



STORE:
BOX:
PARKING:

**STORAGE RESERVATION FORM**  
**PLEASE PRINT CLEARLY**

SURNAME			
FIRST NAME			
PHYSICAL ADDRESS			
POSTAL ADDRESS			POST CODE
ID No		CELL No:	
TEL NO (W)		How did you hear about Collect A Store	
EMAIL ADDRESS		NEXT OF KIN NO:	

**Unit Requirements / DAILY RATES APPLICABLE FIRST MONTH ONLY**

UNIT SIZE	MONTHLY COST - EXCLUDING VAT -	DAILY RATE **	UNITS	FROM DATE	TO DATE (IF KNOWN)
Parking (12 m <sup>2</sup> )	R700.00 per month	NONE			
Parking (15m <sup>2</sup> )	R780.00 per month	FROM 19 <sup>th</sup> R424.24			
Parking (20m <sup>2</sup> )	R900.00 per month	FROM 19 <sup>th</sup> R562.50			
1m x 1m x 1m container	R480.00 per month	NONE			
2.5mx1.5mx2.1m container	R750.00 per month	R 56.25			
Approx 6sqm	R800.00 per month	R 73.85			
Approx 9sqm	R1200.00 per month	R 79.59			
Approx 9sqm on 1 <sup>st</sup> & 2 <sup>nd</sup> floor	R950.00 per month	R 64.63			
Approx 10sqm on upper level	R1100.00 per month	R 73.33			
Approx 12sqm upper level	R1600.00.00 per month	R 89.60			
Approx 15sqm upper level	R1900.00 per month	R 96.36			
Approx 18sqm upper level	R2000.00 per month	R 121.62			
Approx 20sqm	R2200.00 per month	R 146.19			
Approx 25sqm	R2400.00 per month	R 130.91			
Approx 35sqm on 2 <sup>nd</sup> floor	R3300.00 per month	R 188.57			

TROLLEYS AND LIFTS AVAILABLE.

**\*\* Only applicable to initial rental period (first month)**

**PAYMENT DETAILS**

**COLLECT A STORE CC**  
**FNB CHEQUE ACCOUNT**  
Account no: 62348634660    Branch code: 200912  
Swift Code: FIRZAJJ (FOR INTERNATIONAL PAYMENTS)

INVOICE WILL BE SENT FOR PAYMENT AS SOON AS THIS DOCUMENT IS RECEIVED. **PLEASE ATTACH FICA DOCUMENTS**

Reference: **Your name/account number/store number**

**PLEASE NOTE:**

- Rentals are paid in advance and are due on the first business day of each month, failing which access may be denied. A penalty of R200.00 will be charged for payments after 4<sup>th</sup> of the month. **All rates exclude VAT.** A R200 once-off contract fee is charged.
- Please ensure that your name appears on electronic payments.
- For long-term tenants, please arrange Stop orders through your bank. We do not have Debit order facilities.
- Business hours are 8:30am-4:30pm weekdays and open till 1pm on Saturdays. We are closed public holidays and Sundays. Should you require access outside of these hours please arrange by email ([quotes@collectastore.co.za](mailto:quotes@collectastore.co.za)) or WhatsApp (0660328881) - **during business hours** so that security can be notified.
- The above information forms part of the Storage Lease Agreement. I have familiarized myself with ALL the terms and conditions of the Storage Lease Agreement, which is attached to this document. **Please initial page 2 and 3 and sign in full on page 4.**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## STORAGE LEASE AGREEMENT

### TERMS AND CONDITIONS OF LEASE ("the Terms")

These standard terms and conditions ("the/these Terms") form part of the Storage Lease Agreement ("the Agreement") between the lessee and Collect a Store CC ("the lessor") in connection with the lease of the Storage Unit, located at the Storage Facility operated and managed by as set forth in the Agreement to which these Terms are attached.

1. The lessor hereby leases to the lessee the Storage Unit (as described in the Agreement) located at the Storage Facility and the lessee hereby accepts the lease upon the terms and conditions as set out in the Agreement.
2. The lessee agrees that the lessor has not warranted or represented to the lessee that the Storage Unit is fit for the purpose for which it will be utilized by the lessee. All Storage Unit sizes are approximate and the lessor accepts no responsibility for their accuracy. In agreeing to the Terms of this Agreement, the lessee accepts that it applies to the Storage Unit used by the lessee and not any Storage Unit represented or shown to the lessee before this Agreement was entered into.
3. Subject to the lessee meeting its/his/her obligations in terms of this Agreement, the lessee shall be allowed access to the Storage Unit during the hours as set out in the Agreement ("the Access Hours") for the purposes of delivering, removing, substituting or inspecting the Goods. No access to the Storage Unit will be permitted for any other purposes or outside Access Hours. The lessor will use its best endeavors to provide warning in advance of changes in Access Hours by notices at the Storage Facility but reserves the right to change Access Hours to other reasonable access times at any time without giving any prior notice.
4. **The lessee hereby consents that, and authorizes the lessor or it's agent to, at all times:-**
  - 4.1 **contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the lessee;**
  - 4.2 **furnish information concerning the behavior, 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 tenant's dealings with the lessor.**

**The lessee hereby give consent for your personal information to be provided to a third party to assist us with the following:**

- (a) **Obtaining credit checks, credit reports, and tracing.**
- (b) **Forwarding notices and/or letters demanding payment.**
- (c) **Reporting a default payment to the National Credit Bureau database for any outstanding accounts.**

5. The lessor's bank details for all payments are cited on page 1 above.

### 1. DEFINITIONS:

- 1.1 "the lessor" shall mean Collect a Store CC.
- 1.2 "the lessee" shall mean the party specified in the Storage Reservation Form.
- 1.3 "the rental" shall mean the monthly charge levied for the hiring of a unit and/or parking bay.
- 1.4 "month" shall mean one (1) calendar month.
- 1.5 "unit" shall mean a specific storage unit and/or parking bay allocated to the lessee.
- 1.6 "the lease" shall mean this Storage Lease Agreement together with the applicable information in the Storage Reservation Form.
- 1.7 "the initial period" shall mean the number of days leased (calculated on a daily basis) before the start of a new month.
- 1.8 "the premises" shall mean the premises where the unit is situated.
- 1.9 "the due date" shall mean the 3<sup>rd</sup> day of any calendar month.

### 2. DURATION

- 2.1 The lease shall be in force for the initial period and shall thereafter continue on a monthly basis until terminated by either of the parties as set out in clause 7 below. The lease shall be in force for a minimum period of one (1) month.
- 2.2 The lessee agrees to provide **23 (twenty- three) days** written notice to the lessor of his /her intention to vacate the Storage Unit and terminate the Agreement, provided that should such notice of termination expires prior to the end of a calendar month, the full month's Rental shall still be payable in respect of that month. **The lessor agrees to provide 23 (twenty- three) days written notice** to the lessee of its intention to terminate the Agreement subject to the provisions below.

### 3. RENTAL, ADMINISTRATIVE CHARGES AND INTEREST ON ARREARS

- 3.1 The rental is payable monthly in advance on or before the due date in the manner prescribed by the lessor from time to time.
- 3.2 The lessor shall not be required to provide the lessee with monthly invoices or statements, unless specifically requested in writing to do so.
- 3.3 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 (1) month notice thereof. It is hereby recorded that the rental normally increases at the beginning of each new calendar year.
- 3.4 The rental shall be payable without deduction or set-off.
- 3.5 Interest calculated at 5% per month shall be levied on all arrear rental calculated from the due date to the date of payment.
- 3.6 The lessee will be liable for the lessor's usual administrative charges being R200.00 per month as incurred in the collection of arrear rental.
- 3.7 All payments made pursuant to the lease shall, at the sole discretion of the lessor, be applied to administrative charges, arrear rental, interest or damages.

