Store It Honeydew (Pty) Ltd
Reg. No. 2022/811823/07
164 South African Drive, Honeydew
Gauteng, 2170, South Africa
info@storeit.co.za

Lease Agreement

Month-to-month storage lease, concluded electronically in terms of the Electronic Communications and Transactions Act 25 of 2002

EFFECTIVE DATE	VERSION
3 November 2026	1.2

This lease agreement is entered into between **Store It Honeydew (Pty) Ltd**, registration number 2022/811823/07, of 164 South African Drive, Honeydew, Gauteng, 2170, represented by its director ("Store it", "we", "us" or "our"), and the person or entity who books a storage unit on our website (the "Tenant", "you" or "your").

This agreement applies to month-to-month rentals. Please read it carefully before you accept it. It places the risk of loss of or damage to your goods on you, limits our liability, sets out what happens to your goods if your rent is not paid, and, in Part C, what happens if your goods need more space than you booked.

PART A

Storage

1. Definitions and interpretation

1.1 In this agreement, unless the context indicates otherwise:

(a) **"agreement"** means this lease agreement, read together with our Terms and Conditions, our Privacy Policy, our Payment Terms and the booking details recorded on your invoice, as published on our website from time to time;

(b) **"authorised person"** means a person you have nominated to access your unit in terms of clause 9;

(c) **"booking"** means your online reservation of, and first payment for, one or more units on our website;

(d) **"facility"** means the Store it Honeydew self-storage facility at 164 South African Drive, Honeydew, Gauteng, including all units, gates, driveways, common areas and access systems;

(e) **"goods"** means everything placed, stored or left in your unit or at the facility by you, an authorised person or anyone acting for you, including any vehicle, packaging and containers;

(f) **"invoice"** means the invoice we issue for your booking, which records your unit number or numbers;

(g) **"month"** means a calendar month;

(h) **"monthly rent"** means the monthly rental for your unit or units as shown at checkout and on your invoice, as adjusted in terms of clause 6;

(i) **"trading day"** means Monday to Friday, excluding public holidays in South Africa, and **"trading hours"** means 08:00 to 17:00 on a trading day;

(j) **"unit"** means the storage unit or units allocated to you and recorded on your invoice, or any unit allocated to you in its place in terms of clause 21, or any Space Upgrade unit that becomes part of this agreement in terms of clause 30;

(k) **"website"** means storeit.co.za;

(l) **"Space Upgrade unit"** means an additional unit in which we place goods that need more space than your unit holds, in terms of clause 30.

1.2 Headings are for convenience only and do not affect interpretation. The singular includes the plural and the other way around. A reference to a person includes a company, close corporation, trust, partnership or other entity. The word "including" does not limit the words before it. A reference to a law includes that law as amended or replaced.

1.3 Periods expressed in days are calendar days, unless they are expressly stated to be trading days.

2. Acceptance of this agreement

2.1 You accept this agreement by ticking the acceptance box at checkout and completing your booking. Ticking the box has the same legal effect as signing this agreement by hand. The agreement comes into force when your booking payment is successful.

2.2 By accepting this agreement, you confirm that:

(a) you are 18 years or older and have full legal capacity to enter into this agreement;

(b) all the information you gave us is true, correct and complete; and

(c) you had an adequate opportunity to read and understand this agreement before accepting it.

2.3 If you book on behalf of a company, close corporation, trust, partnership or other entity, you warrant that you are authorised to bind it. If you were not authorised, or the entity does not exist, you are personally bound as the Tenant.

2.4 The version of this agreement published on our website on the date of your booking applies to you, subject to any later change made in terms of clause 6 or clause 26. You may view and save a copy at any time at storeit.co.za/legal.

2.5 If anything in another document forming part of the agreement conflicts with this lease agreement, this lease agreement applies.

3. What you are renting

3.1 We let to you, and you hire from us, the unit or units recorded on your invoice, together with any Space Upgrade unit in terms of clause 30, on the terms of this agreement.

3.2 This is a lease of storage space only. Apart from free move-in transport in terms of Part B, we do not provide any other goods or services and take on no other responsibilities under this agreement.

3.3 All units rented by you, whether in one booking or in separate bookings, together form one indivisible transaction. Any amount owing on one unit is treated as owing on all of them, and our rights in terms of clause 18 apply to all of your units.

3.4 Unit sizes on our website are approximate. You are responsible for choosing a unit that is suitable for your goods. Because the space your goods need cannot be judged accurately before they are packed, clause 30 applies if your goods need more space than the unit you booked.

3.5 You must report any defect in your unit to us by email within 7 days after your first access to it. If you do not, you accept the unit as being in good order.

4. Period of the lease

4.1 This agreement starts on the date of your booking, whether or not you move in or use the unit from that date.

4.2 This agreement runs from month to month for an indefinite period, until it is ended in terms of clause 18, 22 or 23.

5. Rent and payment

5.1 On booking, you pay pro-rata rent for the remaining days of the current month, calculated to the day and including the booking day. If you book on the 1st of a month, you pay the full monthly rent.

5.2 After that, the full monthly rent is payable in advance on or before the 1st of every month.

5.3 Monthly rent is collected through a recurring card subscription with PayFast, set up when you book. You authorise us, through PayFast, to charge your card the monthly rent on the 1st of every month, or as soon as possible after that.

5.4 You must make sure that your card remains valid and has sufficient funds, and you must update your card details if your card expires, is replaced or is cancelled. A failed or reversed payment is treated as unpaid rent, and clause 18 applies. A retry by PayFast does not extend the due date.

5.5 We may pause, resume or reactivate your PayFast subscription, and may charge you by any other method, including a PayFast payment link or an invoice payable by EFT, where this agreement allows or where it is needed to collect an amount owing. When paying by EFT, you must use the reference we give you.

5.6 All amounts are in South African Rand. No deposit, admin fee or sign-up fee is payable.

5.7 You may not withhold, delay, reduce or set off any payment because of any claim you have or believe you have against us.

5.8 A certificate signed by our director or manager stating the amount you owe us is sufficient proof of that amount, unless you prove otherwise.

6. Changes to the rent

6.1 We may increase the monthly rent, normally once a year, by a percentage we determine.

6.2 We will give you written notice of any increase at least one calendar month before the 1st of the month on which it takes effect.

6.3 If you do not accept an increase, you may end this agreement in terms of clause 22. If you do not, the increased monthly rent applies from the date stated in our notice.

7. Fees and costs

7.1 If you lose a centre-lock key, fail to return it when you move out, or damage the centre lock, you must pay a fee of **R250** per lock for the replacement of the lock and keys.

7.2 You must pay the reasonable cost of repairing any damage to your unit or the facility caused by you, an authorised person or your goods.

7.3 You must pay all legal costs, including costs on the scale as between attorney and own client, and all tracing and collection costs we incur in recovering any amount you owe us or in enforcing this agreement, to the extent permitted by law.

7.4 You must pay the costs we incur in opening your unit and in removing, storing, destroying or disposing of goods in terms of clauses 12, 18, 19 and 23.

7.5 We may introduce new fees, including a late payment fee, by giving you notice in terms of clause 26.

8. Access to the facility

8.1 You and your authorised persons may access the facility from **08:00 to 17:00 every day**, including weekends and public holidays. Everyone must have left the facility by 17:00.

8.2 Access is only through the access method we provide, such as gates, codes, cards or biometric access. We may introduce, change or replace the access method at any time. Your access credentials are personal to you and your authorised persons and may not be shared with anyone else. You are responsible for anyone who gains access using your credentials or keys.

8.3 We may close or restrict access to the facility, or any part of it, at any time for maintenance, repairs, safety, security, power failure, an emergency or the instruction of any authority.

8.4 We may refuse access to, or remove from the facility, any person who acts unlawfully, unsafely, abusively or in breach of this agreement, or whose identity or authority we cannot confirm.

8.5 If any amount is owing to us, we may refuse access to your unit immediately and without notice, whether or not we have made a formal demand for payment, as set out in clause 18.

