

**UPPER HUTT SELF STORAGE  
24 GOODSHED ROAD, UPPER HUTT**

**CONDITIONS OF LICENCE AGREEMENT**

**STORAGE**

**1. The Storer:**

- (a) understands that this agreement is made between the person/s (the Storer) listed on the Storage Agreement (Agreement) and the Momentum 2012 Limited T/A Upper Hutt Self Storage (UHSS).
- (b) acknowledges that the only service UHSS is providing to the Storer is a licence to use space allocated to the Storer by UHSS for the sole purpose of storing goods and that no other goods or services are provided or responsibilities are taken by UHSS.
- (c) is deemed to have knowledge of the goods in the Space;
- (d) acknowledges that the Agreement does not grant the Storer a lease or any interest in the Space

**COSTS**

**2. Upon signing the Agreement the Storer must pay to Upper Hutt Self Storage:**

- (a) the Deposit (specified on the Storage Agreement). The full deposit will be refunded upon lawful termination of the Agreement minus any outstanding Storage Fees or debt owed by the Storer to UHSS.
- (b) the first non-refundable 4 weeks of Storage Fee.

**3. The Storer must pay:**

- (a) the Storage Fee before it becomes due, either weekly, fortnightly or per calendar month. The Storage Fee is payable in advance, and it is the Storer's responsibility to see that payment is made directly to UHSS, on time, in advance, in full, throughout the period of storage. We are unable to provide a regular invoice before payment. It is requested that the Storer arrange the setup of automatic bank payments.
- (b) a cleaning charge is payable at UHSS discretion if the Space requires cleaning on termination of the Agreement.
- (c) any associated postal, telephone costs, legal fees or administration costs incurred by UHSS in collecting Late Storage Fees.
- (d) 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;
- (e) a Lockout Fee of \$25 is payable if the Storer fails to pay rent and becomes more than 2 weeks in arrears. The access code will be put on lockout and/or the padlock changed. This fee will be added to the arrears required payment before the unit can be taken off lockout.
- (f) an Administration Fee of \$30 which will be charged where the storage period is less than one calendar month.

**4. The Storage Fee, and any other Fees listed above, are subject to change with one (1) months' notice in writing.**

**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 UHSS by the Storer. In the event of the Storage Fee not being paid in full, UHSS may enter the Space, retain the Deposit and/or take possession of any goods in the Space and may, at UHSS's sole discretion, do any one or more of the following:
  - (i) sell the goods by private arrangement or public auction to cover any unpaid Storage Fee, cleaning charge, Service Fee, Lockout 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 UHSS 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 Fees and other costs or fees and charges owed by the Storer to UHSS and any other costs incurred by the Storer in connection with the selling of and/or disposing of the goods;
  - (iii) third, any excess will be sent to the Storer if bank account details have been provided.
- (d) If, after the sale of any items, there is still a debt owing to UHSS by the Storer, UHSS reserves the right to send the debt to a collection agency. The Storer understands they are liable for and shall pay for all costs of recovery of the debt, which costs shall be collected by the debt collection agency. Costs payable by the Storer shall include legal fees, commissions, fees and disbursements, and/or court filing fees and disbursements.

**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 UHSS;
- (b) is solely responsible for the securing of the Space in a manner which is acceptable to UHSS, and when entering or leaving will secure the external gates or doors of the premises;
- (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, works, repairs or other activity in the Space, e.g. working on motor vehicles or appliances;
- (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 UHSS's consent in writing. In the event of damage to the Space, UHSS is entitled to retain the Storer's Deposit to the value of the repairs required;
- (h) must not damage or interfere with the complex gates, fences, locking systems, lights, cameras, or any other unit. If damage does occur the Storer should notify UHSS in a timely manner.
- (i) must not leave rubbish and/or personal items outside the storage unit, around the grounds or outside the complex.
- (j) cannot assign this Agreement.
- (k) must notify UHSS in writing of the change of address of the Storer or the Emergency Contact Person;
- (l) grants UHSS entitlement to discuss any default by the Storer with the Emergency Contact Person;
- (m) must return the assigned access key at the end of occupancy. Any lost or non-returned keys will incur a \$50 replacement charge.

7. UHSS may refuse access to the Space by the Storer where any money is owing by the Storer to UHSS, whether a formal demand for payment has been made or not.
8. UHSS 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 UHSS or its employees form part of this Agreement. No failure or delay by UHSS 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(b) that UHSS is only providing a licence to use the Space provided by UHSS for the sole purpose of storing goods there and that no other goods and services are provided by UHSS. No other undertakings or commitments are given or undertaken by UHSS whether in tort, contract or other legal principle.
12. The provisions of the Act are not contracted by UHSS, but because only a Licence to occupy the Space is provided by UHSS, 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 UHSS or persons under its control.
13. 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.
14. The Storer agrees to indemnify UHSS 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 UHSS does not take possession of the goods.
15. Storage units can condensate in certain weather conditions. Therefore, it is recommended by UHSS that the Storer covers their belongings with a light plastic cover or stores dry items in moisture tight plastic boxes.

### **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 UHSS believes at any time in its discretion that the Storer is not complying with any law UHSS may take any action UHSS believes to be necessary to so comply, including inspection and termination under clause 20. UHSS 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 8, the Storer consents to inspection and entry of the Space by UHSS on 7 days written notice.
19. In the event of any emergency, that is, where UHSS believes that laws are being broken, or where property, the environment or human life is, in the opinion of UHSS, threatened, UHSS may enter the Space using all necessary force without the written consent of the Storer. UHSS will endeavour to notify the Storer as soon as practicable. The Storer irrevocably consents to such entry.

### **TERMINATION – 7 Days Written Notice**

20. (a) Either party may terminate this Agreement by giving the other party written notice, or, in the event of UHSS not being able to contact the Storer, the Emergency Contact Person identified on the Agreement.
- (b) In the event of illegal or environmentally harmful activities on the part of the Storer UHSS may terminate the Agreement without notice.
- (c) UHSS 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 UHSS on the date specified. The Storer must pay any outstanding moneys and any expenses on default or other moneys owed to UHSS up to the date of termination, or clause 5 will apply. Any calculation of the outstanding fees and charges will be by UHSS, and such calculation will be final. If UHSS enters the Space under clause 5(b) and there are no goods stored there, UHSS may terminate the Agreement immediately, but UHSS will send written notice to the Storer within 7 days.

### **NOTICE**

21. Notices will usually be given in writing by email, or posted to, the address of the Storer or UHSS. 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 UHSS gives or makes reasonable attempts to give that notice by phone and email to supplied details, postage or delivery to the address of the Storer or to the Emergency Persons as identified on the Agreement.

### **BANK ACCOUNT**

22. Please make all payments in to: **Momentum, Westpac - 03-0774-0662518-000**