

RENTAL APPLICATION FORM: TOPSHELL GAUTENG (PTY) LTD ("TOPSHELL")

PLEASE NOTE: All invoices are strictly payable in advance.

Nr.59 New Road
Glen Austin AH
Midrand, 1685
Tel: 082 047 0505
E-mail: admin@topshell.co.za



Please note: All panels must be completed in Capital letters
All panels that that does not apply, must be marked with: N/A

Name & Surname:

ID Number:

Please include copy of ID with application form

Physical address:

Cell Number:
Telephone No 1:
Telephone No 2:
Fax No:

Postal code:

E-Mail address:

Person responsible for account payments:

Postal Address:

Banking Details: Bank:
Account number:

Branch Code:

All transactions between yourselves and Topshell Gauteng shall be subject to the standard Topshell Gauteng Terms and Conditions which appear on the overleaf of each Delivery Note and which is also available on request.

WARRANTY / SURETYSHIP

I, the undersigned, hereby warrant that I am the Proprietor / a Director / a Member of the applicant and that I am duly authorised to sign on behalve of the applicant and have read and agree to the conditions of the Rental Agreement.

Signed onday of the month of, year 20..... at

Full Name:

Signature:

Date:

Name of Witness:

Signature:

TOPSHELL GAUTENG (PTY) LTD

("Topshell" / "the Landlord")
Reg No. 2015/216956/07
52 Grosvenor Road, Fairway Office Park, Bryanston, Gauteng, 2021
P.O. Box 67663, Bryanston, Gauteng, 2021



Rental Agreement Terms & Conditions

Rental Agreement: Mobile Container Offices, Container Storeroom.

This Agreement is made between **TOPSHELL GAUTENG (PTY) LTD ("the Landlord")**

and _____

(the "Lessee"), (Individual Full Names & Physical Address)

LEASE OF: [insert details of container being leased]

WHEREBY it is agreed:

1. The Rental Period will commence on _____ and continue until _____ ("the Initial Period").
2. The Rental Amount will be per month, with a once-off upfront payment of (quote value) for each container. the Rental Amount is due upon receipt of each monthly rental invoice unless otherwise agreed in writing by Topshell Gauteng (Pty) Ltd.
3. This agreement governs the lease of mobile office(s), store(s), and / or storerooms (hereinafter referred to as the "Leased Container") as part of the Lessee's site establishment. Reference to the "Leased Container" may be to all, or part of the goods as described above.
4. Any reference to "Topshell" may include reference to its agent and / or duly authorised and mandated representative.
5. The Leased Container(s) are leased without any warranty whatsoever, as to their condition and the Lessee hereby indemnifies and holds the Landlord harmless against any claim which may arise after delivery of the Lease Container(s) from the Landlord's depot, such a claim related to direct, indirect consequential damages, loss of profit, death of a spouse or life partner, death of any third party and any loss of income.
6. The Leased Container, Rental Amount, Initial Period, Transport Costs, the physical address of the Site and *domicilium citandi et executandi* of Topshell and the Lessee for all notices, are as referred to and described by Topshell in the pro forma invoice ("the Invoice") to the Lessee, which, together with these terms and conditions and the Delivery Note (if any), constitute the whole of the agreement between the Parties. This Agreement will be valid and binding between the Parties for the Initial Period and any further consecutive periods of lease. This Agreement will be valid even in the absence of the Lessee's signature on the Delivery Note.

SIGNATURE AND SURETY:

7. Signature by the Lessee of the Invoice and/or Delivery Note shall include signature by the Lessee, its employee or agent, and it shall not be necessary for Topshell to request identification of the person signing for same nor proof of authority to sign. Such mandated authority will be construed to be implied and shall bind the Lessee, its assigns and any other party/entity associated with the Lessee.
8. The person signing the Invoice and/or Delivery Note, whether duly authorised or not, agrees fully and absolutely to stand surety jointly and severally with the Lessee for proper fulfilment by the Lessee of all its obligations in terms of this agreement, and the signatory renounce the benefits of excision, division and cession of action, non-causa debiti, errore calculi, revision of accounts, no value received and also the benefit non numerate pecuniae, the full force, meaning and effect of which he/she declares her/himself to be fully acquainted, and accepts the Lessee's *domicilium citandi et executandi* as his/her *domicilium citandi et executandi*.