8.6 While at the facility, you and your authorised persons must follow the reasonable instructions of our staff and all signs, drive slowly and safely, not smoke or use any open flame, not leave any vehicle or goods in driveways or common areas, keep children under supervision, and not bring any animal onto the facility.

8.7 We do not accept, sign for or hold any delivery or collection on your behalf. You may not use the facility as an address for deliveries, correspondence or registration of any business.

9. Authorised persons

9.1 You may nominate other persons to access your unit by emailing sales@storeit.co.za from the email address you used for your booking. You must give the full name and cellphone number of each person.

9.2 A nomination takes effect when we confirm it in writing. You may remove an authorised person in the same way.

9.3 We may refuse or remove any authorised person at any time, in our sole discretion, without giving notice or reasons.

9.4 Authorised persons may only access your unit. They may not change or end this agreement or give notice on your behalf, unless you have authorised this in writing.

9.5 You are responsible for every act and omission of your authorised persons as if it were your own. We may treat anyone who uses your access credentials or keys as authorised by you.

10. Locks and keys

10.1 Each unit has a centre lock on its roller door. We give you the key or keys to the centre lock when you move in. We do not keep a spare key.

10.2 You must also secure your unit with your own padlock, which you supply at your own cost. You must keep your unit locked with both locks at all times when you are not inside it. You are solely responsible for locking your unit.

10.3 You may not remove, change, damage or tamper with the centre lock or the roller door.

10.4 We may fit our own lock to your unit, without notice, if any amount is owing to us or in the circumstances described in clauses 19 and 20. We may cut or remove your padlock whenever this agreement allows us to enter your unit. We are not liable for the cost of any padlock removed.

10.5 When you move out, you must remove your padlock and return all centre-lock keys. Until you remove your padlock, you remain liable for the monthly rent.

11. Use of the unit

11.1 You may use your unit only for the storage of goods. Household goods, business stock, documents and equipment may be stored, subject to clauses 12 to 14.

11.2 You may not:

(a) carry on any trade, business, office, workshop, manufacturing, repair or retail activity in or from your unit;

(b) live or sleep in your unit, or allow any person or animal to stay in it;

(c) use your unit or the facility for any unlawful purpose;

(d) sublet, share, cede or assign your unit or your rights under this agreement, or allow anyone other than an authorised person to use your unit;

(e) make any alteration to your unit, including drilling, nails, screws, painting, fixing shelving to the walls, signage or changes to the door or lighting, without our prior written consent;

(f) connect or operate any electrical appliance, or use any power supply at the facility, without our prior written consent;

(g) store or leave anything outside your unit, including in passages, driveways or common areas;

(h) dump or leave any waste or refuse at the facility; or

(i) cause any nuisance, noise, odour or leak, or do anything that may damage the facility or other tenants' goods.

11.3 You must keep your unit clean, dry and in a good state, and free from vermin and any form of contamination. Your goods must be dry, clean and packed so that they do not leak, attract vermin or damage your unit.

11.4 You must tell us immediately, by email or WhatsApp, of any damage, leak, pest, break-in or other problem with your unit.

12. Prohibited goods

12.1 You may not store at the facility, or bring onto it:

(a) firearms, ammunition, explosives or fireworks;

(b) gas bottles or gas cylinders, whether full or empty;

(c) petrol, diesel, paraffin or any other loose fuel, oil or solvent;

(d) anything flammable, explosive, toxic, corrosive, radioactive, environmentally harmful or otherwise hazardous;

(e) live animals or plants;

(f) food, perishable goods or anything likely to attract vermin;

(g) stolen goods, illegal drugs, counterfeit goods or any goods that are unlawful to possess;

(h) anything that leaks or gives off fumes or odours; or

(i) anything else that poses a risk to the facility, to other tenants' goods or to any person.

12.2 Clause 12.1(c) and (d) do not apply to the fuel in the tank and the battery of a vehicle stored in terms of clause 13.

12.3 If we reasonably believe that prohibited goods are in your unit, we may exercise our rights in clause 20, and may immediately remove, destroy or dispose of those goods or hand them to the authorities, at your cost and without any liability to you.

12.4 You are liable for all loss, damage, fines, clean-up costs and other costs caused by prohibited goods.

13. Vehicles

13.1 You may store a vehicle, including a car, motorcycle or trailer, in your unit.

13.2 By storing a vehicle, you warrant that:

(a) you own the vehicle or are lawfully entitled to possess and store it;

(b) the vehicle is not stolen and is not involved in any unlawful activity; and

(c) the vehicle is in a safe condition for storage, and is free of fuel, oil and other leaks.

13.3 We do not inspect vehicles and take no responsibility for their condition. Vehicles are stored entirely at your own risk, including the risk of battery failure, tyre damage, corrosion and damage by rodents.

13.4 You may not carry out any repair, maintenance, refuelling, charging or modification of a vehicle at the facility, and may not run its engine in your unit except to drive it in or out.

13.5 You are liable for all loss and damage caused by your vehicle, including by fire, leaks or explosion, to the facility, to any unit, to other tenants' goods or to any person.

13.6 We may require you to remove a vehicle immediately if we reasonably believe that it poses a risk to the facility or any person.

14. Valuable and irreplaceable items

14.1 We recommend that you do not store cash, jewellery, precious metals, coins, furs, title deeds, identity documents, passports, driver's licences or other official documents, firearms licences, artworks, paintings, curios, collectibles or items of sentimental value.

14.2 If you store any of these items, you do so entirely at your own risk. We are not liable for their loss or damage, whatever their value.

15. Your goods and our position

15.1 You warrant that you are the owner of all your goods, or that you are lawfully entitled to store them and have the owner's authority to deal with them in terms of this agreement, including clause 18.

15.2 You have full knowledge of your goods. We do not know what is in your unit, we do not inspect your goods or keep any record of them, and we are not deemed to have any knowledge of them.

15.3 We are not a bailee, depositary, warehouse keeper or carrier of your goods. We do not take possession, custody or control of your goods, which remain in your possession and under your control, except where we act in terms of clauses 12, 18, 19, 20, 21 and 23.

15.4 Our rights in this agreement are in addition to any other rights we have in law.

16. Risk, insurance and limitation of liability

16.1 All goods are stored and kept at the facility at your sole risk.

16.2 Without limiting clause 16.1, you bear the risk of all loss of or damage to your goods, however caused, including by theft or burglary; fire or smoke; flood, rain, water ingress, leaks, humidity, damp, mould or rust; storms, hail, lightning or any natural disaster; power failure; vermin, insects or rodents; spillage or leaks from any other unit; riot, civil unrest, strikes, war or terrorism; the acts or omissions of any third party, other tenant or authorised person; gradual deterioration; the loading, unloading, removal or delivery of goods; and any other event beyond our reasonable control.

16.3 We do not insure your goods, and any insurance we hold does not cover your goods. You should take out your own insurance cover for your goods.

16.4 To the fullest extent permitted by law, we, our directors, employees and agents are not liable to you, or to anyone claiming through you, for any loss, damage, injury or expense of any kind, whether direct, indirect or consequential and including loss of profit or income, however caused, arising from or connected with the storage of goods, the use of the facility, any closure, restriction or refusal of access, or any act we take in terms of this agreement.

16.5 If, despite clause 16.4, we are held liable for any loss of or damage to your goods, our total liability is limited to an amount equal to three months' monthly rent for the unit concerned.

16.6 You and your authorised persons enter and use the facility at your own risk.

16.7 Nothing in this agreement excludes or limits any liability that may not be excluded or limited by law, including under the Consumer Protection Act 68 of 2008. Every provision of this agreement that limits our liability applies only to the extent permitted by law.

