



13 Hands Road Middleton Christchurch
Phone 021 288 3003

Standard Self Storage Licence Agreement:

STORERS DETAILS

Business Name: _____

Mr/Ms/Mrs First Name: _____ Surname: _____

Security System Activation Contact Name: _____ Phone/Mobile: _____

Home Address: _____ A/Hours # _____ Mobile : _____

Business Address: _____ Phone: _____ Mobile: _____

Fax #: _____ Email Address: _____

"PLEASE ADVISE US IMMEDIATELY IF YOUR ADDRESS OR CONTACT DETAILS CHANGE"

Unit #: _____ Storage Period: From _____ To _____ and then extended automatically until **"ONE"** months notice is given by either party.

Costs (payable on date of commencement)

1st Months payment in advance \$ _____

Padlock: (if required) \$ _____ (Non refundable)

Note:

- INSURANCE for all goods held are at the responsibility of the **"STORER"**
- Late payment fee of \$50.00 will be applied 6 days after due date of rent
- Cleaning fee may be applied at the termination of the agreement
- Any costs incurred by **Middleton Storage Units** for removing oil or contaminants will be charged to **Storer**

I/We agree to be bound by the conditions of this agreement as shown overleaf.

Storer's Signature _____ Storer's Signature _____

Date of this Agreement _____ day of _____ 2021

Accepted by Owner (signed for and on the behalf of Owner)

Date of this Agreement _____ day of _____ 2021 Signed by Owner /Directors _____

Main Points: (see over)

- Middleton Storage Units is hereafter called the Owner.
- All payments are to be made in advance by you (the Storer).
- **Goods are stored at your sole risk.** You should take out your own insurance cover.
- The Owner is not responsible or liable for the loss of any goods stored on its premises.
- You must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods on these premises.
- One Month's notice must be given for termination of this agreement. This can be given by either Parties. The "Storer" or Hillside Road Investments Ltd T/As Middleton Storage Units
- 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 (see clause 5).
- The Owner has the right to refuse or block access if all fees are not paid promptly (see clause 8)
- The Owner has the right to enter your unit in certain circumstances (see clause 5, 18, 19-20)
- The Storer 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.
- The Storer must ensure the goods are dry, clean, free from vermin and food scraps when placed in the Owners space
- By accepting this agreement, a (Minimum tenancy of (3) Three months has been acknowledged and accepted by the "Storers"

I/We acknowledge that these matters have been drawn to my/our attention

Full signature/s of Storer/s

Full signature/s of Storer/s

GRANT OF LICENCE

The Owner grants the Licence Rights to the Storer for the Initial Term beginning on the Commencement Date and ending on the Termination Date, at the Licence Fee and subject to the terms of this licence. The Storer accepts those rights.

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 Deposit (which will be refunded when the padlock, swipe-card and key is returned within 14 days of lawful termination of this agreement);
 - b. The Administration Fee inclusive of GST
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 one month in advance by way of direct bank payment direct to the owner.
 - b. The Call Out Fee for any call out charge incurred by incorrect use or failure to use the security systems which results in an unnecessary call-out of security guards;
 - c. The Cleaning Fee is payable at the Owner's discretion if the Space requires cleaning;
 - d. The Late Payment Fee which becomes payable each time a storage payment is late as indicated on the front of this agreement;
 - e. Any associated costs including legal costs incurred by the Owner in collecting Late Storage Fees
 - f. If, other than the grant of a further licence, the Owner permits the Storer to continue to use the Licensed Area after the expiry or earlier termination of the Term:
 - i) **Monthly Licence:** the Licensee may do so on a monthly basis only;
 - ii) **Licence Fee:** the fee payable by the Licensee for that continued use will be the fee agreed by the parties,
 - iii) **Payment of Fee:** the Licensee must pay the fee under clause 3.5.2 monthly in advance, with the first payment being due on the first day of the Licensee's continued use of the Licensed Area after the expiry or earlier termination of the Term;
 - iv) **Termination of Monthly Licence:** the Licensee's right to continue to use the Licensed Area under this clause 3.5 will be determinable at any time by either party giving the other one month's written notice of termination; and
 - v) **Terms of Holding Over:** pending termination under clause 3.5.4, the Licensee's continued use of the Licensed Area under this clause 3.5 will continue on the same terms (as far as they are applicable) as this licence.

