



## **NEW GERMANY INDUSTRIAL PARK**

### **CONDUCT RULES**

#### **1. Preamble**

- 1.1 The Park Rules are implemented in terms of Annexure A of a Tenant's Lease Agreement to ensure the efficient control of the Park and may be added to or amended by the Landlord from time to time.
- 1.2 All occupiers, tenants and visitors are at all times bound by these Park Rules.
- 1.3 All tenants of units and any other persons granted rights of occupancy are obliged to comply with these Park Rules insofar as they may be applicable.

#### **2. Admission**

- 2.1. The Landlord reserves the right to refuse admission to the Park where, in its opinion, it is in the best interests of tenants, their employees and visitors to do so, e.g. where a person is under the influence of alcohol or drugs.
- 2.2. All persons entering the Park do so at their own risk and indemnify the Landlord against any claims for any loss, damage or injury suffered in or on such premises or in the precincts thereof. All such persons further undertake to adhere to any searching procedures as laid down by the Landlord.

#### **3. Animals**

- 3.1. No animals of whatever kind will be permitted to be kept in a Tenant's premises or any other place within the Park without the prior written consent of the Landlord and, where granted, subject to such conditions as the Landlord may impose. The Landlord will be entitled to withdraw such consent at its discretion by giving notice to that effect.

- 3.2. In the event of any animal being introduced into the Park without the prior written consent of the Landlord, the Landlord may call upon the Tenant to immediately remove such animal. In the event of the Tenant failing to do so, the Landlord may, entirely at its discretion, facilitate its removal from the Park by any such means as it may deem fit and recover such costs thereof from the Tenant.

#### 4. **Damage or Alterations to Property**

- 4.1. In terms of Annexure A of its Lease Agreement:

4.1.1. A Tenant shall not mark, paint, drive nails, screws, or in any other way damage or alter any part of its premises and the common property including but not limited to roads, gates and walls. In the event of a Tenant doing so and failing to make the necessary repairs upon request, then the Landlord may, at its discretion, make such repairs and recover the costs from the Tenant.

4.1.2. A Tenant may install any locking device, safety gate, burglar bars or other safety device for the protection of its unit, provided that the Landlord has first approved in writing the nature and design of the device and the manner of its installation.

4.2. A Tenant is responsible for and required to make good any damage to the common property caused by itself, employees, customers and suppliers.

#### 5. **Emergency Evacuation Plan**

5.1. In the most unlikely event of the need to evacuate the Park because of flood, fire, explosion, riot or sabotage, a canister siren will be used to initiate the emergency evacuation by letting off 3 x 5 second bursts.

5.2. All Tenants should then immediately leave their premises in an orderly manner by the most direct route and proceed to their respective assembly point area.

5.3. These areas are:

5.3.1. Tenants using the Blase Road entrance to proceed to the tarred area outside of the gate.

5.3.2. Tenants using the Chelsea Avenue entrance to proceed to the bin area to the right hand side of the gate.

5.3.3. Tenants using the Escom Road entrance to proceed to the bin area to the left hand side of the gate.

- 5.3.4. Tenants using the top Valley View Road entrance to proceed to the grassed area to the right hand side of the gate.
- 5.3.5. Deneb Group employees using the bottom Valley View Road entrance to proceed to the grassed area to the right hand side of the gate.
- 5.4. The emergency controllers who will co-ordinate the evacuation and liaise with the necessary authorities, e.g. police, fire, etc, are Tertius Viljoen, cell phone number 082 907 7566.

## 6. **Eradication of Birds & Pests**

A Tenant shall keep its premises free of birds, white ants, borer and other wood destroying insects and, to this end, will permit the Landlord and its duly authorized agents or employees to enter upon the premises from time to time for the purposes of inspecting and taking such action as may be reasonably necessary to eradicate such pests.

## 7. **Floor Loading**

A Tenant must adhere to the allowable load bearing, as provided for in Annexure B to its Agreement of Lease, for both warehouse and yard space.

