



Witteklip Trading Company (Pty) Ltd 2011/123568/07
 T/A West Coast Storage Park
 PO Box 629 Stilbay 6674
 2 Kreef Street Vredenburg 7380
 Ph: 022 713 3922 info@westcoaststoragepark.co.za

STORAGE UNIT AGREEMENT (UNIT # _____)

Name (“the Lessee”): _____

Address: _____

Tel #: (w): _____ (c): _____

(h): _____ (f): _____

Email: _____ ID #: _____

Employer Name: _____

Work Address: _____

Representative Contact Name: _____

Address: _____

Tel # (h): _____ (c): _____

Goods to be stored: _____

Occupation Date:	_____	(“the Effective Date”)
* Anticipated Duration: (from)	_____	(to) _____ (“the Usage Period”)
Monthly Rental Amount	R _____	(_____)
Deposit Amount	R _____	
First Month’s rent	R _____	
1st Month’s Debit order	R _____	
Total Paid	R _____	

* The anticipated duration is the initial period of the lease. Should the Lessee continue occupation after this period ends, it will be deemed that the lease continues on the same terms and conditions on a month to month basis.

- By signing this document an agreement of lease between West Coast Storage Park (“Lessor”) and the Lessee is constituted. The Lessee acknowledges hereby the suitability of the unit and accepts that he/she is bound by the terms and conditions attached, which forms an integral part of this agreement.

Signed at _____ on this _____ day of _____ 20 _____

 (Signature as used for signing cheques) (Assisted where legally necessary) (Capacity)

(Signature: West Coast Storage Park Representative) _____



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DEBIT ORDER INSTRUCTION

From (Debtors name): _____

Address: _____

To: The Directors Witteklip Trading Company Limited t/a West Coast Storage Park

As per my Storage Unit Agreement dated: _____ herewith my banking details:

Bank: _____ Branch Name: _____

Account #: _____ Branch Code: _____

Account Type: _____ Account Name: _____

I/We hereby authorise & request that you draw the sum of R _____ (amount in words) _____ against my/our account, as mentioned above, or against any Bank or Branch to which I/we may transfer our account. The withdrawal of the aforementioned amount must commence on the _____ day of each month and continue (as the case may be). All aforementioned withdrawals by you from my/our account shall be treated as if personally signed by me/us.

Any bank charges in relation to these Debit Order instructions will be paid by me/us. I/We understand that the details of the aforementioned authorised withdrawals will be printed on my bank statement or on any accompanying voucher. I/We also understand that the hereby authorised withdrawals will be processed through a computerised system provided by the South African Banks.

This Debit Order Instruction may be cancelled by me/us by a notice period of 30 (thirty) days. Notice will be in writing, and delivered by either pre-paid registered post or hand delivery to your offices. No monies which have been withdrawn while this authority was in force, if such amounts were legally owed to you, will be refundable to me/us.

The receipt of this instruction by you will also be regarded as receipt thereof by my/our bank.

I/We hereby acknowledge that none of my/our obligations, in terms of this contract, may be delegated to any third party without prior written consent of the authorised party. The party authorised to effect the debits against my/our account may not cede or assign to a third party, any of it's rights, without my/our written consent.

* In the case of current (cheque) accounts, a cancelled cheque must be attached.

Signed at _____ on this _____ day of _____ 20 _____

 (Signature as used for signing cheques) (Assisted where legally necessary) (Capacity)



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REFERENCES

Name of next of kin not living with you: _____

Address: _____

Tel #: (h): _____ (c): _____

Name of friend: _____

Address: _____

Tel #: (h): _____ (c): _____

Name of friend: _____

Address: _____

Tel #: (h): _____ (c): _____

Entity where you have an account:

Name: _____

Address: _____

Tel #: _____

Name: _____

Address: _____

Tel #: _____

Name: _____

Address: _____

Tel #: _____



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STORAGE TERMS AND CONDITIONS

Subject to the following terms and conditions the Lessor hereby agrees to the Lessee's hire of its storage facilities:

1. Use and types of goods allowed:

The unit may not be used as a dwelling, workshop or shelter. Only movable property, as per the Storage Unit Agreement, may be stored. No goods that are perishable, illegal, hazardous, a fire risk, explosive, foul smelling or anything that constitutes a risk or nuisance to the staff or other lessees of the units, in any way, may be stored. Nothing is allowed to be attached to the roof trusses, rafters or the walls of the buildings. Should this clause be violated in any way the items will be removed and disposed of at the Lessee's expense and with no compensation to the Lessee. If reasonably possible, the Lessee will be given notice of the removal and disposal. The Lessee warrants that all Goods stored are its own property or Goods which it is legally entitled to store.

