

1.

SERVICE

TCW Self Storage will provide a goods transport service and storage facility (“the Service”) to the Customer comprising of the delivery and collection of Mobile Storage Units (“MSUs”) containing goods of the Customer to be stored at a TCW Storage Facility for the duration of this agreement.

2. CONDITIONS OF USE

- The size of each individual MSU is
- TCW Self Storage will deliver the number of MSUs ordered to the Contract Address and arrange a collection time.
- All loading, offloading and unpacking of MSUs will be done by TCW Self Storage.
- TCW Self Storage staff (or independent contractors) must be supervised by the Customer, who indemnifies TCW Self Storage, its employees and independent contractors of any consequent liability for damage or harm caused to its person or possessions not resulting from gross negligence on the part of TCW Self Storage, its employees or independent contractors.
- The Customer is responsible for locking the MSU with a padlock after loading and will retain possession of its key/ password/ combination.
- TCW Self Storage will not have a key, password or combination for this padlock and will not have access to the content of the MSU for the duration of this agreement. For this reason, all Customers must complete and sign the Inventory List provided.
- No collection will take place without a signed Inventory List being provided.

- MSUs may not be used for any other purpose and Customers may not damage, alter or modify the MSU in any way. Failure to comply with this condition will result in the Customer forfeiting the upfront deposit in its entirety.
- A maximum of two (2) hours is allowed for packing and loading or unloading MSUs at Customer's premises. Should additional time be required, additional charges may apply.
- Our trucks require a minimum access height of 4.5 metres and may need to enter secured premises. Customers must make the necessary prior arrangements to ensure TCW is allowed access to the Contract Address.
- TCW Self Storage reserves the right to reschedule a loading time if the Customer is not ready at the appointed time or if any delays are experienced due to events beyond TCW's reasonable control.
- MSUs **MAY NOT** contain any of the following items:
 - Foodstuffs
 - Unsealed liquids, paint
 - Perishable goods
 - Waste, toxic, pollutants or contaminated goods
 - Firearms, munitions, explosives or fireworks
 - Radioactive materials
 - Hazardous items
 - Gas bottles, aerosols or items that may emit fumes or odours
 - Humans, plants or animals
 - Cash
 - Illegal, stolen or counterfeit goods

- Harmful chemicals including pesticides, insecticides and herbicide

3. DURATION

- This agreement commences once the MSU(s) ordered is/are delivered to the Customer and continues indefinitely until terminated by giving us 48 hours notice.
- Such notice may be given telephonically through our customer call centre at or by emailing us at
- Goods will not be returned to the Customer until payment is received for all outstanding accounts.
- Once notice is received and there are no outstanding accounts, arrangements will be made to dispatch the Customer's MSU(s) to the Contract Address. Customers will be contacted to arrange suitable delivery and collection times.
- TCW Self Storage reserves the right to return the Customer's MSU(s) and immediately terminate this agreement on suspicion of non-compliance with the terms of this agreement.
- TCW Self Storage will comply with any court order for the search and seizure of a Customer's MSU(s).

4. PAYMENT

- Upon completion of the Billing Form, the Customer will be charged one month's rental as a conditional refundable deposit.
- Thereafter, payment is made monthly in advance and billed to client by the first (1st) day of each month.

- Accounts not paid by the seventh (7th) of each month will be charged interest at the prime interest rate.
- Additional charges may be levied for:
 - Loading of goods that are difficult to access or load (for example, goods stored above or below ground level) and reasonably require more than two (2) hours to pack, load or unload.
 - Receipt or delivery of goods on an urgent basis or outside normal trading hours.
- Penalties may be charged for delays caused by the Customer.
- Annual increases will be effective from 1 July. TCW Self Storage undertakes to give Customers thirty (30) days prior written notice of this increase.
- Invoices and statements will be sent electronically to the Customer's elected email address on a monthly basis.
- The Customer hereby pledges by way of security, cedes, transfers and makes over to TCW Self Storage, the content of their MSU(s) pending final settlement of all accounts and any other obligations occasioned by this agreement.
- Accounts that remain unpaid for one month following a final warning from TCW Self Storage will be terminated. TCW Self Storage will be entitled to institute legal action to claim damages and recoup outstanding amounts owed by the Customer as well as additional expenses, interest accrued and legal fees incurred by TCW Self Storage, by selling the content of the Customer's MSU(s). Should the value recouped be less than the amount owed, TCW Self Storage may take further action to recoup the balance owed to it. Alternatively, if the value exceeds the balance owed or awarded to TCW Self Storage, this excess amount will be paid over to the Customer

- The Customer accepts its Contract Address and email provided will be used to serve legal notices.

5. WARRANTIES

By signing this document and/or completing our Billing Form, you agree to the terms of this agreement and warrant that all information supplied is true and correct, including billing information and information supplied regarding the content of your MSU(s).

6. STORAGE FACILITIES

- The TCW Storage Facility is located at 7 Benbow Avenue, Epping Industria 1, Cape Town.
- Persons with suitable identification and authorisation from the Customer may pre-arrange access to their MSU(s) at the facility during ordinary trading hours, provided no account payments are outstanding.
- TCW Self Storage reserves the right to prohibit access to its Storage Facility.

7. INSURANCE

7.1 TCW Self Storage insures its Storage Facility against reasonably foreseeable risks.

7.2 Goods in transit will be insured up to a value of R100,000 per load.

7.3 We do not know the value or condition of the goods stored in your MSU(s) and therefore cannot insure these goods. PLEASE ENSURE YOUR HOUSEHOLD INSURANCE POLICY COVERS THE VALUE OF YOUR GOODS

IN INSTANCES SUCH AS THESE I.E. STORAGE AT A LOCATION OTHER THAN YOUR RESIDENCE OR PLACE OF BUSINESS.

8. INDEMNITY

- Persons entering these premises do so at their own risk and indemnify TCW Self Storage, its employees or independent contractors of any harm or injury caused whilst on the TCW Self Storage premises.
- The Customer indemnifies and takes responsibility for any injury, harm or damage caused to TCW Self Storage, its employees or independent contractors resulting from information supplied by the Customer that is incorrect
- The Customer indemnifies and takes responsibility for any injury, harm or damage caused to TCW Self Storage, its employees or independent contractors resulting from non-compliance with the terms of this agreement, in particular the prohibition of certain goods that may not be stored with TCW Self Storage or in a MSU.

9. PRIVACY

9.1 TCW Self Storage takes all reasonable steps to preserve the privacy of our Customers' personal identifiable information, including their address, contact details and billing information.

1. GENERAL

- This agreement constitutes the whole agreement between the parties and supersedes all prior verbal or written agreements, understandings,

undertakings, representations or warranties by or between the parties regarding the subject matter of this agreement.

- The Customer's rights and obligations stipulated in this agreement may not be ceded, assigned, let, encumbered or otherwise disposed of in any manner whatsoever to a third party.
- TCW Self Storage shall not be liable or be deemed in breach of the agreement by reason of a delay in performance, or any failure to perform, any of its obligations in terms of this agreement if the delay or failure was due to any cause or event beyond its reasonable control.
- No waiver or abandonment by any party of any rights to which such party is entitled in terms of this agreement shall be deemed to be a waiver of any rights under this agreement.
- No variation or alteration of this agreement or any of its terms shall be of any force or effect unless reduced to writing and signed by the parties.
- In the event that any of the terms of this agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.