



Nationwide Storage

Gormanston (Pty) Ltd T/A Nationwide Storage

Address: 1 Khaled Road, Assagay, KZN

These terms and conditions are valid from, 15 April 2025

These are the terms and conditions of the agreement between yourself and Nationwide Storage, and explains your rights, obligations and responsibilities and those of Nationwide Storage.

Phone: 031-705 1076

Email: info@nationwidestorage.co.za

<https://nationwidestorage.co.za>

1 Khaled Road- Assagay- Hillcrest• 3624 • KwaZulu-Natal

Please note that all quotations and rental agreements undertaken with Nationwide Storage, are subject to its standard Trading Terms and Conditions of Sale. Copy available on request.

MINI STORAGE TERMS AND CONDITIONS

DEFINITIONS

1. "Agreement" means this document of "standard terms and conditions" read together with the "Order Form", as well as any Annexures thereto including the Schedule. The use of the term "Agreement" refers to the provision and acceptance of the Order Form, the completion of the "Client Application Form" and this Agreement, jointly. The services offered to you on the website are subject to acceptance, without modification of the Agreement contained herein. By signing the "Client Application Form" you unconditionally signify your assent to the terms of this Agreement and as such the Agreement becomes legally binding between you and Nationwide Storage and further, you warrant that the information you have inserted into the Client Application Form is true and correct in all respects.
2. "Customer" refers to the person or entity specified above making use of the cartage or storage service of Nationwide Storage, whether acting in his personal capacity or in his capacity as agent or otherwise on behalf of a third party.
3. "You" or "your" refers to the Customer.
4. "We", "us" or "Nationwide Storage" refers to Gormanston Trading (Pty) Ltd, trading as Nationwide Storage, which carries on business as a carrier and storage provider of the Goods warehoused at its premises and includes its employees, servants or assigns and agents and any person or persons carrying any Goods forming the subject matter of this Agreement under and in terms of a subcontract with Nationwide Storage.
5. "Client Application Form" or "Lease Agreement" means the application form sent to Customers detailing the Customer's personal details and indicating the Customer's consent and agreement to the terms and conditions set out more fully herein under;
6. "Storage Unit" means the wooden portable storage container used to store the Goods on behalf of the Customer.
7. "The Goods" means the goods which the Customer has instructed Nationwide Storage to store and/or cart on their behalf whether they are situated in the Container or otherwise.
8. "The Schedule" means the Nationwide Storage Price List which contains the particulars of this Agreement which are deemed to be an integral part of this Agreement.
9. "The Rental" means the rental by you of a Portable Storage Unit and/or storage space on a platform and/or outdoor storage space.
10. "Packaging" means but is not limited to Moving Kits, Cardboard Boxes, Document storage, Stationery, Bubble wrap, Mattress & Couch Covers, Moving Blankets, Labels, Tape Dispenser, and includes any form of wrapping or covering to protect the customers' goods.

11. "Lien" means the lien that Nationwide Storage has over the property of the Customer and the Customer is specifically referred to the provisions of clauses 75 to 83 in this regard.
12. Any reference in this agreement to the singular also includes the plural or the reference to male also includes the female.

RENTAL

13. Nationwide Storage rents to you, who hires from Nationwide Storage a Storage Unit and/or storage space on a platform and/or outdoor storage space.
14. Upon marking/ticking the box on Nationwide Storage's order and lease agreement, you acknowledge that you are bound by Nationwide Storage's terms and conditions, and the order and application form will be a legally binding contract.
15. The Rental shall be for a period of no shorter than a month, or for as long as is required on a month-to-month basis by the Customer.
16. The Rental commences upon either of the following occurrences:

Received signed and completed lease agreement; The delivery to you of a Storage Unit; or The delivery by you of goods to be stored at one of Nationwide Storage's conveniently located storage warehouses, either in a Storage Unit and/or storage space on a platform and/or outdoor storage space; or The packaging of the Customer's goods by Nationwide Storage at the request of the Customer, to be carted to a conveniently located storage warehouse;

17. Nationwide Storage shall, upon commencement of the Rental, furnish to the Customer with an invoice which will specify the date on which the Storage Unit and/or the goods were delivered to and/or from storage. The Customer has 30 days in which to dispute the accuracy of the invoice in writing after which time the accuracy of such invoice, will be prima facie proof of such indebtedness.

