



# STORAGE UNIT CONTRACT

Body Corporate of That Storage Place

postal address: P.O. Box 31142, Tokai, 7966

physical address: 123 New Eskdale Street, Paarl

tel: 021 863 0141 | fax: 021 700 3700 | email: davec@prescient.co.za

## Customer Details:

Name: ..... Storage unit no.:  
 ID no.: ..... VAT no.: .....   
 Address: .....  
 Tel no.: (h) ..... (w) .....  
 (c) ..... (f) .....  
 Email: .....  
 Type of goods to be stored: .....

## Alternate Contact Details:

Name: .....  
 Address: .....  
 Tel no.: (h) .....  
 (c) .....  
 Email: .....

## Work Contact Details:

Company Name: .....  
 Work Address: .....  
 Work Tel no.: .....

Storage unit no.:

@ R ..... per month

Occupation date:

Anticipated duration:

From:	To:	Days:
<input type="text"/>	<input type="text"/>	<input type="text"/>

Rent amount:

*if hire period less than one month*

Monthly rent:

*if hire period more than one month*

Add VAT on rent:

Deposit:

**TOTAL:**

*to be paid on signature*

Full name of customer's representative:

Representative's cell number: .....

Email address: .....

Once the initial rent and the deposit have been paid and received, this agreement serves as a tax invoice. By his/her signature the customer acknowledges the suitability of the unit and accepts that he/she is bound by the conditions printed on the reverse of this page.

.....  
for That Storage Place

.....  
Date

.....  
Customer

## TERMS AND CONDITIONS OF STORAGE

### 1. ACCESS

The Customer will have biometric access to the facility and his/her storage unit at all times. The Customer must appoint another person as his/her representative to have access to the unit in case the Customer is incapacitated or unavailable for any reason. In order to gain access to the unit, the representative must call at the facility with his/her own identity document, and a certified copy of the Customer's identity document. The full name of the Customer's representative must be recorded on the reverse of this document.

### 2. TYPE OF GOODS

The Customer must not store anything in the unit which is malodorous, illegal, hazardous or which constitutes any type of nuisance or risk for the staff or other customers of the facility. Anything stored in violation of this clause will be removed and disposed of without notice or compensation to the Customer. The Customer will be liable for the costs of such removal and disposal.

### 3. USING AND VACATING THE UNIT

The Customer must not allow the unit to be used by any person as accommodation, or as a dwelling or shelter. The unit must be used only to store moveable property. The Customer must give the Trust fourteen (14) days' written notice of the Customer's intention to vacate the unit. The Customer must leave the unit empty, clean and undamaged. The Customer must vacate the unit by 16h00 on the last day of the hire period.

### 4. RISK

The Trust will use its best efforts to keep the Customer's stored property safe. However, the Trust will not be liable for the loss of or any damage to the Customer's property, no matter how or by whom that loss or damage is caused. It is the Customer's responsibility to insure his/her own property.

### 5. LOCKING THE UNIT

The Customer must lock the unit with his/her own padlock, using only one of the bolts provided. Only the Trust is entitled to lock the other bolt.

### 6. RENT AMOUNT

The Trust is entitled to increase the monthly rent at any time on one (1) calendar months' written notice to the Customer, and to adjust the Customer's debit order accordingly.

### 7. PAYMENT OF RENT

The rent and VAT must be paid in advance, by debit order, on or before the first day of every month. If the rent is paid late, the Trust is entitled, in addition to its other rights, to a late payment fee of R250 (two hundred and fifty rand).

### 8. THE DEPOSIT

The deposit will be refunded to the Customer after any deductions for unpaid rent, late payment fees, the costs of cleaning or repairing the unit and the costs of disposing of property left at the unit.

### 9. BREACH

9.1 If the Customer fails to pay the rent on due date, the Trust will notify the Customer in writing and will itself lock the unit to prevent access by the Customer until the rent and late payment fee have been paid.

9.2 If the Customer fails to pay the rent (and any late payment fee) within fifty (50) days after due date, the Trust will notify the Customer in writing that his/her property will be sold to defray outstanding rent and other charges due in terms of this agreement.

9.3 If the Customer fails to pay the outstanding rent and other charges within ninety (90) days after due date, this agreement will be deemed to be cancelled.

9.4 If the Customer breaches any other term of this agreement, the Trust will be entitled, by written notice to the Customer, to cancel this agreement.

9.5 If this agreement is cancelled :

9.5.1 The Trust will be entitled to break the Customer's lock and retake possession and occupation of the unit without notice to the Customer and without obtaining any order from any court.

9.5.2 The Customer will be deemed (subject only to 9.5.5. below) to have ceded and assigned to the Trust ownership of all property stored in the unit.

9.5.3 The Trust will be entitled to sell or otherwise dispose of that property without further notice to the Customer.

9.5.4 If that property is sold, and if the net price realised by the Trust (less VAT and the other costs and charges of sale) is less than or equal to the amount of the Customer's total outstanding liability to the Trust in terms of this agreement, the Trust will be entitled to retain the whole of that net price, without prejudice to the Trust's right to recover any amounts still owed by the Customer.

9.5.5 If that property is sold, and if the net price realised by the Trust exceeds the Customer's total outstanding liability to the Trust in terms of this agreement :

9.5.5.1 The Trust will be entitled to retain that portion of the net price which is equal to the amount of the Customer's total outstanding liability to the Trust; and

9.5.5.2 The Trust must refund the remaining balance of the net price to the Customer.

### 10. SERVICE ADDRESS

The Customer chooses the physical address on the reverse of this form as his/her service address for all legal process. The Customer chooses the fax number and the email address on the reverse of this form as the addresses where he/she will accept any notice in terms of this agreement.

Customer initial: