

# **TERMS AND CONDITIONS OF LICENCE AGREEMENT FOR SELF-STORAGE UNITS**

## **1. SERVICES PROVIDED AND STORAGE**

### **1.1 The Customer:**

- a. acknowledges that the only service Safe Secure Self Storage (SSSS) is providing to the Customer is a licence to use self-storage space allocated to the Customer ("the Unit") for the sole purpose of storing goods and that no other goods or services are provided by SSSS;
- b. is deemed to have knowledge of the goods stored in the Unit;
- c. warrants that they are the owner of the goods in the unit and/or are legally entitled to deal with the goods;
- d. acknowledges that this Agreement does not grant the Customer a lease or any interest in the Unit.

### **1.2 Safe Secure Self Storage (which term includes its directors, employees and agents):**

- a. does not provide any service other than the Unit;
- b. does not and will not be deemed to have knowledge of the goods stored in the Unit;
- c. is neither a bailee nor a warehouseman of the goods and the Customer acknowledges that SSSS does not take possession of the goods.

## **2. CHARGES AND PAYMENT**

### **2.1 Payment for the storage and charges is to be made in advance with the initial payment recorded on the payment sheet of this Agreement to be made on or before the Commencement Date and any subsequent payments to be made every fortnight or month (as applicable) after the Commencement Date.**

### **2.2 The Customer will be charged a Bond which will be included in the initial payment to be paid by the Customer pursuant to clause 2.1.**

### **2.3 The Customer may also be charged:**

- a. a card and key replacement fee when a card is lost;
- b. a late payment fee, for any storage fees that are overdue by more than 7 days;
- c. a cleaning charge, if the Unit, in the opinion of SSSS, requires cleaning on termination of this Agreement;
- d. costs, charges and expenses (including solicitor/client costs) incurred by SSSS when these costs are associated with collecting or taking action to collect any moneys owed by the Customer to SSSS.
- e. a callout fee where the customer requires the assistance of a representative of SSSS and no representative is already on site.

### **2.4 SSSS may increase the storage fees or any other fees or charges payable under this Agreement at any time, but not less than six months after the Commencement Date, by giving the Customer not less than two weeks written notice.**

## **3. DAMAGE**

### **3.1 The Customer agrees to pay SSSS the repair costs for damage caused to the property by the Customer or the Customer's agent or employees or by any goods stored in the Unit.**

## **4. DEFAULT**

### **4.1 If the Customer fails to pay any moneys owed to SSSS for a period of more than 7 days or fails to comply with any obligation under this Agreement, time being of the essence, the Customer shall be deemed to have committed an act of default.**

### **4.2 In the event of default by the Customer, SSSS may, without prejudice to any other rights, remedies or powers of SSSS, exercise one or more of the following rights whether or not a formal demand for payment has been made:**

- a. charge a late payment fee;
- b. deny the Customer access to the Unit;
- c. terminate this Agreement pursuant to clause 9.1a or 9.1b.;
- d. upon notice to the Customer (in accordance with clause 10.1);
  - i. re-enter the Unit;
  - ii. remove the goods from the Unit and sell the goods by private arrangement or public auction to defray any unpaid moneys; and/or

iii. at the election of SSSS take possession of and retain the goods to satisfy any obligation of the Customer under this Agreement.

iv. dispose of the goods in any other manner, whether for value or not, as SSSS sees fit.

## **5. ACCESS AND CONDITIONS OF USE**

### **5.1 The Customer:**

- a. has the right of access to the Unit 24 hours per day, 7 days per week unless different hours are posted by SSSS;
- b. is solely responsible for the securing of the Unit in a manner which is acceptable to SSSS;
- c. must not store (or allow anyone else to store) any of the following goods in the Unit:
  - i. food or perishable goods unless securely packed so that they are protected from and do not attract vermin;
  - ii. birds, fish, animals or any other living creature;
  - iii. combustible or flammable materials or liquids such as gas, oil based paint, petrol, oil or cleaning solvents;
  - iv. firearms, explosives, weapons or ammunition;
  - v. chemicals, radioactive materials or biological agents;
  - vi. toxic waste, asbestos or other materials of a potentially hazardous nature or that are environmentally harmful;
  - vii. any item which emits any fumes, smell or odour;
  - viii. any illegal substances, illegal items or goods illegally obtained, including counterfeit goods;
  - ix. compressed gasses
- d. must not
  - i. obstruct the entrance to any other storage space;
  - ii. create any nuisance to SSSS or any customer of SSSS;
  - iii. do anything on the Premises which may invalidate the insurance of SSSS or those of the other Unit users or increase the premiums payable;
  - iv. spray paint or do mechanical work in the Unit;
  - v. attach anything to the internal or external surfaces of the Unit or make any alteration to the Unit;
  - vi. allow any liquid, substance or smell to escape from the Unit or any noise to be audible outside the Unit;
  - vii. leave any waste or refuse that is created by storing the goods. The Customer will be charged the reasonable costs of disposing of such waste or refuse.
  - viii. tamper with the electricity in any way and will ensure that no electrical equipment remain operational in the Unit.
- e. will use the Unit solely for the purpose of storage and must not use the Unit as offices or living accommodation or as a home address or carry on any business or other activity in the Unit other than storage;
- f. must maintain the Unit by ensuring it is clean and in state of good repair;
- g. ensure the goods are dry, clean and free from vermin and food scraps when placed in the Unit;
- h. must immediately notify SSSS in writing of any change of address (physical or email) and/or phone number of the Customer or the Alternate Contact Person;
- i. grants SSSS the entitlement to discuss any default by the Customer with the Alternate Contact Person.