2. Access:

Electronic access to the facility will be provided to the Lessee at all times during the period stated in The Storage Unit Agreement. The Representative nominated by the Lessee in the Storage Unit Agreement will have access to the storage unit, in the event that the Lessee is unavailable for any reason. Access will only be granted to the representative if positive proof of identification is provided, as well as written authority by the Lessee. Both occupation and vacating of the Storage Unit may only take place on weekdays between 08h00 and 17h00, unless arranged previously with The Company and all outstanding payments have been settled.

3. Locking:

All storage units have two bolts, one for the Lessee and one for the Lessor. A padlock must be provided by the Lessee for one of the bolts only, leaving the other free. The second bolt is for the sole use of the Lessor, whom will be entitled to lock it.

4. Storage Rental:

The monthly storage rental may be increased, with no less than one (1) calendar month's written notice to the Lessee at any time. Where applicable the Lessor may adjust the Lessee's debit order accordingly. Should the Lessee not be prepared to continue rental of the storage unit at the increased monthly rental rate, the Lessee may give notice in accordance with clause 5 below, but will be obliged to pay the increased rental, until such time as the storage unit is vacated.

5. Cancellation of Rental Agreement and vacating of Unit:

A written notice period of intention to vacate, of fourteen (14) days shall be given by the Lessee to the Lessor. Failure to do so will result in 14 days' rental being deducted from the deposit amount. The Lessee must leave the Storage Unit clean, empty and without any damage. The Storage Unit must be vacated by 16h00 on the last day of the Usage Period. An official hand over together with the Lessor must be done to confirm the condition of the Storage Unit, to avoid any deductions from the Deposit (clause 6).

6. Deposit:

The Lessee must pay the Deposit together with the first month's rental. The Deposit will be refunded to the Lessee within fourteen (14) days after the expiry date of the Usage Period, after deductions are made for unpaid rental, or costs incurred by the Lessor for the repair or cleaning of the Storage Unit, or the removal of any property left in the Storage Unit, should this be necessary. The deposit shall not constitute the last month's rental.

7. Payment of the Storage Rental:

The Storage Rental will be paid by the Lessee, in advance, on or before the first day of each and every month. If the payment is late, the Lessor shall be entitled to an administration fee of R100.00 (One Hundred Rand). (In addition to any other rights the Lessor may have). Rental that is overdue for thirty (30) days or more will result in legal action being taken, the Storage Unit opened and the Goods stored therein sold, the proceeds of which will be applied towards the outstanding rental.

8. Insurance and Risk:

The Lessor will not be liable for any loss or damage to the Lessee's property. It is the Lessee's responsibility to insure his/her own property. However, the Lessor will endeavour at all times to keep the Lessee's stored property safe.

9. Breach:

9.1 The Lessor shall be entitled to cancel this agreement, or demand specific performance of the Lessee's obligations, together with any damages suffered by the Lessor, as a result of the Lessee failing to meet his/her obligations under this agreement, provided that the Lessor give the Lessee twenty (20) days written notice.

