



## TERMS AND CONDITIONS OF LEASE (“THE TERMS”)

These standard terms and conditions (“the Terms”) and Annexure “A” and Annexure “B” attached hereto are attached to and made part of the Rental Agreement (collectively the “Agreement”) between

Tenant and Lock a Store (PTY) Ltd in connection with the rental of the Storage Unit from Lock a Store (PTY) Ltd as set forth in the Rental Schedule to which these Terms are attached.

1. Lock a Store (PTY) Ltd hereby lets to Tenant the Storage Unit (as set forth on the Rental Schedule attached hereto) located at the Store and Tenant hereby accepts the lease upon the terms and conditions as set out in the Rental Schedule as read with these Terms.
2. Lock a Store (PTY) Ltd shall not be deemed to have warranted or represented to Tenant that the Storage Unit is fit for the purpose for which it will be utilized by Tenant. All Storage Unit sizes are approximate and Lock a Store (PTY) Ltd accepts no responsibility for their accuracy. In agreeing to the Terms of this Agreement, Tenant accepts that it applies to the Storage Unit used by the Tenant and not any Storage Unit represented.
3. Subject to compliance with this Agreement, Tenant shall be afforded access to the Store during the hours as set out in the rental Schedule for the purposes of depositing, removing, substituting or inspecting the Goods. No access to the Storage Unit will be permitted for any other purposes or outside Access Hours. Lock a Store (PTY) Ltd will try to provide advance warning of changes in Access Hours by notices at the Store, but we reserve the right to change Access Hours to other reasonable access times at any time without giving any prior notice.

## DURATION

4. This Agreement will commence on the Commencement Date and expires on the last day of the month. Unless otherwise agreed, the Agreement shall automatically renew for further periods of 1 (one) month each thereafter, subject to the provisions of clauses 5 and 40.
5. Tenant agrees to provide 14 (fourteen) day written notice to Lock a Store (PTY) Ltd of his/her intention to vacate the Storage Unit 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. Lock a Store (PTY) Ltd agrees to provide 14 (fourteen) days written notice to Tenant of its intention to terminate the Agreement subject to the provisions of clause 40.

## DEPOSIT

6. Upon signature of this Agreement, Tenant shall be required to pay the Deposit set forth in the Rental Schedule to Lock a Store (PTY) Ltd, which Deposit shall not accrue interest, and shall be equal to 1 (one) month’s Rental, provided that tenant signs the debit order form attached hereto as Annexure “B” and that such debit order remains in effect for the duration of this Agreement. If Tenant does not provide credit card details as required in Annexure “B”, Tenant agrees to pay Deposit equal to 2 (two) months’ Rental, unless Lock a Store (PTY) Ltd expressly waive this requirement.

7. Should Tenant decide to cancel the debit order at any time prior to the termination of this Agreement, Lock a Store (PTY) Ltd shall be entitled to give Tenant written notice that it requires an immediate payment from Tenant to increase the Deposit to an amount equal to 2 (two) months’ Rental.
8. Lock a Store (PTY) Ltd shall be entitled to use all or any part of the Deposit to cover the cost of any repairs to the Storage Unit or Store for which Tenant is liable in term of this Agreement or in law, and for any other costs or damages occasioned by Tenant’s breach of any provision of this Agreement or which may arise in law.
9. Provided that there is no money due to Lock a Store (PTY) Ltd, the Deposit or balance thereof, as the case may be, shall be returned to Tenant by no later than 30 (thirty) days after the date of termination of the Agreement.
10. Should the Deposit not cover the cost of repairs or other costs incurred by Lock a Store (PTY) Ltd due to a breach by Tenant, Tenant will be liable for such costs as incurred by Lock a Store (PTY) Ltd.
11. It is specifically recorded that the Deposit may not be used by Tenant as payment for the last month’s Rental or for any other Rental or charge or other amount due to Lock a Store (PTY) Ltd in terms of this Agreement without the prior written consent of Lock a Store (PTY) Ltd.

## RENTAL

12. In consideration for the lease of the Storage Unit as set forth herein, Tenant shall pay Lock a Store (PTY) Ltd the Rental amount stipulated in the rental Schedule, it being acknowledged that Lock a Store (PTY) Ltd is not required to send out invoices or statement for monthly Rental charges.
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 authorization form signed by Tenant and attached hereto.
14. In the event that his Agreement commences on a day which is not the 1<sup>st</sup> day of a month, Tenant will be liable for a minimum of one month’s Rental upfront and the 2<sup>nd</sup> month’s Rental will be prorated to the last day of the next month.
15. Rental payments made after the 10<sup>th</sup> day of the month are subject to payment of a late fee (“the Late Fee”). Lock a Store (PTY) Ltd is not required to provide notice to Tenant that the Rental payment has not been received by Lock a Store (PTY) Ltd by the 10<sup>th</sup> day of the month.
16. All payments made to Lock a Store (PTY) Ltd 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.
17. Should Tenant fail to vacate the Storage Unit and remove its lock on the last day of the relevant month subject to the provisions of clause 5, then this Agreement shall automatically renew for further periods of 1 (one) month each thereafter. Any vacated Storage Unit must be jointly inspected and signed-off in writing by both Lock a Store (PTY) Ltd and Tenant. Any debit order in place shall continue until this process has been successfully completed.
18. Tenant hereby agrees that:
  - 18.1 there are no pro-rated Rental refund in the event

that it vacates the Storage Unit before the last day of the month.

18.2 if the Storage Unit is vacated at any time without the required notice in terms of clause 5 having been provided. Lock a Store (PTY) Ltd shall be entitled to retain Tenant's Deposit, and

18.3 if the Storage Unit is vacated on or after the 1<sup>st</sup> of the month, a full month's rent shall be due in respect of such month.

19. Lock a Store (PTY) Ltd reserves the right to increase the Rental from time to time by giving written notice of not less than 30 (thirty) days. If the Tenant does not accept the increase, Tenant shall be entitled to cancel the Agreement in accordance with clause 5 above.

20. Tenant shall not be entitled to withhold, delay or abate payment of any amounts due to Lock a Store (PTY) Ltd in term of this Agreement by reason of any breach or alleged breach of the obligation of Lock a Store (PTY) Ltd.

#### INSURANCE

21. Tenant hereby acknowledges that Lock a Store does not carry any independent insurance which in any way covers any loss whatsoever that Tenant may have or suffer by renting the Storage Unit or by using the Store (as set out in clause 4 of Annexure A) and hereby expressly releases and indemnifies Lock a Store (PTY) Ltd, as well as Lock a Store's employees, directors, and agents from any liability for any losses and/or damages to any of Tenant's Goods in or about the Storage Unit or Store caused by, inter alia, fire, theft, water, rainstorm, tornado, explosion, riot, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry, or any other cause whatsoever, nor shall Lock a Store (PTY) Ltd be liable to Tenant and/or Tenant's guests or invitees or agents while in or about the Storage Unit or the Store and Tenant's indemnity extends to any claims by such persons.

22. All Goods stored in the Storage Unit shall be so stored at Tenant's sole risk and Tenant hereby assumes sole responsibility for the safety of the Goods and any loss or damage to the Goods stored by Tenant in the Storage Unit at the Store.

#### DEBIT ORDER

23. By signing the debit order authorization attached hereto as Annexure "A", Tenant explicitly authorizes Lock a Store (PTY) Ltd to recover the following fees and costs via the debit order:

23.1 Rental, including any increased Rental amount pursuant to the Terms of this Agreement;

23.2 Late fees; and

23.3 Any bank charges or other administrative costs incurred by Lock a Store (PTY) Ltd due to the late payment by Tenant.

