

TERMS AND CONDITIONS OF LEASE ("the Terms")

These standard terms and conditions ("the/these Terms") and Annexure "A" attached hereto form part of the Rental Agreement ("the Agreement") between the Tenant ("referred to as "You" and "Your") and the Lessor (referred to as "We", "Us", and "Our") in connection with the rental of the Storage Unit, located at Plot 2 Sunderland Ridge as set forth in the Rental Schedule to which these Terms are attached, which also forms part of the Agreement.

1. We hereby let to You the Storage Unit (as described on the attached Rental Schedule) and you hereby accept the lease upon the terms and conditions as set out in this Agreement read with the Rental Schedule and Annexure A
2. **You agree that We have not warranted or represented to You that the Storage Unit is fit for the purpose for which it will be utilised by You. All Storage Unit sizes are approximate and We accept no responsibility for their accuracy.** In agreeing to the Terms of this Agreement, You accept that it applies to the Storage Unit used by You and not any Storage Unit represented or shown to You before this Agreement was entered into.
3. Subject to You meeting your obligations in terms of this Agreement, You shall be allowed access to the Storage Unit during the hours as set out in the Rental Schedule ("the Access Hours") 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, Store 4 U will use its best endeavours to provide advance warning of changes in Access Hours by notices at the premises, but reserved the right to change Access Hours to other reasonable access times at any time without giving any prior notice.

DURATION

4. This Agreement will start on the Commencement Date and expires after three, six or twelve months only on the last day of the month, subject to clause 14. The Agreement shall automatically renew for further periods of 1 (one) calendar month thereafter, subject to the provisions of clauses 5 and 38.
5. You agree to, in the last month before your chosen period of lease expires, provide 14 (fourteen) days written notice to Us of your 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. We agree to provide 14 (fourteen) days written notice to You of our intention to terminate the Agreement subject to the provisions of clause 38.

DEPOSIT

6. Upon signature of this Agreement, You shall be required to pay the Deposit set out in the Rental Schedule to Us, which Deposit shall not accrue interest, and shall be equal to 1 (one) month's Rental, provided that You sign the debit order form attached hereto as Annexure "A", such debit order remains in effect for the duration of this Agreement and Your credit card details are provided for instances where the debit order payment is rejected for whatever reason.
7. If You do not provide credit card details as required in Annexure "A", You agree to pay a deposit equal to 3(three) months' Rental.
8. We 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, the cost of any repairs to the Storage Unit or Store 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.

9. The Deposit or balance thereof, as the case may be, shall be returned to You by way of an Electronic Bank payment(EFT), by no later than 30 (thirty) days after the date of termination of the Agreement or within 30 (thirty) days after You have supplied us with Your bank details for the EFT payment.
10. Should the Deposit not cover the cost of repairs or other costs incurred by Us due to a breach by You, including but not limited to, legal costs, interest , damages, cost of demands, Penalty Fee , etc. , You will be liable for such costs incurred by Us.
11. It is specifically recorded that the Deposit may not be used by You as payment for the last month's Rental or for any other Rental or charge or other amount due to Us in terms of this Agreement.

RENTAL

12. In consideration for the lease of the Storage Unit, You shall pay Us the Rental amount stipulated in the Rental Schedule. We do not accept cash or cheques as a form of payment.
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 authorisation form signed by You and attached to the Agreement as Annexure "A".
14. In the event that this Agreement commence on a day which is not the 1st day of a month, You will be liable for a minimum of one month's Rental upfront and the 2nd month's Rental will be pro-rated to the last day of the next month.
15. Rental payments made after the 3rd day of the month are subject to payment of a penalty fee ("the Penalty Fee"). We are not required to provide notice to You that the Rental payment has not been received by Us by the 3rd day of the month.
16. All payments made to Us pursuant to this Agreement shall be applied first to administrative charges and costs (such as Penalty Fees) before the balance shall be applied to accrued and unpaid Rental.
17. Subject to the provisions of clause 5, should You fail to vacate the Storage Unit and remove its lock on the last day of the relevant month, then this Agreement shall automatically renew for further periods of 1 (one) month each thereafter.
18. You agree and acknowledge that:
 - 18.1 there are no pro-rated Rental refunds in the event that You vacate 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, We shall be entitled to retain Your Deposit; and
 - 18.3 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.