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. If the Storer fails to pay the Storage Fee within 7 days of its due date and for every 7 days thereafter it remains outstanding, the owner may charge you a late fee of \$50.00
 - c. 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 14 days after the due date, 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) Over lock the Storage Unit by attaching a padlock to the locking bolt of the door to the Storage Unit and restrict the Storer's access to the Storage Facility until the amount outstanding has been paid in full.
 - ii) 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
 - iii) Dispose of the goods in any other manner, whether for value or not, as the Owner sees fit.
 - d. 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 any associated with the sale or disposal of the goods;
 - ii) Second, all Storage Fees and other fees owed to the Owner and any other cost incurred by the Storer 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 24 hours a day 7 days a week or as specified by the owner
 - b. Is solely responsible for the securing of the Space in a manner which is acceptable to the Owner.
 - 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. The Storer will not place any sign or advertisement on the exterior of the Storage Unit without the Owners written consent;
 - f. 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;
 - g. Ensure the goods are dry, clean, free from vermin and food scraps when placed in the Space;
 - h. 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 remain the Storer's Deposit to the value of the repairs required;
 - i. The Storer cannot assign, transfer or sub-licence any of their interests or obligations under this Licence Agreement
 - j. Must notify the Owner in writing of the change of address of the Storer or the Alternate Contact Person;
 - k. Grants the Owner entitlement to discuss any default by the Storer with the Alternate Contact Person
 - l. The Storer must immediately bring to the Owner's attention any damage, breakage or defect in or to any part of the Property, including the Storage Facility, or to the services and

systems in the Property, and any circumstances likely to cause damage or injury to property or persons.

- m. The Storer warrants that the Storer owns everything stored in the Storage Unit and that they are free of any chattel security, other security interest, or encumbrance, except for those notified to the Owner in writing.
7. The Owner:
 - a. The Owner will provide the Storer with a padlock and key to lock the Unit and a swipe card for access to the premises at 13 Hands Road once the deposit has been paid.
 - b. The Owner may refuse access to the Space by the Storer where any money is owed by the Storer to the Owner, whether or not a formal demand for payment has been made.
 - c. The Owner reserves the right to relocate the Storer to another Space for the proper management of the Storage Facility
8. The Owner and Storer agree:
 - a. Nothing in this agreement creates any lease or tenancy rights in respect of the Storage Unit(s) or the Owner's Storage Facility.

RISK AND RESPONSIBILITY

9. No oral statements made by the Owner or its employees form part of the agreement.
10. No failure or delay by the Owner to exercise its rights under this agreement will operate to reduce those rights.
11. If the Storer is using the Space for the purposes of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1992 ("the Act") are excluded.
12. If the Act applies the Storer acknowledges in accordance with Clause 1 and clause 8 (m) of this Agreement 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.
13. 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 any acts or omissions of the Owner or persons under its control.
14. The only person who can make deliveries and removals from the Storage Unit is the Storer unless the Storer gives written notice to the Owner. The Storer must identify himself or herself by use of password (if any) and name the person(s) authorised by the Storer to enter the Storage Unit.
15. The Storer stores all items of its own risk. The Storer is recommended to take out their own insurance cover in relation to the items stored, damage to the Storage Unit and/or the Storage Facility, and Public Indemnity Insurance.
16. 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
17. 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 or any person the Storer is responsible for.

COMPLIANCE WITH LAWS

18. 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 cost resulting from such breach.
19. 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

20. Subject to clause 20 the Storer consents to inspection and entry of the Space by the Owner on 5 days written notice.
21. In the event of an emergency, that is, where the Owner believes the 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.

DISPUTE RESOLUTION

22. If the parties are unable to resolve any question, dispute or difference arising under this agreement, by discussion and negotiation, within fifteen (15) days of receipt of written notice from either party that an issue exists, the parties must immediately refer the question, dispute or difference to mediation. The mediation must be conducted by a mediator and at a fee agreed by the parties. If the dispute remains unresolved after the mediation, then the dispute must be submitted to the arbitration of a single arbitrator agreed on between the parties, or in default of agreement, to be nominated by the president of the New Zealand Law Society.

TERMINATION

23. 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 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 and charges 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, by the Owner will send written notice to the Storer within 14 days.

NOTICE

24. Notice will usually be given in writing by e-mail or facsimile, or posted to the address given by the Storer. 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 the Alternate Contact Persons as identified on the front of the agreement.