#### WARRANTIES

24. Tenant hereby warrants to and in favour of Lock a Store (PTY) Ltd that:

24.1 Tenant is the lawful owner of all Goods stored at the Store and, where applicable, the natural person (i.e. the Signatory, as defined in clause 50) signing on behalf of Tenant is duly control access to the Storage Unit;

24.2 Tenant shall not place or keep in the Storage Unit or Store food or perishable goods, unless approved by Lock a Store (PTY)Ltd, plants, birds,

fish, animals, or any other creatures; explosives, flammable liquids, chemicals, radioactive materials, biological agents, toxic waste, asbestos or other materials of a potentially dangerous nature; any item which emits any fumes, smells or odour; any illegal substances, illegal items or goods illegally obtained; or anything that may damage the Storage Unit or Store in any way or other goods prohibited by law;

24.3 Tenant agrees to abide by any rules promulgated by Lock a Store (PTY) Ltd governing the use of the Store from time to time and comply agents or contractors at the Store;

24.4 Tenant shall not permit or cause any damage to the Storage unit or Store; and

24.5 at the expiration or termination of this Agreement (as the case may be) Tenant shall:

24.5.1 remove its lock, vacate the Storage Unit and provide peaceable possession of the Storage Unit to Lock and Store;

24.5.2 vacate the Storage Unit not later than 12(twelve) midday on the applicable date and during office hours unless prior arrangements have been made with Lock a Store (PTY)Ltd; and

24.5.3 leave the Storage unit in a clean, empty and good condition and free of any waste material, ready to be re-rented,

And hereby indemnifies and holds Lock a Store (PTY) Ltd harmless from any liability or costs which may be incurred by Lock a Store (PTY) Ltd as a result of Tenant's breach of the above warranties and furthermore indemnifies Lock a Store (PTY) Ltd against any claim or cause of action arising out of Tenant's use of the Storage Unit or access to the Store.

#### FURTHER OBLIGATIONS OF TENANT AND TERMS OF USE

25. The Tenant shall be obliged to provide a thumb print in order to gain access to the Store. Entry will not be granted to the Store unless the Tenant appears personally to present a thumb print.

26. Tenant agrees that it shall be liable for any damage to the Storage Unit, and to any storage unit leased to other tenants, as a result of Tenant's or Tenant's agents', guests', invitees', or representatives' actions, and the costs of repair in respect thereof shall be billed to Tenant accordingly.

27. Tenant agrees that it shall be liable for any damage to the Store as a result of Tenant's or Tenant's agents', guests', invitees', or representatives' actions, and the costs of repair in respect thereof shall be billed to Tenant accordingly.

28. Tenant must immediately notify Lock a Store (PTY) Ltd in writing of any change in Tenant's contact details (including Tenant's email address) set out in the Rental Schedule.

29. Tenant agrees not to let, sublet, or assign the whole or any part of the Storage Unit without the prior written consent of Lock a Store (PTY) Ltd in each instance.

30. Tenant further agrees:

30.1 to leave the aisles, ramp way and service area of the Store clear, not to block other tenants' storage units and exercise courtesy to others and reasonable care for Tenant's own safety and that of others using these areas;