19. We reserve the right to increase the Rental and Penalty Fee from time to time by giving written notice of not less than 30 (thirty) days. If You do not accept the increase, You shall be entitled to cancel the Agreement in accordance with clause 5 above.
20. You shall not be entitled to withhold, delay or abate payment of any amounts due to us in terms of this Agreement by reason of any breach or alleged breach of the obligations of Us for whatever reason and pending a dispute between the parties you shall be obliged to continue to make all payments in terms of this Agreement for the duration of such dispute.

INSURANCE

21. **You hereby acknowledge that We do not carry any independent insurance which in any way covers any loss whatsoever that You may have or suffer by renting the Storage Unit or by using the Store. You hereby expressly release and indemnify Us as well as our employees, directors, and agents from any liability for any losses and/or damages (including consequential and indirect losses) to any of Your Goods in or about the Storage unit or Store caused by, amongst other things, fire, heat, theft, water, damp, rainstorms, hail, tornado explosion, riot, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry, or any other cause whatsoever, nor shall We be liable to You and/or Your guests or invitees or agents while for any injury sustained, personal or otherwise in or about the Storage Unit and this indemnity extends to any claims by such persons. You, your guests or invitees or agents will enter our Premises and Storage Unit entirely at your / their own risk.**
22. **All Goods stored in the Storage Unit shall be so stored at Your sole risk and You hereby assume sole responsibility for the safety of the Goods and any loss or damage to the Goods stored by You in the Storage Unit. You are strongly advised to make Your own arrangements to take out insurance cover.**

DEBIT ORDER

23. By signing the debit order authorisation attached to this Agreement as Annexure "A", You explicitly authorise Us to recover the following fees and costs via the debit order:
- 23.1 Rental, including any increased Rental amount allowed in terms of this Agreement;
- 23.2 Penalty Fees; and
- 23.3 any bank charges or other administrative costs and 15.5% interest incurred by Us due to late payment by You.

WARRANTIES

24. You hereby warrant to us that and in favour of Us that:
- 24.1 You are the lawful owner of all Goods stored in the Storage Unit and, where applicable, the natural person (i.e. the Signatory, as defined in clause 48) signing on behalf of You is duly authorised by You to store the Goods and control access to the Storage Unit;
- 24.2 You shall not place or keep in the Storage Unit:
- 24.2.1 food or perishable goods;
- 24.2.2 plant, birds, fish, animals or any other living creatures;
- 24.2.3 explosives, combustible or flammable materials or liquids;
- 24.2.4 chemicals, compressed gases, radioactive materials, biological agents, toxic waste, or other materials of a potentially dangerous nature;
- 24.2.5 firearms, weapons, ammunition or explosives;

- 24.2.6 any item which emits any fumes, smell or odour;
- 24.2.7 any illegal substances, illegal items or goods illegally obtained or stolen goods; or
- 24.2.8 anything that may damage the Storage Unit in any way or other goods prohibited by law;
- 24.3 You agree to abide by any rules set by Store 4 U governing the use of the Store from time to time and to comply with any reasonable instructions of Store 4 U employees, agents or contractors at the Store;
- 24.4 You shall not permit of cause any damage to the Storage Unit ; and
- 24.5 At the expiration or termination of this Agreement (as the case may be), You shall:
 - 24.5.1 remove the lock and hand the lock and key to us, vacate the Storage Unit and provide undisturbed possession of the Storage Unit to Store 4 U;
 - 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 Store 4 U; 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 failing which You shall pay Our costs of cleaning the Storage Unit or disposing of any goods or rubbish left in the Storage Unit.

and You hereby indemnify and agree to pay for all costs which may be incurred by Us as a result of Your breach of the above warranties and furthermore indemnify Us against any claim or cause of action arising (including those of a third party) out of Your use of the Storage Unit or access to the Store.

