

## STORAGE LEASE AGREEMENT

("the Agreement")

between

**Storage Guru George (Pty) Ltd ("SGG")**

Registration Number 2021 / 355600 / 07

Situated at

**Pioneer Street, Pacaltsdorp, George, 6529 ("the Storage Facility")**

And

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**Full Names / Company Name ("the Tenant")**

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**ID / Company Registration Number**

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**VAT Number**

Storage Unit Number "the Storage Unit"

Unit Size  x

Rental fee including VAT ("the Rental") R

Admin Fee ("the Admin Fee") One Months Rental

Access Hours ("the Access Hours") 06h00 to 18h00

Late Fee ("the Late Fee") R 150.00

Commencement Date ("the Commencement Date")   /   / 2 0 2

Initial Term ("the Initial Term")  1 Month

Physical Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Work	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Emergency	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Postal Address \_\_\_\_\_

Code \_\_\_\_\_

Email

Gate Access numbers	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
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The Tenant confirms by His / Her signature here below that He / She has read, understood and agrees to all the terms and conditions set forth in the AGREEMENT and in the TERMS and CONDITIONS OF LEASE attached hereto and hereby agrees to comply therewith.

Cancellation of this agreement must be sent via email to [admin@storageguru.co.za](mailto:admin@storageguru.co.za) at least 20 days before the end of the month that you wish to cancel the AGREEMENT.

FOR THE TENANT:

Who warrants that he/she is duly authorised to execute this agreement

Name of signatory: \_\_\_\_\_

Capacity of signatory: \_\_\_\_\_

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

Place : \_\_\_\_\_

FOR SGG:



Scanned Signature

Who warrants that he/she is duly authorised to execute this agreement

Name of signatory: **Roger Stow**

Capacity of signatory: **Managing Director**

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

Place: \_\_\_\_\_



Initial Here

## TERMS AND CONDITIONS OF LEASE (“the Terms”)

These standard terms and conditions (“the/these Terms”) form part of the Storage Lease Agreement (“the Agreement”) between the Tenant and SGG in connection with the lease of the Storage Unit, located at the Storage Facility operated and managed by SGG as set forth in the Agreement to which these Terms are attached.

1. SGG hereby leases to the Tenant the Storage Unit (as described on the Agreement) located at the Storage Facility and the Tenant hereby accepts the lease upon the terms and conditions as set out in the Agreement.
2. The Tenant agrees that SGG has not warranted or represented to the Tenant that the Storage Unit is fit for the purpose for which it will be utilised by the Tenant. All Storage Unit sizes are approximate and SGG accepts no responsibility for their accuracy. In agreeing to the Terms of this Agreement, the Tenant accepts that it applies to the Storage Unit used by the Tenant and not any Storage Unit represented or shown to the Tenant before this Agreement was entered into.
3. Subject to the Tenant meeting its obligations in terms of this Agreement, the Tenant shall be allowed access to the Storage Unit during the hours as set out in the Agreement (“the Access Hours”) for the purposes of delivering, removing, substituting or inspecting the Goods. No access to the Storage Unit will be permitted for any other purposes or outside Access Hours. SGG will use its best endeavours to provide warning in advance of changes in Access Hours by notices at the Storage Facility, but reserves the right to change Access Hours to other reasonable access times at any time without giving any prior notice.
4. **The Tenant hereby consents that, and authorises SGG or it’s agent to, at all times:-**
  - a) **contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant;**
  - b) **furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the tenant’s dealings with SGG.**
5. SGG’s bank details for all payments will be on our invoices:

### DURATION

6. This Agreement will start on the Commencement Date and continue for the Initial Term and will end on the last day of the calendar month at the end of the Initial Term, subject to clause 14. The Agreement shall automatically **renew for further periods of 1 (one) calendar month** thereafter, subject to the provisions of clauses 7 and 40.
7. The Tenant agrees to provide **20 (twenty) days** written notice to SGG of his /her intention to vacate the Storage Unit and terminate the Agreement, provided that should such notice of termination expires prior to the end of a calendar month, the full month’s Rental shall still be payable in respect of that month. **SGG agrees to provide 20 (twenty) days written notice** to the Tenant of its intention to terminate the Agreement subject to the provisions of clause 39.