30.2	to meet delivery drivers promptly and to ensure that the front driveway or gate is not blocked under any circumstances;	in clause 24.2 or is being used in breach of clause 30.3, 30.5 and 30.6 or such entry is effected incidental to the exercise of our powers pursuant to clause 39;
30.3	not to use the Storage Unit as offices or living accommodation or as a home or business address and not use the address of the Store or the Storage Unit for receiving or sending mail;	34.2.2 wishes to ascertain whether the Storage unit contains any items described in cause 24.2;
30.4	not to leave any waste or refuse that is created by storing the Goods. Tenant agrees to be charged the reasonable costs of disposing of such waste or refuse if Tenant fails to comply with this undertaking;	34.2.3 is required to do so by the Police, Fire Services, Local Municipality or by a Court Order;
30.5	not to affix shelving or other articles to the walls, ceiling or doors of the Storage Unit;	34.2.4 believes it is necessary in an emergency for any purpose including that in clause 34.1;
30.6	not to use the Storage Unit to manufacture, sell or conduct other business activities or use the Storage unit or Store for any purpose other than for the purpose of storing the Goods as specified in the rental schedule whatsoever without Lock a Store (PTY) Ltd's prior written consent, which consent shall not be unreasonably withheld;	34.2.5 Obtains access in accordance with clauses 35 and 39; or
30.7	to inform Lock a Store (PTY) Ltd immediately in writing of any damage or defect to the Storage unit; and	34.2.6 is to prevent injury or damage to persons or property.
30.8	that Lock a Store (PTY) Ltd may, in its discretion, deny access to the Storage unit and/or the Store in case of emergencies.	35. This Agreement shall not confer on Tenant any right to exclusive possession of the Storage Unit:
31.	Because the nature and type of the Goods being stored by Tenant from time to time is entirely within Tenant's discretion (subject to clauses 24.2, 30.3, 30.5 and 30.6):	35.1 Lock a Store (PTY) Ltd may at any time by giving Tenant 7 (seven) days' written notice require Tenant to remove the Goods from the Storage Unit to another storage unit specified by Lock a Store (PTY) Ltd which shall not be smaller than the current storage unit:
31.1	tenants must ensure that the Storage Unit is suitable for the storage of the Goods that tenant stores or intends to store in it.	35.1.1 in the event of a fire or flood or similar incident or occurrence at the Store which in Lock a
Lock a Store (PTY) Ltd does not warrant or represent that any Storage unit allocated to Tenant is a suitable place or means of storage for any particular goods. Lock a Store (PTY) Ltd strongly advise a Tenant to inspect the Storage Unit before storing Goods in the Storage Unit and from time to time throughout the period of this Agreement;	Store (PTY) Ltd's opinion requires the Storage unit or any part of the Store to be closed or sealed off; or	
31.2	tenant 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 Store or to any other property, whether by spreading damp, festation, leakage or the escape of fumes or substances or otherwise howsoever; in addition, the Goods will not be perishable or include any animal or other living creature; and	35.1.2 if the Store or any part of the Store is closed for redevelopment.
32.	In the event that Tenant does not pay the Rental or other charges, the Goods are left in the Storage unit at tenant's sole risk. Lock a Store (PTY) Ltd excludes any liability in respect of the Goods when payment of Rental or charges is overdue and excludes any duty of care howsoever arising.	35.2 Lock a Store (PTY) Ltd agrees to pay Tenant's reasonable costs of removal which have been approved in writing by Lock a Store (PTY) Ltd in advance of the removal.
33.	Tenant must provide its own lock and keep the Storage Unit locked at all times, by using only one lock per unit door latch. Tenant must ensure the Storage Unit is locked so as to prevent unauthorized entry when Tenant is not using the Storage Unit. Lock a Store (PTY) Ltd reserves the right to remove any additional locks.	35.3 if Tenant does not arrange the removal of Goods to the alternative storage nit by the date specified in Lock a Store (PTY) Ltd's notice, Lock and Store and its agents and contractors may enter the Storage Unit and do so. In doing so, Lock a Store (PTY) Ltd and its agents and contractors will act as your agent and the removal will be at your risk (except for loss or damage caused willfully or negligently by Lock a Store (PTY) Ltd and our agents and contractors).
34.	Tenant permits Lock a Store (PTY) Ltd and its agents and contractors to enter the Storage Unit and if necessary to break the lock to gain entry if Lock a Store (PTY) Ltd:-	35.4 if the Goods are moved to an alternative storage unit, this Agreement will be varied by the substitution of the alternative storage unit but shall otherwise continue in full force and effect and Lock a Store (PTY) Ltd's 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 our use of the alternative storage unit.
34.1	provides Tenant not less that 7 (seven) days' notice to inspect the Storage Unit or carry out repairs, maintenance and alterations to it or any other storage unit or part of the Store;	36. In the event that Tenant chooses to make use of the Lock a Store (PTY) Ltd van transport service, Tenant herby agrees to abide by the terms of use applicable to such service (which will be provided to Tenant separately should it choose to make use thereof) and herby further acknowledges and agrees that:
34.2	at any time without notifying Tenant if Lock a Store (PTY) Ltd:-	36.1 such service is only available for a move-in and is not available for transporting the Goods
34.2.1	reasonable believes that the Storage Unit contains any items described	

when Tenant vacates the Storage Unit.