RATES AND CHARGES

18. Nationwide Storage agrees to levy the charges reflected in the Schedule as remuneration for any services provided by Nationwide Storage to the Customer. In the absence of the Schedule and/or any other written and signed agreement between Nationwide Storage and the Customer, Nationwide Storage agrees to levy the charges reflected in its standard tariff of charges, which it is entitled to amend upon 1 week's notice to the Customer. Nationwide Storage shall be entitled to allocate all payments made by the Customer to Nationwide Storage toward any debt payable by the Customer to Nationwide Storage at its own discretion.
19. The Customer agrees to pay to Nationwide Storage the charges levied.

20. Any quotation and/or charges quoted by Nationwide Storage to the Customer exclude insurance, customs duties and any other fees payable to Government departments. Accordingly, should any such charges arise during the course of the Customer's Agreement with Nationwide Storage, such charges shall be payable by the Customer in addition to the charges levied by Nationwide Storage for their services.
21. Packaging delivered to the Customer, and/or collected by the Customer from Nationwide Storage's facilities and/or utilised by Nationwide Storage's staff in terms of our packing service, will be charged for on the first invoice of the month in which the agreement commences.
22. If the Customer requires Nationwide Storage to wrap and pack or dismantle any of the Customer's belongings/goods, the Customer must provide Nationwide Storage with prior notice thereof and a consultant of Nationwide Storage will quote separately for such service, and will be charged for on the first invoice of the month in which the agreement commences.

PAYMENT

23. Payment is due on the last day of each month. The Customer may not deduct or withhold payment of any amounts due in terms of the Agreement for any reason whatsoever.
24. Payment made by EFT is due on the 25th of each month in advance.
25. All cash deposits will be made into Nationwide Storage's FNB account provided (account name is Gormanston Trading). Proof of such deposit must be emailed to Nationwide Storage, with the Customer's name written on it, in order to match the payment.
26. In the event of long term Customers paying by way of debit order, all variable amounts owed by the Customer to Nationwide Storage will be deducted from the Customer's bank account or credit card via debit order on the last day of every month. Penalties will be levied to the Customer if the debit order is returned as unpaid irrespective of the reason.
27. Invoices shall be sent during the month to the Customer's e-mail address provided on the Client Application Form, which address the Customer chooses as ancillary to his physical address domicilium citandi et executandi and the Customer is responsible for notifying Nationwide Storage of any changes thereto immediately.
28. Email reminders are sent at the end of the month, thereafter a grace period of 7 days exists, after which Nationwide Storage shall charge penalties as provided for.
29. Payment can be in form of cash deposit or Electronic Funds Transfer (EFT), or by way of debit order, cheques and cash are not accepted.
30. Storage fees are charged per calendar month and only on a pro-rata basis for the month the Lease Agreement is signed.

31. The sales order is formulated from an inventory supplied by us, and although the number of Storage Units estimated to store all the goods listed are derived from this inventory, it remains an estimate due to the differences in style, shape, size and weight of the goods that are unknown to Nationwide Storage. Any goods that are too large to fit inside the Storage Units will be wrapped in a protective sleeve and then stored on alternatively at an additional cost per calendar month. The payment for all extra services rendered by Nationwide Storage (extra Storage Units, delivery charges, wrapping, hoisting etc.) other than what is reflected on the original invoice will be invoiced after the collection.
32. Nationwide Storage may increase the storage fees when deemed necessary with one calendar month's written notice to the Customer, regardless of the date of commencement of this agreement.

