

SELF-STORAGE TERMS AND CONDITIONS

- 1. Conditions of Rental
1.1. The Lessor requires a deposit equal to 1 months rent from the Lessee...
1.2. The Lessor's annual increase occurs on each 1 March of every succeeding year...
1.3. The Lessee is obliged to disclose a short description of the goods to be stored in the container...
2. Termination of Rental
2.1. If the parties did not agree on a termination date at the time of entering of this agreement...
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 agree to leave the Speedstore container clean and undamaged at the conclusion of the agreement...
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...
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...
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.
4.6. In the event where the Lessee fails to pay any amount(s) due, which includes arrear rental and/or other damages suffered by the Lessor, the following will occur without further notice to the Lessee:
4.6.1. The Lessee hereby pledge all the goods stored by it at the premises of the Lessor as security for payment of the due amount(s);
4.6.2. The Lessor will be in possession of the goods and will lock the Speedstore container with its own lock.
4.6.3. It is further agreed that the Lessor then have the right to attach and sell the goods, at a reasonable price, without a court order, to cover its losses and/or damages.
4.6.4. In the event where the sale of the goods is not enough to cover all amounts and expenses due, the Lessee will be liable for the shortfall.
4.6.5. In addition the Lessor may terminate this agreement by e-mail notice, and without prejudice to any other rights and/or remedies which may be available to it claim damages from the Lessee;
4.7. The Lessee acknowledges that his/her attention has been drawn to the provisions of this clause and that the notice periods and remedies provided for herein are fair and reasonable in all aspects.
5. Facility Use and Access to Speedstore container
5.1. The Lessee 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...
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...
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...
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...
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.
7. Risk Management;
7.1. The Lessee warrants that he/she is the lawful owner or possessor of all property stored in the Speedstore container;
7.2. 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...
8. Insurance
The Lessee is responsible for its own insurance arrangements in so far as the contents of the Speedstore container is concerned...
9. 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...
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...
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 overleaf as Lessee.
9.4. In the event where the Lessor 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: _____