

STORAGE

1. The Storer

- a. may store its goods only in the Space;
- b. is deemed to have knowledge of the goods in the Space;
- c. warrants that they are the owner of the goods in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this agreement as if owned by the Storer;
- d. warrants that it will only use the Space for the purposes authorised under this Agreement;
- e. acknowledges that this agreement does not grant the Storer a lease of the Space;
- f. acknowledges that the Space provided is approximately the size advertised but that due to building tolerances may vary slightly;
- g. agrees that all time limits imposed on the Storer by this agreement must be complied with strictly; and
- h. acknowledges and agrees that, if the Storer is comprised of more than one person, this agreement binds each of them jointly and severally.

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

- a. does not provide any service other than a licence to use the Space to store goods;
- 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 FO does not take possession of or any responsibility for the goods except as provided in clauses 11 and 23.c

COSTS

3. Upon signing this agreement, the Storer must pay to the FO:

- a. the Deposit if applicable (which will be refunded on termination of this agreement less any deductions authorised by this agreement);
- b. any other Fees specified in the Schedule as being payable on signing of this Agreement.

4. The Storer must pay:

- a. the Storage Fee which is payable monthly (or as otherwise agreed) in advance. It is the Storer's responsibility to see that payment is made directly to the FO, on time and in full, throughout the Storage Period, using a payment method accepted by the FO. The FO may not always invoice for monthly fees so it is the Storer's responsibility to ensure that it meets the payment obligation on time and in full throughout the Storage Period.
 - i. The FO may increase the Storage Fee any time after expiry of the Storage Period. The FO will give the Storer 28 days' written notice of any increase. If the Storer objects to the increase, the Storer may, before the expiration of that 28 day period, terminate this agreement and move out by giving no less than 24 hours' notice to the FO (i.e. instead of the usual notice period required under clause 25 for the Storer to terminate this agreement).
 - ii. Any Storage Fees paid by direct deposit/direct credit (Direct Payment) will not be credited to the Storer's account with the FO unless the Storer identifies its Direct Payment clearly and as reasonably directed by the FO.
- b. the Cleaning Fee is payable at the FO's discretion if the Space requires cleaning;
- c. the Late Payment Fee or fees which become payable each time a Storage Payment is late;
- d. any other fees specified in the "Storage Costs" section of the Schedule; and
- e. any reasonable internal or external costs and disbursements incurred by the FO in collecting late or unpaid Storage Fees, paying emergency or security service call-out fees where the Facility's alarm systems are triggered by the acts or omissions of the Storer or any third party who enters the Space (or the Facility) at the request or direction of the Storer, or in enforcing this agreement in any way (including all reasonably incurred legal costs).

ACCESS TO AND CONDITIONS OF USE OF THE SPACE

5. The Storer:

- a. may access the Space during the access hours notified by the FO from time to time;
- b. is solely responsible for securing the Space in a manner acceptable to the FO, and will secure the Facility's external gates or doors when entering or leaving outside hours, and the Storer is responsible for controlling access to and use of the Space;
- c. will not store any goods or arrange for the delivery of any goods to the Facility that are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
- d. unless the Storer has received the prior written approval of the FO, will use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space including, but not limited to, loitering or dwelling in the Space;
- e. will maintain the Space by ensuring it is clean and in a state of good repair. If the Storer does not, the FO may deduct (at the FO's reasonable discretion) the Cleaning Fee from the Deposit and/or charge an additional Cleaning Fee;
- f. will ensure the goods are dry, clean and free from vermin and food scraps and are not mouldy when placed in the Space;
- g. may not physically alter or damage the Space in any way or attach, affix or construct anything on or to the Space without the FO's prior written consent. If the Space is damaged, the FO may charge the Storer for any repairs and redecoration, and may deduct repair charges from the Deposit;
- h. cannot assign this agreement or let any other person store goods in the Space;
- i. will notify the FO in writing of any change to the ACP or any change of contact details of the Storer or the ACP within 48 hours of the change;
- j. grants the FO consent to discuss any default by the Storer with the ACP and to provide any information it holds regarding the Storer or the Storer's location to the FO;
- k. agrees to comply with all Facility rules and health and safety or other notices in respect of the Facility;
- l. is solely responsible for securing the Space from unauthorised entry (in a manner acceptable to the FO). The Storer is not permitted to apply a padlock or other device to the Space in the FO's overlocking position and the FO may have any such padlock or device forcefully cut off at the Storer's expense. While the FO will not be responsible for securing any unlocked Space, if the Storer fails to secure the Space, the FO may secure the Space at its discretion (including applying a padlock or other device to the Space at the Storer's expense) but in doing so the Storer agrees that the FO does not assume responsibility for the goods stored. When accessing the Facility outside normal business hours, the Storer will secure the external gates and/or doors of the Facility;

6. The FO may refuse access to the Space by the Storer where any money is owing by the Storer to the FO, whether or not a formal demand for payment has been made. The FO may also refuse or limit access to the Space or the Facility where required by law or where the FO considers this to be reasonably necessary following a natural disaster and/or other issue with the Space or the Facility as set out in clause 39.