LATE PAYMENTS AND PENALTIES

33. If any amount is not paid on due date, Nationwide Storage may without prejudice to any rights it may have and subject to the provisions of the National Credit Act (if applicable), charge interest on any overdue amount at the applicable prescribed legal rate or at the prime rate plus 5% per annum as charged by Nationwide Storage's bankers, whichever is the higher, and in Nationwide Storage's sole discretion.
34. Further, Nationwide Storage will levy a penalty for late payments as follows:
R100 per day after a 7 day grace period, per unit. if payment is not made within 21 days after due date; further action will be taken at our discretion as follows:
 - a. Cancel the agreement, and utilise the deposit against outstanding amounts.
 - b. Take possession of the unit and its contents.
 - c. Claim payment for damages, cleaning charges, interest charges, legal collection fees, and any other applicable charges.
 - d. Sell off and dispose of the goods as the Owner sees fit, in order to cover all outstanding amounts owing.
35. Nationwide Storage will levy an auction assessment fee of R500 per unit when the unit is assessed.
36. Nationwide Storage will levy a "cut the lock fee" of R225.00 per unit, if payment is not made within 21 days after the due date.
37. Returned and unpaid debit orders will carry a penalty fee of R270.00 on each occasion of such return or unpaid debit order.
38. A certificate issued by a director of Nationwide Storage or his lawful Agent as to the indebtedness of the Customer shall be prima facie proof of the Customer's indebtedness to Nationwide Storage and of all such other facts for the purposes of legal proceedings such as, provisional sentence or summary judgment whatever the case may be.

SURETYSHIP

39. Nationwide Storage shall have the right to, at any time during the currency of this agreement, if and when it requires, in its sole and absolute discretion, require the Customer to provide Nationwide Storage with one or more sureties to Nationwide Storage's satisfaction, notwithstanding that current sureties may be in place.
40. Should Nationwide Storage require the Customer to provide such sureties or new sureties, the Customer shall provide such proposed surety within 7 (seven) days of receipt of a notice from Nationwide Storage calling upon the Customer to do so, where Nationwide Storage shall be entitled to perform such credit verification on the prospective surety as it deems necessary.
41. Should Nationwide Storage choose to accept such surety, the Customer shall ensure that the surety sign and return a Deed of Suretyship within 7 (seven) days of receipt of the original therefrom from Nationwide Storage.
42. Should Nationwide Storage choose not to accept the surety, for any reason whatsoever, in its sole and absolute discretion, the Customer shall be obligated to provide a new surety within 7 (seven) days thereafter.
43. Any breach of these clauses by the Customer shall be viewed as a material breach of this agreement enabling Nationwide Storage to cancel the agreement forthwith.
44. The surety chooses his/her/their domicilium citandi et executnadi at the address stipulated in Nationwide Storage's Deed of Suretyship.
45. The above-mentioned person hereby binds himself/herself jointly and severally as surety and co-principal debtor for the due and proper performance of all the obligations of the Customer in terms of this agreement.

COLLECTION OF GOODS AND TRANSPORTATION OF GOODS

46. Nationwide Storage must be informed in writing of any weight/height restrictions imposed at the collection address that will prevent Nationwide Storage's trucks from entering your premises/complex. In the event of Nationwide Storage's 3.8-ton truck being unable to gain access to your premises and/or Nationwide Storage's staff being unable to access corridors, stairwells, lifts and common ground walkways into your premises. In the event that restrictions were not mentioned or not related accurately, a surcharge based on and calculated at Nationwide Storage's standard rate will be added for all alternate steps Nationwide Storage had to take, such as but not limited to, extra staff or longer hours. This will be communicated to the Customer at or during the time of the collection or delivery of the Customer's goods or thereafter if the Customer is not available during the time or at the premises of collection or delivery of such goods.
47. Unless the Customer has informed Nationwide Storage of any restrictions aforementioned, it is assumed that your goods are to be removed at ground level and that the truck can stand within 20 meters of your doorway.
48. Nationwide Storage is not liable for any damage caused because of difficult access to or from the premises of the Customer.