RENTAL:

9. The Rental Amount in addition to the Deposit (referred to as the "Initial Payment") are due and payable in advance prior to the delivery of the Leased Container. Consequently, the date of the Initial Payment shall be the commencement date of the Container Rental Agreement. Payment of the Initial Payment constitutes acceptance by the Lessee of this Agreement and subsequent terms and conditions of this Agreement and associated Annexures.
10. The Lessee shall be obliged to provide proof of payment of the Initial Payment to Topshell before any duty by the Landlord is discharged and shall be obliged to act. Topshell shall be entitled to wait for clearance of funds, in which case the commencement date is date of clearance of funds.
11. The Rental Amount, for the initial and any further periods, i.e., the full duration of the agreement as it may be extended, shall be payable in advance before or on the last day of the month preceding the month for which payment is due and on receipt of the rental invoice.

Lessee Signature: _____

Topshell Signature: _____

12. Should any amount due in terms hereof remain unpaid for a period of 45 (forty-five) days or more, Topshell shall be entitled to appoint an attorney to recover such amounts, in which case the Lessee shall be liable for the costs thereof, which costs are 15% (fifteen per cent) of the outstanding amount. By signature of this Agreement the Lessee acknowledges and agrees to pay such costs. When the account is not settled within the 45-day period (which includes a 15-day grace period), Topshell will make arrangements for collection of containers from site.
13. Topshell reserves the right to increase the rental amount at a rate which shall be determined by the increase in the PPI, with notice of one calendar month to the Lessee.
14. TOPSHELL GAUTENG (PTY) LTD ("the Landlord") holds the right to hand over the lessee to appointed attorney if account is in arrears of 45 (forty-five) days and in 60 (sixty) days blacklisting of the business or individual that is responsible for the account will commence.

TERMINATION:

15. Topshell reserves the right to discontinue any account and summarily cancel, with immediate effect and without notice to the Lessee, this Agreement in respect of which the Rental Amount, or any payments as agreed, have fallen into arrears, and in the event of these rights being exercised, all amounts owing shall immediately become due owing and payable.
16. This Agreement may be terminated by either party with one calendar month's written notice. Upon termination, Topshell shall have the right to immediately assume control over and take possession of the Leased Container and remove the Leased Container from the site without the necessity of a Court Application/Action, and shall be entitled to enter the Site where the Leased Container is held to acquire possession of the Leased Container.
17. Should this Agreement be terminated for any reason whatsoever, the Lessee's possession of the Leased Container, if any, will terminate immediately. There shall be no obligation on Topshell to remove the contents of the Leased Container before removal of the Leased Container from the Site. The contents will be available to be collected at Topshell's depot at the cost of the Lessee, during business hours. The contents will be stored at the depot for a period of one month at the risk of the Lessee, after which Topshell shall be entitled to have it removed or sold. The Lessee indemnifies Topshell against any claims which may result from loss of, removal of, or sale of such contents, as well as any claims resulting from removal of the Leased Container from the Site.
18. Topshell shall be allowed to exercise a hypothec. All stock-in-trade, furniture, equipment, motor vehicles, appliances and any / or all property stored in the Leased Container hereby let shall be subject to a Landlord's Hypothec and shall be security for the due and proper fulfilment by the Lessee of its obligations in terms hereof. The Lessee undertakes not to bin in, or any manner alienate such assets without obtaining the prior written consent of the Landlord.
19. Any court action or application with regard to or touching upon recovery of the Leased Container will be paid for by the Lessee on an attorney and client scale. The Lessee shall be liable for the Rental Amount(s) until the Leased Container(s) are in possession of Topshell.

