premises by the activities of the Tenant, using the premises and facilities and suffering bodily harm or death in any way.

ACCESS TO UNITS BY TENANTS

Tenants are required to complete rental contracts and make their initial arrangements for the storage of their property with SureStore staff during office hours only. If the Tenant is moving into their unit over a weekend, all admin of the Tenant and payments must be done by the Thursday before the weekend. Once 'booking in' procedures have been completed, access to rented units will thereafter be at any time of the day, any day of the week (24/7). SureStore have Site Assistants available every day, all day. SureStore staff reserve the right to make a directive as to who may gain access, without incurring any civil liability. The Tenant undertakes to accept the directives of the security staff on duty and/or any on-site directives provided by means of signage. Should Tenants require emergency access to office staff, outside business hours, a call out fee will be applicable. Tenants may provide their own locks or purchase these from SureStore. Keys will be retained by the customer at all times. Tenants must keep their own keys and under no circumstances may these keys be held on site by any of the SureStore employees on behalf Tenants. Should Tenants leave keys on site or with employees, it is done at their own risk and SureStore, its employees or directors will not be liable for any damage, loss or theft of the Tenant's goods, during or after the keys were left at SureStore or its employees. Under no circumstances will SureStore or its employees receive or dispatch goods or consignments on behalf or as agents of Tenants. Tenants shall be obligated to purchase a non-refundable access tag. It is the Tenant's responsibility to keep the access tag safe.

Conditions of Hire

ACCESS TO UNITS BY SURE STORE

Should SureStore deem it necessary to inspect the storage unit or carry out maintenance and alterations to it or any other storage units or part of the facility, the Tenants permits SureStore and its agents and contractors to enter the storage unit and if necessary break the lock to gain access, provided that SureStore gives the Tenant 7 days' notice. At any time without prior notice SureStore may gain access or break locks to the unit under the following conditions; a) If SureStore reasonably believes that the unit contains prohibited items as listed in the section "Nature of Goods" b) is required to do so by the Police, Fire Services, and Local Municipality or by a Court Order c) SureStore believes it necessary in an emergency or d) to prevent injury or damage to persons or property. In the event of fire or flood or similar incident or occurrence SureStore shall do everything possible to notify the Tenant as soon as possible. SureStore shall thereafter give the Tenant 7 days' notice to remove the goods. Should SureStore have an alternative unit available or similar size and the customer agrees to move to the alternative storage unit the rental agreement will still be in full force and only the unit number will be varied. If the Tenant does not move the goods by the specified date, SureStore and its agents and contractors may enter the storage unit and do so at the Tenant's own risk.

If the storage facility be destroyed or damaged that it can no longer be beneficially occupied by the Tenant, this agreement shall automatically terminate when that happens unless the parties agree otherwise in writing.

MOVING IN AND VACATING

Tenants may store for a few days or month-to-month. The period for storage must be clearly marked on the Tenants' contract. SureStore will endeavour to have units available on the date as agreed to enable Tenants to move in. Should the previous Tenant not vacate his unit on time, SureStore will endeavour to find other storage occupation at its other facilities or accommodate the Tenant as soon as possible but SureStore will not be liable for damages, consequential damages or other rights of action. Failure to vacate the unit pursuant to any notice being given will constitute a material breach of his agreement and all costs and damages of whatsoever nature incurred by SureStore as a result thereof, including where a future Tenant is not able to take occupancy of the unit will be for the Tenant's account. A minimum of 30 days written notice is required, unless the contract was signed for a fixed period. Tenants should vacate their storage unit(s) not later than 15h00 in the afternoon on the appropriate date and should ensure that the unit(s) is left clean and free of any waste material and free of any damage. If any waste material or other items are left in a vacated unit, the cost of removing such items will be at the Tenant's expense.

Tenants may not give away or donate unwanted or other goods to any SureStore employee under any circumstances whatsoever. Units may only be vacated during office hours unless prior arrangements have been made. Should the Tenant fail to vacate the storage unit or remove its locks on the last day of his notice period (i.e. the 30th day), the rental agreement shall automatically be renewed for 30 days. The Tenant hereby agrees that so pro-rated rental refunds less than 30 day's rental will be made.

MEDIATION

Any legal dispute between SureStore and a Tenant will not be resolved by means of litigation or arbitration, but will be submitted to mediation before attorneys George de Beer (BDP Attorneys) who shall determine the mediation process and which decision will be final. The fees and expenses of the mediation shall be **shared equally by SureStore and the Tenant**. In the event of an urgent application to secure the lien of SureStore, SureStore shall have the right to approach the Magistrate's Court which shall have jurisdiction in the matter.

CESSION & RELATED MATTERS

In the event of SureStore ceding, transferring or delegating its rights and/or obligations to a third party, references of SureStore shall then be construed as references to such third party.

VARYING TERMS

In the event of SureStore wishing to vary a term or condition of his agreement, inclusive of but not limited to pricing, SureStore shall give written notice of not less than 30 days. The changes to the agreement will be binding on the Tenant unless the Tenant, within 7 days of receipt of said notice, advises SureStore in writing that the variation is not acceptable. Such non-acceptance of the amendment/s will be deemed to be the giving of notice to vacate the unit.

PAYMENT OF RENTAL

The first period rental, inclusive of VAT is due on signature of his contract, thereafter rent is payable on the **first day of each month** – i.e. a calendar month basis. Initial and subsequent payments shall be made "in advance". Should the Tenant be moving in on any other day than the first of a calendar month, the first rental payment will include the pro-rata amount for the remaining days of the month plus the full monthly rental of the next calendar month. Payment by means of electronic transfer is recommended and preferred. No cash will be accepted on the premises. Payments should be clearly referenced with the applicable customer code. Tax invoices are sent to customers on a monthly basis. Receipts can be sent to the Tenant on request to the Operations Manager.