The lessee agrees and acknowledges that:

- 3.8 there are no pro-rated Rental refunds in the event that it vacates the Storage Unit before the last day of the month; and
- 3.9 if the Storage Unit is vacated at any time without the required notice having been provided, the lessor shall be entitled to retain the lessee's Admin Fee; and
- 3.10 if the Storage Unit is vacated on or after the 1st of the month, a full month's Rental shall be due in respect of that month.
- 3.11 the lessor reserves the right to increase the Rental from time to time by giving written notice of not less than 30 (thirty) days. If the lessee does not accept the increase, the lessee shall be entitled to cancel the Agreement in accordance with clause 7 above.
- 3.12 The lessee shall not be entitled to withhold, delay or abate payment of any amounts due to the lessor in terms of this Agreement by reason of any breach or alleged breach of the obligations of the lessor.

#### 4. UNIT ALLOCATION

- 4.1 The lessee will be allocated a unit upon payment of the initial rental.
- 4.2 The allocation of any unit falls within the lessor's sole discretion

#### 5. MAINTENANCE OF THE UNIT AND INSPECTION BY LESSEE

- 5.1 The lessee shall be responsible for the packing, storage and removal of his/her goods during the currency of the lease and upon termination thereof.
- 5.2 The lessee shall maintain the unit in good order and condition, fair wear and tear excepted.
- 5.3 The lessee shall inspect the inside of his/her unit at regular intervals and immediately report in writing to the lessor the existence of any damage (including possible water leaks) to the unit.
- 5.4 In the event of the possible existence of such damage the lessee will grant the lessor access to his/her unit forthwith to enable the lessor to take the necessary steps to repair, or prevent, the damage.
- 5.5 Should the lessee fail to inspect the unit and/or notify the lessor of any damage, the lessor will not be liable for any damages or injury suffered by the lessee as a result of such damage.

#### 6. CANCELLATION AND TERMINATION

- 6.1 Each party may cancel the lease by giving the other party **written notice of one (1) CALENDAR month.**
- 6.2 If no such notice has been given, the lease will be deemed to have been renewed for a further month.
- 6.3 Subject to clause 13 below, the lessee shall vacate the unit at the end of the lease and leave the unit in a clean and empty state.

#### 7. ACCESS AND SECURITY

- 7.1 The lessee shall be responsible for the internal security of the unit and shall keep the unit locked under his/her own lock and key which the lessee shall at all times personally safeguard.
- 7.2 The lessor shall secure entry to and exit from the premises by the provision of security measures at the lessor's sole discretion.
- 7.3 The lessee shall abide by the security procedures initiated by the lessor at the premises from time to time.
- 7.4 The lessor shall be entitled to allow any person who is in possession of the lessee's personal key, entry to the unit on the assumption that such person enters the unit with the lessee's proper authority.
- 7.5 In the event of the lessee requiring the assistance of the lessor to enter the unit, the lessee shall adhere to the lessor's internal policies and/or procedures as may be in force from time to time.

#### 8. INSURANCE, DANGEROUS AND ILLEGAL GOODS AND WARRANTIES

- 8.1 The lessee hereby warrants to and in favor of the lessor that:
  - 8.1.1 The lessee is the lawful owner of all Goods stored at the Storage Facility and, where applicable, the natural person signing on behalf of the lessee, is duly authorized by the lessee to store the Goods and control access to the Storage Unit;
  - 8.1.2 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, of a perishable, flammable or explosive nature, or any toxic waste, radioactive materials, plants or animals, prohibited or unlawfully obtained items, or items which may emit any fumes, smell or odors, any illegal substances, illegal items or goods illegally obtained; or anything that may damage the Storage Unit or Storage Facility in any way or other goods prohibited by law;
  - 8.1.3 The lessee agrees to abide by any rules set by the lessor governing the use of the Storage Facility from time to time and to comply with any reasonable instructions of lessor's employees, agents or contractors at the Storage Facility;
- 8.2 The lessee shall not permit or cause any damage to the Storage Unit or Storage Facility; and
- 8.3 at the expiration or termination of this Agreement (as the case may be), the lessee shall:
  - 8.3.1 remove its lock, vacate the Storage Unit and provide undisturbed possession of the Storage Unit to the lessor;
  - 8.3.2 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 the lessor; and
  - 8.3.3 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 the lessor harmless from any liability or costs which may be incurred by lessor as a result of the lessee's breach of the above warranties and furthermore indemnifies the lessor against any claim or cause of action arising out of the lessee's use of the Storage Unit or access to the Storage Facility.
- 8.4 The lessee hereby acknowledges that the lessor does not carry any independent insurance which in any way covers any loss whatsoever that the lessee may have or suffer by renting the Storage Unit or by using the Storage Facility and hereby expressly releases and indemnifies the lessor and their employees, directors, and agents from any liability for any losses and/or damages to any of the lessee's Goods in or about the Storage Unit or Storage Facility caused by, amongst other things, fire, theft, water, rainstorms, tornado, explosion, riot, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry, or any other cause whatsoever, nor shall the lessor be liable to the lessee and/or the lessee's guests or invitees or agents while in or about the Storage Unit or the Storage Facility and this indemnity extends to any claims by such persons.
- 8.5 The lessee shall be responsible for the insurance of any items stored in the rented unit. The Lessor does not accept any responsibility/liability for any damaged goods in the store whatsoever.
- 8.6 All Goods shall be stored at the lessee's sole risk and the lessee hereby assumes sole responsibility for the safety of the Goods and any loss or damage to the Goods stored by the lessee in the Storage Unit at the Storage Facility.

**9. LIMITATION OF THE LIABILITY OF THE LESSOR**

- 9.1 Additionally to clause 7.3 above, the lessee shall have no right, remedy or claim of any nature against the lessor for any loss, damage (whether general, special or consequential), expense or injury, which may be suffered by the lessee directly or indirectly, irrespective of whether such loss, damage, expense or injury shall have been caused through or as a result of the negligence (excluding recklessness) of the lessor or any of its employees, servants or agents, howsoever arising.
- 9.2 The lessee hereby indemnifies the lessor and holds it harmless against all and any claims arising from the above, including any claims which may arise from the lessee's agents, guests or invitees whilst on the premises.

**10. CESSION AND SUB-LEASE**

The lessee shall not sell, cede, transfer, pledge or otherwise alienate any of his/her rights in terms of the lease, nor shall the lessee sublet the unit, or any portion thereof.

**11. BREACH, NON- ACCESS TO UNIT, SALE OF GOODS AND LEGAL CHARGES**

- 11.1 Should the lessee fail to pay the rental on the due date or commit any other breach of the lease, or repudiate the lease, the lessor shall be entitled to cancel the lease without further notice to the lessee and enforce any right against the lessee the lessor may possess in law.
- 11.2 For as long as the lessee is in arrears of the payment of any rental, administration charges or interest, the lessee shall not be entitled to enter the premises, or access the unit, and may be prevented by the lessor from doing so
- 11.3 In the event of a breach and cancellation as aforesaid, the lessor shall be entitled, upon fourteen (14) days' notice to the lessee, to forcibly enter the unit, seize all goods found therein and to dispose of all such goods in settlement of arrear rental, interest, administration charges or damages, with the lessee to be credited with any surplus proceeds of the disposal of the goods. In this regard the lessee hereby pledges to the lessor all the goods stored in the unit as security for its obligations in terms of the lease, the storage of the goods in the unit(s) being regarded as delivery in terms of the pledge.
- 11.4 The lessor shall be entitled to sell the goods by any method reasonably available in the open market (including by way of inviting written tenders on the contents of the unit as a whole) taking into account, amongst other things, the associated costs and/or expenses, lack of storage space and risk of damage to or loss of the goods. In the event of the lessee disputing the reasonableness of the method of sale, or of the extent of the proceeds of the goods so obtained, the *onus* will be on the lessee to prove the contrary.
- 11.5 In the event of the lessor being unable to sell the goods at a reasonable and/or economical price, or it remains unsold despite the lessor's reasonable efforts, the lessee authorizes the lessor to destroy the goods, or dispose of it otherwise, at the lessee's expense.
- 11.6 In the event of any legal proceedings to be instituted by the lessor against the lessee arising from the lease, the lessee shall be liable for the lessor's legal costs, including collection charges, on the scale as between attorney and own client.

**12. NOTICES AND DOMICILIA**

- 12.1 All notices in terms of the lease shall be given in writing to the party due to receive such notice at its chosen *domicilium*, being: (i) in the case of the lessee at the Storage Unit number of the lessee; and in the case of the lessor \_\_\_\_\_.
- 12.2 Notices shall be delivered personally or by email transmission, if an e-mail address has been provided, or pre-paid registered post to the parties' respective chosen addresses as well as sms / whatsapp to the lessee's cellphone as provided on the Storage Reservation Form.
- 12.3 Any notice sent by way of pre-paid registered post shall be deemed to have been received within seven (7) days after dispatch thereof.
- 12.4 Further to the above, the lessee agrees that written notice provided by email to the email address specified by the lessee in the Agreement, and updated by the lessee from time to time, will be deemed to be valid written notice provided.

**13. CHOSEN ADDRESSES**

The parties hereby choose the under mentioned addresses as their respective chosen addresses for purposes of all correspondence, notices and legal process in terms of, or arising from, the lease, namely:  
 Lessor: 4 Henry Vos Close, ASLA PARK, Strand, 7140  
 Lessee: **The physical address as stipulated on the Storage Reservation Form**

**14. GENERAL**

- 14.1 This agreement forms the sole memorial of the lease and supersedes any prior agreement between the parties in respect of the unit(s) specified in the Storage Reservation Form.
- 14.2 No variation, amendment, or alteration of any term hereof shall be of any force or effect unless reduced to writing and signed by the lessor.
- 14.3 The lessor shall have the right to amend the terms and conditions hereof from time to time in order to cater for its operational requirements and any such amendment shall become binding on the parties upon notice to the lessee.
- 14.4 The parties confirm that no representation by any of the parties has been made, not recorded herein, which might have induced the other party into concluding the lease or agree to any term thereof.
- 14.5 The lessee/signatory on behalf of the lessee warrants the information of the lessee in the Storage Reservation Form as being true and correct.

**PLEDGE**

As security for its obligations in terms of this Agreement, the lessee hereby pledges to the landlord all goods stored by the lessee in the Storage Unit.  
 The lessee agrees that the act of storing goods in the Storage Unit will constitute delivery of the said goods to the lessor thereby constituting the Pledge.

I, THE UNDERSIGNED LESSEE/AUTHORISED SIGNATORY FOR THE LESSEE, HEREBY CONFIRM THAT I HAD SUFFICIENT OPPORTUNITY TO READ THE ABOVE TERMS AND CONDITIONS, FULLY UNDERSTAND IT AND AGREE TO IT.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

LESSEE \_\_\_\_\_ **PRINT NAME IF AUTHORISED SIGNATORY** WITNESS \_\_\_\_\_

SIGNED AT **STRAND** ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

LESSOR \_\_\_\_\_ WITNESS \_\_\_\_\_

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Shareholders: The Victor Van Zyl Family Trust, Jurgens Van Zyl Family Trust, Wessels Family Trust  
Reg no:2011/081044/23. Vat no: 4390259051. Address: 4 Henry Vos Close, Asla Park, Strand, 7140