

Member services agreement

Entered by:

Xtraspace (Pty) LTD (Registration No: 2009/004652/07, VAT No: 4840254439) (“XS”)

Physical Address:

Company Name

Full Name of Member

Identity Number / Passport Number

Registration Number

VAT Number

Physical Address

Cellular Telephone Number

E-Mail Address

Marital Status (If an individual)

(the “MEMBER”)

Service type and ancillary information schedule

Self-Storage Services

Facility Location

Commencement Date

Lease Period

Unit Size

Rate per month incl. VAT

R

Deposit payable on signature

R

Admin Fee per month incl. VAT

R

Payment method (monthly)

Debit Order Deposit EFT Direct

Office Services

Facility Location

Commencement Date

Lease Period

Service Option

Serviced office Co-Working Virtual Package

Basement Parking Boardroom Storage Day Package

Service fee per month Ex. VAT

Dedicated parking bay p/m incl. VAT*

Additional IT fees incl. VAT

Deposit payable on signature Incl. VAT

Payment method (Monthly)

EFT

Direct Deposit

Documents required on sign up:

ID/Passport

Proof of Address

If a company, all company documents

Bank confirmation letter if payment is made by direct debit.

SERVICES TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The MEMBER wishes to make use of the services selected on the cover page of this agreement and XS is prepared to provide such services to the MEMBER at the fees and upon the standard terms recorded herein, as amplified by the Specific Service Provisions applicable to the relevant service to be utilized by the MEMBER. The Specific Service Provisions applicable to the services selected by the MEMBER shall be incorporated herein by reference, with a hard copy thereof to be initialed by the MEMBER and attached hereto.
- 1.2. These standard terms are expressly communicated to any MEMBER prior to the conclusion of any contract and shall prevail, where applicable, over any particular provision of the Specific Service Provisions or any other contradictory document.
- 1.3. As such, XS may provide the MEMBER with exclusive access to storage space, office space, non-exclusive access to office space or storage facilities, work stations, internet service, office equipment, loading or moving equipment, conference space, knowledge resources, and other services as XS may offer from time to time pursuant to the terms of the service membership agreed by the MEMBER. Such services, and this Membership Services Agreement, are personal to the MEMBER and may not be assigned to, transferred to or shared with any other party.
- 1.4. This Services Agreement is intended by the parties to be analogous to an agreement for accommodation in a hotel, pursuant to which XS affords the MEMBER the use of the designated facility in order to provide the MEMBER with the services as anticipated in 1.3 above. As such, it expressly does not constitute, nor may it be deemed to constitute, a lease agreement and the application and status of commercial leases is thus expressly excluded, regardless of the effective duration of the services agreement or the MEMBER's corporate form. The whole of the facility remains XS property, in its possession and under its control. It shall in no way be construed so as to grant any MEMBER any title, servitude, lien, possession or related rights in XS's business, the relevant XS property or anything contained in, at or on the XS facility. This Member Services Agreement accordingly creates no tenancy interest, leasehold estate, or other real property interest, nor does it create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent this relationship.
- 1.5. Conclusion of this contract implies, and shall be deemed to constitute, the acceptance of these standard terms by the MEMBER.

2. FEES & CHARGES

- 2.1. Fees and other charges payable by the MEMBER in respect of the services are recorded on the cover page of this Services Agreement.
- 2.2. All fees and charges payable to XS shall be made without deductions or set into such bank account as XS may stipulate in writing from time to time. All fees are payable monthly in advance on or before the first day of each month. The MEMBER shall not for any reason whatsoever withhold, defer, or make any deduction from or set off against, any payment due to XS in terms of this agreement, irrespective of any actual or deemed indebtedness of XS to the MEMBER, or actual or deemed breach of any obligation to the MEMBER, from whatsoever cause arising.
- 2.3. XS may modify the amount of the fee due at any time, subject to notifying the MEMBER of the effective date of such fee modification 30 (thirty) calendar days in advance thereof. Unless terminated by the MEMBER in writing as provided for in this agreement, the new amount of the fee will be applied from the stated effective date.
- 2.4. A copy of this agreement, together with the MEMBER'S own proof of payment, will be for the purposes of this agreement be deemed to be a proper VAT invoice and XS will be under no obligation to issue any further VAT invoice.
- 2.5. Should a MEMBER -
 - 2.5.1. Fail to pay any service fee or charge on the due date for payment thereof; or
 - 2.5.2. Commit a breach of any of the other terms of this agreement;
 - A formal letter of demand will be immediately dispatched to the MEMBER's e-mail and postal address;
 - Such letter of demand will afford the MEMBER 10 (ten) business days within which to rectify the default, failing which this Services Agreement will automatically terminate without further communication to the MEMBER;
 - Upon termination of this Services Agreement, the MEMBER's default will be reported to an appropriate Credit Bureau for the purposes of 'blacklisting'. Such an adverse credit report will have an extremely negative impact on the MEMBER's ability to procure retail credit;
 - Further legal recourse and practical steps to be implemented by XS following a MEMBER's default are recorded in the Specific Service Provisions applicable to the services selected by the MEMBER.
 - 2.5.3. In addition to the above, all late payments (all of which constitutes a default for purposes of 2.5.2 above) shall attract an immediately due administration fee of R308.00 incl. VAT in favour of XS, and all legal fees related to the recovery of the MEMBER's indebtedness (including without limitation, postage, collection commissions & attorneys' fees) shall similarly be for the MEMBER's account.

