

**UPPER HUTT SELF STORAGE
1048 FERGUSSON DRIVE UPPER HUTT**

CONDITIONS OF LICENCE AGREEMENT

STORAGE

1. The Storer:

- (a) acknowledges that the only service the Owner is providing to the Storer is a licence to use space allocated to the Storer by the Owner for the sole purpose of storing goods and that no other goods or services are provided or responsibilities are taken by the Owner.
- (b) is deemed to have knowledge of the goods in the Space;
- (c) acknowledges that the Agreement does not grant the Storer a lease or any interest in the Space

2. The Owner (which term includes its directors, employees and agents):

COSTS

3. Upon signing the Agreement the Storer must pay to the Owner:

- (a) the Deposit (which will be refunded upon lawful termination of the Agreement) provided that the Owner may deduct or set off from the Deposit any outstanding Storage Fees or debt owed by the Storer to the Owner.
- (b) the Storage Fee and any other purchases made by the Storer.

4. The Storer must pay:

- (a) the Storage Fee or the amount notified to the Storer in writing by the Owner from time to time. The Storage Fee is payable in advance and it is your responsibility to see that payment is made directly to us, on time, in full, throughout the period of storage. We normally do not bill for fees. It is suggested that the Storer arrange automatic bank payments;
- (b) a cleaning charge is payable at the Owners discretion if the Space requires cleaning on termination of this Agreement.
- (c) a late payment Fee of \$10.00 which becomes payable each time a monthly Storage Fee exceeds 7 days overdue.
- (d) any associated postal, telephone costs, legal fees or administration costs incurred by the Owner in collecting Late Storage Fees;
- (e) a Service Fee of \$20.00 is payable for each cheque of the Storer not honoured on presentation or any automatic payment reversals by the Storer's bank;
- (f) an Administration Fee of \$30 which will be charged where the storage period is less than one calendar month.

FAILURE TO PAY

5. The Storer acknowledges that:

- (a) all time limits imposed on the Storer by the Agreement must be complied with strictly;
- (b) all goods in the Space are subject to a general lien for all Storage Fees and any other amounts owed to the Owner by the Storer. In the event of the Storage Fee not being paid in full within the Re-entry Period, the Owner may enter the Space, retain the Deposit and/or take possession of any goods in the Space and may, at the Owner's sole discretion, do any one or more of the following:
 - (i) sell the goods by private arrangement or public auction to defray any unpaid Storage Fee, cleaning charge, Late Payment Fee, costs associated with collection of Fees, and/or costs associated with disposal of the goods; and/or
 - (ii) dispose of the goods in any other manner, whether for value or not as the Owner sees fit;
- (c) If any money is recovered by the sale or disposal of goods, that money shall be used as follows:
 - (i) first, to pay the costs of and associated with the sale or disposal of the goods;
 - (ii) second, all storage and other Fees and charges owed by the Storer and any other costs incurred by the Storer in connection with re-entering the Space and selling of disposing of the goods;
 - (iii) third, any excess will be sent to the Storer.

ACCESS TO AND CONDITIONS OF THE USE OF THE SPACE

6. The Storer:

- (a) has the right of access to the Space only during access hours as posted by the Owner;
- (b) is solely responsible for the securing of the Space in a manner which is acceptable to the Owner, and when entering or leaving will secure the external gates or doors of the premises outside access hours;
- (c) must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
- (d) will use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space;
- (e) must maintain the Space by ensuring it is clean and in state of good repair or a cleaning charge may be deducted from the Deposit and/or an additional cleaning charge may be required;
- (f) ensure the goods are dry, clean, free from vermin and food scraps when placed in the Space;
- (g) must not physically alter or damage the Space in any way (including the use of screws or nails) without the Owner's consent in writing. In the event of damage to the Space, the Owner is entitled to retain the Storer's Deposit to the value of the repairs required;
- (h) cannot assign this Agreement;
- (i) must notify the Owner in writing of the change of address of the Storer or the Alternate Contact Person;
- (j) grants the Owner entitlement to discuss any default by the Storer with the Alternate Contact Person.

7. The Owner may refuse access to the Space by the Storer where any money is owing by the Storer to the Owner, whether or not a formal demand for payment has been made.

8. The Owner reserves the right to relocate the Storer to another Space for the proper management of the premises.

RISK AND RESPONSIBILITY

9. No oral statements made by the Owner or its employees form part of this Agreement. No failure or delay by the Owner to exercise its rights under this Agreement will operate to reduce those rights.
10. If the Storer is using the Space for the purpose of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 (the Act) are excluded.
11. If the Act applies the Storer acknowledges in accordance with Clause 1 (a) that the Owner is only providing a licence to use the Space provided by the Owner for the sole purpose of storing goods there and that no other goods and services are provided by the Owner. In particular, no other undertakings or commitments are given or undertaken by the Owner whether in tort, contract or other legal principle.
12. The provisions of the Act are not contracted by the Owner, but because only a Licence to occupy the Space is provided by the Owner, whether or not the Act applies, the goods are stored at the sole risk and responsibility of the Storer who is responsible for all loss, damage and deterioration of the goods and bears the risk of all damage caused by flood, fire, water, spillage or material from any other space, removal or delivery of the goods, pest or vermin or any other reason whatsoever including acts or omissions of the Owner or persons under its control.
13. The only person who can make deliveries and removals from the Space is the Storer UNLESS the Storer gives personal or telephone instruction to the Owner. The Storer must identify himself or herself by use of a Password (if any) and name the person(s) authorised by the Storer to enter the Space.
14. Unless specifically covered by Insurance the Storer must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value.
15. The Storer agrees to indemnify the Owner from all claims in contract, tort or otherwise, for any loss or damage to the property of, or personal injury to:
 - (a) third parties; and /or
 - (b) the true owner of the goods stored in the Space resulting from or incidental to the use of the Space by the Storer.
 - (a) does not provide any service other than the space;
 - (b) does not and will not be deemed to have knowledge of the goods;
 - (c) is not a bailee nor a warehouseman of the goods and the Storer acknowledges that the Owner does not take possession of the goods.

COMPLIANCE WITH LAWS

16. The Storer acknowledges and agrees to comply with all relevant laws applicable to the use of the Space. This includes laws relating to the material which is stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Storer, and includes all costs resulting from such breach.
17. If the Owner believes at any time in its discretion that the Storer is not complying with any law the Owner may take any action the Owner believes to be necessary to so comply, including inspection and termination under clauses 19 and 20. The Owner may also immediately dispose of or remove the goods at the Storer's expense and submit the goods to the relevant authorities.

INSPECTION AND ENTRY BY THE OWNER

18. Subject to clause 20 the Storer consents to inspection and entry of the Space by the Owner on 5 days written notice.
19. In the event of any emergency, that is, where the Owner believes that laws are being broken, or where property, the environment or human life is, in the opinion of the Owner, threatened, the Owner may enter the Space using all necessary force without the written consent of the Storer. The Owner will endeavour to notify the Storer as soon as practicable. The Storer irrevocably consents to such entry.

TERMINATION – 7 Days Notice

20.
 - (a) Either party may terminate this Agreement by giving the other party written notice as indicated above, or, in the event of the Owner not being able to contact the Storer, the Alternate Contact Person identified on the Agreement.
 - (b) In the event of illegal or environmentally harmful activities on the part of the Storer the Owner may terminate the Agreement without notice.
 - (c) The Owner is entitled to retain a portion of the Deposit if the required notice is not given by the Storer.
 - (d) Upon termination the Storer must remove all goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Owner on the date specified. The Storer must pay any outstanding moneys and any expenses on default or other moneys owed to the Owner up to the date of termination, or clause 5(b) will apply. Any calculation of the outstanding fees and charges will be by the Owner and such calculation will be final. If the Owner enters the Space under clause 5(b) and there are no goods stored there, the Owner may terminate the Agreement immediately, but the Owner will send written notice to the Storer within 7 days.

NOTICE

21. Notices will usually be given in writing by facsimile, or posted to, the address of the Storer or the Owner. The Storer may also give notice over the telephone by first providing the Storer's registered password. In the event of not being able to contact the Storer, notice is deemed to have been given to the Storer if the Owner gives or makes reasonable attempts to give that notice by postage or delivery to the address of the Storer or to the Alternate Contact Persons as identified on the Agreement.