### ADMIN FEE

8. Upon signature of this Agreement, the Tenant shall be required to pay the Admin Fee set out in the Agreement to SGG, which Admin Fee shall not accrue interest, and shall be equal to 1 (one) month’s Rental.
9. SGG shall be entitled to use all or any part of the Admin Fee to cover the cost of any repairs to the Storage Unit or Storage Facility for which the Tenant is liable in terms of this Agreement or in law, and for any other costs or damages arising from the Tenant’s breach of any provision of this Agreement.
10. **The Admin Fee or balance thereof, as the case may be, shall be returned to the Tenant by no later than 30 (thirty) days after the date of termination of the Agreement.**
11. Should the Admin Fee not cover the cost of repairs or other costs incurred by SGG due to a breach by the Tenant, the Tenant will be liable for such costs as incurred by SGG.
12. It is specifically recorded that the Admin Fee may not be used by the Tenant as payment for the last month’s Rental or for any other Rental or charge or other amount due to SGG in terms of this Agreement without the prior written consent of SGG.

### RENTAL

13. In consideration for the lease of the Storage Unit, the Tenant shall pay SGG the Rental amount stipulated in the Agreement, it being acknowledged that SGG is not required to send out invoices or statements for monthly Rental charges.
14. The Rental is **payable monthly in advance on or before the 1<sup>st</sup> (first) day of each month by debit order or EFT.**
15. In the event that this Agreement commences on a day which is not the 1st day of a month, the Tenant will be liable for the pro-rated rental to the last day of the 1st month as well as the 2nd month’s rental.
16. Rental **payments made after the 1st day of the month are subject to payment of a late fee (“the Late Fee”)**. SGG is not required to provide notice to the Tenant that the Rental payment has not been received by SGG by the 1<sup>st</sup> day of the month.

17. All payments made to SGG pursuant to this Agreement shall be applied first to administrative charges and costs (such as Late Fees) before the balance shall be applied to accrued and unpaid Rental.
18. Subject to the provisions of clause 7, should the Tenant 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.
19. The Tenant agrees and acknowledges that:
  - 19.1 there are no pro-rated Rental refunds in the event that it vacates the Storage Unit before the last day of the month; and
  - 19.2 if the Storage Unit is vacated at any time without the required notice in terms of clause 6 having been provided, SGG shall be entitled to retain the Tenant's Admin Fee; and
  - 19.3 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.
20. SGG reserves the right to increase the Rental from time to time by giving written notice of not less than 30 (thirty) days. If the Tenant does not accept the increase, the Tenant shall be entitled to cancel the Agreement in accordance with clause 7 above.
21. The Tenant shall not be entitled to withhold, delay or abate payment of any amounts due to SGG in terms of this Agreement by reason of any breach or alleged breach of the obligations of SGG.

## INSURANCE

22. The Tenant hereby acknowledges that SGG does not carry any independent insurance which in any way covers any loss whatsoever that the Tenant may have or suffer by renting the Storage Unit or by using the Storage Facility and hereby expressly releases and indemnifies SGG, and their employees, directors, and agents from any liability for any losses and/or damages to any of the Tenant's Goods in or about the Storage Unit or Storage Facility caused by, amongst other things, fire, theft, water, rainstorms, tornado, explosion, riot, rodents, civil disturbances, insects, sonic boom, land vehicles, unlawful entry, or any other cause whatsoever, nor shall SGG be liable to the Tenant and/or the Tenant's guests or invitees or agents while in or about the Storage Unit or the Storage Facility and this indemnity extends to any claims by such persons.
23. All Goods shall be so stored at the Tenant's sole risk and the Tenant hereby assumes sole responsibility for the safety of the Goods and any loss or damage to the Goods stored by the Tenant in the Storage Unit at the Storage Facility.