3. DURATION

- 3.1. Unless otherwise provided writing, this agreement is concluded for a minimum period of 1 (one) calendar month and shall automatically and tacitly renew for successive periods of one month, unless terminated by either party in writing at least 30 (thirty) calendar days before the monthly due date. Failure to provide this notice timeously will result in the MEMBER forfeiting his/her deposit and/or being liable for an additional one month's rental.
- 3.2. The commencement date referenced on the cover page of this agreement constitutes the effective date for the provision of the services, irrespective of whether the MEMBER utilizes the agreed services from such date, or not.

4. INSURANCE

- 4.1. The MEMBER undertakes to ensure that all goods brought onto any facility location of XS are properly and comprehensively insured at all times against any loss of whatsoever nature, including but not limited to any damage or loss from burglary, theft, robbery, breakage, fire, storm, flood, earthquake, tempest, riots, labour strikes, civil commotion and to cover public liability of any kind, by an insurance company of proper repute.
- 4.2. Such an insurance policy shall be a prerequisite for entering into this Agreement and the MEMBER shall be free to select appropriate insurance from a provider of his/her choice, provided that such insurance is obtained prior to the commencement date.
- 4.3. XS may suggest the insurance product of a particular insurance company to the MEMBER, but any such insurance agreement shall be entered into directly between the MEMBER and the specific insurance company, with no recourse whatsoever to XS. To that end, the MEMBER and its insurer, whether it is the insurer suggested by XS or another insurer, expressly waive any recourse against XS or its insurer, the owner of the facility property and its insurer, and the other occupants of the facility property and their insurers, in the event of a loss.
- 4.4. The MEMBER will retain and keep current its insurance throughout the duration of the agreement, in particular the payment of the related premiums, and must notify XS of any modification which may be made to it. Should the MEMBER fail to take out insurance under the conditions provided for in this agreement, or allow such insurance to lapse, XS shall be entitled, but not obliged, to refuse to enter into this agreement or to terminate it under the conditions specified in these standard conditions.
 - 4.4.1. The risk of loss in and to any goods brought on XS's properties or facilities shall remain with the MEMBER at all times. XS shall not accept any liability for any loss or damage to the MEMBER's goods, equipment or personal valuables under any circumstances.

5. LIABILITY AND WAIVER

- 5.1. XS shall not be liable for any claim of whatsoever nature (whether in contract or in delict) and whether for damages or otherwise, howsoever arising, including but without limiting the generality of the aforesaid for:
 - 5.1.1. Any act or omission of XS or an agent or employee of XS; and/or
 - 5.1.2. Any loss, damage or expense arising from or in any way connected with any circumstances, cause or event beyond the reasonable control of XS, including but without limiting the generality of the aforesaid, strike, lock-out, stoppage or restraint of labour, health emergencies; and/or
 - 5.1.3. Damage or injury suffered by the MEMBER or any person whomsoever arising out of any cause whatsoever as a result of XS's execution or attempted execution of its obligations to the MEMBER.
 - 5.1.4. For the avoidance of doubt, and notwithstanding anything to the contrary herein, XS shall not be liable to the MEMBER or any third party, whether in contract, delict or otherwise, for any direct, indirect or consequential damages arising from or in connection with the use of the services rendered by XS in terms hereof, including (without limitation) loss of data, profits or custom, and/or business foregone, whether foreseeable or not and whether or not in the contemplation of the parties at the time of the conclusion of this agreement, whether negligent or otherwise.
 - 5.1.5. The MEMBER shall be responsible for any damage caused by it to any XS facility or equipment, irrespective of whether such damage was caused by the MEMBER personally, persons belonging to his/her company or third parties who are present in or about the relevant XS facility with the knowledge, or at the invitation, of the MEMBER, and irrespective, moreover, of whether such damage was caused negligently or deliberately.

