

## Store Fast - Standard Terms & Conditions

These are **Store Fast** Standard Terms & Conditions, this is the only basis on which **Store Fast** agree to rent storage space to the Tenant. Our Standard terms & Conditions, as laid out below, form part of the rental agreement between the Tenant ('you' and 'your') and the Lessor, **Peter Bresler and Son cc T/A Store Fast** (referred to as 'we' 'us' and 'our'). The rental Agreement pertains to the rental of the Storage Unit(s) or space at 80A Epping Avenue , Elsie's River Industrials, off 21<sup>st</sup> Street, 7490

We hereby let to you the Storage Unit/s described and specified on the rental agreement in return for payment of the specified rental amount, subject to compliance of our Standard Terms and Conditions.

### **1. Rental:**

1.1 The Rental plus the deposit, the deposit being equal to the rental amount, must be paid prior to date of occupation or collection.

1.2 Access or collection will only be given to the Tenant once the deposit and first months rental has been paid.

1.3 Any further month's rentals must be paid in advance for the following month; rental has to be no later than the last day of the preceding month.

1.4 In the event that you have not paid the full rental by the 7<sup>th</sup> of the following month we will apply your deposit to the non-paid rental amount.

1.5 Your agreement will **automatically be terminated** in the event that you have **not** yet paid and brought your account fully up to date, **on** the 14<sup>th</sup> of that same month.

1.6. If this point has been reached, you have 14 days to remove your goods from the unit/s, after which said unit will be made available to a new tenant. In the event that you have not removed your goods by the end of this 14 day period, you hereby authorize us to remove all items from the unit and place such in an unsecured area. Care will be exercised in the moving of said goods but we will not be responsible for any loss or damage concerning such goods.

1.7 Further to 1.6 above, and in the event that you fail/neglect to collect your goods within 10 days after they are removed from the unit, we are entitled to deem the goods as abandoned. You hereby **authorize** us to sell all of the items in lieu of expenses and any damages suffered by the Lessor.

### **2. Duration & Termination:**

2.1. Other than as is stated above and in 2.3 below, this lease will remain in force and effect until you provide us with one calendar month's written notice. (A calendar months' notice means that a notice must be given not later than the first day of the month and that the unit/s will be vacated at the end of that month.)

2.2. Once a calendar months' notice is received, you shall vacate the unit/s by 12H00 at the end of that month. Should you fail to vacate the unit/s, you shall remain liable for the payment of the rental on a monthly basis until such time as the unit/s is vacated.

2.3 We will be entitled to terminate this lease immediately in event of:

- a) Any illegal activity
- b) Evidence of storage of 'prohibited items' (Section 5. Below)

### 3 General

3.1. We reserved the right to increase the monthly Rental amount from time to time subject to giving you one calendar month's written notice. In the event that you do not accept the increase, you shall be entitled to cancel this Agreement by providing us with one calendar month's written notice.

3.2 Sub-letting of unit/s is prohibited.

3.3 Upon termination of this lease the Tenant must remove everything stored in the Unit/s and leave the Unit/s in a clean condition and in a good state of repair to the satisfaction of Store Fast. You will be held liable for any damages and costs to restore the Unit to satisfactory condition.

3.4 Access to the Unit/s may be denied if you have breached any of these terms contained in this agreement or have defaulted on payment.

3.5. Items are stored at the sole risk and responsibility of the Tenant. The Unit/s is intended for storage only. Items are stored at the sole risk and responsibility of Tenant. This includes any theft, damage to, deterioration of the Items, and all damage caused for any reason whatsoever including **but not limited to flood, fire, water, spillage of material from any other space, removal or delivery** of the Items, pest or vermin.

3.6 The Tenant hereby indemnifies Store Fast against any loss, damage or harm incurred by the Tenant or any third person, whether to their property or their person.

3.7. You may only use one lock per unit – we reserve the right to remove any additional locks. The tenant must provide a lock and keep unit locked at all times

3.8. We recommend that you extend your household insurance or business insurance to cover your storage unit/s as Store Fast does **NOT** provide insurance.

3.9. The Unit/s shall be used for the purpose of storing movable property and shall not be used as a dwelling, shelter or workshop. No prohibited Items shall be stored in the unit as specified in point 5

3.10. We are entitled to access the Tenants unit/s at any time in an event of an emergency and we shall not be held liable for any damages caused as a result of us acting on such emergency.

### 4 Access Hours to Unit:

Monday to Friday (excluding Public Holidays) between 8am and 5pm. Saturday between 8am and 1pm . Access at any other time to be arranged with Management, subject to reasonable hours and notice. The last pickup or offloading must be done 30 minutes before close of business hours.

### 5. Prohibited Items:

5.1 Firearms, munitions or explosives, gas cylinders (Full or empty)

5.2 Toxic goods, poisonous or contaminated items

5.3 Any perishable or food items

5.4 Illegal goods

5.5 Hazardous materials such as flammables, gas or radioactive materials. Examples - Aerosols, Kerosene, Bleach, Gasoline, Lighter Fluid, Paint Thinner, Ammonia, and more.

5.6 Stolen goods

5.7 Environmentally harmful goods.

5.8 Any goods that constitute a risk to the property or persons thereon.

5.9 Living plants

5.10 Animals or Animal Products

## 6. Ownership

**The Tenant warrants that the stored property is the tenant's exclusive property and that the tenant is entitled to be in possession thereof and/or in any other way entitled to deal therewith.**

## 7. Domicilium Address

7.1 The parties hereby choose as their respective chosen *domicilium citandi et executandi* (address for service) of any legal process, document and/or notice, the physical addresses as stipulated on the Rental Agreement.

7.2 Notwithstanding clause 7.1 above, any notice and/or document, excluding legal process, may be sent to the party's fax number, e-mail address and, where applicable, mobile phone number, as stipulated on the Rental Agreement.



# Terms & Conditions

## Declaration

I, the undersigned, hereby declare that I have read and fully understand the contents of this agreement **especially as it pertains to section 1, non-payment and automatic cancelling of the agreement, I authorise Store Fast to act accordingly in terms hereof**, I further verify that I am duly authorized to enter into this lease and I agree to abide by the terms and conditions thereof. Furthermore I confirm that the information I have provided in this lease agreement is true, correct and up to date.

TENANT TO SIGN \_\_\_\_\_ DATE. \_\_\_\_\_

SIGNED at \_\_\_\_\_

Witness to Sign \_\_\_\_\_

STORE FAST TO SIGN \_\_\_\_\_ DATE. \_\_\_\_\_

SIGNED at Elsies River, District Goodwood. Cape Town

Witness to Sign \_\_\_\_\_



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