## WARRANTIES

24. The Tenant hereby warrants to and in favour of SGG that:
  - 24.1 The Tenant is the lawful owner of all Goods stored at the Storage Facility and, where applicable, the natural person (i.e. the Signatory, as defined in clause 48) signing on behalf of the Tenant, is duly authorised by the Tenant to store the Goods and control access to the Storage Unit;
  - 24.2 The Tenant shall not place or keep in the Storage Unit or Storage Facility, food or perishable goods, plants, birds, fish, animals or any other creatures; explosives, flammable liquids, chemicals, radioactive materials, biological agents, toxic waste, asbestos or other materials of a potentially dangerous nature; any item which emits any fumes, smell or odour; any illegal substances, illegal items or goods illegally obtained; or anything that may damage the Storage Unit or Storage Facility in any way or other goods prohibited by law;
  - 24.3 The Tenant agrees to abide by any rules set by SGG governing the use of the Storage Facility from time to time and to comply with any reasonable instructions of SGG's employees, agents or contractors at the Storage Facility;
  - 24.4 The Tenant shall not permit or cause any damage to the Storage Unit or Storage Facility; and
  - 24.5 at the expiration or termination of this Agreement (as the case may be), The Tenant shall:
    - 24.5.1 remove its lock, vacate the Storage Unit and provide undisturbed possession of the Storage Unit to SGG;
    - 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 SGG; 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, and hereby indemnifies and holds SGG harmless from any liability or costs which may be incurred by SGG as a result of the Tenant's breach of the above warranties and furthermore indemnifies SGG against any claim or cause of action arising out of the Tenant's use of the Storage Unit or access to the Storage Facility.

## FURTHER OBLIGATIONS OF TENANT AND TERMS OF USE

25. The Tenant's mobile telephone number will be added to the access control systems database which will allow the Tenant access into the Storage Facility.
26. The Tenant agrees that entry will not be granted to the Storage Facility in any other manner.
27. The Tenant agrees that it shall be liable for any damage to the Storage Unit or the Storage Facility, and to any storage unit leased to other tenants, as a result of the Tenant's or the Tenant's agents', guests', invitees' or representatives' actions, and the costs of repair in respect thereof shall be billed to the Tenant accordingly.
28. The Tenant shall immediately notify SGG in writing of any change in the Tenant's contact details (including the Tenant's email address) set out in the Agreement.
29. The Tenant agrees not to let, sublet, or assign the whole or any part of the Storage Unit without the prior written consent of SGG in each instance.
30. The Tenant further agrees:
  - 30.1 to leave the aisles, stairway, service area, lift area and hoist areas of the Storage Facility clear, not to block other tenants' storage units and exercise courtesy to others and reasonable care for the Tenant's 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 Facility or 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 or the Storage Facility. The Tenant shall be charged the reasonable costs of disposing of such waste or refuse if the Tenant fails 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 Storage Facility for any purpose other than for the purpose of storing the Goods as specified in the Agreement whatsoever without SGG's prior written consent, which consent shall not be unreasonably withheld;
- 30.7** to inform SGG immediately in writing of any damage or defect to the Storage Unit; and
- 30.8** that SGG may, in its discretion, deny access to the Storage Unit and/or the Storage Facility in case of emergencies.
- 31.** Because the nature and type of the Goods being stored by the Tenant from time to time is entirely within the Tenant's discretion (subject to clauses 24.2, 30.3, 30.4 and 30.6):
- 31.1** The Tenant must ensure that the Storage Unit is suitable for the storage of the Goods that the Tenant stores or intends to store in it. SGG does not warrant or represent that any Storage Unit allocated to the Tenant is a suitable place or means of storage for any particular goods. SGG strongly advises the Tenant 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** The Tenant 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 the Storage Facility 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** the Tenant must complete an inventory of their Goods as proof thereof. SGG does not inspect the Goods when they arrive at the Storage Facility and shall not keep any records concerning, or any inventory of the Goods, nor shall SGG have any knowledge of their nature, condition or state of repair.
- 32.** In the event that the Tenant does not pay the Rental or other charges, the Goods are left in the Storage Unit at the Tenant's sole risk. SGG excludes any liability in respect of the Goods when payment of Rental or charges is overdue and excludes any duty of care howsoever arising.
- 33.** The Tenant must provide its own lock and keep the Storage Unit locked at all times, by using only one lock per unit door latch. The Tenant must ensure that the Storage Unit is locked so-as to prevent unauthorised entry when the Tenant is not using the Storage Unit. SGG reserves the right to remove any additional locks.
- 34.** The Tenant permits SGG and its agents and contractors to enter the Storage Unit and if necessary break the lock to gain entry: -
- 34.1** If SGG provides the Tenant not less than 10 (ten) 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 Storage Facility;
- 34.2** At any time without notifying the Tenant if SGG: -
- 34.2.1** reasonably believes 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 SGG's powers pursuant to clause 39;
- 34.2.2** wishes to ascertain whether the Storage Unit contains any items described in clause 24.2;
- 34.2.3** is required to do so by the Police, Fire Services, Local Municipality or by a Court Order;
- 34.2.4** believes it is necessary in an emergency for any purpose including that in clause 34.1;
- 34.2.5** obtains access in accordance with clauses 35 and 39; or
- 34.2.6** wants to prevent injury or damage to persons or property.
- 35.** This Agreement shall not confer on the Tenant any right to exclusive possession of the Storage Unit:
- 35.1** SGG may at any time by giving the Tenant 7 (seven) days' written notice require the Tenant to remove the Goods from the Storage Unit to another storage unit specified by SGG 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 Storage Facility which in SGG's opinion requires the Storage Unit or any part of the Storage Facility to be closed or sealed off; or
- 35.1.2** if the Storage Facility or any part of the Storage Facility is closed for redevelopment.
- 35.2** SGG agrees to pay the Tenant's reasonable costs of removal which have been approved in writing by SGG in advance of the removal.
- 35.3** If the Tenant does not arrange the removal of Goods to the alternative storage unit by the date specified in SGG's notice, the Tenant agrees that SGG and its agents and contractors may enter the Storage Unit and do so. In doing so, SGG and its agents and contractors will act as the Tenant's agent and the removal will be at the Tenant's risk (except for loss or damage caused wilfully or negligently by SGG and its 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 SGG's Rental at the rate set out in the Agreement and amended from time to time in accordance with this Agreement will continue to apply to the Tenant's use of the alternative storage unit.
- 36.** In the event that the Tenant chooses to make use of SGG's transport service, the Tenant hereby agrees to abide by the terms of use applicable to such service (which will be provided to the Tenant separately should it choose to make use thereof) and hereby further acknowledges and agrees that:
- 36.1** such service is only available for a move-in and is not available for transporting the Goods when the Tenant vacates the Storage Unit, unless the Tenant agrees to pay the prevailing rates charged by SGG and agrees to abide by the terms of use applicable to such service;
- 36.2** by using such service the Tenant shall be deemed to indemnify and hold harmless SGG, and their employees, directors, and agents from any liability and against any loss or damage the Tenant may suffer as a result of using such service; and
- 36.3** The Tenant shall make use of such service entirely at its own risk.

#### LIMITATION OF LIABILITY

- 37.** SGG shall not be liable to the Tenant or any third party, whether in contract, delict or otherwise, for any direct, indirect or consequential damages 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.

#### BREACH

- 38.** If the Tenant:
- 38.1** commits a material breach of this Agreement and fails to remedy such breach within the time period specified in terms of as may be specified by SGG by way of written notice to the Tenant, as the case may be; or
- 38.2** goes into provisional or final liquidation or has a petition presented for its winding up or liquidation; or