- 36.2 by using such service Tenant shall be deemed to indemnify and hold Lock a Store (PTY) Ltd, as well as Lock a Store (PTY) Ltd's employees, directors, and agents from any liability, harmless against any loss or damage Tenant may suffer as a result of using such service; and
- 36.3 Tenant shall make use of such service entirely at its own risk.

#### LIMITATION OF LIABILITY

37. Lock a Store (PTY) Ltd shall not be liable to Tenant or any third party, whether in contract, delict or otherwise, for any direct, indirect or consequential damages 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

38. If Tenant:
- 38.1 commits a material breach of this Agreement and fails to remedy such breach within the time period specified in terms of this Agreement or as may be specified by Lock a Store (PTY) Ltd by way of written notice to the Tenant, as the case may be; or
- 38.2 goes into provisional or final liquidation or has a petition presented for its winding up or liquidation; or
- 38.3 commits a material breach of this Agreement that is not remediable, then (and in any such case) Lock a Store (PTY) Ltd 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 Tenant for any loss or damage which may be occasioned, give written notice to Tenant to terminate this agreement;
- 38.4 is in arrears with Rental and/or any other amounts due and payable to Lock a Store (PTY) Ltd on or after the 7<sup>th</sup> day of the month in respect of which such Rentals or other amounts fall due, then Lock a Store (PTY) Ltd shall be entitled to deny Tenant access to the Storage unit by overlocking the Storage Unit until the amount in arrears has been paid in full.

#### PAYMENT

39. The Prompt Payment of each and every sum whether invoiced or not, owing by Tenant to Lock a Store (PTY) Ltd from time to time under their Agreement or any other agreement between Tenant and Lock a Store (PTY) Ltd ("Tenant's 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 agreement between Lock a Store (PTY) Ltd and Tenant, payment within five days of the sum being demanded in writing.
- 39.1 The terms of this clause 41 are additional to and without prejudice to all or any rights or remedies in law.
- 39.2 In the event of a default of the Prompt Payment of Tenant's Debt:
- 39.2.1 Lock a Store (PTY) Ltd is relieved of any duty howsoever arising in respect of the Goods; and

39.2.2 the Goods are held solely at Tenant's risk and Lock a Store (PTY) Ltd shall be able to immediately exercise the lien described below.

- 39.3 Tenant hereby acknowledges and agrees that in addition to the pledge provided for in clauses 42 to 44 below, Lock a Store (PTY) Ltd shall have a lien on all Goods stored within the Storage Unit to secure payment of all amounts due to Lock a Store (PTY) Ltd under this Agreement and that in terms thereof Tenant shall not be entitled to remove any Goods from the Storage Unit until payment of Tenant's Debt in full has been received by Lock a Store (PTY) Ltd in cash, electronic funds transfer or, if by cheque, until the cheque has been paid by Tenant's bank.

39.4 In default of the Prompt Payment of Tenant's Debt, Tenant authorizes Lock a Store (PTY) Ltd:-

39.4.1 to refuse Tenant and Tenant's agents access to the Goods, the Storage unit and the Store;

39.4.2 to access the Storage Unit and inspect and remove the Goods to another Storage Unit or Store and Tenant agrees to be liable for any damage, loss or expenses incurred as a result thereof, and

39.4.3 to hold onto and/or ultimately dispose of some or all of the Goods.