6. ADDRESS FOR SERVICE

- 6.1. The parties select their respective addresses on the cover page hereof as their domicilium citandi and executandi for the delivery of all notices or correspondence that may be issued pursuant to the provisions hereof. To that end, it is expressly agreed that electronic mail addresses (email addresses) furnished on the cover page hereof shall be equally effective for the service or delivery of notices or correspondence to each other, and the parties undertake to vigilantly monitor the said e-mail addresses furnished on the cover page accordingly.
- 6.2. Any notice or other communication to be given to any of the parties in terms of this Agreement shall be valid and effective only if it is given in writing, provided that any notice given by e-mail shall be regarded for this purpose as having been given in writing.
- 6.3. A notice to any party which is delivered to that party by hand at the address specified for it on the cover page shall be deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.
- 6.4. Each notice by e-mail to a party at the e-mail address specified for it in on the cover page shall be deemed to have been received (unless the contrary is proved) within 4 (four) hours of transmission if it is transmitted during normal business hours or within 4 (four) hours of the beginning of the next business day at the destination after it is transmitted, if it is transmitted outside those business hours.
- 6.5. Notwithstanding anything to the contrary herein, a written notice or other communication actually received by any party (and for which written receipt has been obtained) shall be adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

7. PERSONAL INFORMATION / PRIVACY

- 7.1. By his/her signature to this agreement, the MEMBER records his/her understanding that XS will collect, process and use the personal information provided in this agreement for a number of reasons, including specifically to assess the MEMBER's credit worthiness. To that end, the MEMBER confirms that the information given by him/her is both accurate and complete.
- 7.2. XS may collect, process and/or use personal data about the MEMBER in a variety of ways, including personal data that may be provided by the MEMBER upon execution of this Agreement or during the membership term, and information that may be gathered from XS security cameras located on the facility premises. XS may collect, process, use, store and transfer personal data in accordance with applicable laws, for various purposes including facilitating the agreed services, performing the aforesaid credit assessment, performing accounting and administrative tasks, internal review and audit, compliance with obligations under applicable laws and regulations, to enforce or manage legal claims and otherwise in accordance with legal directives from competent authorities from time to time. For the purposes stated above, XS may transfer the personal data collected and make it available to XS employees, advisors, professionals, subcontractors, independent consultants, external third-party service providers and affiliates.
- 7.3. The MEMBER hereby expressly consents to and authorises XS to furnish credit information concerning the MEMBER's dealings with XS to a credit bureau and to any third party seeking a trade reference regarding the MEMBER.

8. GENERAL TERMS OF SERVICE

- 8.1. The MEMBER will (and will cause his/her authorised users to) comply with all relevant laws and regulations in his/her use of the services at all times. Without limiting the foregoing, the MEMBER agrees that when on any XS facility premises or using the services, he/she (including any authorised users) will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; use any material or information in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; create a false identity for the purpose of misleading others; obstruct any access to XS facility premises; create any circumstances of disrepair or damage any XS property or the XS facility premises; bring any pets onto the premises (unless permitted by law); disrupt, cause a nuisance to or interfere with any fellow Members or fellow Members' access to the services; or otherwise violate this Services Agreement.
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- 8.2. XS has a clear and unambiguous zero tolerance policy as it relates to race or gender based abuse, violent and/or aggressive behaviour and related abusive language, and any breach of this policy, whatever the motivation for the action, will result in the immediate termination of this agreement and the removal of the offending party from the XS facility premises.
- 8.3. XS reserves the right, at all times during the currency of this agreement, to assign alternative space (whether storage unit, office or desk) to a MEMBER in the event of a natural disaster, building defect, or any other occurrences deemed necessary to protect a MEMBER, employee, guest or movable goods.
- 8.4. In this respect, XS reserves the right moreover to enter any allocated space at reasonable intervals and after due notice during business hours in order to check the condition of the facilities. In cases of urgent danger, XS shall enter any allocated space without prior notice and in the absence of the MEMBER.
- 8.5. In terms of the Tobacco Products Control Act No. 83 of 1993 ("the Tobacco Act"), smoking of tobacco products in any public place and/or workplace (as defined by the Tobacco Act) is prohibited, other than in a designated smoking area (as defined in and regulated by the Tobacco Act and the Regulations in respect thereof). Should the MEMBER, its agents, employees, patrons, invitees, licensees and/or contractors fail to comply with the Tobacco Act and/or its Regulations at any time, such failure shall be deemed to be a material breach of this agreement and XS shall be entitled to exercise its rights and remedies under this agreement accordingly.
- 8.6. Every MEMBER shall be obliged to comply with the safety and fire protection regulations in effect from time to time. Access to fire extinguishers, hydrants, smoke detectors, switch cabinets etc. may not be blocked, covered or obstructed under any circumstances. Emergency exits shall be kept clear at all times and shall only to be used in an emergency. In the event of a false alarm triggered by the MEMBER, persons accompanying him/her or parties for whom he/she is vicariously liable, the MEMBER shall be liable to compensate XS for any resulting expenses incurred.
- 8.7. MEMBERS are expressly prohibited from bringing firearms, ammunition or explosives of any nature onto XS facility premises. The same prohibition applies to illegal chemical or natural substances (commonly termed 'drugs'), illegally acquired items and stolen goods. Failure to adhere to this prohibition will result in the immediate termination of this agreement. The MEMBER indemnifies and holds XS harmless from any criminal/civil or other proceedings that may arise as a result of XS having such illegal goods and/or unlawfully held goods at the XS facility.
- 8.8. The MEMBER records that he/she has inspected the relevant XS facility in detail and acknowledges that the condition is in accordance with, and as anticipated by, this agreement. The XS facility and all amenities provided are to be treated with care by the MEMBER and those parties attending at the XS facility at his/her instance. The MEMBER shall be liable for damages caused by the misuse or improper use of any equipment made available by XS to the MEMBER.
- 8.9. Advice, recommendations, or opinions by representatives of XS are given and expressed in good faith and shall not constitute representations of any description and shall not give rise to any claim against XS or such representatives, or vary any of the terms of this agreement.

