

# THE STORAGE CLINIC



WHERE YOUR GOODS WILL BE UNDER INTENSIVE CARE

P.O. BOX 721, BRAMLEY, 2018, JOHANNESBURG

1. UNIT DESCRIPTION - SIZE: \_\_\_\_\_ NUMBER: \_\_\_\_\_

2. GOODS TO BE STORED: \_\_\_\_\_  
(see conditions overleaf)

3. PERIOD REQUIRED - FROM: \_\_\_\_\_ TO: \_\_\_\_\_

14 DAYS written notice	INITIAL
DATE	

4. CUSTOMER DETAILS

Customer Name/Company Name: \_\_\_\_\_

ID Nr/Reg Nr: \_\_\_\_\_

Postal Address:	Physical Address:
_____	_____
_____	_____
_____	_____

Tel: (h) \_\_\_\_\_ (w) \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**RELATIVE/FRIEND DETAILS**

a) Name: \_\_\_\_\_ Tel: \_\_\_\_\_

b) Name: \_\_\_\_\_ Tel: \_\_\_\_\_

5. UNIT ACCESS/SECURITY (who is authorised to have access) Name 1 \_\_\_\_\_ Tel Nr \_\_\_\_\_

Name 2 \_\_\_\_\_ Tel Nr \_\_\_\_\_

6. RENTAL CHARGES	DEPOSIT	R _____
	UNIT RATE PER MONTH	R _____
	FIRST PERIOD RENTAL	R _____
	INITIAL PAYMENT DUE	R _____
	MONTHLY PAYMENT	R _____

7. BANKING DETAILS (direct deposit/electronic/internet banking)  
FREEDOM IT SOLUTIONS T/A THE STORAGE CLINIC  
FIRST NATIONAL BANK FESTIVAL MALL  
ACCNO 621 131 035 90  
BRANCH 231 433

8. I hereby confirm that I have read, understood and agree to the terms and conditions set out on the overleaf hereto.

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
THE STORAGE CLINIC

\_\_\_\_\_  
DATE

## Terms and Conditions

The Client, the signatory to the contract warrants that he/she is the sole owner of the goods being stored and/or that he/she is the sole responsible party for the goods being stored.

The Storage Clinic hereinafter referred to as the Landlord and duly represented by his assigns, hereby accepts storage of the Client's property subject to the following terms and conditions:

### 1) Payment of Rental

- a. All rentals are payable in advance on the first day of every month; see item 9) below.
- b. All off-site payments MUST contain the client's reference number with the Landlord. Failure to do so may result in the Client's payment not being credited.
- c. On-site payments may be made at our offices during office hours. Clients are advised to demand a signed receipt for all cash payments. Failure to do so may result in the Client's account not being credited.
- d. Payments may be effected by any one of the following:
  - i. Electronic transfer stating clearly either your name, unit number or account number with the Landlord;
  - ii. By debit order in the case of long term contracts (8 months or longer);
  - iii. By cash or postal order directly into the Landlord's bank account clearly stating your reference number.

### 2) Ownership, the Client

- i. warrants that he/she is the sole owner of the goods being stored;
- ii. indemnifies The Landlord against any claim to the contrary of i) above;
- iii. declares that he/she is duly authorised to control access to the goods stored on the property;
- iv. declares that he/she is personally liable for all obligations of the client;
- v. declares his/her *domicillium* is the same as that of the client;
- vi. declares that he/she is satisfied that The Landlord has adequate security for the storage of his/her goods;
- vii. acknowledges that The Landlord has taken reasonable precaution against theft, fire and/or water damage and that all goods are stored at the client's own risk;
- viii. expressly indemnifies The Landlord, its owner(s), directors and/or employees for any losses and/or damages suffered in or about the storage unit by any natural or other cause whatever;
- ix. is satisfied that the storage unit rented is fit for purpose intended by him/herself and that the size of the unit is approximate.

### 3) Insurance

- a. The client acknowledges that The Landlord does not insure the contents of any storage unit.
- b. The client accepts that he/she is solely responsible for the insurance of his/her goods stored on the premises.
- c. The client accepts that his/her goods are stored on the premises at his/her own risk notwithstanding the fact that The Landlord will take all reasonable precautions to limit such risk.

### 4) Nature of Goods

- a. The client undertakes not to store any of the following goods or materials:
  - i. Anything that constitutes a fire hazard;
  - ii. Explosives;
  - iii. Unstable chemicals;
  - iv. Addictive substances or any chemicals or materials for the production thereof;
  - v. Goods that, in the opinion of the manager or designated authority of The Landlord, emit any offensive odours.

