Amrich 58 Properties (Pty) Ltd
t/a Kyalami Storages

Registration no. 2006/003519/07 – VAT no. 4840249850

33 River Close
Barbeque Downs Ext. 5
Kyalami
1684

P.O. Box 30003
Kyalami
1684

Tel: 010 023 2535 **E-mail:** info@adamint.co.za / storage@adamint.co.za **Cell:** 082 929 3549

APPLICATION and AGREEMENT FOR STORAGE TO RENT:

COMPANY	
COMPANY NAME:	
COMPANY REG NO:	
VAT NUMBER:	
CONTACT PERSON:	
TEL NO:	
E-MAIL:	
ADDRESS:	
PERSONAL DETAILS	
SURNAME:	
NAME:	
I.D./PASSPORT NO.:	
ADDRESS:	
TELNO:	
E-MAIL:	
NEXT OF KIN DETAILS	
SURNAME:	
NAME:	
TEL NO:	

Office Use: ***TENANT CODE:*** _____

Occupation Date (Date in):	**Unit no:**	**Deposit Amount**	**Rent Excluding VAT**	**VAT**	**Rent Including VAT**
		R	R	R	R
		R	R	R	R
		R	R	R	R
LOCKS:			R	R	R
TOTAL DUE:		**R**	**R**	**R**	**R**

THE FOLLOWING DOCUMENTS MUST ACCOMPANY THIS AGREEMENT:

IF IN COMPANY NAME:

- Company Registration documents
- Copy of I.D. of all the directors/members/partners
- Proof of residence for all the directors/members/partners
- Proof of banking details
- Signed annexure A – Deed of Suretyship

IF IN PRIVATE NAME:

- Copy of I.D./Passport
- Proof of residence
- Proof of banking details

MANDATORY DEBIT ORDER AUTHORITY:

Our debit orders run on the 28th of the month - if over weekend or public holiday the next working day.

APPLICANTS BANK ACCOUNT DETAILS:	
BANK:	
BRANCH:	
BRANCH CODE:	
TYPE OF ACCOUNT:	
ACCOUNT NUMBER:	
ACCOUNT NAME:	

NEW DEBIT ORDER DETAILS:

I/We, the undersigned,

_____

('the Debtor") hereby authorize the Owner ("the Creditor"), through its duly authorised representative ROTAFLEX INVESTMENTS (PTY) LTD AND Standard Bank, on the Creditor's behalf to debit my/our banking account, as per bank details supplied in applicants bank account details section of this form, from time to time and to credit the Creditor's account Standard Bank.

This authority is subject to a monthly limit of R_____ to be deducted on the **28th of day of each month.**

I/we hereby waive the right to reverse the debit, provided that the aggregate amount of monthly debit to my/our account does not exceed the monthly limited state above. I/We shall further not be entitled to a refund of amounts which AMRICH 58 PROPERTIES (PTY) LTD has withdrawn while this authority was in force, provided that such amounts were legally owing to the Owner.

I/We acknowledge that Standard Bank act merely as the Creditor's collecting banker and, accordingly, all disputes regarding the amount of the validity of any debit or any other issue in connection with any transaction will be a matter between the Creditor and me/us. Insofar as it may be necessary to do so, I/we hereby waive any and all clams which I/we may have against Standard Bank.

DEBIT ORDER TERMS & CONDITIONS:
- Where a debit order is being rejected or returned as **UNPAID by our bank, a fee of R287.50 (excluding VAT)** will be charged to your rental account. (Fee subject to change without prior notification).
- If a debit order is rejected twice, it will be cancelled automatically, and the storage unit locked.

E. AUTHORISED SIGNATORY FOR DEBIT ORDER:

1. …….. **1. ……..**
Full name in block letters **Signature**

TERMS & CONDITIONS:
The "Owner" referred to in these terms and conditions is ERF 4 Barbeque Downs ('Kyalami Storages')
The "Occupant" is the party/ies listed on the first page of this agreement.
The "Unit" is the Owner's storage facility referenced on the front page of this agreement by unit number.