### **5.2 SSSS reserves the right to relocate the Customer to another unit for the proper management of the self-storage facility.**

## **6. RISK AND RESPONSIBILITY**

### **6.1 If the Customer is using the Unit for the purpose of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("the CGA") are excluded.**

Customer Initials: \_\_\_\_\_

6.2 If the CGA applies, the Customer acknowledges as per clause 1.2 that SSSS is only providing a licence to use self-storage space allocated by SSSS for the sole purpose of storing goods and that no other goods and services are provided by SSSS. In particular, no other undertakings or commitments are given or undertaken by SSSS whether in tort, contract or other legal principle.

6.3 a. The goods are stored at the Customer's sole risk and responsibility in all respects. The Customer must insure the goods for their full replacement value against all risk including without limitation theft, damage, deterioration, flood, fire, leakage, heat, seepage of any substance from another self-storage space, pests, or vermin.

b. If the Customer fails to insure the goods in accordance with this clause, the Customer will keep SSSS indemnified against all claims for any loss or damage to the Customer's goods and from all claims for loss, damage or injury that may result from the Customer's use of the self-storage space, or in the event of default, any act by SSSS in relation to the goods.

c. The Customer acknowledges that SSSS is not responsible for any damage or loss caused by any act or omission of any other Customer or of SSSS.

d. The Customer acknowledges that SSSS does not insure the goods nor accepts any risk or responsibility in respect of the goods.

6.4 The only person who can make deliveries and removals from the Unit is the Customer and persons allowed access as identified on the front page of this Agreement UNLESS the Customer gives instructions to SSSS.

6.5 Unless specifically covered by insurance in accordance with clause 6.3, the Customer should not store goods which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, works of art and items of personal sentimental value.

6.6 The Customer agrees to indemnify SSSS 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 Unit resulting from or incidental to the use of the Unit by the Customer.

## 7. COMPLIANCE WITH LAWS

7.1 The Customer acknowledges and agrees to comply with all relevant laws applicable to the use of the Unit. This includes laws relating to the material that is stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Customer, and includes all costs resulting from such breach.

7.2 If SSSS believes at any time, in its sole discretion, that the Customer is not complying with any law, SSSS may take any action SSSS believes to be necessary to so comply, including inspection under clause 8 and termination under clause 9. SSSS may also immediately dispose of or remove the goods at the Customer's expense and submit the goods to any relevant authorities.

## 8. INSPECTION AND ENTRY BY SSSS

8.1 Subject to clause 8.2, the Customer consents to inspection and entry of the Unit by SSSS on 5 days written notice.

8.2 In the event of any emergency, that is, where SSSS believes that laws are being broken, or where property, the environment or human life is, in the opinion of SSSS, threatened, SSSS may enter the Unit using all necessary force without the written consent of the Customer. SSSS will endeavour to notify the Customer as soon as practicable if such entry occurs. The Customer irrevocably consents to such entry.

## 9. TERMINATION

9.1 a. Either party may terminate this Agreement by giving the other party not less than 14 days notice (in accordance with clause 10.1) or, in the event of SSSS not being able to contact the Customer, by giving notice to the Alternate Contact Person noted on the front of this Agreement;

b. In the event of what SSSS considers to be illegal (Clause 7.2), or

environmentally harmful activities, or a breach of any of the provisions contained in Clause 5.1, or non-payment of fees for 14 days or more, SSSS may terminate this agreement immediately, without notice;

c. SSSS is entitled to retain the Bond, or a portion of it, if the required notice is not given by the Customer;

d. Upon termination, the Customer must remove all goods in the Unit and leave the Unit in a clean condition and in a good state of repair to the satisfaction of SSSS on the date specified. The Customer must pay any outstanding moneys and any expenses on default or other moneys owed to SSSS up to the date of termination, or clause 4.2 will apply. Calculation of the outstanding moneys will be made by SSSS and such calculation will be final.

e. If SSSS enters the Unit under clause 4.2 and there are no goods stored there, SSSS may terminate this Agreement immediately. SSSS will send written notice to the Customer within 7 days of termination of this Agreement.

## 10. NOTICE

10.1 The parties shall be deemed to have received a notice from the other if sent:

a. to the Customer's address, mobile phone (text message), fax, or email address recorded on the front page of this Agreement;

b. to Safe Secure Self Storage, PO Box 8393, Riccarton, 8440, or by email to [info@ssss.co.nz](mailto:info@ssss.co.nz), or [accounts@ssss.co.nz](mailto:accounts@ssss.co.nz).

## 11. ASSIGNMENT

11.1 The Customer may not assign the Customer's rights or obligations under this Agreement.

## 12. WHOLE CONTRACT, WAIVER

12.1 This Agreement represents the entire terms of contract between the parties and supersedes all prior oral and written representations, agreements or understandings. No statements or representations by SSSS or any employee or agent of SSSS other than those expressly recorded in this Agreement shall form part of this Agreement or create an obligation for SSSS.

12.2 No failure or delay by SSSS to exercise its rights under this Agreement will operate as a waiver of those rights.

12.3 Any variation or addition to this Agreement must be in writing.

12.4 The Customer acknowledges that the Customer is advised to obtain legal advice before signing this Agreement and has either done so or has waived the right to do so.

## 13. ADDITIONAL FEES

13.1 The Customer acknowledges that additional fees may be incurred as per the PENALTY FEES AND OTHER CHARGES section on the front page of this agreement.

*Copy of Driver Licence*

Customer Initials: \_\_\_\_\_