SELF-STORAGE TERMS AND CONDITIONS

1. Conditions of Rental
1.1. The Lessor requires a deposit equal to 1 month’s rent from the Lessee, subject to the ability to recover costs by disposing of the goods in the Speedstore container as agreed to in paragraph 4 herein;
1.2. The Lessor’s annual increase occurs on each 1 March of every succeeding year, regardless of the date of commencement of this agreement and shall be an increase of 8%, or less at the discretion of The Lessor;
1.3. The Lessee is obliged to disclose a short description of the goods to be stored in the container. The Lessor reserves the right to request the Lessee to supply the Lessor with a complete inventory of the goods stored in the container, which the Lessee undertakes to do on demand;

2. Termination of Rental
2.1. If the parties did not agree on a termination date at the time of entering of this agreement, then the Lessee shall give the Lessor 30 days written notice by e-mail or otherwise of termination. If the Lessor receives the notice prior to the 15th day of the month of termination the Lessee will be invoiced up to the 15th day of such said month;

3. Conditions of Use
3.1. The Lessee may use the Speedstore container for storage purposes only;
3.2. No additional fittings or attachments will be allowed within or outside the Speedstore container;
3.3. The Lessee agrees to leave the Speedstore container clean and undamaged at the conclusion of the agreement and all costs of cleaning shall be for the Lessee in that regard;
3.4. The Lessee agrees that he/she will not store any material that might constitute a fire hazard, be explosive or unstable chemicals, have an offensive odour or be a nuisance, damage the storage facility or Speedstore container; be a firearm or ammunition, be hazardous in any other way or be an illegal substance or object;
3.5. The Lessor reserves the right to call upon the Lessee to remove any items of this nature found in the Speedstore container, failing which, The Lessor may at its discretion, remove and dispose of such materials without the consent or co-operation of the Lessee;
3.6. No goods obtained unlawfully may be stored in the container and premises of Speedstore;
3.7. If a dispute arises between the Lessee and a third party regarding the ownership or control of the goods stored in the container, the Lessee shall remain liable for the payment of the monthly rental;

4. Payment & Security
4.1. Payment is due on the date as described elsewhere in this agreement;
4.2. The Lessee will sign a debit order form authorising the Lessor to deduct the monthly lease amount.
4.3. Invoices and statements will only be sent electronically to the Lessee’s email address that it provides the Lessor with from time to time;
4.4. Further, late payments will carry an BWP 85 administration fee per week, until all outstanding payments are received;
4.5. Interest on accounts overdue for more than 30 days will be charged at the rate of 2% per month;

5. Facility Use and Access to Speedstore container
5.1. The Lessor may access the premises of the Lessor during the times as set out hereunder and make use of its facilities as and when they require with the supervision of the Lessor’s staff, provided that all amounts due have been paid in full.
5.2. The Lessee hereby indemnifies and holds the Lessor harmless against any claims which may result from either the Lessee, his agents or contractors, or any person brought onto the premises by the Lessee, using the premises and facilities and suffering bodily harm or death or any other damages whatsoever, however arising;
5.3. Access control will be given upon verification of a valid OMANG and issuing of a security tag with predefined access hours programmed on the tag. The tags will be issued free of charge, however additional tags can be issued at a cost of BW 85;
5.4. Should a lessee fail to pay the monthly costs his tag will be blocked;
5.5. Access will be:
5.5.1. weekdays between 07h00-19h00;
5.5.2. Saturdays between 07h00 – 17h00;
5.5.3. Sundays from 08h00 – 13h00;
5.5.4. Alternatively after hour access can be arranged in advance.
5.6. For emergency reasons all locks must be capable of being cut with a bolt cutter, but no Lessee shall be allowed to cut any lock, including its own locks for any reason whatsoever. The Lessee shall request staff assistance with lock cutting;
5.7. The Lessee undertakes to accept the directives of the Lessor’s staff on duty;

6. Rental Speedstore Container on Site
6.1. The Lessee is fully liable for any damage it may cause to the property of Speedstore, including damage to the container;
6.2. The Lessor warrants that he/she is the lawful owner or possessor of all property stored in the Speedstore container;
6.3. All property stored by the Lessee is at the sole risk of the Lessee. The Lessor will make every effort to protect and secure all property belonging to the Lessee but will not be liable under any circumstances for any damage, destruction or theft of such property, nor for any consequential damages. Should the Lessee be a legal person, the natural person signing this Agreement hereby declares that he is duly authorised to store and control access to the stored property, that he is duly authorised by the legal person to declare that the property stored belongs to the legal person, and fully indemnifies The Lessor against any claim to the contrary;

7. Insurance
The Lessee is responsible for its own insurance arrangements in so far as the contents of the Speedstore container is concerned, and holds Speedstore harmless against any damages or other claims it may suffer.

8. General
9.1. Any act of relaxation, indulgence or grace granted by the Lessor to the Lessee shall not operate as or be deemed to be a waiver by the Lessor of its rights hereunder or as a novation of these Terms and Conditions;
9.2. The Lessor reserves the right to alter these Terms and Conditions at any time by posting notification that the Terms and Conditions have changed on the website. The Lessee will be responsible for reviewing any such changes each time you access the website and your continued use of the website after the changes have been posted to the website constitutes your acceptance of the Terms and Conditions as amended by the posted changes;
9.3. In the Agreement the Lessor shall mean Speedspace Botswana (Pty) Ltd., and the Lessee shall be the person or company whose details appears on the overlay as Lessee.
9.4. In the event where the Lessee need to institute legal action, the Lessee will be liable for the legal costs on the scale of Attorney and Client.
9.5. The Lessee confirms his domicilium to be at the address elsewhere in this agreement.

Signed at ________________________ on this ______________ day of ___________ 20____

Witness: __________________________ Lessee: __________________________