USAGE:
The storage unit may be used for storage purposes only. It may not under any circumstances be used for storage of live animals, perishable goods, guns and ammunition, explosives, stolen items, illegal or any hazardous substances. Similarly, any items which may have an offending odour or which may constitute a nuisance to other occupants.

DEPOSIT:
In addition to the monthly rental the occupant shall on signing this agreement pay, AMRICH 58 PROPERTIES (PTY) LTD, a deposit **equal to one month's rental**. The deposit will be refunded within **15 working days after the last day of the notice period** when the occupier vacates the unit after having complied with the terms of this agreement. The deposit ***shall not*** constitute the last month's rental. The occupant will forfeit the deposit should they not occupy the reserved unit on the date stipulated as the "Date In" or within a reasonable period thereof.

Bank details for first month's rent and deposit:
Amrich Properties 58 (Pty) Ltd t/a Rotaflex Investments for Kyalami Storages
First National Bank (25 06 55)
Account number: Search public recipient: ***ROTAFLEX MANAGEMENT***
Reference: unit number **and** surname

ESCALATION:
The amount of monthly rent payable hereunder shall escalate at 10% on each year of the anniversary of the commencement date.

RISK & INSURANCE:
All goods stored in the units are at the sole risk of the occupant who will also retain the keys to the unit. The occupant acknowledges that the owner has adequate security. The occupant will insure the goods himself at his own cost. The occupant, his agent or servants, shall not have any claim whatsoever against the owner in respect of loss or injury they may have suffered as a result of any act or omission on

the part of the owner, its employees, other occupants or any other person.

It remains the occupant's responsibility to ensure they have an inventory list of the items being stored.

ENTRY:
To gain access a valid access security card must be presented to security and be available on the premises at all times. Access will be permitted during the following hours. Outside of these hours the entry gate is locked and access will only be permitted if prior arrangements have been made.

MONDAY TO SUNDAY: 6:00am – 18:00pm

DURATION:

a. The minimum contractual period is one calendar month.
b. The agreement will continue until terminated by one calendar month's written notice ***(i.e. from the 1st to the last day of the month)*** delivered at the owner's place of business. Delivery of the required notice will also be deemed to be delivered if transmitted by email or letter provided that the occupant is in possession of acknowledgement of such notice.
c. In the event of the owner wishing to vary a term of condition of this agreement he shall by written notice not less than 30 days advise the occupant accordingly. If the occupant is not prepared to accept the variation the agreement shall by written notice from the owner be terminated by giving one month notice.

CONFIDENTIAL INFORMATION
This agreement and its attachments contain confidential information. It may also be legally privileged. The information herein is intended only for the use of the addressee. If you are not the intended recipient, any disclosure, copying and/or distribution of the contents of this agreement, or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited.

MONTHLY TENANT STATEMENTS
Tenant statements are sent out on a monthly basis and are encrypted with the Tenant code.
The onus is on the tenant to ensure statements not received are requested, and that any change of contact information such as email address/es, contact numbers and addresses are communicated timeously to the Owner.

CHANGE OF BANK DETAILS – SPOOFING AND PHISHING ALERT
Due to the risk of email related and cyber fraud, we will **NEVER** notify you by email of any changes to our bank account details. You should not act on any email purportedly from us changing our bank details but kindly inform us of same immediately. Ensure that all email correspondence received from our offices is from an official Adam International email address. This can be verified telephonically with our offices on **010 023 2535 during working hours**.

The onus is on you to always confirm our bank account details telephonically with our offices on 010 023 2535 during working hours prior to making any payment in respect of our invoices or any other payments to be made to us for whatever reason.

Should you fail to do so, you indemnify Adam International and all its affiliates against any loss you may suffer as a result of your failure to do so.