GENERAL OBLIGATIONS OF TENANT AND TERMS OF USE

- 25. You shall be obliged to pay a lock deposit as stipulated in the schedule and supply a valid drivers license, passport or identification document which will give you access to your storage unit.
- 26. You agree that entry will not be granted to the Storage unit without a proper drivers license, passport or identification document.
- 27. You agree that You shall be liable for any damage to the Storage Unit , and to any storage unit leased to other tenants, as a result of Your or Your agents', guest', invitees', or representatives' actions, and the costs of repair in respect thereof shall be billed to You accordingly.
- 28. You shall immediately notify Us in writing of any change in Your debit order details and contact details (including Your email address) set out in the Rental Schedule.
- 29. You agree not to let, sublet, or assign the whole or any part of the Storage Unit without the prior written consent of Us in each instance.
- 30. You further agree:
 - 30.1 to leave the path, entrance and driveway, service area, and surrounding areas of the Store clear, not to block other tenants' storage units and exercise courtesy to others and reasonable care for Your 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;
 - 30.3 not to use the Storage Unit as offices or living accommodation or as a home or business address and not to use the address of the Storage Unit for receiving or sending mail;
 - 30.4 not to leave any waste or refuse that is created by storing the Goods in the Storage Unit. You agree to be charged without any notification the reasonable costs of disposing of such waste or refuse if You fail to comply with this undertaking;
 - 30.5 not to affix shelving or other articles to the walls, ceiling or doors of the Storage Unit.

- 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 Store 4 U's prior written consent, which consent shall not be unreasonably withheld;
- 30.7 to inform Store 4 U immediately in writing of any damage or defect to the Storage Unit; and
- 30.8 that Store 4 U may, in its discretion, deny access to the Storage Unit and the premises in case of emergencies.
31. Because the nature and type of the Goods being stored by you from time to time is entirely within your discretion (subject to clauses 24.2, 30.3, 30.5 and 30.6):
- 31.1 You must ensure that the Storage Unit is suitable for the storage of the Goods that You store or intend to store in it. We do not warrant or represent that any Storage Unit allocated to You is a suitable place or means of storage for any particular goods. We strongly advise You to inspect the Storage Unit before storing Goods in the Storage Unit and from time to time throughout the period of this Agreement to ensure its continued suitability;
- 31.2 You 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 Storage Unit or to any other property, whether by spreading damp, infestation, leakage or the escape of fumes or substances or in any other way; in addition, the Goods will not be perishable or include any animal or other living creature; and
- 31.3 You must supply an inventory of the Goods signed by our authorised agent as proof thereof. Store 4 U does not inspect the Goods when they arrive at the Store and shall not keep any records concerning, or any inventory of the Goods, nor shall Store 4 U have any knowledge of their nature, condition or state of repair.
32. Only You and persons authorised or accompanied by You will be allowed to have access to the Storage Unit. Any such person is Your agent for whose actions You are responsible and liable to us and to other tenants of storage units. We may ask for proof of identity from You or any other person at any time (although We are not obliged by this Agreement or otherwise to do so) and We may refuse access to any person (including You) who is unable to provide satisfactory proof of identity. We may refuse You or Your agents access at any time if We consider in Our sole discretion that the safety of any person at the Store, or the security of the Storage Unit or its contents, or other storage units at the Store or their contents will be put at risk.
33. You must lock and keep the Storage Unit locked at all times, by using only one lock per unit door latch. You must ensure that the Storage Unit is locked so as to prevent unauthorised entry when You are not using the Storage Unit. We will not be responsible for locking any unlocked Storage Unit. You should not leave Your key with or permit access to Your Storage Unit to any person other than Your own agent, who is responsible to You and subject to Your control and if You do so, You do so at Your own risk whether or not any such person is Our employee or agent. We do not accept any liability for any person in Our employ or agent holding Your key and having access to Your Storage Unit and any such person acts as Your agent only.
34. You hereby irrevocably give your consent and permit Us and Our agents and contractors to enter the Storage Unit and if necessary break the lock to gain entry if We:-
- 34.1 provide You not less than 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 Unit;
- 34.2 At any time without notifying You if We:-
- 34.2.1 reasonable believe that the Storage Unit contains any items described 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;
- 34.2.2 wish to ascertain whether the Storage Unit contains any items described in clause 24.2;
- 34.2.3 are required to do so by the Police, Fire Services, Local Municipality or by a Court Order;

34.2.4 believe it is necessary in an emergency for any purpose including that in clause 34.1;

34.2.5 obtain access in accordance with clauses 35 and 39; or

34.2.6 want to prevent injury or damage to persons or property.

