

## 1. Payment of rental and adjustment of rental

- 1.1 The rental is payable monthly in advance on or before the first day of each month.
- 1.2 The first rental instalment is payable before any goods may be stored.
- 1.3 Payment by means of electronic transfer into Topshell's bank account is the preferred method of payment.
- 1.4 Topshell's banking details are as follows:

Account Holder:	<b>Topshell (Pty) Ltd</b>
Bank:	<b>Nedbank Business Bank, Stellenbosch</b>
Branch number:	<b>149 821</b>
Account Number:	<b>149 812 95 01</b>
Reference:	<b>Initials and Surname/Company name of client as in point 1.1.</b>
- 1.5 Invoices and Statements will only be sent to the Client electronically (via e-mail) to the e-mail address as in point 1.8 above.
- 1.6 Topshell reserves the right to adjust the monthly rental payable by the client, on not less than 30 (thirty) days advance written notice. Any such adjustment shall be of effect from the 31st day after the date upon which such notice is sent by Topshell to the client. Notice of the aforesaid shall be sent by Topshell to the client by facsimile or by email.

## 2. Termination of the agreement

- 2.1 A minimum of 14 (fourteen) work days written notice is required, unless a fixed term agreement is concluded.

## 3. The legality of the stored goods

- 3.1 The client hereby warrants that he / she is the lawful owner or possessor of the stored goods, that he/she may lawfully store and exercise control and care over the said goods.
- 3.2 If a dispute arises between the client and a third party regarding the ownership or control of the stored goods, the client shall remain liable for the payment of the monthly rental.
- 3.3 No goods obtained unlawfully may be stored at Topshell.
- 3.4 No narcotic substances, explosives, weapons, unstable chemicals and / or anything that may constitute a fire hazard may be stored at Topshell Park.

## 4. Access control

- 4.1 Access to Topshell Park Self-Store depot is 24-hours per day, 7-days per week.
- 4.2 No person may under any circumstances interfere with the working of any gates or safety fences. The gates may not be obstructed, forced open, climbed over or opened by any person.
- 4.3 Topshell will do everything in its power to ensure that the automatic gate-opening mechanisms are in working order at all times, even during power failures. However, Topshell cannot accept any liability if the mechanism should malfunction and the client cannot gain access to the Self-Store depot as a result thereof.
- 4.4 No other person, employee, security guard, etc will or may give access to a third party by opening the gate for him / her.

### *Access from Baden Powell main road (R310) to the Topshell Park premises:*

- 4.5 Open access to Topshell Park during 07h00 to 17h00, Monday to Friday, may be gained through the Topshell Park main gate.
- 4.6 The Topshell Park main gate will be closed outside the above mentioned timeslots. Opening the Topshell Park main gate from Baden Powell road after hours and on public holidays is via an automatic cell phone gate link (ACPG). (The working of the ACPG is discussed in paragraph 3, 'Additional Information' of this document.)

### *Access control from Topshell Park to the Self-Storage depot:*

- 4.7 The access gate to Topshell Park Self-Storage depot will be closed at all times. Access from Topshell Park premises to the Self-Storage depot will be gained via a second ACPG. PLEASE NOTE that cell phone numbers of these two ACPGs are different.
- 4.8 After signing the contract and with moneys paid, Topshell personal will authorise the hirer cellular phone numbers on the ACPG system allowing access through Topshell Park main gate and the Self-Storage gate.
- 4.9 Should the client wish to grant access to the Self-Storage Depot to additional individuals at a later stage, he / she must apply at the Topshell office in person during office hours with his/her ID book for access of further authorised persons.

### *Access control to the vehicle park with outside gates to the Self-Store depot (vehicle park row A1 to A18)*

- 4.10 Clients with vehicle parking bays in row A1 to A18 in the Self-Store depot, have direct access via their lockup gates from Topshell Park.
- 4.11 A client in row A1 to A18, must keep the lock-up gate locked when he / she leaves his / her parking bay.
- 4.12 No client in row A1 to A18 may grant any person access to the rest of the depot via his / her access gate.
- 4.13 No goods or vehicles, other than the goods and equipment of the relevant parking bay, may be removed from the depot via the access gate.

## 5. Lock out

- 5.1 Any person, who fails to pay rentals due may be locked out of Topshell Park via the ACPG system and may be denied access to his / her concerned rental space.
- 5.2 Topshell may affix its own additional lock to forbid a defaulting client from entering his / her container or rental space until such time as Topshell has confirmed that the outstanding rent has been paid into its bank account.
- 5.3 Once payment of outstanding rent has been confirmed, Topshell will remove the lock during normal working hours and authorise automatic entry.
- 5.4 No client may at any stage remove any lock, including his / her own, from any position in and on Topshell Park and/or the Self-Store depot while his / her rent is outstanding.
- 5.5 Should a client lose his / her keys to his / her lock, the client must request Topshell to remove the lock on the client's behalf. Such removal of locks will take place during normal working hours.

## 6. Conflict resolution

- 6.1 Should any dispute arise between Topshell and the client, the dispute shall be settled by means of arbitration.
- 6.2 The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Forum of South Africa.
- 6.3 The fees and expenses of the arbitration shall be payable in accordance with the arbitrator's order.

## 7. No liability on the Part of Topshell

- 7.1 Although Topshell will do everything possible to prevent damage and/or loss of stored goods, Topshell accepts no liability whatsoever for any damage, whether caused by fire, storm, theft or other physical damage, which the client might suffer as a result of the use of Topshell's storage facilities.
- 7.2 The client acknowledges that it is in the client's own interest to put in place comprehensive insurance against any damage or losses which the client may suffer due to the damage or destruction of the client's goods while such goods are stored or handled in Topshell Park.