BREACH:
IN THE EVENT OF THE OCCUPIER BEING IN BREACH OF THIS AGREEMENT, THE OWNER MAY IMMEDIATELY RESTRICT THE OCCUPIER ACCESS TO THE UNIT AND THEREAFTER GIVE 3 DAYS WRITTEN NOTICE TO THE OCCUPIER TO REMEDY THE SITUATION AND SHOULD THE OCCUPANT CONTINUE TO REMAIN IN BREACH, TAKE ANY OR ALL OF THE FOLLOWING ACTIONS:

- Cancel the Agreement;
- Take possession of the unit and contents by double locking the unit;
- Claim payment for damages over and above **a late payment penalty of R350 excluding VAT** per month until the breach is remedied;
- In the event of the occupant being in breach of a period of 2 months (in which case the occupant will be regarded as having abandoned the stored items) the owner may dispose of such contents of the unit without further notice to the occupant;
- The owner shall be entitled to make deductions from the deposit or proceeds of the sale of the goods for arrear rental cost incurred clearing the unit, repair any damage and cost emanating from this process of repossessing the unit, including penalties;
- **Accounts not paid by the 7th of each month, will have the tenants details automatically uploaded to TPN – a registered credit bureau the following working day, which may result in a negative credit rating/history.**

DISCLOSURE AND CONSENT IN TERMS OF THE NATIONAL CREDIT ACT 34 OF 2005, THE CONSUMER PROTECTION ACT 68 OF 2008 AND THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

1. REGULATORY COMPLIANCE

1.1. The occupant agrees that the information provided by it to the Owner or its letting or managing agents may be utilised by the Owner, or its letting and managing agents, to conduct a credit assessment in respect of the Occupant.

1.2. The Owner and its letting or managing agents has the Occupant's consent to request and to obtain from any third party, including any registered credit bureau, or any credit provider or lessor, information relevant to the conduct of a credit assessment in respect of the Occupant or to the tracing of the Occupant.

1.3. The Owner and its letting or managing agents has the Occupant's consent to furnish credit information concerning the Occupant, to any third Party, including any credit bureau, credit provider or lessor.

1.4. The Occupant acknowledges that the Owner and its letting or managing agents, as the case may be, may collect, use and process the Occupant's Personal Information for the purpose of:

1.4.1. the process of applying for and entering into this agreement;

1.4.2. performing their obligations in connection with this agreement;

1.4.3. pursuing their legitimate interests under this agreement, which will include the right to Process the Personal Information of the Occupant in the event of a sale or prospective sale of the Premises and / or the Immovable Property; and

1.4.4. the general administration of the relationship between Parties.

1.5. In addition to the aforegoing provisions of this clause, both Parties undertake to ensure compliance with all Data Protection Legislation when Processing Personal Information of the other Party.

NON-VARIATION / NON-WAIVER

No amendment, alteration, variation, deletion, addition, renewal, or extension of this agreement, including this clause, whether consensual or unilateral, or mutual termination of this agreement, shall be of any force or effect unless reduced to Writing and Signed by both Parties.

No indulgences by one Party to the other Party, or failure to strictly enforce the provisions of this agreement, is to be construed as a waiver or a basis for raising estoppel in any way.

SIGNATURE

This agreement shall be signed in writing.

This agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.

In the event that the Parties are unable to sign this agreement in terms of clause, then the Parties agree to this agreement being concluded by way of electronic signature.

DOMICILLIUM:

Domicillium citandi et executandi of the occupant will be at the address given on the first page and any notice in terms of this agreement addressed thereto will be deemed to have received by the occupant on the 4th working day after posting by prepaid registered mail. Alternatively, if delivered by hand or email, the date of delivery will be the date of receipt thereof.

Domicillium citandi et executandi of the owner shall be the place of business as follows:

Block A, First Floor,
53 Kyalami Boulevard
Kyalami Park
Kyalami
1684

SIGNED AT …… ON …… DAY OF …… 20……

PRINT NAME: ……..

SIGNATURE: ……
For and on behalf of Occupant

PRINT NAME: ……..

