

## Main Points of the Conditions (See Over)

Definitions used in this agreement are set out on this page.

- The only service provided to you, the Storer, by the Owner is a licence to use a space provided by the Owner for the sole purpose of storing goods. No other goods or services are provided by the Owner.
- **Goods are stored at your sole risk. You should take out insurance cover.**
- Time is of the essence. **(clause 5)**
- The Owner is not liable for the loss of any goods stored on its premises **(clauses 1 & 12)**
- All payments are to be made in advance by you **(the Storer)**.
- You must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods. **(clause 6)**
- You must ensure the goods are dry, clean, free from vermin and food scraps when placed in the Space. **(clause 6)**
- The Space will only be accessible during set hours. **(Clause 6)**
- The specified days' notice must be given for termination of this agreement. **(clause 20)**
- The Storer must notify the Owner of all changes of address and contact telephone numbers
- If you fail to comply with the conditions of this agreement the Owner will have certain rights which include forfeiture of your Deposit and the right to seize and sell and/or dispose of your goods by auction. **(clause 5)**
- The Owner has the right to refuse access if all fees are not paid promptly. **(clause 7)**
- The Owner has the right to enter in certain circumstances **(clauses 5, 18, 19, and 20)**

**I/we acknowledge that these main points have been drawn to my/our attention**

Storer's Signature: .....

Storer's Signature: .....

## 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):**
  - 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.

### COSTS

- 3 **Upon signing the agreement the Storer must pay to the Owner:**
  - a. the Deposits (which will be refunded on termination of the agreement);
  - b. the Administration Fee.
- 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.
  - b. The Cleaning Fee is payable at the Owner's discretion if the Space requires cleaning.
  - c. The Late Payment Fee which becomes payable each time a Storage Payment is late as indicated on the front of this agreement;
  - d. Any associated postal or telephone costs incurred by the Owner in collecting Late Storage Fees.

### 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 owing to the Owner by the Storer. In the event of the Storage Fee not being paid in full within 31 days, 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 fee, late payment fee, or 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 from 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 fees owed to the Owner and any other costs incurred by the Owner in connection with re-entering the Space and selling, or disposing of the goods;
    - iii. third, any excess will be sent to the Storer.

### ACCESS TO AND CONDITIONS OF 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 a state of good repair or the cleaning fee may be deducted from the Deposit and/or an additional Cleaning Fee 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 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 Alternative 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 when 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 purposes 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 1a. 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 service 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 out of 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 of 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 instructions to the Owner. The Storer must identify himself or herself by the 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.

### 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 an 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 notify the Storer as soon as practicable. The Storer irrevocably consents to such entry.**

### TERMINATION

- 20 **a. Either party may terminate this agreement by giving the other party written notice as indicated on the front of this agreement, or, in the event of the Owner not being able to contact the Storer, the alternate Contact Person identified on the front of this 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 5b will apply. Any calculation of the outstanding fees will be by the Owner and such calculation will be final. If the Owner enters the Space under clause 5b 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 and left at, 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 front of this agreement.**

### MEDIATION OF DISPUTES

- 22 **The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the President of the New Zealand Law Society, PO Box 5041, Wellington, telephone 04 472 7837, fax 04 473 7909.**
- 23 **It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief, that it has first offered to submit the dispute to mediation.**