



A Division of Power Profile Properties (Pty)Ltd  
 Company Registration Number: 1996/008596/07  
 VAT No. 4820161521

**Physical Address:** c/o North Reef road and Sam  
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**Postal Address:** PO Box 2513, Bedfordview, 2008

**e-mail:** [info@shellspace.co.za](mailto:info@shellspace.co.za)  
**Tel:** 087 077 0992

**Office hours: 08h00- 16h30 (Monday-Thursday) 08 -12:00 (Friday)**

Storage Facility hours: 08h00-18h00 (Monday-Sunday)

**Contract Number:** \_\_\_\_\_

**RENTAL AGREEMENT between:**

Shell Space (Hereinafter referred to as the LESSOR)  
 And

UNIT DESCRIPTION	SIZE		NUMBER		RENT PER MONTH	R
DESCRIPTION OF GOODS TO BE STORED						
PERIOD REQUIRED	FROM				TO	
PAYMENT METHOD	EFT		CASH		CREDIT CARD	DEBIT ORDER

**\*\*CUSTOMER DETAILS:** (Hereinafter referred to as the **TENANT**)

CUSTOMER/COMPANY NAME:
ID NO/REG NO (Supply Copy of ID of signatory):
POSTAL ADDRESS:
PHYSICAL ADDRESS (provide POR):

**\*\*CONTACT DETAILS:**

TEL HOME:	WORK:
CELL:	
EMAIL:	

**Director: C Vos**

**\*\*ALTERNATIVE CONTACT PERSONS:**

NAME:	TEL:
	CELL:
NAME:	TEL:
	CELL:

THE **TENANT** CONFIRMS BY HIS/HER SIGNATURE HERE BELOW THAT HE/SHE HAS READ, UNDERSTOOD AND AGREES TO ALL THE TERMS AND CONDITIONS SET FORTH IN THE RENTAL AGREEMENT AND HEREBY AGREES TO COMPLY HEREWITH:

<p>TENANT:</p> <p>NAME OF SIGNATORY WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED THERETO</p> <p>SIGNATURE TENANT</p> <p>DATE:</p>	<p>Shell Space:</p> <p>NAME OF SIGNATORY WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED THERETO</p> <p>SIGNATURE SHELL SPACE</p> <p>DATE:</p>
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**TERMS AND CONDITIONS OF STORAGE LEASE AGREEMENT**

**A. STORAGE:**

The premises leased by Shell Space (hereinafter referred to as the **Lessor**) to the Tenant shall comprise of the unit leased per the details set out in the above agreement. Shell Space hereby lets to the Tenant who hereby hires the unit from Shell Space subject to the terms and conditions set out in this agreement. No other goods or services are provided or responsibilities taken by Shell Space. The Tenant is deemed to:

1. have full knowledge of the goods in the unit;
  2. warrants that he/she/it, is the sole owner of the goods to be stored in the unit, from time to time, alternatively is entitled to be in possession thereof;
  3. acknowledge that all goods will be subject to the provisions of the agreement.
- Shell Space(which term includes its directors, employees and agents), does not and will not be deemed to have knowledge of the goods; is not a bailee nor a warehouseman of the goods and the Tenant acknowledges that Shell Space does not take possession of the goods.

**B. RENTAL:**

1. Upon signing the agreement and prior to occupation of the storage unit, the Tenant must pay to the Lessor all initial amounts due:
  - One Moths rental as deposit
  - The first month's rental
  - Admin Fee of R250.00: Once off cost which includes your access card. (Replacement cost for Access Card = R100.00)