17. Your indemnity

17.1 You indemnify us, our directors, employees and agents, and hold us harmless, against all claims, losses, damages, fines and costs, including legal costs on the scale as between attorney and own client, arising from:

(a) your goods, including any vehicle, or their condition;

(b) any prohibited goods stored by you;

(c) any breach of this agreement by you or an authorised person;

(d) any act or omission of you, an authorised person or anyone at the facility on your behalf; or

(e) any claim by a third party who claims to own, or have an interest in, your goods, including a claim arising from our dealing with goods in terms of clause 18 in reliance on your warranty in clause 15.1.

18. Unpaid rent, cancellation and abandoned goods

18.1 All time limits in this agreement must be strictly complied with. In this clause, **"day 1"** is the day on which any amount owing to us first remains unpaid after its due date, and later days are counted from day 1.

18.2 **Access suspended.** From day 1, your access and the access of your authorised persons is suspended immediately and without further notice, and we may fit our own lock to your unit. Access is restored once all amounts owing are paid in full, provided that this agreement has not yet been cancelled.

18.3 **Reminders.** We will send you at least three written reminders by email between day 1 and day 7, and we will attempt to contact you by phone at least three times between day 8 and day 14. Each reminder will state the amount owing and how to pay it, and will warn you of the consequences in this clause.

18.4 **Cancellation.** If all amounts owing have not been paid in full by the end of day 14, we may cancel this agreement by written notice sent by email on or after day 15 (the "cancellation notice"). The cancellation notice will state the amount owing and that you have 14 days from the date of the cancellation notice (the "collection window") to remove all your goods.

18.5 **Collection window.** During the collection window, you or an authorised person may, by prior arrangement with us and during access hours, access your unit solely to remove all of your goods. Removing your goods does not release you from any amount owing.

18.6 **Abandoned goods.** All goods that remain in your unit or at the facility after the collection window ends are deemed to be abandoned by you. By accepting this agreement, you irrevocably and in advance:

(a) abandon all ownership of, and all rights, title and interest in, those goods;

(b) consent to us entering your unit, cutting or removing any lock, and removing those goods;

(c) agree that we may keep, discard, destroy, recycle or donate those goods to charity, or otherwise deal with them as we in our sole discretion decide, without any obligation to account to you for them or for their value; and

(d) agree that we are not liable to you or anyone else for any loss arising from our dealing with those goods.

18.7 We do not sell abandoned goods.

18.8 **Opening the unit.** Before removing abandoned goods, we will open your unit in the presence of at least one witness, make a video recording of the opening, and photograph the contents of the unit as found. We will not open boxes, bags or other closed containers. These records form part of our rental records.

18.9 **Special goods.** Documents, identity documents, photographs and other personal papers will be destroyed securely. Goods we reasonably believe to be stolen, unlawful or prohibited, including firearms, will be handed to the South African Police Service. Hazardous goods will be disposed of in a lawful manner.

18.10 **Amounts owing remain due.** The cancellation of this agreement and the removal of your goods do not release you from any amount owing. You remain liable for all monthly rent up to the date on which your unit is cleared, and for the costs in clause 7.4. We are not obliged to credit you with any value for your goods.

18.11 If you pay all amounts owing in full before we send the cancellation notice, this agreement continues as normal. After the cancellation notice has been sent, we may, but are not obliged to, agree in writing to reinstate this agreement.

18.12 You agree that the steps in this clause give you fair and adequate notice and a reasonable opportunity to pay all amounts owing or to remove your goods.

19. Compliance with laws and the authorities

19.1 You must comply with all laws that apply to your goods and to your use of the unit and the facility. All liability for any breach of the law, including all fines and costs, rests solely with you.

19.2 You acknowledge that we may be obliged by law, including the Customs and Excise Act 91 of 1964, the Counterfeit Goods Act 37 of 1997 and the Criminal Procedure Act 51 of 1977, to:

(a) provide the relevant officials and authorities with information about you, including your identity, contact details and whereabouts, and a copy of this agreement; and

(b) give the relevant officials and authorities access to your unit to open, enter and inspect it, and to search, detain, seize or remove its contents.

19.3 You consent to us providing that information and access. Where the law allows and it is practical, we will notify you.