- 9.2 The Lessee hereby pledges to the Lessor, as security for its obligations in terms of this agreement, all Goods stored by the Lessee in the Storage Unit. In this regard, the Lessee agrees that the act of storing Goods in the Storage Unit will constitute delivery of the said Goods to the Lessor, thereby constituting the pledge.
- 9.3 Should the Lessee fail to remove his/her Goods from the Storage Unit, in accordance with clause 5 above, in the event of the cancellation of this agreement, the Lessor will be entitled to remove the Lessee's lock, retake possession of the Storage Unit and sell or otherwise dispose of the Lessee's Goods.
- 9.4 The Lessor shall have tacit hypothec and lien on all Goods stored in the Storage Unit to secure payment of all amounts due to the Lessor under this agreement. In terms thereof, the Lessee shall not be entitled to remove any Goods from the Storage Unit until all its debts are paid in full to the Lessor.
- 9.5 **The Lessee hereby warrants that he/she/legal entity is the lawful owner of all goods stored in the unit and that such goods are free from any claim which may arise from a third party.** _____ *
- 9.6 **In the event of non-payment of any monthly rental/s and/or any other amounts due by the Lessee to the Lessor, the Lessee hereby irrevocably agrees and authorizes the Lessor to sell all goods stored in the unit by public auction to the higher bidder on the condition that the Lessor has fulfilled the following procedures:** _____ *
- 9.6.1 **The Lessor has given the Lessee 20 days written notice of his/her/its breach of the agreement and the amount owing to the Lessor in terms of the agreement and to demand rectification of such breach within 20 days, failing which the Lessor cancels the agreement without any further notice to the Lessee.**
- 9.6.2 **In the event that the Lessee has failed to rectify his breach of the agreement within the 20 day period, as mentioned herein above, the Lessor will then give the Lessee a further 20 days written notice of its intention to sell the goods on public auction in order to recover all amounts owing by the Lessee to the Lessor in terms of the agreement.**
- 9.6.3 **After the lapse of the above periods, and the Lessee has still failed and/or neglected to rectify his/her/its breach of the agreement, the Lessor will be entitled to and is hereby authorized by the Lessee to immediately proceed with a sale by public auction of the goods stored in the unit. The nett proceeds of such auction will be utilized to recover the outstanding amounts owing to the Lessor by the Lessee. Should the nett proceeds recovered be in excess of the outstanding amount owing, the balance of the funds will be paid to the Lessee by the Lessor within 10 days after the date of the public auction.** _____ *
- 9.6.4 **The Lessee hereby irrevocably authorized the Lessor to hold the above mentioned public auction at the premises of the Lessor and will be authorized to appoint a registered auctioneer to attend to the public auction.** _____ *
- 9.7 **The Lessee can at any stage before the public auction, reclaim all goods in the unit and stop the public auction of the goods, by paying the full outstanding amount owing to the Lessor in terms of the agreement as well as all legal and/or auctioneering costs incurred by the Lessor in terms of the agreement. The Lessee must immediately remove all goods stored in the unit on payment of the amounts mentioned herein above.**

10. Additional Provisions:

- 10.1 **The Lessor shall not be liable for damages arising out of the Lessee's use of the Storage Unit, including, but not limited to matters beyond the control of the Lessor.**
- 10.2 **By the signing of this agreement the Lessee confirms that he/she has read and understood all terms and conditions and raised questions which require clarification. The Lessee also understands that the terms in bold may have serious legal consequences.**
- 10.3 The Lessor will not lose any of its rights under this agreement if it does not immediately and in every instance insist on them.
- 10.4 Should the Lessor bring legal proceedings against the Lessee to enforce payments of amounts owed to it, the Lessee shall be responsible to pay all costs the Lessor incurs in collecting the payment on an attorney and client scale. The Lessee consents to the jurisdiction of the Magistrate's Court having jurisdiction over the area in which the Storage Unit is situated.
- 10.5 The Lessee hereby chooses his/her/its domicilium citandi et executandi at the physical address as recorded in this agreement for the purpose of the service of all legal processes on the Lessee. The Lessee hereby agrees that all notices / letter of demands, invoices, statements, etc in terms of this agreement can be sent to him/her via email or fax or registered post or by hand (which includes service by the Sheriff) and that he/she has received delivery of such notices / letter of demands, invoices, statements, etc within 12 hours of sending such notices / letter of demands, invoices, statements, etc and in the event of registered postage within 3 days from date of postage and immediately in the event of service by hand.

10.6 This agreement constitutes the whole agreement between the parties. No variations and/or amendment of this agreement will have any force and/or legal effect except if such variations and/or amendments are in writing and signed by both parties.

Signed at _____ on this _____ day of _____ 20 _____

(Signature as used for signing cheques)

(Assisted where legally necessary)

(Capacity)

Signature: West Coast Storage Park Representative _____