49. The Customer agrees to ensure that the goods are prepared in advance for loading on the date provided by Nationwide Storage to the Customer and that all necessary documentation and payments have been prepared and made by the Customer to Nationwide Storage in advance to ensure that no delay is caused by the Customer when Nationwide Storage arrives to collect the goods. Furthermore, the Customer agrees to ensure that all premises and locations at which to collect and deliver the goods will be safe, suitable and have adequate access.
50. Nationwide Storage has full discretion as to the route it takes when transporting the goods.
51. The Customer agrees that Nationwide Storage transports and stores the goods at the Customer's own risk and the Customer hereby indemnifies Nationwide Storage, notwithstanding the provisions of the Consumer Protection Act 68 of 2008, from any loss and or damage howsoever arising and of whatsoever nature during the course of Nationwide Storage providing its services to the Customer, which includes transportation of the goods. This indemnity includes, but is not limited to, any liability for direct and/or consequential loss or damage arising from loss of goods, damage to goods, the failure to collect or deliver goods timeously, adequately or at all, or from any other cause howsoever arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of Nationwide Storage, its agents or employees, or otherwise, or any damage that occurred as a result of vis major.
52. Nationwide Storage is indemnified for any loss or damage however arisen or caused to the Customer's goods which were packed and packaged by the Customer.

USE OF STORAGE FACILITY, DANGEROUS GOODS, HAZARDOUS SUBSTANCES; PERISHABLE GOODS AND DAMAGE TO GOODS

53. The Customer is to supply its own padlock and key for the purpose of locking the Storage Unit (alternatively one can be supplied by Nationwide Storage at your expense).
54. The Customer shall retain the key to the padlock of the Storage Unit at all times.
55. The Customer agrees to defrost all refrigerators and freezers and disconnect all water connections to washing machines and dishwashers before collection.
56. The Customer agrees not to deliver for storage: dangerous goods; hazardous substances; substances which can cause a fire or explosion if they come into contact with each other; any form of explosive whatsoever; substances that are toxic or corrosive, or any perishable goods, or any goods that may have bad odours.
57. Should the Customer deliver for storage any liquid substances, or chemicals, such substances must be in containers (which are clearly labelled) with lids, which properly seal to prevent vapours from being released into the air and to reduce the risk of spillage, and the Customer obliged to inform Nationwide Storage in writing of the substances and manner of storage.

58. Nationwide Storage reserves the right to dispose of any and all dangerous goods, hazardous substances, or perishable goods, stored without its knowledge and prior consent, without notice to the Customer and which are not removed by the Customer and/or are not sufficiently marked or identifiable by Nationwide Storage. Any costs incurred by Nationwide Storage in this process shall be for the Customer's account.
59. The Customer agrees not to deliver for storage any goods which are likely to encourage beetles, moths, vermin, woodworm or wood boring insects or any similar infestation. Should the Customer choose to deliver such goods to Nationwide Storage despite the contents of this clause and without the express consent of Nationwide Storage, Nationwide Storage cannot be held liable for any loss or damage suffered by Nationwide Storage, the Customer or any third party and the Customer hereby indemnifies Nationwide Storage against any and all such claims of whatsoever nature. Should Nationwide Storage discover any such goods upon its premises, Nationwide Storage reserves the right to dispose of such goods in a manner which it deems fit in its sole discretion without any notice and/or liability to the Customer.
60. Nationwide Storage agrees to take all reasonable steps to protect the Storage Units from any infestation of beetles, moths and vermin, woodworm or wood boring insects or any similar infestation.
61. Although Nationwide Storage will take all reasonable steps to safeguard the Customer's goods, the Customer hereby indemnifies Nationwide Storage and holds Nationwide Storage, its officers, directors, employees, affiliates and their respective successors and assigns harmless for any loss, theft or damage sustained to any goods held in storage with Nationwide Storage for so long as the goods are held on Nationwide Storage's premises. This indemnity extends to encompass all goods stored with Nationwide Storage, including goods stored in containers as well as motor vehicles, trucks, trailers, boats, motorbikes or similar vehicles, which may be stored outdoors. The Customer gives Nationwide Storage permission to occasionally move the vehicles and other assets mentioned above. All risk in and to the goods remains that of the Customer and the Customer stores such goods at its own risk.