STORAGE SPECIFIC PROVISIONS

9. USE PROVISIONS

- 9.1. 1.1 The MEMBER undertakes to use the storage facility exclusively for the storage of permissible goods. Any other use is not permitted and the MEMBER shall not be permitted to exercise a commercial, retail, industrial or craft activity from the storage facility, nor establish, or attempt to establish, a residence or domicile there, whether temporary or permanent.
- 9.2. XS need not be informed by the MEMBER of the nature, condition, significance or value of the goods to be stored, nor in what capacity the MEMBER holds or owns the stored goods. The MEMBER is assumed to be the owner and will be responsible for any claim made by third parties relating directly or indirectly to the stored goods. It is expressly agreed moreover that the aggregate value of stored goods in the MEMBER's allocated storage facility shall, save in the event of written agreement to the contrary, not exceed R50,000 (Fifty Thousand Rand) at any time during the currency of the agreement.
- 9.3. Provision of the storage facility shall not result in XS assuming any guarding or safekeeping obligations in respect of the MEMBER's stored goods. The MEMBER shall secure his/her allocated storage facility with a suitable padlock and will be solely responsible for the key/s to such padlock for the duration of this agreement. The risk of loss in and to the goods remain with the MEMBER, and it shall be the responsibility of the MEMBER to periodically inspect the contents of the storage facility to prevent any damage or loss as a result of pests, flooding or the like. XS shall not accept any liability for any loss or damage to the contents of the unit under any circumstances.
- 9.4. The MEMBER undertakes to use the storage facility only in such a way that no dangers and/or damage to the legal interests of XS, third parties or the environment generally are caused. To that end, it is expressly recorded that the following goods are prohibited:
- 9.5. 1.4.1 Perishable goods;
- 9.6. 1.4.2 Waste of any kind;
- 9.7. 1.4.3 Art and/or collector's items as well as items of exceptional value, for instance furs, jewellery, precious stones, precious metals or money;
- 9.8. 1.4.3.1 Live or dead animals;
- 9.8.2. Matches, lighters, fireworks or pressurized spray cans/aerosol containers;
- 9.8.3. Chemicals and substances that are flammable, explosive, combustible, toxic, corrosive, oxidising, pressurised or environmentally hazardous, or hazardous to health and/or subject to special storage conditions;
- 9.8.4. Substances labelled as irritant, sensitising, carcinogenic and mutagenic and/or subject to special storage conditions.
- 9.8.5. Substances labelled as irritant, sensitising, carcinogenic and mutagenic and/or subject to special storage conditions.
- 9.8.6. All substances marked with one of the following symbols are expressly subject to special storage conditions, and must imperatively receive XS's prior written consent if brought onto any XS facility:
- 9.9. The above list is not exhaustive and XS shall be entitled to add additional prohibited materials to this list should it deem it necessary.
- 9.10. The MEMBER is not entitled to install and/or operate machines of any kind inside or outside the allocated storage facility and the performance of any work using heat, in particular soldering and welding work, inside or outside the allocated storage facility is strictly prohibited.
- 9.11. The MEMBER is expected to take particular care to leave a space of at least 60 cm between the stored goods and the lighting, ventilation, surveillance and fire protection devices in any facility.
- 9.12. The MEMBER may not deposit or allow anything to be stored, even temporarily, outside the storage facility assigned to him/her. Doors and gates are to be kept closed after passing.
- 9.13. XS may make available unaccompanied elevators, goods lifts or hoists to MEMBERS and, while such elevators, lifts and hoists are approved and checked regularly by an authorized and appropriately qualified health and safety organization, such equipment should be handled with the utmost care. MEMBERS must center their loads as much as possible so as not to scrape the walls, and limit the height of loads to maintain safety. If, as a result of non-compliance with the safety rules explained by XS's onsite teams and displays, the lift(s) or hoists are damaged during operation by a MEMBER, the repair of the equipment and machines will be invoiced to the responsible MEMBER. Damage to the MEMBER's property resulting from the use of the equipment made available by XS shall be for the MEMBER's own account, and XS cannot be held liable in any way.
- 9.14. The MEMBER must imperatively inform XS of the storage of objects weighing more than 150 Kg/m², as reinforcing may be required at additional cost, or an alternative storage facility may need to be allocated.

10. MAINTENANCE

- 10.1. XS will provide the MEMBER with a storage space that is clean and in good condition. XS and the MEMBER will examine the condition of the storage facility made available to the MEMBER prior to the commencement date and the MEMBER shall be deemed to be satisfied with the state of repair of the facility upon introducing goods for storage therein. This examination of the facility will moreover exempt XS from providing a precise description of the facility made available to the MEMBER in the agreement to which these provisions form an annexure.
- 10.2. The MEMBER is obliged to inform XS within 48 (forty-eight) hours of any damage, disorder and/or deterioration that he/she may notice when accessing the facility, failing which he/she may be held personally liable for the damage.
- 10.3. The MEMBER undertakes to return the storage facility to XS in good condition, fair wear and tear excepted, upon termination of the agreement for any reason. To that end, the MEMBER shall not carry out or have carried out any demolition, construction, or any change of distribution, partitioning, drilling of opening in the storage space made available to him/her. Damages resulting from a breach of this provision, including the cost of reinstating the facility to its original state, shall be for the MEMBER's account.
- 10.4. For the sake of clarity, it is recorded that the MEMBER shall not affix placards or signs outside the storage facility, operate electronic devices of any kind, lay cables of any kind, erect fixed elements or impair the substance of the walls of the allocated storage facility, in particular by drilling holes in them.

11. ACCESS

- 11.1. The allocated storage facility will be freely accessible during office opening hours and on days indicated by display at the reception desk of the storage facility, except in the event of exceptional closure. Some storage facilities within the XS group are accessible 24 hours a day, 7 days a week, so MEMBERS should establish the access arrangements related to their allocated facility. Access times may be modified by XS from time to time, but will be communicated to affected MEMBERS by e-mail. XS's reception desks are generally closed on public holidays and Sundays, but access will not necessarily be restricted as a result.
- 11.2. Access to the allocated storage facility is only available to the MEMBER and his/her authorized users, provided that they are designated by name in written communication to XS prior to any attempt at access. XS shall be entitled to demand the presentation of suitable identification documents and to deny access in the event of non-presentation.
- 11.3. A speed limit of 15 km/h applies on all XS properties and vehicles may only be parked in the parking areas designated for this purpose. Access to the emergency exits must not be obstructed by vehicles at any time, even temporarily.
- 11.4. XS is expressly and by agreement not liable in the event of service interruptions or technical malfunctions that may occur for reasons outside its control, or that of its staff, and whether resulting in the prevention of entry or exit from a storage facility, the operation of hoists, goods lifts and other equipment, or otherwise. While all reasonable commercial steps are taken to mitigate the impact of electricity, water or other utility interruptions, XS assumes no liability for damages resulting from such interruptions.
- 11.5. MEMBERS shall not abandon any waste, packaging or other materials outside their allocated storage facility, or anywhere on XS property.