- 38.3 commits a material breach of this Agreement that is not remediable then (and in any such case) SGG 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 the Tenant for any loss or damage which may be occasioned, give written notice to the Tenant to terminate this Agreement;
- 38.4 is in arrears with Rental and/or any other amounts due and payable to SGG on or after the 1st of the month in respect of which such Rentals or other amounts fall due, then the Tenant agrees that SGG shall be entitled to deny the Tenant 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 the Tenant to SGG from time to time under this Agreement or any other agreement between the Tenant and SGG arising from or in connection with this Agreement ("the Tenant's 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 1<sup>st</sup> (first) day of each month and, in respect of any sum being due under any other related agreement between SGG and the Tenant, payment within 10 (ten) 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 the Tenant's Debt:
- 39.2.1 SGG is relieved of any duty howsoever arising in respect of the Goods; and
- 39.2.2 the Goods are held solely at the Tenant's risk and SGG shall be able to immediately exercise the lien described below.
- 39.3 The Tenant hereby acknowledges and agrees that in addition to the pledge provided for in clauses 42 to 44 below, SGG shall have a lien on all Goods stored within the Storage Unit to secure payment of all amounts due to SGG under this Agreement and that in terms of such lien, the Tenant shall not be entitled to remove any Goods from the Storage Unit until payment of the Tenant's Debt in full has been received by SGG in cash, debit order or electronic funds transfer.
- 39.4 **In default of the Prompt Payment of the Tenant's Debt, the Tenant authorises SGG: -**
- 39.4.1 **to refuse the Tenant and the Tenant's agents access to the Goods, the Storage Unit and the Storage Facility;**
- 39.4.2 **to gain access to the Storage Unit and in the presence of an appraiser and witness, inspect and make an inventory of the goods; and in SGG's sole discretion do any one or more of the following:**
- 39.4.2.1.1 **To cancel this Agreement on written notice to the tenant to that effect and without derogating from the rights of SGG to claim any arrear rentals and / or other amounts payable to it and to claim and recover from the Tenant such damages as may be suffered in consequences of such breach and / or cancellation and / or;**
- 39.4.2.1.2 **Sell the goods by private arrangements or public auction to defray any unpaid rentals, or costs associated with the collection of fees and / or the costs of disposal of the goods and / or;**
- 39.4.2.1.3 **Dispose of the goods in any other reasonable manner as SGG sees fit.**
- 39.4.2.1.4 **Remove the Goods to another Storage Unit or Storage Facility and the Tenant agrees to be liable for any damage, loss or expenses incurred as a result thereof; and**
- 39.5 In the event that the Tenant's Debt is not paid 30 (thirty) days after the first day of the month or the Tenant fails to collect the Goods after SGG has required the Tenant to collect them or upon expiry or termination of this Agreement, SGG 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 SGG and secondly in paying the Tenant's Debt and to hold any balance for the Tenant. Interest will not accrue to the Tenant 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 SGG and the Tenant's Debt (including the costs described in clause 40), the Tenant must pay any balance outstanding to SGG within 7 (seven) days of a written demand from SGG, which will set out the balance remaining due to SGG after the net proceeds of sale have been credited to the Tenant. Interest will continue to accrue on the Tenant's Debt until payment has been made.
- 39.7 Before SGG sells / disposes of the Goods, SGG will give the Tenant notice in writing of the amount of the Tenant's Debt at the date of the notice and that in default of payment within 10 (ten) days of the date of the notice, SGG will sell the Goods in the manner set out in the said notice. The Tenant agrees that SGG shall not be obliged to give the Tenant any further notice of any intended sale.
- 39.8 If the Goods cannot reasonably and economically be sold (for any reason whatsoever) or they remain unsold despite SGG's efforts, the Tenant authorises SGG to treat them as abandoned by the Tenant and to destroy or otherwise dispose of them at the Tenant's cost.
- 39.9 The Tenant will pay SGG's reasonable costs incurred in administering the debt collection and sale process described in this clause. These costs will include (without limitation) auction costs, removal costs, cleaning costs and the reasonable charges for SGG's own time.
- 39.10 If the Tenant's Debt is paid to the satisfaction of SGG prior to the Goods being sold, SGG shall restore the Tenant's access to the stored Goods. In such an event, it shall be the Tenant's responsibility to replace their lock at the time of payment to ensure the security of its Storage Unit.
40. In addition to the above remedies:
- 40.1 In the event SGG institutes any legal action against the Tenant as a result of non-payment of Rental and/or any other amounts due to SGG in terms of this Agreement, the Tenant agrees to pay a penalty of 30% (thirty percent) of the outstanding Rental;
- 40.2 The Tenant agrees that in the event of any legal action being instituted against the Tenant pursuant to clause 40.1 or as a result of a breach of this Agreement, the Tenant 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.
41. A partial payment of amounts in arrears will not stop fees or charges being incurred or official procedures being implemented. Any agreement between the Tenant and SGG 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 its obligations in terms of this Agreement, the Tenant hereby pledges to SGG all goods stored by the Tenant in the Storage Unit.
43. The Tenant agrees that the act of storing goods in the Storage Unit will constitute delivery of the said goods to SGG thereby constituting the pledge.
44. SGG shall have the right of par ate execut ie, 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 the Tenant at the **Storage Unit number of the Tenant at Storage Guru George, Pioneer Street, Pacaltsdorp, George, 6529**, subject to clause 51 below, as set forth in the Agreement; and (i i) in the case of SGG at **Pioneer Street, Pacaltsdorp, George, 6529 or admin@storageguru.co.za**. Notices shall be delivered personally or by courier or by 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, the Tenant agrees that written notice provided by email to the email address specified by the Tenant in the Agreement, and updated by the Tenant from time to time in accordance with clause 28, will be deemed to be valid written notice provided.