19.4 We are not obliged to supervise any official or authority, or to account to you for their actions. You hold us harmless against any loss you suffer as a result of us providing information or access in terms of this clause.

19.5 If we believe, in our sole discretion, that you are not complying with any law or that your unit is being used unlawfully, we may take any action we consider necessary, including entering your unit in terms of clause 20, notifying the authorities, handing your goods to the authorities, and ending this agreement immediately in terms of clause 23.

20. Inspection and entry

20.1 You consent to us and our contractors entering your unit for inspection, maintenance, repairs or pest control on at least 5 days' written notice. You may be present.

20.2 We may enter your unit immediately, without notice or your consent, and using any force necessary, including cutting your padlock, if in our opinion there is an emergency; people, property or the environment are at risk; the law is being broken; prohibited goods are present; there is a leak, fire, smoke, odour or vermin; or entry is required by any authority. We will notify you as soon as practicable after the entry. You irrevocably consent to such entry.

20.3 After any entry in terms of clause 20.2, we will secure your unit with our own lock and arrange access with you.

21. Moving you to another unit

21.1 If your unit becomes unsafe or unusable, or needs repairs, maintenance or building work, including because of a leak, a damaged roller door or a structural problem, we may move you to another unit of the same size or larger.

21.2 We will give you at least 30 days' written notice of the move, except in an emergency, when we may move you immediately and notify you as soon as practicable. You must cooperate with the move.

21.3 We will move your goods at our cost. Your goods remain at your risk during the move, in terms of clause 16.

21.4 Your monthly rent stays the same, even if the new unit is larger. The new unit is regarded as your unit for all purposes of this agreement.

22. Ending the lease: notice by you

22.1 You may end this agreement only by written notice sent by email to **sales@storeit.co.za**, from the email address you used for your booking or stating your full name and unit number.

22.2 Your notice is received when it arrives in our inbox during trading hours. A notice that arrives after 17:00, or on a day that is not a trading day, is received at 08:00 on the next trading day.

22.3 If we receive your notice at least 7 calendar days before the last day of a month, this agreement ends on the last day of that month. If the 7th calendar day before the last day of the month is not a trading day, your notice must be received by 17:00 on the trading day before it.

22.4 If we receive your notice later than that, this agreement ends on the last day of the following month.

22.5 We will confirm receipt of your notice by email. If you have not received our confirmation within 2 trading days, you must follow up with us. The onus of proving that we received your notice is on you.

22.6 No rent is refunded for any part of a month, including if you move out before the end date.

22.7 By 17:00 on the end date, you must remove all your goods, leave your unit empty, clean and undamaged, remove your padlock, return all centre-lock keys and pay all amounts owing.

22.8 If you do not comply fully with clause 22.7 by 17:00 on the end date, your notice lapses and this agreement continues as if no notice had been given. The full monthly rent remains payable for every month or part of a month until you give a new valid notice and comply with clause 22.7. We may resume or reactivate your PayFast subscription, or charge you by any other method in terms of clause 5.5.

22.9 Any goods left in your unit or at the facility after you have handed back your unit are deemed to be abandoned, and clauses 18.6 to 18.10 apply to them.

23. Ending the lease: by us

23.1 We may end this agreement for any reason by giving you at least one full calendar month's written notice.

23.2 We may end this agreement immediately by written notice if:

(a) you carry on any unlawful or environmentally harmful activity, or store prohibited goods;

(b) you gave us false information;

(c) you or an authorised person threaten, abuse or harm any of our staff or other tenants; or

(d) you breach any other term of this agreement and do not remedy the breach within 7 days after we notify you of it in writing.

23.3 If this agreement ends in terms of this clause, you must remove all your goods within 14 days after the end date. Any goods not removed by then are deemed to be abandoned, and clauses 18.6 to 18.10 apply to them.

23.4 This clause does not limit our rights in terms of clause 18, or our right to claim any amount owing or damages.

24. Notices, communication and domicilium

24.1 We send notices to the email address and cellphone number you gave us at booking. You must tell us of any change to your contact details, by email, within 7 days.