## 8. Recovery of costs

- 8.1 If a client's rent is in arrears for a period of more than 30 calendar days, Topshell shall be entitled to remove the client's lock which limits entry to the client's load holder and/or parking bay.
- 8.2 Furthermore, Topshell shall be entitled to sell all or certain of the goods of the defaulting client stored in the container to recover outstanding rent.
- 8.3 If the sale of the goods does not cover the outstanding rent, the client will remain liable for the settlement of the balance due.
- 8.4 **Should any amount due interms hereof remain unpaid for a period of 60 (sixty) days or more, Topshell shall be entitled to appoint a collection agent to recover such amounts, in which case the Lessee shall be liable for the costs thereof, which costs are 25% (twenty five percent) of the amount collected. By signature of this agreement the Lessee acknowledges and agrees to pay such costs.**
- 8.5 The client, or any person in control of a vehicle who represents the client, who damages any gate or equipment on the terrain, will be held liable for the full reparation costs of the gate or equipment.
- 8.6 Closed-circuit television images by which vehicles which cause the damage, or persons driving the vehicles which cause the damage are identified, will be sufficient proof to establish the liability by the client.
- 8.7 The Client consent to Topshell making enquiries about his/her credit record with any registered credit bureaux to confirm information provided to Topshell and to assist Topshell to conduct an assessment concerning the Client's financial affairs.

## 9. General

- 9.1 No additions or modifications may be made by the client to any of Topshell's property (parking bays or goods container).
- 9.2 Clients will supply their own locks, which shall be 50mm to 80mm ordinary padlocks, and the keys will be retained by the client at all times.
- 9.3 Clients are not entitled to order, make special requests or expect any services, other than security services, from the security guards on the premises.
- 9.4 The client undertakes not to remove any goods of any nature, other than his / her own personal equipment, from the premises.
- 9.5 Topshell reserves the right to break open a client's cargo container lock for purposes of inspection and from taking whatever remedial action it may deem necessary, if there is evidence to suggest a chemical leakage or fire hazard in a container.
- 9.6 The client is liable for the costs of repairing and / or replacing any cargo container damaged by the client or his / her stored goods.
- 9.7 Access via the Topshell Park main gate is only for the purpose of visiting the Self-Storage depot and not for moving further on the property.
- 9.8 No items, liquids or solids, may be dumped anywhere on Topshell Park unless in allocated refuge bins.

### Additional information to the Topshell Self-Store depot

#### 1. Lockup of the containers

- 1.1 It is strongly suggested that the client affixes a padlock within the lock box of every container. Initially the unlocking and locking of a lock within the lock box may be uncomfortable, but this offers protection against locks being forced open.

#### 2. Carwash space

- 2.1 A paved carwash area next to Topshell Park's main gate is available for the exclusive use of Topshell Self-Store clients.
- 2.2 Only vehicles stored on the Topshell Park premises may be washed in the above mentioned area.
- 2.3 No refuse of any nature, including chemicals and sewerage, may be discarded within the designated washing area. .
- 2.4 The tap water is for irrigation purposes only and is not potable.
- 2.5 No equipment, such as the garden hose, may be removed from the wash area.
- 2.6 Topshell does not warrant the availability of water at the wash area.
- 2.7 The wash area is available for use only if prior arrangement is made.

#### 3. Access control to Topshell Park and the Self-Storage Depot

- 3.1 When the client is registered as an authorized person in paragraph 2, he/she is furnished with **two cell phone numbers** for the **automatic cell phone gate link (ACPG)**. The first number, **082 073 80 18** is Topshell Park **main gate**. The second number, **072 640 10 62**, is for the **Self-Storage depot** gate.
- 3.2 When the client requires access through any gate when the gate is closed, the client dials the relevant ACPG number from **his/her registered cell phone number as given in paragraph 2.4**, and let the phone ring. This is a "missed call" to the gate cell phone number and is at no charge.
- 3.3 When you call the ACPG, let the phone ring until it cuts out automatically. There is no cost to this missed call.
- 3.4 Please note that the cell phone's 'Send caller identity' function must be activated for this ACPG to recognise your phone.
- 3.5 Only cell phone numbers listed in terms of paragraph 2.4 above of the application form will be able to activate the gates. Please note that the gate will not open if a cell phone number other than the number listed in terms of paragraph 2.4 above is used to contact the gate.
- 3.6 The gate will close automatically as soon as the client's vehicle has passed through the main gate and the client must phone the ACPG again when the client wishes to exit the premises.
- 3.7 For security purposes, all calls to the ACPG is logged and kept on record.

#### 4. Access control to the vehicle park with outside gates to the Self-Store depot (vehicle park row A1 to A18)

- 4.1 Every lock-up gate accommodates two vehicle parking bays.
- 4.2 Any of the two clients can unlock his / her own padlock to open the gate and gain access to his / her parking bay.
- 4.3 Please note that the clients in row A1 to A18 must keep their gates locked at all times when they leave the premises. If a gate is left open, Topshell will lock it with its own padlock which will only be removed during normal office hours.

#### 5. Environmental factors in the storage container

- 5.1 The cargo container, lock-up storage containers are waterproof and dark with minimal ventilation.
- 5.2 The client must ensure that the goods stored in the cargo container are dry and do not release any moisture. Stored goods which are damp will become musty and or / may rot.
- 5.3 The temperature inside the containers will reflect day-and-night temperatures.

5.4 The containers are not suitable for storing temperature sensitive goods.

At Topshell, we strive to render a service to all our customers, exceeding their expectations. Your input is important to us for this will help us to focus our attention on that which is important to you. Please feel free to contact us should you have any inputs or suggestions, or should you feel that Topshell does not adequately satisfy your requirements. We will gladly discuss any matters with you.

Kind regards,

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