35. This Agreement shall not confer on You any right to exclusive possession of the Storage Unit:

35.1 We may at any time by giving You 7 (seven) days' written notice require You to remove the Goods from the Storage Unit to another storage unit specified by Us which shall not be smaller than the current storage unit:

35.1.1 in the event of a fire or flood or similar incident or occurrence at the Store which in Our opinion requires the Storage Unit or any part of the Store to be closed or sealed off: or

35.1.2 if the Store or any part of the Store is closed for redevelopment.

35.2 We agree to pay Your reasonable costs of removal which have been approved in writing by Us in advance of the removal.

35.3 If You do not arrange the removal of Goods to the alternative storage unit by the date specified in Our notice, You agree that We and Our agents and contractors may enter the Storage Unit and do so. In doing so, We and Our agents and contractors will act as Your agent and the removal will be at Your risk (except for loss or damage caused by the wilful misconduct or gross negligence of Us and Our agents and contractors).

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 as the description of the "Storage Unit" but shall otherwise continue in full force and effect and the 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 Your use of the alternative storage unit.

BREACH

38. If You:

38.1 commit a material breach of this Agreement and fail to remedy such breach within the time period specified in terms of this Agreement or as may be specified by Us by way of written notice to the You, as the case may be; or

38.2 go into provisional or final liquidation or sequestration or have a pending application for Your winding up or sequestration or liquidation; or

38.3 commit a material breach of this Agreement that is not remediable then (and in such case) We 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 You for any loss or damage which may be occasioned as a result of early termination of the Agreement, give written notice to You to summarily terminate this Agreement;

38.4 are in arrears with Rental and/or any other amounts due and payable to us on or after the 3rd day of the month in respect of which such Rentals or other amounts fall due, then You agree that WE shall be entitled to deny You access to the Storage Unit by over locking 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 You to Us from time to time under this Agreement or any other agreement between You and Us arising from or in connection with this

Agreement ("Your 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 related agreement between Us and You, payment within 5 (five) days of that sum being demanded in writing.

- 39.1 The terms of this clause 39 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 Your Debt:
- 39.2.1 We are relieved of any duty of care howsoever arising in respect of the Goods;
and
- 39.2.2 the Goods are held solely at Your risk and We shall be able to immediately exercise the lien described below.
- 39.3 You hereby acknowledge and agree that in addition to the pledge provided for in clauses 42 to 44 below, We shall have a lien on all Goods stored within the Storage Unit to secure payment of all amounts due to us under this Agreement and that in terms of such lien, You shall not be entitled to remove any Goods from the Storage Unit until payment of Your Debt in full has been received by Us.
- 39.4 In default of the Prompt Payment of Your Debt, You authorise us:-
- 39.4.1 to refuse You and Your agents access to the Goods, the Storage Unit and our premises;
- 39.4.2 to access the Storage Unit and inspect and remove the Goods to another Storage Unit or Store and You agree 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 subject to clause 39.5.
- 39.5 In the event that Your Debt is not paid 30 (thirty) days after the first day of the month or You fail to collect the Goods after We have required You to collect them or upon expiry or termination of this Agreement. We may, subject to clause 39.7, sell the Goods and pass all ownership to them and use the proceeds of sale to pay first the costs incurred by Us (including the Lock Cutting Fee) and secondly in paying Your Debt and to hold any balance for You. Interest will not accrue to You 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 Us and Your Debt (including the costs described in clauses 39.4.2 and 40), You must pay any balance outstanding to Us within 7 (seven) days of a written demand from Us, which will set out the balance remaining due to us after the net proceeds of sale have been credited to You. Interest will continue to accrue on Your Debt until payment has been made.
- 39.7 Before We sell the Goods, We will give You notice in writing of the amount of Your Debt at the date of the notice and that in default of payment within 14 (fourteen) days of the date of the notice, We will sell the Goods in the manner set out in the said notice. You agree that We shall not be obliged to give You any further notice of any intended sale.
- 39.8 We will sell the Goods by any 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 Our efforts, You authorise Us to treat them as abandoned by You and to destroy or otherwise dispose of them at Your cost.
- 39.10 You will pay Our reasonable costs incurred in administering the debt collection and sale process described in this clause. These costs will include (without limitation) a Lock Cutting Fee, auction costs, removal costs, cleaning costs and the reasonable charges for Our own time and the time of Our attorney assisting us in this process at a rate of R1500 per hour.

