



# **STORE IT HONEYDEW (PTY) LTD COMPREHENSIVE SELF-STORAGE AGREEMENT AND TERMS & CONDITIONS**

## **1. PARTIES AND FORMATION OF AGREEMENT**

1.1 This Agreement is concluded between Store It Honeydew (Pty) Ltd, Registration Number K2022811823, situated at 164 South Africa Drive, Honeydew, Roodepoort, Gauteng, 2188 ("the Company"), and the Customer whose details are provided at booking.

1.2 This Agreement becomes legally binding upon confirmation of payment.

1.3 By proceeding with payment, the Customer confirms that they have read, understood, and agreed to these Terms and Conditions.

## **2. DEFINITIONS AND INTERPRETATION**

2.1 "Agreement" means this document.

2.2 "Facility" means the premises operated by the Company.

2.3 "Unit" means the storage space allocated to the Customer.

2.4 "Goods" means all property stored in the Unit.

2.5 "Due Date" means the recurring monthly billing date.

2.6 No bailment or warehouseman relationship is created.

## **3. NATURE OF STORAGE**

3.1 Storage is provided on a self-storage basis only.

3.2 No residential occupation permitted.

3.3 The Customer retains exclusive care, custody, and control of all Goods.

## **4. TERM AND RENEWAL**

- 4.1 This is a month-to-month agreement.
- 4.2 Rental renews automatically each month unless cancelled in writing.
- 4.3 Continued occupation constitutes renewal acceptance.

## **5. RENTAL AND RECURRING PAYMENT**

- 5.1 Rental is charged per full calendar month.
- 5.2 The first month is payable in full regardless of move-in date.
- 5.3 Rental recurs monthly on the anniversary of the initial booking.
- 5.4 Payments are processed via PayFast recurring debit.
- 5.5 The Customer authorises recurring billing.
- 5.6 Failure to maintain valid payment details constitutes material breach.

## **6. DEFAULT AND NON-PAYMENT PROCEDURE**

- 6.1 7 days overdue – reminder notice.
- 6.2 14 days overdue – access may be suspended.
- 6.3 30 days overdue – formal written default notice issued.
- 6.4 60 days overdue – Goods deemed abandoned after final written notice.
- 6.5 The Company may cut locks and secure the Unit.

## **7. CONTRACTUAL LIEN**

- 7.1 The Company shall have a continuing lien over all Goods for unpaid rental, damages, legal costs, and related charges.
- 7.2 The lien remains effective until all outstanding amounts are settled.

## **8. ABANDONMENT AND DISPOSAL OF GOODS**

- 8.1 Goods deemed abandoned may be removed without further notice.
- 8.2 The Company may dispose of, donate, destroy, or scrap Goods at its discretion.
- 8.3 No obligation exists to obtain fair market value.
- 8.4 The Customer waives all rights and claims to disposed Goods.

## **9. ACCESS AND SECURITY**

- 9.1 Access hours: 08:00 – 17:00 daily.
- 9.2 Access may be denied if rental is overdue.
- 9.3 CCTV surveillance operates on the premises.
- 9.4 Security measures do not constitute a guarantee against loss.

## **10. RIGHT OF ENTRY**

The Company may enter a Unit without notice:

- (a) in emergencies;
- (b) for maintenance or inspection;
- (c) if prohibited goods are suspected;
- (d) upon payment default.

## **11. PROHIBITED GOODS**

Explosives, firearms, ammunition;  
Hazardous, toxic, or flammable materials;  
Illegal goods;  
Perishables and living organisms;  
Cash or securities;  
Radioactive materials.

## **12. RISK AND LIMITATION OF LIABILITY**

- 12.1 All Goods are stored at the Customer's sole risk.
- 12.2 The Company is not liable for theft, fire, flood, rodents, load shedding, acts of God, civil unrest, or structural defects.
- 12.3 Indirect and consequential damages are excluded.
- 12.4 Maximum liability capped at R1,000.

## **13. INSURANCE**

The Customer is strongly advised to obtain independent insurance.  
The Company does not insure stored Goods.

## **14. CUSTOMER WARRANTIES**

The Customer warrants lawful ownership of Goods and compliance with all laws.

## **15. DAMAGE AND ENVIRONMENTAL LIABILITY**

The Customer is liable for contamination, spills, or structural damage.  
Remediation costs may be recovered.

## **16. CANCELLATION**

One full calendar month written notice via email required.  
Vacating does not constitute cancellation.  
Billing continues until notice period expires.

## **17. DATA PROTECTION (POPIA)**

Personal information collected includes name, address, email, phone number.  
Data used for operational and legal purposes.  
Data retained for up to 3 years post-termination.  
CCTV retained for up to 12 months.

## **18. INDEMNITY**

The Customer indemnifies the Company against all third-party claims arising from stored Goods or breach of this Agreement.

## **19. FORCE MAJEURE**

The Company not liable for events beyond reasonable control including natural disasters, unrest, or utility failures.

## **20. LEGAL COSTS AND JURISDICTION**

Legal costs recoverable on attorney-and-client scale.  
Governed by laws of the Republic of South Africa.  
Customer consents to Magistrates Court jurisdiction in Gauteng.

## **21. GENERAL PROVISIONS**

If any clause is invalid, remaining clauses remain enforceable.  
Failure to enforce rights does not constitute waiver.  
This document constitutes the entire agreement between the parties.