12. DEFAULT PROVISIONS (AS READ WITH THE STANDARD TERMS)

- 12.1. Upon dispatch of a letter of demand as anticipated in clause 2.5.2(a) of the Standard Terms to which these specific provisions form an annexure, and whether dispatched as a result of failure to pay the service or other fees and expenses timeously or as a result of any other breach, XS shall immediately overlock the storage facility allocated to a MEMBER with an additional padlock. The MEMBER shall not have any access to the allocated storage facility until such time that the breach complained of has been rectified and all outstanding fees and expenses shall have been settled to XS in full.
- 12.2. In the event that the default complained of in the letter of demand is not rectified within the 10 (ten) business days afforded the MEMBER to do so, this agreement shall automatically terminate without any further notice to the MEMBER.
- 12.3. Upon termination of the agreement as aforesaid, the MEMBER shall no longer be entitled to the use of the storage facility originally allocated to him/her and XS shall accordingly not be obliged to provide the said facility any further. In such an event, immediately upon termination as aforesaid, XS shall:
 - 12.3.1. Cut the MEMBER's padlock on the MEMBER's storage facility and gain access to it;
 - 12.3.2. Compile a comprehensive inventory of the MEMBER's goods stored in the said facility;
 - 12.3.3. Remove the MEMBER's goods, as inventoried, to a central holding facility pending the recovery of all indebtedness owing to XS by the MEMBER, including legal costs and collection commissions;
 - 12.3.4. Transfer the MEMBER's debt to its legal department for collection, with no further engagements between the MEMBER and the applicable XS branch where the MEMBER's goods were stored;
 - 12.3.5. Re-allocate the MEMBER's storage facility to a new MEMBER for use;
 - 12.3.6. Pursue the collection of the MEMBER's indebtedness to XS by enforcing its available remedies.
- 12.4. The MEMBER shall only be allowed access to his/her goods, including for purposes of the removal thereof, upon settling all debt (including collection costs and legal fees) owing to XS. Any adverse credit listing with an authorized credit bureau shall similarly only be updated upon final settlement as aforesaid.

Signed by the MEMBER at _____ this _____ day of _____ 20 _____

Witness Signature

Member Signature

MEMBER: I acknowledge that I am acquainted with the contents of this agreement and that all the annexures referred to in this agreement were attached hereto when I signed same. I moreover confirm that I am duly authorized to act where acting in representative capacity, failing which I shall be personally bound to these terms.

This portion to be additionally completed and signed by parent / legal guardian / member / director / trustee in the event of the MEMBER being a minor / close corporation / company / trust.

I, the undersigned,

Full Name of Representative

Identity Number

Physical Address

Postal Address

Contact Telephone / Cellular Telephone Number

Additional contact numbers

hereby consent to the conclusion of this agreement and guarantee and bind myself as surety for and co-principal debtor in solidum with the MEMBER to XS for the due and punctual fulfilment and discharge of all the conditions and obligations undertaken by the MEMBER to XS pursuant to this agreement, under renunciation of the benefits of excussion and division with the meaning and effect of which benefits and the renunciation thereof I acknowledge myself to be acquainted with. No variation or amendment or novation of the agreement shall prejudice the suretyship obligations hereby undertaken by the undersigned guarantor, the object being that the undersigned guarantor will at all times be liable as surety and co-principle debtor, even if the agreement is varied or amended or novated and even if the MEMBER is granted an indulgence by XS.

Signed by the Guarantor at _____ this _____ day of _____ 20 _____

Witness Signature

Guarantor Signature

Guarantor Name

Signed by the Xtraspace at _____ this _____ day of _____ 20 _____

Witness Signature

XS Signature
For and on behalf of Xtraspace (Pty) LTD