

## **CONTAINER WORLD (PTY) LTD**

REG NO. 1973/15756/07 16 DIRECTOR ROAD, AEROPORT INDUSTRIAL ESTATE, SPARTAN EXT 2, ISANDO P O BOX 1017, ISANDO, 1600 TEL. NO (011) - 3921284 FAX NO (011) - 3922454

## **CONTAINER RENTAL AGREEMENT**

THIS AGREEMENT is made between CONTAINER WORLD (PTY) LIMITED, being

situated at 16 Director Road, Spartan ext 2, Isando, 1600(LESSOR)

and

The Client

LEASE OF:			

Whereby it is agreed:-

- 1. Rental is charged monthly in advance and payment is due upon receipt of each monthly rental invoice unless otherwise agreed in writing by Container World (Pty) Limited.
- 2. The Lessee agrees that each container was in good and satisfactory condition at the time of delivery unless defects are specifically noted and reported at time of delivery. The Lessee shall be held liable for all damages and loss to the storage container while in its possession.
- 3. Container(s) are leased without any warranty whatsoever as to their condition and the Lessee hereby indemnifies and holds the Lessor harmless against any claim which may arise after delivery of the storage container(s) from the lessor's depot.
- 4. The Lessee will notify the Lessor in writing immediately of the loss or destruction of, or damages beyond normal wear and tear to any equipment.
- 5. The Lessee shall ensure each container is comprehensively insured against loss and/or damage up to the replacement value of the container
- 6. The Lessee will not obliterate, alter, conceal, deface or otherwise change the Lessor's identification marks on the equipment.
- 7. The Lessee will not sublet this (these) container(s)/skips to another party without the written permission from Container World (Pty) Limited.
- 8. The Lessor reserves the right to discontinue any account and summarily to cancel any agreement in respect of which payments have fallen in arrears, and in the event of these rights being exercised, all amounts owing shall immediately become payable due and payable on demand.
- 9. The Lessee shall pay the Lessor all costs, charges and expenses, legal or otherwise which the Lessor may have incurred in exercising its power of retaking possession of the storage container.

- 10. Any container returned to an authorised Container World depot in a damaged condition, will remain on hire until the Lessee authorises all repairs. All repairs are due and payable by the Lessee.
- 11. The Lessee will give a minimum of 7 days notice to the Lessor in writing of their intention to terminate the rental. Lease will only be terminated upon arrival of the storage container(s) at the nominated depot.
- 12. The Lessor reserves the right to bill the return transport of the storage container(s) upfront on the Lessees account. This amount is due and payable to the Lessor as per the standard terms of conditions of payment that governs the relationship between the respective parties.
- 13. The Lessor also reserves the right to bill, offset or provide credit to, the lessee based on the fuel cost charges that are relevant at the time of termination of the agreement of lease.
- 14. The Lessee shall ensure that container(s) is/are empty and ready for collection. If the transport vehicle is delayed at the collection site for any reason whatsoever, standing time will be charged, after the first half hour free time allowed.
- 15. If the transport vehicle is unable to collect or deliver a storage container(s) at the site, which results in a further collection or delivery trip, a futile-trip charge will be raised, which will be the same cost at the delivery or collection cost.
- 16. This lease shall become effective upon signature by both parties. Storage container(s) will only be delivered to site or permission granted for collection once the signed copy is re-faxed to the Container World office. If, however, Lessee does not return a signed copy of this lease agreement to Container World office within seven (7) days of receipt and the storage container(s) have already been delivered, and if the lessee accepts and retains the storage container(s) in its possession after seven (7) days, then this lease shall have the same force effect as if it had been signed by the Lessee.

I,...., hereby certify that I am duly authorised to sign the Lease 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: For lessee	DATE: FOR CONTAINER WORLD (PTY) LTD