**The monthly rental is payable strictly on or before the 1<sup>st</sup> day of every month [in respect of the ensuing month].**
2. The Tenant **must** complete the bank form. On the form it must be indicated what payment process the Tenant will be making use of.
3. If the Tenant opts to make use of the debit order facility, **it is the Tenant's responsibility to see that there are sufficient funds in the bank account for the payment of the debit order, throughout the period of storage.**
4. The Tenant shall pay to the Lessor an amount of R150.00 for each debit order returned "unpaid" by the bank as a contribution towards the Lessor's and the bank's administration costs incurred in recovering such overdue payments. This amount excludes rent in arrears as a result of the Tenant's default.
5. A copy of this agreement together with the Tenant's own proof of payment, will for the purpose of this agreement, be deemed to be a proper **tax invoice** and the Lessor will be under no obligation to issue any further tax invoices.
6. Any legal and debt collection costs incurred by the Lessor in collecting overdue payments will be for the account of the Tenant.
7. In the event of VAT or any other form of taxation imposed by statute or law, or any regional, local or competent authority being or becoming payable by the Lessor on the rental, then this tax shall be passed on the Tenant.
8. **Rental payments received after the 7<sup>th</sup> day of the month are subject to payment of a late fee ("the late fee = 30% of outstanding amount").** The Lessor is not required to provide notice to the Tenant that the rental payment has not been received by the Lessor by the 7<sup>th</sup> day of the month.
9. In the event the Lessor institutes any legal action against the Tenant as a result of non-payment of rental and/or any other amounts due to the Lessor in terms of this agreement, the Tenant agrees to pay a penalty of 30% (thirty) of the outstanding amount.
10. 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 Tenant does not accept the increase, the Tenant shall be entitled to cancel the agreement, giving **one months' written notice.**

**C. DEPOSIT:**

1. Upon signature of this agreement, the Tenant shall be required to pay the deposit set out in the rental schedule to the Lessor, which deposit shall not accrue interest and shall be equal to 1 (one) months' rental.
2. The Lessor shall be entitled to use all or any part of the deposit to cover any rental which has not been paid or any unpaid charges due in terms of the agreement as well as the cost of any repairs to the storage unit for which you are liable in terms of this agreement or in law and for any other costs or damages arising from your breach of any provision of this agreement.
3. The deposit or balance thereof as the case may be, shall be returned to the Tenant 30 [thirty] days after the date of termination of the agreement and vacated notice date.
4. Should the deposit not cover the cost of repairs or other costs incurred by the Lessor due to a breach by the Tenant, the Tenant will be liable for such costs as incurred by the Lessor.
5. It is specifically recorded that the deposit may not be used by the Tenant as payment for the last months' rental or for any other rental/charge or other amount due to the Lessor in terms of this agreement without the prior written consent to the Lessor.

**D. FAILURE TO PAY:**

The Tenant acknowledges that:

1. All time limits imposed on the tenant by the agreement must be complied with strictly;
2. **All goods in the unit are subject to a general lien for all rentals and any other amounts** owing to the Lessor by the Tenant in the event of the **rental not being paid in full within 7 (seven) days after written notice** requiring it be remedied.
3. **The Lessor may enter the unit using such force as is necessary and which shall include the cutting of any padlocks in the presence of a witness, and take possession of such goods [including the right to remove same] in the Lessor's sole discretion and do any one or more of the following:**
  - i. Without further notice or demand, to cancel this agreement [on notice to the tenant to that effect] and without derogating from the rights of the Lessor to claim any arrear rentals and/or other amounts payable to the Lessor and to claim and recover from the Tenant such damages as may be suffered in consequence of such breach and/or cancellation.
  - ii. Sell the goods by private arrangement or public auction to defray any unpaid rentals or costs associated with collection of fees and/or costs associated with disposal of the goods; and/or dispose of the goods in any other reasonable manner as the Lessor sees fit.
  - iii. Whenever it is necessary in terms of this agreement to determine the market value of the goods, such value shall be at the expense of the tenant be determined by an appraiser appointed by the Lessor, whose valuation shall be final and binding on the Tenant.
  - iv. The Lessor shall be entitled to deny or restrict access by the Tenant [or any person purporting to represent the Tenant] to the unit.
  - v. If any money is recovered from the sale or disposal of goods, that money shall be applied as follows:
    - v.1 to pay the costs of and associated with the sale or disposal of the goods (including the cost incurred with respect to any valuation, legal costs, collection fees and as may in any other manner have been incurred by the Lessor by exercising its rights and/or enforcing its remedies in terms of this agreement or at law);
    - v.2 all rental, interest and other fees owed to the Lessor in connection with re-entering the unit, storing and selling or disposing of the goods.