24.2 Notices to us must be sent by email to sales@storeit.co.za. Notices may not be sent by post.

24.3 Any notice we send by email is deemed to have been received by you on the first trading day after it was sent. A written notice actually received by you is adequate notice, even if it was not sent in the manner set out in this clause.

24.4 You consent to receiving communication about your rental and your account, including reminders, collection messages, notices and service updates, by email, SMS, WhatsApp and phone. This is not marketing.

24.5 For the service of legal process, we choose 164 South African Drive, Honeydew, Gauteng, 2170 and info@storeit.co.za as our domicilium citandi et executandi. You choose the physical address you most recently provided to us, including any collection address given for move-in transport, and your booking email address, to the extent permitted by law.

24.6 Either of us may change our domicilium by giving the other at least 10 days' written notice. A new domicilium must be a physical address in South Africa and may not be a post office box.

25. Personal information

25.1 We process your personal information in terms of our Privacy Policy and the Protection of Personal Information Act 4 of 2013.

25.2 You agree that we may record, photograph and film the contents of your unit when acting in terms of clauses 18, 20 and 21, and keep those records; provide information to the authorities in terms of clause 19; and provide information to our attorneys and debt collectors to recover any amount you owe us.

26. Changes to this agreement

26.1 We may change this agreement, including by introducing new fees, by giving you at least 30 days' written notice by email and publishing the updated agreement on our website. Changes to the monthly rent are dealt with in clause 6.

26.2 If you do not accept a change, you may tell us so in writing within that 30-day period. Your notice of non-acceptance is treated as notice to end this agreement in terms of clause 22.

26.3 If you do not notify us, the change binds you from the date stated in our notice.

27. General

27.1 **Whole agreement.** The agreement is the whole agreement between us about its subject matter. We are not bound by any undertaking, representation, warranty or promise that is not recorded in it.

27.2 **Variation.** Except as set out in clauses 6 and 26, no change to this agreement is valid unless it is in writing and confirmed by an authorised representative of Store it.

27.3 **No waiver.** No indulgence, extension of time or relaxation that we allow you is a waiver of any of our rights, and it does not prevent us from enforcing those rights in the future.

27.4 **Severability.** If any provision of this agreement is found to be invalid or unenforceable, it is severed from this agreement, and the rest of the agreement remains in full force.

27.5 **Cession.** We may cede, assign or delegate our rights and obligations under this agreement to another person by notice to you. You may not cede, assign or delegate any of your rights or obligations.

27.6 **Survival.** Clauses 7, 15 to 19, 22.8, 22.9, 23.3 and 24 to 27 continue to apply after this agreement ends.

27.7 **Law and courts.** This agreement is governed by the law of South Africa. You consent to the jurisdiction of the Magistrate's Court that has jurisdiction over you, even if the amount claimed exceeds its jurisdiction.

28. Your declaration

28.1 By ticking the acceptance box at checkout, you declare and warrant that:

(a) you are the lawful owner of the goods that will be stored in your unit from time to time, or are lawfully entitled to possess and store them;

(b) you have read, understood and accepted this agreement, including the clauses on risk, limitation of liability, unpaid rent and abandoned goods;

(c) where you book on behalf of an entity, you are authorised to bind that entity; and

(d) the information you gave us is true, correct and up to date.

PART B

Free move-in transport

29. Move-in transport

29.1 This Part B applies when you book move-in transport through the link on your invoice, in addition to Part A. You accept it separately by ticking the acceptance box on the transport booking page.

29.2 **Price.** Move-in transport is free for a collection address within 30 km of the facility, measured in a straight line from the facility to the location you mark on the map. If the location is further than 30 km, a flat rate of **R12.00 per kilometre** is charged for every kilometre beyond 30 km, rounded up to the nearest Rand, and is payable through PayFast when you book your transport.

29.3 **One move per unit.** Move-in transport includes one collection per unit rented, from one address to the facility, on the date and in the time slot you book. Additional trips, additional addresses and move-out transport are not included.