OVERDUE ACCOUNTS AND COLLECTIONS

The terms of his clause is in addition to and without prejudice to all or any rights or remedies in law. Interest on accounts, overdue for more than 30 days, will be charged at the prime rate of ABSA plus 2%. All costs to recover overdue amounts inclusive but not limited to legal costs (at attorney own clients scale) will be for the account of the Tenant. The Tenant consents that, until all outstanding amounts are paid, SureStore has a lien over all goods stored. All payments made to SureStore shall first be applied to all administrative charges and costs (such as Lock out and Auction fees) before the balance shall be applied to accrued or unpaid rental. The Tenant will pay SureStore's reasonable costs incurred in administering the debt collection and sale process described below. These costs will include (without limitation) auction costs, removal costs, cleaning costs, and charges for SureStore's own time. A partial payment of amounts in arrears will not stop fees or charges being incurred or official procedures being implemented. Should the Tenant fail to pay rentals due, he/she hereby consents the following:

- SureStore is relieved of its duty howsoever arising in respect of the goods and the goods are held solely at the Tenant's risk and SureStore shall be able to immediately exercise its lien.
- After ONE month: SureStore will take possession of the unit and contents by breaking the lock and replacing it with a SureStore lock to 'LOCK OUT' the Tenants from his/her unit. Tenants can only recover from lock-outs during office hours. A lock out fee will be payable. The lock out fee will be charged for every month that the Tenant is one month in arrears. SureStore reserves the right to amend the lock out fee from time to time. If the Tenant has paid to the satisfaction of SureStore, access will be restored. In such an event it will be the Tenant's responsibility to replace the lock at the time of payment to ensure security of the unit.
- After a period of THREE months: Granting SureStore the right to dispose of such goods in any way, as the Tenant will be deemed to have abandoned his/her goods, and to set off the proceeds there from against unpaid rental, damage and/or other expenses incurred by SureStore in terms of his authority. In default, after three months, the Tenants authorises SureStore to open the unit, inspect it and move the goods to another store or an auctioneer as part of the disposal procedure and to make the unit available for rental. The Tenant agrees to be liable for costs, damage or losses as a result of the removal. Before SureStore sells the Tenant's goods, SureStore will give the Tenant notice in writing of the amount in default and the intention to sell the goods.

Conditions of Hire

- SureStore does not agree to give the Tenant any further notice of any intended sale. The proceeds of the sale will first be used to cover any administrative costs such as lock-out fees and auction costs and then be allocated towards outstanding rental. If the proceeds are insufficient to discharge any or part of the costs of the sale incurred, the Tenant must pay the outstanding amount. If the goods cannot reasonably or economically be sold or they remain unsold despite SureStore's best efforts, the Tenant authorizes SureStore to treat them as abandoned by the Tenant and to destroy or otherwise dispose of them. In addition to the above, the Tenant agrees to pay a penalty of 30% of the outstanding rental. For the purpose of this process, the Tenant agrees to choose his 'domicile' at the rented storage unit. The Tenant agrees that written notice by e-mail to the e-mail address specified in par 4 above and updated from time to time by the Tenant will be deemed to be valid written notice for any notice in terms of his agreement.
- In the event of any of the clauses as referred to in this clause (overdue accounts and collections) are effected by SureStore, 1.) the Tenant hereby consents to the sale of its assets by SureStore for the repayment of any of the Tenant's debt and 2.) SureStore is hereby authorised by the Tenant to take whatsoever action as deemed necessary and to sign all requested documents to effect the aforementioned.
- The Tenant as lawful owner of the assets namely immovable property for purposes refer to as above, hereby transfer, make-over, sede and assign its right, title and interest in terms of the ownership to SureStore who will become the lawful owner of such assets in terms hereof and is entitled to sell, transfer, destroy or dispose of such assets as it deems fit.
- In the event of the assets as referred to above being registered or unregistered, movable property namely vehicles, trailers, motorbikes, quads, cycles, etc. the Tenant hereby consents and agrees that in the event of this clause being effected SureStore will become the lawful owner thereof. SureStore (Burgundy) (Pty) Ltd is hereby authorised to transfer the aforementioned moveable property to a proposed purchaser in terms hereof and to sign all required documentation . The Tenant hereby appoints SureStore (Burgundy) (Pty) Ltd to affect the above.
- Applicable law and Jurisdiction: Subject always to the provisions of any law requiring or permitting a party to have a dispute determined in any other manner or by any other dispute resolution body or authority, the Tenant consents to the jurisdiction of the Magistrates Court in which district the Premises is situated in relation to any legal proceedings arising from this Agreement or the cancellation thereof, notwithstanding that the subject matter or cause of action would otherwise be beyond the jurisdiction of the Magistrate's Court. The Landlord reserves the right to institute proceedings in the High Court, where permitted to do so in law. This Agreement shall be governed in accordance with the laws of the Republic of South Africa.

Sure Store reserves the right to cancel this contract, should the customer be in breach of any of its conditions.

TENANT FULL NAME & SURNAME

.....

SIGNATURE :

DATE:

SureStore SIGNATURE:

.....

SureStore (Burgundy) (Pty) Ltd

Reg no: 2006/025923/07

Vat no: 4460247085

Directors: Jacques du Toit, Etienne du Toit, Dick Coetzee