**E. DEBIT ORDER INSTRUCTION**

The individual payment instructions so authorised to be issued and delivered as follows:-

On the \_\_\_\_\_ day ("payment day") of each and every month commencing on \_\_\_\_\_. In the event that the payment day falls on a Saturday/ Sunday or recognised South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instructions for payment as soon as sufficient funds are available in my account.

I/we understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks and also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you, should enable you to identify the agreement. A payment reference is added to this form before the issuing of any payment instruction. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**MANDATE:**

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned bank as if the instruction had been issued by me/us personally.

**CANCELLATION:**

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have been withdrawn while this authority was in force, if such amounts were legally owing to you.

**ASSIGNMENT:**

I/We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to a third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

**F. ACCESS AND CONDITIONS OF USE OF THE UNIT:**

The tenant:

1. Shall be afforded access to the unit only during the following hours: - Monday to Sunday between 08h00 and 18h00. Note that outside normal business hours special arrangements must be made;
2. Is solely responsible to lock the door of the unit at all times through-out the lease period. The Tenant shall provide his own padlock(s) and will remove the padlock(s) on or before date of termination of this agreement in order to ensure that the Lessor has free access to the unit;
3. Must not store any **goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or food items or that are a risk to the property or any person;**
4. Will use the unit solely for the purpose of storage and must not carry on any business or other activity in the unit;
5. Must maintain the unit by ensuring it is clean and interior is in a state of good repair;
6. Ensure the goods are dry, clean and free from vermin and/or any other form of contamination,
7. Must not physically alter or damage the unit in any way (including the use of screws or nails) without the Lessor's consent. In the event of damage to the unit, the Lessor is entitled to claim from the Tenant the value of the repairs required;
8. Shall not be entitled to assign or sub-let the unit to any other person, must notify the Lessor **in writing of the change of address of the Tenants or the alternate contact person.** Any changes to the Tenants access list must be in writing and signed by the tenant. The Lessor may **refuse access to the unit by the tenant** where any money owed by the Tenant to the Lessor are overdue, whether or not a formal demand for payment has been made. The Lessor reserves the right to relocate the unit to another unit for the proper management of the premises on 30 days written notice to the Tenant to that effect, the Tenant to ensure his/her cooperation for such relocation purposes. In the event of such relocation the reference to a unit number in the schedule on the 1<sup>st</sup> page shall be deemed amended accordingly.

**G. RISK AND RESPONSIBILITY:**

1. No oral statements made by the Lessor or its employees for part of the agreement or no failure or delay by the Lessor to exercise its rights under this agreement will operate to reduce those rights.
2. The goods are stored at the sole risk and responsibility of the Tenant who is responsible for any and all theft, damage to, deterioration of the goods and bears the risk of all damage caused by flood, fire, water, spillage of material from any other space, removal or delivery of the goods, pest or vermin or any other reason whatsoever including any acts or omissions of the Lessor or persons under its control. **Tenant should take out own insurance cover.**
3. Unless specifically covered by insurance the Tenant must not store items which are irreplaceable, such as currency, gold coins, platinum coins and any other valuable coins, jewellery, furs, deeds, id documents, passports, drivers licence or any other statutory documents, fire arms, paintings, curios, works of art and items of personal sentimental value.

**H. COMPLIANCE WITH LAWS:**

1. The Tenant acknowledges and agrees to comply with all relevant laws, applicable to the use of the unit. This includes laws relating to the material which is stored and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the tenant, and includes all costs resulting from such breach.
2. If the Lessor believes at any time, in its discretion, that the Tenant is not complying with any relevant law relating to the goods stored in the unit and/or affecting the Tenant's ability to discharge its obligations under this agreement, the Lessor may take any action the Lessor believes to be necessary to so comply, including inspection of the unit and termination of the agreement. The Lessor also immediately disposes of or removes the goods at the Tenant's expense, and submit the goods to the relevant authorities.

**I. INSPECTION AND ENTRY BY THE LESSOR:**

1. The Tenant consents to inspection and entry of the unit by the Lessor on 5 (five) days written notice.
2. In the event of an emergency, that is, where the Lessor believes that laws are being broken, or where property, the environment or human life is in the opinion of the Lessor threatened, the Lessor may enter the unit using all necessary force without the written consent of the Tenant. The Lessor will notify the Tenant as soon as practicable. The Tenant irrevocably consents to such entry.
3. By signing this storage lease agreement, the Tenant acknowledges having been advised by the Lessor of the salient provisions of the customs and excise act no. 91 of 1964 and the counterfeit goods act no. 37 of 1997 pertaining to the search of the unit and the detention and seizure of the contents therein, acknowledges that the Lessor is lawfully obliged under the said legislation, as well as other prevailing laws to provide the relevant officials and authorities with all such information and documentation the Lessor may have relating to the tenant, including the identity, known whereabouts and contact details of the tenant as well as a copy of this storage lease agreement;
4. Grant to the relevant officials and authorities access to the unit for the purpose of opening and entering the same, inspecting and/or detaining and/or seizing the contents thereof and consents to the Lessor providing the relevant officials and authorities under the said legislation or any other prevailing laws with the said information and documentation.
5. Holds the Lessor harmless against and waives and any claims of whatsoever nature that it may have for all and any loss or damage of whatsoever nature which the Tenant may suffer as a result of the Lessor granting the relevant officials and authorities under the said legislation or any other prevailing laws to the unit or providing them with the said information and documentation.
6. The Tenant acknowledges that the Lessor shall not be under any obligation to supervise the opening and entering of the unit nor the inspection and/or detention and/or seizure of the contents thereof by the relevant officials and authorities nor to account to the Tenant for the same.

**J. TERMINATION:**

1. **Either party may terminate this agreement by giving the other party 1 (one) calendar months' written notice**, or, in the event of the Lessor not being able to contact the tenant, the alternate contact person identified in this agreement.
2. In the event of illegal or environmentally harmful activities on the part of the tenant, the Lessor may terminate the agreement immediately on written notice to the tenant to that effect.
3. Upon termination the tenant must remove all goods in the unit and leave the unit in a clean condition and in a good state of repair to the satisfaction of the Lessor on the date specified. The Tenant must pay any outstanding monies and any expenses on default or other monies owed to the Lessor up to the date of termination. Any calculation of the outstanding rental will be by the Lessor and such calculation will be final. If the Lessor enters the unit under clause H and there are no goods stored there, the Lessor may terminate the agreement immediately.

**K. NOTICE:**

1. Notice form as provided with rental agreement, to be completed by the Lessor in terms of this agreement shall be sent via email [written] or delivered personally to the details chosen by the party concerned, in the event of the Lessor not being able to contact the tenant, notice is deemed to have been given to the tenant if the Lessor gives or makes reasonable attempts to the contact details in the front of this agreement,.
2. For the purpose of this agreement, including the giving of **1 (one) calendar months' written notice** and the serving of legal processes, the parties respectively choose domicillium citandi et executandi for all purposes as follows: the Lessor – the Tenant: as per tenant details provided on front page.

**L. INTERPRETATION:**

1. Wherever appropriate in this agreement – words signifying singular shall include the plural and vice versa – words signifying one gender, shall include the other – words signifying a natural person shall include persons of sex as well as firms, associations, companies, partnerships and corporate bodies. The titles and heading in this agreement are for purposes of references and convenience and must not be considered for purposes of interpretation.

**M. AMENDMENT:**

1. No amendment, deletion, addition to or suspension of any provision of this agreement or any waiver of any provision shall be of any force or effect unless in writing signed by the Lessor and the Tenant.

**TENANT DECLARATION:**

I, THE UNDERSIGNED HEREBY DECLARE AND WARRANT THAT I AM THE LAWFUL OWNER OF ALL GOODS WHICH SHALL BE STORED IN THE UNIT AT ANY TIME, AND FROM TIME TO TIME-