SIGNATURE: ……
For and on behalf of Owner

ANNEXURE A

DEED OF SURETYSHIP

I / We, the undersigned,

_____ I D # _____

_____ I D # _____

_____ I D # _____

do hereby bind ourselves jointly severally and in solidum as sureties and co-principal debtors to

AMRICH 58 PROPERTIES (PTY) LTD

(hereinafter styled the OWNER)

for the payment on demand of all sums of money which

COMPANY NAME

(hereinafter styled the OCCUPANT)

may now and from time-to-time hereafter owe or be indebted into the OWNER and the successors and assigns of the OWNER arising from or out of or in terms of the Agreement of Lease to which this Suretyship is annexed, or any renewal, amendment, breach or cancellation of such Lease. This surety is limited to one year in the first period and thereafter will not exceed four months rental for the balance of the lease agreement.

It is agreed and declared that all admissions and acknowledgements of indebtedness by the OCCUPANT shall be binding on us; that the OWNER shall be at liberty, without affecting the right of the OWNER hereunder, to release securities and to give time to or compound or make any other arrangements with the OCCUPANT or other person or persons, company or companies aforesaid without reference to or approval of us, and that in the event of liquidation, judicial managements, insolvency or compromise, no such liquidation, judicial management, insolvency or compromise and no dividend/s or payment/s which the OWNER may receive from the OCCUPANT or any other person or persons, company of companies, or from us, shall prejudice the rights of the OWNER to recover from us to the full extent of this Suretyship any sum which after the receipt of such dividend/s or payment/s may remain owing by the OCCUPANT including any damages suffered by the OWNER arising from the premature cancellation of the Lease by a provisional trustee or provisional liquidator in terms of Section 37 of the Insolvency Act (Number 24 of 1936) as amended from time to time or any substitute legislation therefor.

In the event of liquidation, judicial management or sequestration of the OCCUPANT we bind ourselves not to file any claim against the OCCUPANT in competition with the OWNER.

Further, in the event of the compromise or composition by the OCCUPANT, whether in terms of the company law or insolvency law, or under common law, we undertake not to file any claim against the OCCUPANT in competition with the OWNER.

AND we hereby renounce the benefit of the legal exceptions *ordinis seu escussionis et divisionis, non causa debiti* and revision of accounts with the force and effect of which we acknowledge ourselves to be fully acquainted and we agree and declare that this suretyship is to be in addition and without prejudice to any other suretyship/s and security/ties now or

hereafter to be held by the OWNER and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account.

AND we hereby agree that notwithstanding any part payment by us or on our behalf, we shall have no right to any cession or action in respect of such part payment and shall not be entitled to take any action against the OCCUPANT or against any other surety for the OCCUPANT in respect thereof unless and until indebtedness of the OCCUPANT to the OWNER shall have been discharged in full.

FOR the purpose of any action against us hereunder for provisional sentence or otherwise, a certificate by the Auditor/s of the OWNER as to the amount owing by the OCCUPANT and to effect that the due date of payment of such amount has arrived shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.

AND we choose *domicilium citandi et executandi* for all purposes herein at and all notices required to be given to us in terms hereof shall be considered duly given if posted to us to the said address.

THIS Suretyship by us shall remain in full force and effect for as long as the OCCUPANT is indebted to or under any obligation or commitment to the OWNER and we shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations of the OCCUPANT to the OWNER shall have been fully discharged, and then only upon the expiry of fourteen days' notice in writing be given by us to the OWNER.

Signed at _____ on the _____ day of _____ 20……

_____	_____
NAME & SURNAME:	**SIGNATURE:**
_____	_____
NAME & SURNAME:	**SIGNATURE:**
_____	_____
NAME & SURNAME:	**SIGNATURE:**

WITNESSES 1:	**WITNESSES 2:**
1 _____	**2** _____
NAME & SURNAME	**NAME & SURNAME**
1 _____	**2** _____
SIGNATURE	**SIGNATURE**