39.5 In the event that Tenant's Debt is not paid 30 days after the first day of the month or Tenant fails to collect the Goods after Lock a Store (PTY) Ltd has required Tenant to collect them or upon expiry or termination of this Agreement, Lock a Store (PTY) Ltd may, subject to clause 39.7, sell the Goods and pass all ownership to them and use incurred by Lock a Store (PTY) Ltd and secondly in paying Tenant's Debt and to hold any balance for Tenant. Interest will not accrue to Tenant on the balance.

39.6 If the proceeds of sale are insufficient to discharge all or any part of the costs of sale incurred by Lock a Store (PTY) Ltd and Tenant's Debt (including the costs described in clause 42), Tenant must pay any balance outstanding to Lock a Store (PTY) Ltd within 7 (seven) days of a written demand from Lock a Store (PTY) Ltd, which will set out the balance remaining due to Lock a Store (PTY) Ltd after the net proceeds of sale have been credited to Tenant. Interest will continue to accrue on Tenant's Debt until payment has been made.

39.7 Before Lock a Store (PTY) Ltd sells the Goods, Lock a Store (PTY) Ltd will give Tenant notice in writing of the amount of Tenant's Debt at the date of the notice and that in default of payment within 14 (fourteen) days of the date of the notice, Lock a Store (PTY) Ltd will sell the Goods in the manner set out in the said notice. Lock a Store (PTY) Ltd does not agree to give Tenant any further notice of any

39.8 Lock a Store (PTY) Ltd will sell the Goods by a method(s) reasonably available to achieve a selling price reasonably obtainable in the open market, taking into account the costs of sale.

39.9 If the Goods cannot reasonably and economically be sold (for any reason whatsoever) or they remain unsold despite Lock a Store (PTY) Ltd's efforts, Tenant authorises Lock a Store (PTY) Ltd to treat them as abandoned by Tenant and to destroy or otherwise dispose of them at tenant's cost.

39.10 Tenant will pay Lock a Store (PTY) Ltd's reasonable costs incurred in administering the debt collection and sale process described in this clause. These costs will include (without limitation) auction costs, removal costs, cleaning costs and charges for Lock and Store's own time.

39.11 If Tenant's Debt is paid to the satisfaction of Lock a Store

(PTY) Ltd prior to the Goods being sold, Lock a Store (PTY) Ltd shall restore Tenant's access to the stored Goods. In such an event it is

Tenant's responsibility to replace their lock at the time of payment to ensure the security of its Storage Unit.

40. In addition to the above remedies:
- 40.1 In the event Lock a Store (PTY) Ltd institutes any legal action against Tenant as a result of non-payment of Rental and/or any other amounts due to Lock a Store (PTY) Ltd in terms of this Agreement, Tenant agrees to pay the costs on the attorney and client scale;
- 40.2 Tenant agrees that in the event of any legal action being instituted against Tenant pursuant to clause 40.1 or as a result of a breach of this Agreement, Tenant shall pay all the costs incurred in respect thereof on an attorney on own client scale, including all collection fees and any tracing charges that may be incurred from time to time.
- 40.3 Should payment in respect of any amounts in arrears not have been received by Lock a Store (PTY) Ltd by the 15<sup>th</sup> of the month in question, Lock a Store (PTY) Ltd 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 Storage Unit attached to cover Lock a Store (PTY) Ltd's expenses and by amounts due to Lock a Store (PTY) Ltd under the terms of the Agreement.
41. A partial payment of amounts in arrears will not stop fees or charges being incurred or official procedures being implemented. Any agreement between Tenant and Lock a Store (PTY) Ltd to extend the payment dates or defer sale of Goods must be in writing and signed by both parties to be binding.

#### **PLEDGE**

42. As security for its obligations in terms of this Agreement, Tenant hereby pledges to Lock a Store (PTY) Ltd all goods stored by Tenant in the Storage Unit.
43. Tenant agrees that the act of storing goods in the Storage Unit will constitute delivery of the said goods to Lock a Store (PTY) Ltd thereby constituting the pledge.
44. Lock a Store (PTY) Ltd shall have the right of parate executie, as set out in clause 39.

