

MAILBOX RENTAL AGREEMENT

Agreement entered into between **Postnet V&A Waterfront** and _____
 ("The Client")

Suite #: _____ Client: _____

Initial Term of Agreement:

| | | |
|------------------------|-----------|----------------------------|
| <input type="text"/> | 12 Months | Amount Due (incl. VAT): R: |
| Commencement Date: | | |
| Renewal Date: | | |
| Number of keys issued: | | |
| Key deposit paid: | R: | |

All correspondence addressed to your PostNet Suite must be as follows:

Postnet V&A Waterfront
 Postnet Suite #
 Private Bag X9190
 Cape Town 8000

Additional names that may appear on your mail

| | | |
|--|--|--|
| | | |
| | | |
| | | |

Business / Private / Both (please mark ONE of the options)

| | | | |
|-------------------------|--|---------------------|--|
| Name of business: | | Name of client: | |
| Name of owner/director: | | Business tel no: | |
| Nature of business: | | Residential tel no: | |
| cell: | | Fax no: | |
| e-mail: | | Physical address: | |

I, the undersigned, acknowledge having read, and do accept, the terms and conditions appearing in annexure A to the Mailbox Agreement.

| | | |
|-----------------------|--|-------------------------------------|
| Authorised signature: | | On behalf of Postnet V&A Waterfront |
| Capacity: | | Signature: |
| Date: | | Date: |

MAILBOX COLLECTION AUTHORITY

TO: THE POSTMASTER
Cape Town POST OFFICE

DATE: _____

I, the undersigned, _____

Identity Number: _____, do hereby

authorise and instruct **Postnet V&A Waterfront** to collect and remove all parcels, registered items, telegrams and other postal items delivered by the Post office to me at the

following address:

Postnet V&A Waterfront

PostNet Suite #

Private Bag X9190

Cape Town

8000

I hereby indemnify the Post Office against any loss suffered as a result of claims which may be made against the Post Office as a result of carrying out my instructions contained herein. This authority shall remain valid until withdrawn by written notice addressed to you.

This done and signed at Postnet V&A Waterfront on this the _____ day of _____

_____ 20 _____ in the presence of the undersigned witnesses:-

AS WITNESSES

SIGNATURE

- 1) _____
- 2) _____

TERMS AND CONDITIONS

1. GENERAL

- 1.1 By completing and signing this form, the client appoints XYZ (Pty) or CC or Trust or Sole Proprietor trading as (for example) PostNet Cavendish (hereinafter referred to as "PostNet") as the agent to receive mail and/or postal items and/or parcels and provide related postal services subject to the terms and conditions contained herein, and for the period referred to in Annexure "A" (Hereinafter referred to as "the initial term").
- 1.2 PostNet is an independent contractor with the Client and is a franchisee of PostNet Southern Africa (Pty) Limited.

2. MAILBOX RENTAL

- 2.1 The Client hereby appoints PostNet as the agent to receive all postal items and parcels addressed to the Client at the address appearing overleaf from the Post Office or other carrier, and for this purpose undertakes to sign a Mail Collection Authority (PN14) within seven days of the date hereof in order to give effect hereto.
- 2.2 For the purpose of receiving the postal items and parcels the Client hereby agrees to hire from PostNet for the initial term, the mailbox referred overleaf.
- 2.3 Should the Client not give PostNet notice in terms of paragraph 2.15 prior to expiration of the initial term of this agreement, then this Mailbox Rental Agreement shall continue subject to the terms and conditions contained herein with the exception of the period immediately preceding the anniversary date.
- 2.4 Once PostNet has placed client's mail or postal items in the assigned mailbox, the mail and/or postal item shall be deemed to have been delivered to client and PostNet shall not be responsible for loss, theft or damage thereto. PostNet is not engaged in the delivery of mail and cannot be responsible for failure of Postal Service (SAPO) to deliver mail or to deliver it in a timely fashion or undamaged condition.
- 2.5 The Client shall be issued with a key in respect of the mailbox hired by the Client which key shall;
 - 2.5.1 at all times remain the property of PostNet;
 - 2.5.2 signify the authority of the person holding same to collect the postal items or parcels from PostNet; and
 - 2.5.3 be returned to PostNet upon the termination of this agreement.
- 2.6 PostNet shall deliver to the client, the client's mail and/or postal items and/or parcels as provided for in paragraph 2.4 above. However, and in the event of the client's mail and/or postal items and/or parcels having to be collected by the client over PostNet's counter and not in its mailbox, then and in this event PostNet will only deliver the said items to a duly authorised representative of the client who should have the necessary documentation on his person to prove that he is so authorised to collect the client's mail and/or postal items and/or parcels.
- 2.7 The fee for the initial term referred to in Annexure "A" attached hereto, shall be payable on signature hereof, unless specifically agreed otherwise in writing.
- 2.8 The Client undertakes to collect his postal items or parcels from PostNet at least once per month or to make arrangements for its movement, by a duly authorised representative.
- 2.9 In the event that the postal items or parcels addressed to the Client regularly exceed the capacity of the mailbox hired, then PostNet have the right to impose a levy on the client equivalent to the actual space regularly occupied by the client's postal items and parcels, which levy shall be based on the rent of the post box by the Client.
- 2.10 Any items sent to the Client via PostNet which are C.O.D. shall not be collected by PostNet unless PostNet is first placed in funds in order to pay for same.
- 2.11 The client undertakes to indemnify and hold PostNet harmless against all loss or damage, from any cause arising, which the client may sustain as a result of the client's mail and/or postal items and/or parcel's delivery being interrupted for whatsoever reason. The indemnity shall continue for so long as this Mailbox Rental Agreement remains in force between the client and PostNet.
- 2.12 The Client shall use the address recorded overleaf for any postal items or parcels to be received by the Client in terms of this agreement.
- 2.13 Upon the termination of this contract, the Client shall return all keys in its possession to PostNet and complete a redirection of mail form. PostNet shall redirect the mail for a period of one month if requested by the client and thereafter have no responsibility to redirect mail on behalf of the Client.

2.14 In addition to the general indemnity contained in paragraph 2.11 above, the client specifically agrees to keep PostNet indemnified and to hold it harmless against all loss or damage that the client may suffer as a result of PostNet having to terminate the services envisaged in terms of this Mailbox Rental Agreement to the client as a result of any change to, or the enforcement of, any applicable statute or legislation. This indemnity shall remain of full force and effect for the duration of this Mailbox Rental Agreement. PostNet, in the event of this occurring, undertakes to reimburse the client with its pro rata rental paid in terms of paragraph 2.7, for the months in which PostNet was not able to deliver the client's mail and/or postal items and/or parcels and render the services envisaged herein

2.15 This agreement may be terminated by either party by 3(three) months giving in writing to the other party, and in the case of the Client terminating, no refund of rental fees for the unexpired period shall be made. This Agreement constitutes the entire Agreement between the parties, and no conditions, stipulations, warranties or representations by either of the parties or their agents, whether made prior or subsequent to the signing of this Agreement, shall be binding on either of the parties unless in writing and signed by PostNet and the client.

Executed at _____ on the _____ day of _____ 20____

AS WITNESSES:

1. _____

CLIENT

2. _____