INSURANCE ON GOODS

62. Nationwide Storage strongly recommends that you insure your goods against all insurable damages during removal, shipping and storage for their full replacement value with your own insurer. Nationwide Storage currently cannot offer insurance for customers items.
64. It is specifically recorded that the exclusion of liability of Nationwide Storage provided for elsewhere in these terms is based on the assumption that the Customer is able to take out their own insurance as aforesaid to cover the risk loss or destruction of the goods.
65. Nationwide Storage will not be held liable for any damages whatsoever arising out of the Customer's failure to obtain insurance cover.

LICENSES AND PERMITS

66. In the event of Nationwide Storage being obliged to take out or obtain any licenses or permits, or to comply with the requirements of any lawful authority, it shall be entitled to make an additional charge to cover these expenses which are not already included in Nationwide Storage's standard tariff or in the Schedule. In the event of Nationwide Storage being obliged to deviate from the route selected by it, or to carry the goods over another route, for any reason whatsoever, including but not limited to adverse weather conditions, impassable or dangerous roads, or the instructions of any competent authority, Nationwide Storage shall be entitled to charge an additional remuneration in proportion to the resulting extra distance travelled.
67. If any license and/or permit to handle goods are required under any law, Nationwide Storage will not commence with its obligations and/or duties until it obtains the required license and/or permit. The Customer agrees to provide all assistance and information required by Nationwide Storage for the purpose of applying for or obtaining any such license and/or permit.

DELAY

68. Nationwide Storage shall not be liable to the Customer for any delay in delivery or otherwise brought about by Nationwide Storage's submission with any instructions issued by any competent authority. Any extra costs incurred by Nationwide Storage as a result of such submission with any such instructions shall be added to the charges due by the Customer where the same is not provided for in the Schedule.

ONUS OF PROOF

69. The onus of proving the quantity, type, physical properties and composition and the condition of the goods and/or the condition of any Storage Unit at the time of receipt thereof by Nationwide Storage shall at all times remain with the Customer.

OUTSIDE AGENCIES

70. The use of outside agencies and/or third parties and/or subcontractors will not be permitted to perform any work on Nationwide Storage's premises and/or warehouse without the prior written approval by Nationwide Storage. This excludes the delivery and collection of Goods to and from the premises and warehouse in the normal course of business.

CANCELLATION/TERMINATION

71. Nationwide Storage requires that tenants provide written notice of cancellation or termination of the agreement by way of e-mail or hand-delivered notice to us, with 30 calendar days notice. For instance, if you plan to move out at the end of January, notice must be given before the 1st of January to avoid being liable for the February rental charge.
72. Access to Nationwide Storage facilities requires a 24-hour notice period.
73. Nationwide Storage requires 5 days notice to book a redelivery and is dependent on availability.
74. The Customer's account must be paid up to date in order to access their Storage Unit. If the Customer is not up to date with payment, Nationwide storage holds the right to lock their storage unit until the account is up to date.
75. Penalties for cancellation not done in terms of this agreement will be as follows:
A full months rental if notice is not given 30 calendar days prior to cancellation

LIEN OVER GOODS IN FAVOUR OF NATIONWIDE STORAGE

76. The Customer warrants that the Customer is the owner of the goods stored and contained in the Storage Unit. Nationwide Storage is indemnified by the Customer (storer) against any and all claims by any third parties who claim that any goods stored in Nationwide Storage's facilities belong to a particular third party. Any customer storing goods in Nationwide Storage's facilities warrant that the goods belong to the storer of the goods and not any third party. Nationwide Storage will not be held liable for any loss associated with the sale of goods belonging to any third party who claims possession of the goods if such goods have been stored in Nationwide Storage's facilities. Any legal costs in protecting the rights of Nationwide Storage as provided for in the aforementioned clauses shall be for the Customer's account.
77. The Customer gives security for punctual and due performance of all the Customer's obligations to Nationwide Storage in terms of this agreement, (including legal and collection fees), by pledging, ceding and transferring all its right, title and interest in and to all goods stored and contained in the Storage Unit.
78. Your attention is drawn to the fact that you cede the contents of your unit(s) to Nationwide Storage on your continuous default and after due notice has been given, which results in Nationwide Storage being exempted from having to apply for a court order in order to sell your goods at auction or otherwise as provided for in these terms and conditions.
79. Nationwide Storage may at its sole and absolute discretion decide to sell the goods or any item stored with which forms part of the goods, to a third party to ensure that the best possible price is achieved.

80. Nationwide Storage shall have a lien on all goods in storage for any sum due to it by the Customer and unpaid. Accordingly, Nationwide Storage will have a legal right to withhold or ultimately dispose of some or all of the Goods, as described below, to offset any amounts due by the Customer to Nationwide Storage in terms of this Agreement until all amounts owed by the Customer to Nationwide Storage have been paid in full.
81. Should the Customer fail to make payment of any amounts due to Nationwide Storage within 21 days' notice by e-mail, from Nationwide Storage to the Customer, Nationwide Storage will, without further notice to the Customer, have the right to open and examine the whole or any part of the Storage Unit and/or the goods and in its discretion, to sell the whole or any part thereof and to allocate the proceeds of such sale, after deducting all expenses thereof, in payment towards any sum due to Nationwide Storage by the Customer. Nationwide Storage does not take responsibility for the loss of any goods that the Customer might consider of sentimental value neither for the loss or sale under value of goods given for sale to an auction house or third party.
82. The Customer must submit a written request to Nationwide Storage within 60 days of the scheduled auction date to receive any outstanding funds, without interest, owed to them after the sale mentioned above and provide their banking details. Failure to provide account details within this time period after the auction date will result in Nationwide Storage retaining all profits made from the auction of the goods. Should any goods remain after such a sale has been conducted, the Customer will be entitled to take delivery of such goods. Nationwide Storage will accordingly be entitled to levy storage charges for these goods in accordance with the provisions of this Agreement and further be entitled to recover any such charges from the Customer in accordance with the terms of this Agreement.
83. Should the Customer fail to notify Nationwide Storage, as provided for in this agreement, of a change in the Customer's e-mail or physical address, Nationwide Storage will be released from all liability whatsoever and howsoever arising, and will not be liable for any damages which the Customer may suffer, in respect of the goods stored by the Customer with Nationwide Storage, or by Nationwide Storage exercising its lien in terms of this agreement and selling the Customer's goods.
84. The exercise by Nationwide Storage of any of the rights accorded to them by this clause will be without prejudice to any other rights they may have under this Agreement or at common law in respect of the non-payment by the Customer of Nationwide Storage's charges.

COMMUNICATIONS AND NOTICES

85. Any communication notice given by a party under this Agreement shall:
be in writing and in English; be sent to the relevant party at the e-mail address set out in the Application form.

86. Notices will be given and are deemed received:

by e-mail to the relevant party, and deemed to be received within 24 hours from sent date; Any change to the contact details of a party shall be notified to the other party and shall be effective: on the date specified in the notice as being the date of such change; or if no date is so specified, 5 business days after the notice is deemed to be received.

87. The Customer chooses as their domicile/selected address to which any court processes may be served (*domicilia citandi et executandi*) for all purposes under this agreement, the physical and e-mail address which appears on the Client Application Form.

88. The Customer may change their domicile/selected address to another physical address in South Africa, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by Nationwide Storage.

MAGISTRATES COURT JURISDICTION

89. The parties to this agree that any Magistrate's Court having jurisdiction in respect of the Customer shall have jurisdiction in respect of all matters, disputes and claims arising out of this agreement, although such matters may exceed or be outside of such jurisdiction, without prejudice to Nationwide Storage's right of proceeding in any High Court having jurisdiction.

90. Nationwide Storage, however, shall be entitled, in its discretion, to institute proceedings in the High Court, to which jurisdiction the Customer hereby consents, despite that the matter may fall within the jurisdiction of the Magistrate / Lower Court.

91. The Customer shall be responsible for all the costs incurred by Nationwide Storage on the attorney and own client scale of charges.

92. Should the Customer fail to advise Nationwide Storage of a change in address and Nationwide Storage being unable to locate the Customer physically for purposes of service of any court process, Nationwide Storage will be deemed to have complied with its obligation to ensure service of the court process when service is effected on the Customer at his/her/its chosen *domicilium citandi et executandi*.

DEFAULT

93. Subject to the provisions of clauses 11 and 75 to 84 herein before;
Should the Customer:

Fail to pay any amount payable in terms of this agreement within seven business days of the date of notice of default; or Commit or fail to observe, suffer or permit the commission of any breach of any of the terms or conditions of this agreement (all of which terms and conditions are hereby acknowledged to be material) and persist in such failure to pay or failure to observe the notice period after delivery to the Customer of written notice requiring the Customer to remedy the breach, within seven business days from date of notice referred to aforesaid; Any extension of time by notice or any failure by Nationwide Storage to immediately place the Consumer in mora must not be construed as a waiver of any right Nationwide Storage has in terms of this agreement nor be seen as a variation to the terms of default in this agreement. The whole amount outstanding and due and payable in terms of the agreement is payable on notice of default and arrears. Partial payment will not cure the default and Nationwide Storage may proceed to recover such outstanding amount in terms of this agreement. Nationwide Storage shall be entitled to, notwithstanding the aforementioned; terminate this agreement; and/or elect, in writing to continue with this agreement on a month-to-month basis, terminable by Nationwide Storage on one month's written notice to the customer but subject otherwise to all the terms and conditions of this agreement.

GENERAL

95. Nationwide Storage may in terms of the provisions of section 11(1)(b) of the Protection of Personal Information Act 4 of 2013 use the Customer's personal information to carry out actions for the conclusion or performance of this agreement.
96. The Customer consents to Nationwide Storage and/its agents requesting any information available on any Credit Bureau and/or financial institution regarding the Customer.
97. In the event and after the sale of the Customer's goods by way of public auction in terms of this agreement and there still remains an outstanding amount, Nationwide Storage may file a negative report against the Customer's profile at one or more of the major Credit Bureaus in South Africa.
98. Nationwide Storage is aware of and respects the Customer's right to information in plain and understandable language as set out more fully in Section 22 of the Consumer Protection Act. As a result, Nationwide Storage has an open-door policy that allows and invites customers that struggle to understand any terms as set out herein, in any notice or Agreement to raise said query with Nationwide Storage and one of the representatives will call the Customer to explain the same.

99. No party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent subject to the proviso that any such consent requested shall not be unreasonably withheld or delayed.
100. If any provision of this Agreement, or part of any provision, is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
101. No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
102. No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
103. If there is a conflict between the terms contained in the main body of this Agreement and the terms of the schedules, appendices or annexes to this Agreement, the terms of the main body of the Agreement shall prevail.
104. The language of this Agreement is English. All documents, notices, waivers, variations and other written communications relating to this Agreement shall be in English.
105. All documents, notices, waivers, variations and other written communications relating to this Agreement shall be sent by e-mail to the Customer's email as set out in the Application form.
106. This agreement constitutes the entire agreement between the parties who acknowledge and record that there were no prior representations or warranties given which induced the contract, save for insofar as such warranties or representations are set out herein.