RIGHTS AND DUTIES:

20. Topshell's ownership rights regarding the Leased Container will not cease under any circumstances. The Lessee's possession of the Leased Container will be determined by this Agreement. Topshell shall always have, and be entitled to, unrestricted access to any site where the Leased Container(s) are placed, which right is guaranteed by the Lessee, in particular against any owner of the Site. No pledge will be constituted between Topshell and the Lessee; the Lessee shall not be entitled to pledge the Leased Container, or to give it as security, or to give cession or delegation of its rights and duties respectively, or to sub-lease, or on-lease the Leased Container, and the Lessee and the owner of the Site shall not acquire any rights of retention or lien with regard to the Leased Container, nor any ownership rights.
21. Lease of the Leased Container and use thereof will be at the Lessee's sole and absolute risk. Transfer of risk happens upon collection/delivery receipt of the product. The Lessee shall ensure the Leased Container is comprehensively insured against loss and/or damage up to the replacement value of the Leased Container.
22. The Lessee shall not be allowed to make or cause any modification to the Leased Container or part of it, may not attach anything to the Leased Container, nor paint it, nor attach any logo or name to it and may not remove, replace any part of the Leased Container, or any sign attached to the Leased Container by Topshell. The Lessee may not remove from the Leased Container the name of Topshell, its address, telephone or any sign or logo attached to it or painted on it by Topshell and may not do anything which may detrimentally affect Topshell's corporate identity in any manner.
23. The Lessee may under no circumstances remove the Leased Container from its placed position without written consent from Topshell management. Should consent be given and the container moved, GPS co-ordinates of the position of the container with site images are to be submitted to Topshell immediately after re-placement. The Lessee accepts all risk when moving the container and will be responsible for any cost of damages should they be occurred to the product.
24. Topshell will not be liable for theft or loss of the contents of the Leased Container, whatever the reason for the loss.

Lessee Signature: _____

Topshell Signature: _____

25. The Lessee indemnifies Topshell unconditionally and absolutely against any claims which may arise as a result of lease of the Leased Container, specifically but not exclusively claims arising from theft or loss of the contents of the Leased Container, injury to any person of any nature, or death of any person, in or in the vicinity of a Leased Container whether stationary or through movement of the Leased Container, whether through removal or placement thereof. The Lessee indemnifies Topshell against any damage of any nature as a result of any actions, whether negligently or intentionally by the Lessee, its employees, visitors, contractors, sub-contractors, the owner of the Site, its visitors, family, or any person obtaining authorised or unauthorised entry to the Site.
26. The Lessee is responsible to lock or unlock the Leased Container, more specifically stores, safety gates to offices, and to provide locks to stores and safety gates to offices.
27. The Lessee is responsible for any damage to the Leased Container whilst on Site. It is the Lessee's responsibility to point out any damage to the Leased Container before or during delivery to the Site and to note such damage on the Delivery Note under signature of the Lessee or the Agent of the Lessee. Such damages are to be reported to Topshell within 5 (five) days from delivery.
28. Should the Leased Container be damaged on the Site or be lost or removed from the Site, the Lessee shall be responsible for replacement and repair costs, which costs will be determined by Topshell's depot manager whose valuation will be final and binding, and the Lessee will be liable to pay these costs within 30 days from receipt by Topshell of a note setting out the costs. The Lessee is responsible for cleaning and sanitizing the Leased Container but not for normal maintenance.

DELIVERY:

29. Delivery of the Leased Container at the Site will take place as soon as possible after the commencement date. The Lessee shall have no claim against Topshell as a result of late delivery no delivery of the Leased Container.
30. It is the Lessee's responsibility at its own cost to ensure that the delivery vehicle will be able to enter onto and to exit the site. Should Topshell be entitled to take possession of the Leased Container, and entry and exit is not possible for the transport vehicle for whatever reason, Topshell shall be entitled, at the Lessee's cost, to clear the site and entrance to the site so that exit, and entry is ensured, and the Lessee indemnifies Topshell against any claims which may arise in this regard.
31. The Lessee shall be responsible at own cost to prepare the Site for placement of the Leased Container and to ensure that the Site is clean, horizontal, compacted, stable and of such nature as to carry the weight of the Leased Container. The operator of the crane or driver of the delivery vehicle may refuse to place the Leased Container as requested by the Lessee should he in his sole discretion deem the Site or location on the Site to be unsafe for the vehicle or any person.
32. On request should the Lessee enquire to provide their own transport for the hired product from Topshell, given Topshell's consent. The Lessee will be solely responsible for the transport cost, any damages and or loss during transportation.
- 32.1. Should the product need to be collected from the Lessee's site location by Topshell weather it be a request for off-hire of product or due to non-payment of account, the Lessee agrees to incur the collection cost for their account.
- 32.2. The Lessee is to provide Topshell immediately with GPS Co-ordinates of the location where the container has been placed on site after transportation.
33. The Lessee or his representative will sign a Delivery Note as an acknowledgment of receipt of the Leased Container.

GENERAL:

34. This Agreement may only be amended in writing. No relaxation or indulgence granted by Topshell to the Lessee from time to time shall be deemed to be a waiver of rights in terms hereof nor a novation or waiver of the terms and conditions of this Agreement.
35. If a provision of this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect the enforceability or validity of any other provision of this Agreement, or the enforceability or validity in other jurisdictions of that or any other provision of this Agreement.
36. The parties agree that this Agreement comes into effect within the jurisdiction of the magistrate's court, Randburg and that this court shall have jurisdiction in all matters pertaining to this Agreement. Should any dispute arise between the parties regarding this Agreement the Parties consent.
37. This Agreement shall become effective upon signature by both parties. The Leased Containers will only be delivered or permission granted for collection once the signed copy is delivered to Topshell. If, however, the Lessee does not return a signed copy of this Agreement to Topshell within seven (7) days of receipt and the Leased Container(s) have already been delivered, and if the Lessee accepts and retains the Leased Container(s) in its possession after seven (7) days, then this Agreement shall have the same force effect as if it had been signed by the Lessee.
38. I/We consent to Topshell making enquiries about my/our credit record with any registered credit bureaux to confirm information provided to Topshell and to assist Topshell to conduct an assessment concerning the my/our financial affairs.

Lessee Signature: _____

Topshell Signature: _____

I, _____, hereby certify that I am duly authorised to sign the Agreement and record that I agree to the terms and conditions stated therein and acknowledge that all business will be conducted in terms of these conditions.

SIGNED: _____

SIGNED: _____

NAME: _____

NAME: _____

DESIGNATION: _____

DESIGNATION: _____

DATE: _____

DATE: _____

FOR LESSEE

FOR TOPSHELL GAUTENG (PTY) LTD

The signed copy of this document must be sent to the Topshell Gauteng offices by one of the following means:

E-Mail: quotes@topshell.co.za

Topshell office contact telephone number: 082 047 0505

And/or by Hand at the above chosen business address

Lessee Signature: _____

Topshell Signature: _____

PRIVACY POLICY

TOPSHELL (PTY) LTD. GAUTENG

59 NEW RD
GLEN AUSTIN AH
MIDRAND
1685

CONSENT TO COLLECT, STORE AND PROCESS PERSONAL INFO:

I hereby authorise and consent to Topshell (Pty) Ltd. collecting, storing, and processing my personal information as indicated above.

I furthermore declare that I am authorized to sign this agreement.

Signed at _____ on the _____ day of
_____ 20 ____.

Company name: _____

Company Reg no: _____

Authorized Signatory: _____

Consumer Consent in terms of Regulation 18(5) of the National Credit Regulations

I, _____ (full names and surname),
ID number _____ hereby grant my informed consent to
_____ (company name), in order to enable them to perform
a confidential credit check on me for the purpose of compliance with the provisions of Section
81(2) of the National Credit Act, No 34 of 2005 as amended, that relates to the prevention of
the extension of reckless credit.

It is further understood that the credit report obtained under this consent will be used by
_____ (company name) solely for the purpose set out in Regulation
19(4) (c) or (e) to (g).

(Signature)

(Date)

(Place)

(Company representative)

(Date)