1. THAT I HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THIS LEASE AGREEMENT WHICH PAGES I HAVE INITIALED.
2. THAT I AM THE TENANT AND AM DULY AUTHORIZED GENERALLY TO REPRESENT AND TO ACT FOR AND BIND THE TENANT.
3. THAT I AM A DIRECTOR/MEMBER/PARTNER/SOLE PROPRIETOR OF THE TENANT.
4. THAT THE INFORMATION IN THIS AGREEMENT IS TRUE, CORRECT AND UP TO DATE. THAT IF, AFTER THE TERMINATION OF THIS STORAGE LEASE AGREEMENT, THE TENANT FAILS TO PAY ANY OUTSTANDING AMOUNTS THEN OWED TO SHELL SPACE, AND SHELL SPACE REMOVE THE CONTENTS FROM THE UNIT, IT SHALL BE IRREFUTABLY DEEMED THAT THE CONTENTS HAVE BEEN ABANDONED BY THE TENANT, AND IN THE CASE WHERE THE TENANT IS NOT THE OWNER THEREOF, BY THE OWNER THEREOF, AND THAT SHELL SPACE MAY DISPOSE OF THE CONTENTS AS PROVIDED IN THIS AGREEMENT.

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

\_\_\_\_\_ 20\_\_\_\_.

NAME OF TENANT

SIGNATURE OF TENANT

**IMPORTANT INFORMATION ON SHELL SPACE LEASE AGREEMENT:**

1. Minimal of 1 (one) full calendar months' rental is required, this is payable upfront together with one month's deposit.
2. The tenant has to complete all forms including the bank form. The banking details of the Tenant must be completed – this is for purposes of instructing the Lessor to initiate a debit order on behalf of the Tenant (should he/she wish to make use of the debit order facility) and giving the relevant banking details for refunding of the deposit after termination of this contract. Monthly payments can be made via debit order, visa/master card, electronic funds transfer [eft] or cash. The initial payment can be done as per any of the above methods.
3. Even if the Tenant does not receive an invoice every month, he/she/it must pay monthly rental totals to avoid any lockouts and/or the contract being terminated. The rental account of the Tenant needs to be up to date every month to ensure access to his/her/it's unit.
4. One full months' written notice is required (i.e. the 1<sup>st</sup> day of the month in which the Tenant plans on vacating). The unit must be vacated on or before the last day of the month for which rent has been paid.
5. Tenants lock must be removed upon termination of occupancy and the storage attendant must be notified on completion. Failure to remove lock will result in you being charged the next months' rental and late fees.
6. The Lessor does not prorate when the Tenant vacates a unit before the month end.
7. The Tenant is to keep the Lessor updated of any address changes and/or phone number/email address changes. Until the Lessor is notified in writing with the signature of the Tenant, the only valid details present is on the lease.
8. The Lessor will not send monthly invoices. It is the responsibility of the Tenant to ensure that his/her account is paid up to date and that there are sufficient funds to cover the debit order transaction.
9. Rental is due on the 1<sup>st</sup> of each month. An R150.00 penalty is charged for any overdue payments and the tenants unit will be locked until payment is received in full. If rental is not paid for more than a month, 7 days' notice will be issued whereby goods will be appraised and auctioned/disposed of for outstanding rentals.
10. A partial payment will not allow access to the Tenant's unit or stop official procedures.
11. The Tenant is to please state his/her tenant account number as reference when making bank transfers. Without this reference the Lessor cannot trace who the payment is from.
12. All goods need to be insured by the Tenant. The Lessor is not liable for any loss or damage to your goods.
13. Office hours are strictly 08h00 – 16h30, Monday to Thursday and 08h00 to 12h00 on Fridays. Storage access hours are 08h00 – 18h00, Monday to Sunday. After-hours access to units is only by prior arrangement. Keys are kept off the premises.
14. Neither the staff of the Lessor nor security is allowed to keep the keys. The Tenant is not to ask them to do so.

NB. PLEASE BE AWARE THAT IT IS YOUR RESPONSIBILITY TO ADVISE YOUR INSURANCE COMPANY THAT THE CONTENTS OF YOUR UNIT ARE STORED AT SHELL SPACE, AS SHELL SPACE WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE OR LOSS DUE TO THEFT OR FROM WHATSOEVER CAUSE [WATER, STORM, FLOOD, HAIL, FIRE] ETC.

SIGNATURE: \_\_\_\_\_ NAME: \_\_\_\_\_

DATE: \_\_\_\_\_