39.11 If Your Debt is paid to the satisfaction of Us prior to the Goods being sold, We shall restore Your access to the stored Goods. In such an event it shall be Your responsibility to replace Your lock at the time of payment to ensure the security of Your Storage Unit.

40. In addition to the above remedies:

40.1 In the event We institute any legal action against You as a result of non-payment of Rental and/or any other amounts due to Us in terms of this Agreement, You agree to pay a penalty of 30% (thirty percent) of the outstanding Rental;

40.2 You agree that in the event of any legal action being instituted against You pursuant to clause 40.1 or as a result of a breach of this Agreement, You shall pay all the costs incurred in respect thereof on an attorney and 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 Us by the 15th of the month in question, We 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 Our expenses and any amounts due to Us under the terms of this 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 You and Us 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 Your obligations in terms of this Agreement, You hereby pledge to Us all Goods stored by You in the Storage Unit.

43. You agree that the act of storing goods in the Storage Unit will constitute delivery of the said goods to us thereby constituting the pledge.

44. We 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 You at Your Physical Address, subject to clause 48 below, as set forth in the Rental Schedule; and (ii) in the case of Us at Plot 2 Sunderland Ridge, 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 couriering (in the absence of evidence of 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 of transmission.

46. Further to the above, You agree that written notice provided by email to the email address specified by You in the Rental Schedule, and updated by You from time to time in accordance with clause 28, will be deemed to be valid written notice provided.

LIMITATION OF LIABILITY

37. We and Store 4 U shall not be liable to You or any third party, whether in contract, delict or otherwise, for any direct, indirect or consequential damages arising from or in connection with Your use of the Storage Unit or Store 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.

GENERAL

47. Any right granted herein to Us may be exercised by Our rental agent or other representative or agent.
48. **In the event of the Tenant being a Close Corporation or Company or other legal persona, then the signatory / signatories hereto for and on behalf of the Tenant binds himself / themselves as Surety and Co-principal debtor with the Tenant in respect of all duties and obligations of the Tenant and in favour of Store 4 U and abandons the benefits derived from the following exceptions, "Errore Calculi", "Non Numeratae Pecuniae" and "Non Causa Debiti" and the signatory admits herewith that he is fully conversant with the meaning and intent thereof.**
- _____
- Initial**
49. All of the schedules and/or annexes hereto are incorporated as part of this Agreement 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 Us to You shall be deemed in any way to affect, prejudice or derogate from the rights of Us 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 of this Agreement unless such a variation is in writing and signed by the parties to this Agreement.
53. If any provision of this Agreement is unenforceable by law or any other reason then that unenforceable provision shall be severed from 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, this Agreement supersedes all or any prior agreements or negotiations between the parties hereto relating to the Storage Unit.
55. If the Storage Unit should be destroyed or damaged so that it can no longer be beneficially occupied by You, this Agreement shall automatically terminate when that happens unless the parties agree otherwise in writing.
56. In the event this Agreement regulates the rental of a parking bay, all references to Storage Unit shall be deemed to be references to the said parking bay.
57. If You transfer the contents of the Storage Unit to a different storage unit ("the New Unit") for whatever reason, these Terms, the Rental Schedule and Annexure "A" are deemed to apply to the New Unit, except that the Rental shall be the prevailing rental for the New Unit at the date of transfer.
58. We reserve the right to perform a credit check at any time during the tenancy of this Agreement and You hereby consent to such credit check being performed.
59. Where this Agreement has terminated and You have paid more Rental and charges than are due at the date of termination, We will refund the balance to You after deduction of any payments due to Us as if the balance were a Deposit under clause 8. If You do not move the Goods into the Storage Unit, We will refund the Rental and other charges You have paid. No interest will accrue on any money held by Us for You.
60. 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.
61. These Terms shall be read with the Rental Schedule to which they relate 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.

62. 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 with jurisdiction may hear any action or proceeding that may arise out of this Agreement.

