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 e-mail enquiries@speedstore.co.bw  
 website www.speedstore.co.bw

COMPANY\FULL NAMES AND SURNAME: \_\_\_\_\_ (THE LESSEE)

VAT NO / IDENTITY NO: \_\_\_\_\_

LANDLINE NO: \_\_\_\_\_ CELLULAR NO: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

(DOMICILIUM ADDRESS) CODE: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

CODE: \_\_\_\_\_

DESCRIPTION OF GOODS: \_\_\_\_\_

RENTAL PERIOD:  (Tick here if the Rental Period Is Month to Month)

START DATE: \_\_\_\_\_

DAY OF EACH

FIRST PAYMENT DUE DATE **1<sup>ST</sup> DAY OF EVERY MONTH**

THEREAFTER, MONTHLY ON **LAST**

MONTH

UNIT SIZE	MONTHLY COST (Incl. Vat)	QUANTITY	RS NUMBER	FUDU NUMBER	MONTHLY DEBIT AMOUNT
6m x 2.4m (14.4m <sup>2</sup> )	BWP 950.00				
12m x 2.4m (28.8m <sup>2</sup> )	BWP 1,700.00				
CARS, TRAILERS, BOATS	BWP 950.00				
					Cash # / EFT

SIGNATURE: \_\_\_\_\_

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE OVERLEAF OF THIS DOCUMENT,  
 AS AMENDED FROM TIME TO TIME.



## SELF-STORAGE TERMS AND CONDITIONS

### 1. Conditions of Rental

- 1.1. The Lessor lets and the Lessee hires the Container as indicated and identified elsewhere in this document on the terms and condition as described herein.
- 1.2. The Lessor means Speedstore, a division of Speedspace Botswana (Pty) Ltd, Reg No: BW00000841243.
- 1.3. The Lessee means the person or entity whose details are on the face of this document.
- 1.4. No variation, addition to, or deletion from these terms and conditions shall be of any force or effect unless reduced to writing and signed by the Lessor and the Lessee.
- 1.5. The Lessor will require a deposit from the Lessee equal to 1 months' rent.
- 1.6. 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;
- 1.7. 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- and Cancellation of Agreement

- 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 receive the notice prior to the 15<sup>th</sup> day of the month of termination the Lessee will be invoiced up to the 15<sup>th</sup> day of such said month;
- 2.2. In the event where this agreement is terminated, the Lessee must remove the stored goods from the container(s) immediately. In the event where the stored goods are not removed as aforesaid, the Lessor shall be entitled to claim rental for the period until the goods are removed.

**2.3. In the event where the Lessee cancel the agreement at any time after signature thereof, but before moving its goods into the rented container, the Lessee shall be liable for BWP 300 cancellation fee, to cover its administration costs.**

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### 3. Conditions of Use

- 3.1. **The Lessee may use the Speedstore container for storage purposes only and therefore no form of work, labour or any other activity (sales, production, manufacturing, repairs, or the like) is allowed.;**
- 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 odor 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 the 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.

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### 4. Payment & Security

- 4.1. Payment of the lease amount is due monthly, in advance;
- 4.2. Invoices and statements will only be sent electronically to the Lessee's email address that it provides the Lessor with from time to time;
- 4.3. Interest on accounts overdue for more than 30 days will be charged at the rate of 2% per month.
- 4.4. **Further, late payments will carry an P85 administration fee per week, until all outstanding payments are received;**
- 4.5. **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:**
  - 4.5.1. **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).**
  - 4.5.2. **The Lessor will be in possession of the goods and will lock the Speedstore container with its own lock.**
  - 4.5.3. **It is further agreed that the Lessor then have the right to attach and sell the goods, at a reasonable price, by auction or otherwise, without a court order, to cover its losses, arrear rental and/or damages.**
  - 4.5.4. **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.**
  - 4.5.5. **In addition to the amount owing to the Lessor, the Lessee shall also be liable for all the cost occasioned by the sale, such as auctioneer commission, transport, labour, etc.**
  - 4.5.6. **In addition to the above, 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;**
- 4.6. **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.**
- 4.7. **The Lessee acknowledge that the Lessor does not know what the value of the stored goods are and as such the Lessor are at liberty to sell the goods as provided for herein at any price it is offered on auction or otherwise.**

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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, 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, howsoever arising;
- 5.3. Should a Lessee fail to pay the monthly costs his access will be blocked;
- 5.4. Access will be:
  - 5.4.1. weekdays between 07h00-19h00;
  - 5.4.2. Saturdays between 07h00 – 17h00;
  - 5.4.3. Sundays from 08h00 – 13h00;
  - 5.4.4. alternatively, after hour access can be arranged in advance.
- 5.5. 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;
- 5.6. 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, 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;

8. **Insurance**

- 8.1. 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.

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 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 event where the Lessor needs to institute legal action or need to use the service of an attorney to correspond with the Lessee, the Lessee will be liable for the Legal costs on the scale of Attorney and Client.
- 9.4. The Lessee confirms its domicilium citandi et executandi to be at the address elsewhere in this agreement.
- 9.5. It is agreed that the onus is on the Lessee to inform the Lessor in the event where its address and contact details change. If the Lessee fails to receive invoices and other correspondence from the Lessor, due to the fact that the Lessor was not informed of the change in contact details, the Lessee hereby acknowledge that the goods may be sold without notice, as provided for in clause 4 hereof.

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

Witness: \_\_\_\_\_ Lessee: \_\_\_\_\_