## GENERAL

47. Any right granted herein to SGG may be exercised by SGG's agent or other representative or agent.
48. If this Agreement is signed for the Tenant by a person ("the Signatory") acting as an agent representative of the Tenant, then that Signatory in their personal capacity shall be liable for all the obligations imposed on the Tenant in terms of this Agreement in the event the Tenant fails to comply with its obligations in terms of this Agreement.
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 SGG to the Tenant shall be deemed in any way to affect, prejudice or derogate from the rights of SGG 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 shall in writing by the parties to this Agreement.
53. If any provision of this Agreement is unenforceable 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 Facility should be destroyed or damaged so that it can no longer be beneficially occupied by the Tenant, 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 the Tenant transfers the contents of the Storage Unit to a different storage unit ("the New Unit") at the Storage Facility for whatever reason, these Terms, the Agreement 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. Any defined terms not defined in these Terms shall have the meaning given to them on the Agreement to which these Terms are attached.
59. 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 which has jurisdiction over the Tenant shall have jurisdiction to hear any action or proceeding that may arise out of this Agreement.

# ACKNOWLEDGEMENT BY TENANT

Initial Here

1. We utilise the services of Tenant Property Network (TPN) ([www.tpn.co.za](http://www.tpn.co.za)) who are a registered credit bureau, to administer our rental book and contracts. Your payment profile will be captured by us on their system and may be used by TPN at any time.
2. You will receive an invoice via email from us on the 20<sup>th</sup> of each month for the following months rental fee.
3. All rental payments are payable in advance by the 1<sup>st</sup> of every month.
4. All goods in the Storage Unit are subject to a debtor / creditor lien for all the rentals and any other amounts owing to SGG by the Tenant.
5. If your rental payment is not received by the 1<sup>st</sup> of the month, you will be liable for the "Late Payment Fee".
6. If your rent is not paid by the 5<sup>th</sup> (fifth) of each month you will receive a Final Demand via email indicating that your account is in arrears and that payment must be made within 21 days.
7. If you have still not paid your outstanding rent within 21 days of Final Demand for Payment you will be advised to vacate your storage within 2 days.
8. If the Storage Unit has not been vacated within 2 days, the goods will be deemed to have been **abandoned by yourself and may be disposed off as we see fit**. We will get an appraiser to make an inventory of the goods and the goods will be removed from the Storage Unit and be **taken to an auction facility**, where they will **be sold on a public auction** to recover any outstanding rentals and costs related to the disposal of the goods.
9. **We do not accept any responsibility for the goods after they have been removed from the storage unit.**
10. Thereafter if there are any remaining outstanding fees we will list your debt with Tenant Property Network ([www.tpn.co.za](http://www.tpn.co.za)) who will register a judgement against you for the recovery of the outstanding debt.





I / We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**MANDATE**

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned bank as if the instructions had been issued by me/us personally.

**CANCELLATION**

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**ASSIGNMENT**

I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
**Signature 1**

\_\_\_\_\_  
**Signature 2**

\_\_\_\_\_  
**Name of Signatory 1**

\_\_\_\_\_  
**Name of Signatory 2**

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**ID Number**

**ID Number**

**SIGNATURES AS USED FOR SIGNING CHEQUES – Must be whatever your bank mandate is**