29.4 **Booking.** Transport is booked through the link on your invoice and is subject to the availability of time slots. Where a fee is payable, a time slot is only held for a limited time while you pay, and your booking is confirmed once payment is received. We may reschedule a collection because of weather, vehicle breakdown, safety concerns or other circumstances beyond our control, and will tell you as soon as possible.

29.5 **Your responsibilities.** You must:

(a) give us the correct collection address and mark its location correctly on the map;

(b) be present, or have an adult representative present, for the whole collection;

(c) have all goods properly packed, sealed and ready for loading at the start of your time slot, with fragile items packed to protect them, and appliances disconnected, drained and defrosted;

(d) arrange safe and lawful access for our vehicle and team, including any estate, complex or building permissions and parking; and

(e) not give us any prohibited goods to transport.

29.6 We may refuse to load any item that we reasonably believe is a prohibited good or cannot be moved safely. If you or your goods are not ready, or access is not available, at the start of your time slot, any new collection is subject to our availability.

29.7 **Your risk.** The loading, transport, offloading and placing of your goods in your unit are done entirely at your own risk. To the fullest extent permitted by law, Store it, its staff and agents are not liable for any loss of or damage to your goods during loading, transport or offloading, however caused, including breakage, scratches, dents, damage to fragile items, electronics, appliances, glass, mirrors and antiques, road accidents, the acts of third parties, weather, theft and hijacking. To the same extent, we are not liable for damage to your premises during the collection.

29.8 We do not insure goods in transit. You should take out your own insurance cover for your goods.

29.9 Once your goods are offloaded into your unit, they are stored in terms of Part A, and you must lock your unit with your own padlock. Clauses 16.5 and 16.7 apply to this Part B.

29.10 Move-in transport is a free benefit of renting a unit. It has no cash value and cannot be exchanged or refunded.

PART C

Space Upgrade

30. Space Upgrade

30.1 **Overflow.** If, while your goods are placed in your unit during move-in, they need more space than your unit can safely hold, you authorise us to place the remaining goods in one or more available units as close to your unit as practical (each a "Space Upgrade unit"). We decide, in our discretion, whether goods fit your unit safely.

30.2 **Fee.** You agree to pay a fee for each Space Upgrade unit at our advertised monthly rent for a unit of that size, calculated per day by dividing that monthly rent by the number of days in the month concerned, from the day goods are first placed in it until the day it is empty, subject to clauses 30.4 and 30.5.

30.3 **Notice.** On the day goods are placed in a Space Upgrade unit, we will send you written notice by email and WhatsApp, with photographs, stating each Space Upgrade unit's number, its advertised monthly rent and the daily fee.

30.4 **Free period.** If you remove all the goods from a Space Upgrade unit within 7 days after our notice, by prior arrangement with us during access hours, no fee is charged for that unit.

30.5 **Keeping the Space Upgrade unit.** You may book a Space Upgrade unit through the link in our notice. From the date of that booking, the unit becomes part of your unit for all purposes of this agreement, your monthly rent increases by its advertised monthly rent, calculated pro rata for the first month in terms of clause 5.1, and the daily fee in clause 30.2 stops.

30.6 **Payment.** The fee in clause 30.2 is payable on demand, and we may collect it in terms of clause 5.5. Any fee that is not paid is an amount owing under this agreement, and clause 18 applies to it.

30.7 **Keys and risk.** We will give you the centre-lock key for each Space Upgrade unit when we place goods in it, and you must secure it with your own padlock in terms of clause 10. Goods in a Space Upgrade unit are stored at your sole risk on the terms of this agreement, including clauses 15 to 17, from the moment they are placed there. Placing goods in a Space Upgrade unit does not make us a bailee, depositary or custodian of those goods.

30.8 **Ending.** You may end the rental of a booked Space Upgrade unit on its own, in terms of clause 22, like any other unit.

Concluded electronically. This agreement is accepted by the Tenant ticking the acceptance box at checkout, and is concluded with Store It Honeydew (Pty) Ltd, represented by its director. Questions about this agreement may be sent to sales@storeit.co.za.