### 5) Responsibilities of the Client

- a. The goods presented for storage are adequately packed or bottled to prevent damage to the storage unit or premises.
- b. The client undertakes not to overload the storage unit shelving.
- c. Shall not alter or damage the unit in any way.
- d. Shall not hang or suspend anything from the walls or ceiling of the unit.
- e. Shall NOT leave the keys to the lock(s) of the unit(s) with the staff of The Landlord.

### 6) The Landlord reserves the following rights

- a. To remove any goods covered in 3) above from the premises.
- b. To remove the goods in the event of abandonment or non-payment of the rental in terms of this agreement.

### 7) Conditions of Use

- a. The Client may not use the premises for the following purposes:
  - i. The manufacture or sale of goods;
  - ii. The conduct of business or use as a business address;
  - iii. The receipt or sending of mail.

### 8) Access to the Unit by Client

- a. Access to the unit will be available by prior appointment during:
  - i. Weekdays between 9:00 am and 16:00 pm;
  - ii. Saturdays between 9:00 am and 11:59 am.
- b. Access to the unit may be denied if the client is in arrears of any monies owing to The Landlord.

### 9) Moving In

- a. Minimum period of storage is one month.
- b. If occupation is taken during the month, the rental applicable for that month will be calculated *pro-rata* to the days of occupation.
- c. An advance payment for the *pro-rata* period in b) above PLUS one month's advance rental for the following month will be required prior to moving in.

### 10) Vacating

- a. Units may only be vacated during office hours unless prior arrangements have been made.
- b. All outstanding monies owing to The Landlord must be settled in full before vacating the storage unit.
- c. 14 days prior notice must be given to the Landlord before vacating the storage unit unless the contract is for a fixed period and the client is vacating on the last day of the so specified period.
- d. In the case of a fixed contract as in b) above, should the client not have vacated the premises, then the contract shall extend on a month to month basis and the client will be required to give 14 days notice prior to vacation.
- e. The client undertakes to leave the premises in clean, tidy and empty upon vacation.
- f. Goods, waste materials and/or dirt will be disposed of by the Landlord, the cost thereof to be recovered from the Client following vacation of the unit.

### 11) Non-Payment of Rental or Arrears

- a. Definition and Procedure.
  - i. The Client will be deemed to be in arrears should no payment in terms of this contract be received in the month that it is due;
  - ii. Lock-out is when the Landlord replaces the Client's lock with his own lock thereby preventing the Client from having access to the rented storage unit;
  - iii. The Client will be notified electronically that he is or is going into arrears on or about the 20th day of the month in which the arrears occurs;
  - iv. Failure to receive or acknowledge such notification by the client shall not nullify the validity of the notice;
  - v. For the purpose of this process the Client chooses as his *domicillium* the rented storage unit;
  - vi. When the Client goes into arrears the Landlord may effect a lock-out;
  - vii. Upon receipt of the arrears and payment of the costs of the lock-out, the Client may once more have use of the storage unit.

### 12) Abandonment

- a. The Client acknowledges that it is his/her responsibility to notify the Landlord in the event of the Client experiencing difficulty in meeting his/her obligations under the terms of the contract.
- b. The Client acknowledges that the Landlord holds a lien over the goods stored on the premises. The lien confers a legal right of the Landlord to dispose of the Client's goods in the event of non-payment of the agreed storage rental. Monies so recovered shall be off-set against the amount due by the Client to the Landlord. Such monies shall first be off-set against all the costs involved in the action and only thereafter against the outstanding rental.
- c. A rented storage unit will be deemed to have been abandoned when:
  - i. The payment of rental is 3months or more in arrears;
  - ii. The Client has made no attempt to contact the Landlord concerning the non-payment;
  - iii. The Client has not responded in writing or otherwise to any correspondence in respect of the arrears;
- d. The Landlord undertakes to give the Client notice in writing of the amount in default of his intention to sell the goods.
- e. Upon abandonment the Landlord may invoke his rights in terms of his lien in b) above. In so doing the Client authorises the Landlord to:
  - i. Open the storage unit;
  - ii. Remove the goods to another store or to his auctioneer as part of his disposal procedure;
  - iii. Make the unit available for re-rental.

**The Landlord reserves the right to cancel this contract at any time should the Client be in breach of any of these Terms or Conditions.**