## 8. **Litter**

A Tenant shall not deposit, throw or permit or allow to be deposited or thrown on the common property any rubbish, refuse or waste of whatsoever nature. Any accidental or other spillage on the roads or common property must be removed by the tenant immediately.

## 9. **Maintenance**

Tenants are required to allow the Landlord access to undertake necessary maintenance to the common areas and site services, including electrical sub stations, transformers and switch gear, access to which should be kept clear at all times.

## 10. **Noise & Nuisance**

- 10.1. A Tenant undertakes that it will conduct its business, which includes the actions of its employees and visitors, in such a manner as not to constitute or become a nuisance to the Landlord or any other tenant in the Park. Nuisance includes excessive noise and the emission of pollutants into the atmosphere.

- 10.2. Specifically a tenant shall:

- 10.2.1. Not permit or cause any disorderly conduct in the unit or in the Park.

10.2.2. Neither do, nor permit to be done, in the unit or in the Park anything which, in the opinion of the Landlord, may be a nuisance to, or which may in any way interfere with, the other tenants in the Park and/or neighbourhood, nor contravene any law or regulation (Municipal or otherwise) or Park rule, where applicable.

10.2.3. The consumption of alcohol and/or smoking and/or socializing in the common areas of the Park is not permitted.

## 11. **Outside Appearance**

10.1 A Tenant shall not place or do anything on its premises or any part of the common property, including front doors, roller shutters, roof, walls and yard areas which, in the discretion of the Landlord, is aesthetically displeasing or undesirable.

10.2 A Tenant may not install any yard fence, air conditioning unit, awning, aerial or DStv dish without the Landlord having first approved in writing the nature and design of the device and the manner and location of its installation.

## 12. **Refuse & Waste**

12.1. Tenants will supply and maintain in a hygienic and dry condition a refuse container, in conformance with municipal regulations, for the disposal of domestic refuse only which container shall be placed **in the area of** the Park designated by the Landlord.

12.2. The Landlord will remove domestic refuse at least weekly.

12.3. A Tenant will ensure, before refuse is placed in such container, that it is securely wrapped or, in the case of tins or other containers, completely drained.

12.4. All industrial refuse and waste in excess of that placed in the refuse containers must be removed by a Tenant at least weekly, unless the Landlord agrees otherwise.

## 13. **Security**

13.1. For security purposes, the Park is divided into 4 zones, each of which has its own designated security gate. These zones are:

- Zone 1 – Blase Road security gate
- Zone 2 – Chelsea Avenue security gate
- Zone 3 – Escom Road security gate
- Zone 4 – Valley View Road security gate

- 13.2. All vehicles, employees and visitors are required to use the designated security gate applicable to the respective premises occupied by a Tenant.
- 13.3. All vehicles, employees and visitors will be monitored on entering and leaving through one of the designated security gates and are liable to be searched.
- 13.4. A Tenant will be issued with a security disc for each of its vehicles and a swipe card for each employee. These are non-transferable and, in the case of vehicles, are required to be prominently displayed to allow entry or exit. Employees on foot will need to swipe their card on entry and exit at the respective turnstile located at each security gate.
- 13.5. A Tenant will be issued with one free security disc and swipe card for each vehicle and employee registered with the Landlord. Should it be necessary to replace these for any reason, then a charge of R300 will be levied by the Landlord for each replacement which will be added to a Tenant's immediate next rental invoice.
- 13.6. A Tenant's visitor in a vehicle will be allowed entry and exit through being swiped through the boom of the applicable security gate by the Landlord's security staff. Likewise a pedestrian visitor will need to be swiped through the respective turnstile. Tenants are required to advise the security staff at their designated security gate of expected visitors and, in the case of pedestrian visitors, are requested to escort them to and from their premises.
- 13.7. Tenants, their employees and visitors will be able to enter and exit the park at any time, 24 hours a day, 7 days a week. However, for security reasons, the roadway gates at each of the four designated entrances will be closed at night from 18h00 to 06h00 and will need to be opened for vehicles during these hours.
- 13.8. Under no circumstances may fire arms be brought into the Park other than with the Landlord's prior written consent.
- 13.9. The Landlord will provide access controlled security to the park but it is the individual Tenant's responsibility to secure and, if necessary, alarm the premises it occupies.

#### 14. **Signs & Notices**

- 14.1. A tenant must not place any externally visible sign, notice, billboard or advertisement of any kind whatsoever on any part of its premises or on the common property without the prior written consent of the Landlord.

- 14.2. All signs, notices, billboards or advertisements requiring Municipal approval and consent must first be obtained by a Tenant, who will be responsible for all and any costs in relation thereto.
- 14.3. Should any signage or advertising material of any nature be erected without first having been approved by the Landlord and/or the Municipality, the Landlord shall have the right to remove same at the cost of the Tenant. Any damage caused as a result of the installation or removal of such signage will be for the Tenant and any penalties imposed by any relevant authority will be for the Tenant's account.

15. **Storage of Inflammable or Other Dangerous Materials**

A Tenant may only store inflammable or other dangerous materials with the prior written consent of the Landlord.

16. **Utility Deposits**

Electricity and water are supplied by the Landlord and separately metered to a Tenant. A deposit of two months consumption, either in cash or by way of bank guarantee, must be given to the Landlord upon request.

17. **Vehicle Control**

- 17.1. No person shall park or stand any vehicle upon the common property, or permit or allow any vehicle to be parked or stood upon the common property, without the prior written consent of the Landlord. A Tenant is responsible for ensuring that its employees and visitors only use their own demarcated parking bays and yard areas.
- 17.2. The Landlord may cause to be removed or towed away or wheel clamped at the risk and expense of a Tenant any vehicle parked, standing illegally, or allegedly abandoned on the common property, or in an area designated for the use of another Tenant.
- 17.3. The Landlord will not be held liable for any possible damage incurred in the clamping or towing away of such vehicles.
- 17.4. A Tenant must ensure that its vehicles and the vehicles of its employees and visitors do not drop oil or brake fluid onto the common property or in any way deface it. A Tenant shall be held responsible for repairs or remedial work where such becomes necessary. A Tenant shall not be permitted to dismantle or make major repairs to any vehicle on any portion of the common property without the prior written consent of the Landlord.

- 17.5. The speed limit within the Park is a maximum of 20 kms per hour. The Landlord may, however, if it considers it necessary or desirable to do so, impose a lower speed limit upon such roads or portions thereof as it may deem fit, either temporarily or permanently.
- 17.6. Vehicles may only be driven within the Park upon the constructed roads, portions thereof or areas designated for vehicular traffic and must not be driven in a warehouse or other premises under roof without the prior written consent of the Landlord.
- 17.7. All vehicles will keep to the left hand side of the road and the Landlord may, by means of appropriate signage, give such directions as to the use of roads or any portion thereof as in its discretion it deems fit, provided that such signs will, insofar as it is possible, be in accordance with the International Code of Road Signs currently in force.
- 17.8. A failure by any person to obey the road signs and give effect thereto constitutes a breach of these conduct rules.

18. **Breach of Conduct Rules**

- 18.1. In the event of any breach by a Tenant, its employees or visitors, such breach will be deemed to have been committed by the Tenant.
- 18.2. Notice of breach will be given in writing to a Tenant by the Landlord in terms of clause 11 of Annexure A to a Tenant's Agreement of Lease.
- 18.3. In the event of a first transgression of these rules, the Landlord will issue a warning to the Tenant. For any subsequent transgression, the Landlord may impose a fine of R500 on each occasion.
- 18.4. Should a Tenant consistently breach the conduct rules so as to justify the inference that, by its conduct, it has no intention or ability to comply therewith, then the Landlord shall be entitled to exercise its rights, as set out in clause 11 of Annexure A to a Tenant's Agreement of Lease.

Confirmed and accepted by the Tenant:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_