#### **NOTICES AND DOMICILIA**

45. 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 domicilium, being: (i) in the case of Tenant at the Physical Address of Tenant, subject to clause 50 below, as set forth in the Rental Schedule; and (ii) in the case of Lock a Store (PTY) Ltd at 19 Bertha road, Mostyn Park. 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 courioring (in the absence of evidence or 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 provided that the sender shall have received printed confirmation
46. Further to the above, Tenant agrees that written notice provided by email to the email address specified by Tenant in the Rental Schedule, and updated by Tenant from time to time in accordance with clause 28, will be deemed to be valid written notice provided.

#### **GENERAL**

47. Any right granted herein to Lock a Store (PTY) Ltd may be exercised by Lock a Store (PTY) Ltd's rental agent or other representative or agent.
48. If this Agreement is signed for Tenant by a person ("the Signatory") acting as an agent on behalf of Tenant, then that Signatory in their personal capacity shall be liable for all the obligations imposed on Tenant in terms of this Agreement in the event Tenant fails to comply with its obligations in terms hereof.
49. All of the schedules and/or annexes hereto are incorporated herein and shall have the same force and effect as if they were set out in the body of this Agreement.
50. This Agreement shall extend to and be binding upon the parties hereto, their heir, executors, administrators and assigns.
51. No extension of time or indulgence granted by Lock a Store (PTY) Ltd to Tenant shall be deemed in any way to affect, prejudice or derogate from the rights of Lock a Store (PTY) Ltd 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.
52. 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 hereof unless such a variation shall be reduced to writing under the hands of the parties hereto.
53. If any provision of this Agreement is unenforceable then Lock a Store (PTY) Ltd in its sole and absolute discretion shall be entitled to elect at any time that any unenforceable provision be severed for the remaining provisions of this Agreement, which shall not be effected and shall remain in full force and effect.
54. For the avoidance of doubt, these terms, the Rental Schedule and Annexure "A" set forth the entire agreement between the parties relating to the subject matter hereof and cancel and supersede all or any prior agreements or negotiations between the parties hereto relating to the subject matter.
55. If the Store should be destroyed or so damaged that it no longer be beneficially occupied by Tenant, this Agreement shall automatically terminate when that happens unless the parties agree otherwise in writing.
56. In the event this Agreement pertains to the rental of a parking bay, all references to Storage Unit are deemed to be references to the said parking bay.
57. If Tenant transfers the contents of the Storage Unit to a different storage unit ("the new Unit") at the Store for whatever reason, these Terms, the Rental Schedule and Annexure "A" are deemed to apply to the new Unit, save that the Rental shall be the prevailing rental for the New Unit at the date of transfer.
58. 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.
59. 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.
60. 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 the person of Tenant shall have jurisdiction to entertain any action or proceeding that may arise out of this Agreement.

**Annexure “A”**

- 1. NAME OF TENANT : \_\_\_\_\_
- 2. IDENTITY NUMBER : \_\_\_\_\_
- 3. VEHICLA REG. : \_\_\_\_\_
- 4. PHYSICAL ADDRESS : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5. POSTAL ADDRESS : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 6. TELEPHONE NUMBER : \_\_\_\_\_
- 7. FAX NUMBER : \_\_\_\_\_
- 8. E-MAIL ADDRESS : \_\_\_\_\_
- 9. ALTERNATIVE CONTACT NAME : \_\_\_\_\_  
(NEAREST FRIEND OR RELATIVE:
- 10. ALTERNATIVE CONTACT NUMBER : \_\_\_\_\_
- 11. ALTERNATIVE CONTACT ADDRESS : \_\_\_\_\_

**PLEASE ATTACH PROOF OF I.D.**

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

\_\_\_\_\_