~~7. The FO reserves the right to relocate the Storer to another space of the same or similar dimensions as the Space for the proper management of the Facility~~

17. The FO reserves the right to relocate the Storer to another space of the same or similar dimensions as the space for the proper management of the Facility. The FO will provide as much notice as reasonably practicable to the Storer of such a relocation and, unless agreed otherwise, the FO or its agent will carry out the relocation.

8. Any items left unattended in common areas or outside the Space at any time may, at the FO's reasonable discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

9. The Storer acknowledges in accordance with clauses 1.c, 2.a and 5.d that the FO is only providing a licence to use the Space provided by the FO for the sole purpose of storing goods. The Storer acknowledges that the Storer has been given the opportunity to assess for itself the suitability of the Space, and that the Storer is solely responsible for determining whether the Space is suitable for storing the Storer's goods, having specific consideration for the size, nature and condition of the Space and the goods to be stored.

FO LIABILITY

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 FO's services come with non-excludable guarantees, including that they will be provided with reasonable care and skill. Except to the extent of those non-excludable guarantees, the goods are stored at the sole risk and responsibility of the Storer who is responsible (subject to FO negligence) for any and all theft, loss, damage to, and deterioration of the goods, and shall bear the risk of any and all damage to goods stored in the Space caused by flood, fire, leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the goods, dampness, mould, pest or vermin or any other reason.

12. No failure or delay by the FO to exercise its rights under this agreement will operate to reduce those rights.

13. This agreement constitutes the entire agreement between the FO and the Storer and supersedes and extinguishes all previous discussions, correspondence, negotiations, agreements, assurances, warranties, representations and understandings between them (both written or oral).

STORER RISK AND RESPONSIBILITY

14. The Storer warrants that it will not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art, or items of personal sentimental value or that are worth more than NZ \$2,000 (in aggregate) unless specifically itemised and covered specifically by insurance for the duration of storage.

15. Except to the extent of any negligence by the FO, the Storer is responsible for any liability, claim, loss, damage or injury to the Storer, the FO or the Facility, third parties, and/or the true owner of the goods stored in the Space, caused by the Storer or resulting from or incidental to the use of the Space by the Storer (including but not limited to the Storer or their agent's actions, any use for which the FO has given prior written approval, storage of goods in the Space, the goods themselves and/or accessing the Facility).

16. The Storer is responsible (and must pay) for loss or damage caused by a third party who enters the Space (or the Facility) at the request or direction of the Storer or who otherwise accesses the Facility using the Storer's access code, card or other technology or device (Access Credentials). The Storer is not responsible for loss or damage caused by the Access Credentials after it notifies the FO of the loss or theft of the Access Credentials.

17. If the FO enforces its rights under clause 16 and the loss or damage is caused by a third party outside the Storer's control, the Storer may notify the FO of this and the FO will then assess the merits of the Storer's claim to determine where liability should reasonably lie.

COMPLIANCE WITH LAWS

18. The Storer will comply with all relevant laws applicable to the use of the Space. This includes laws relating to the goods which are stored, and the manner in which they are stored. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from such breach.

19. If the FO believes at any time that the Storer is not complying with clause 18, the FO may (in its reasonable discretion):

- a. take any action the FO believes necessary to ensure compliance, including inspection of the Space under clause 21 and/or termination under clause 25. (b);
- b. enter the Space, and immediately dispose of or remove the goods in the Space at the Storer's expense; and/or
- c. contact, cooperate with and/or submit the goods to the relevant authorities.

The Storer agrees that the FO can take any such action at any time even though the FO could have acted earlier.

INSPECTION AND ENTRY BY THE FO

20. The Storer consents to inspection and entry of the Space by the FO on 14 days' written notice.

21. In the event of an emergency, the FO may enter the Space using all necessary force without the prior written consent of the Storer. The FO will notify the Storer as soon as practicable of such entry. The Storer irrevocably consents to such entry. For the avoidance of doubt, an emergency includes but is not limited to where the FO believes that clause 5. c. or 18 is being breached, or where property, the environment or human or animal life or safety is, in the opinion of the FO, threatened, or to allow access, inspection or seizure by relevant authorities.

22. The Storer agrees that where the FO reasonably suspects that clause 5.c and/or clause 18 is being breached, that damage has been caused to the Space, or where required by its insurance policy or other binding requirement, the FO may use a microprobe or other CCTV camera to view the inside of the Space. Any footage obtained which evidences a breach of this agreement or the law may be relied upon by the FO to take any action authorised under this agreement, including terminating this agreement and/or cooperating with law enforcement agencies and other authorities.

DEFAULT

23. The Storer acknowledges and agrees that:

- a. All goods in the Space are subject to a general lien for all Storage Fees and any other amounts owing to the FO by the Storer. This lien is also a security interest under the Personal Property Securities Act 1999 (PPSA).
- b. If the Storage Fee or any other sum owing by the Storer under this agreement is not paid either in full either within 42 days of the due date or on the date this agreement is terminated under clause 25, the FO may take Default Action under clause 23.(c). For the avoidance of doubt, the FO may take Default Action without terminating this agreement.
- c. Where the FO is permitted under this Agreement to take Default Action, the FO may, in its sole discretion, do any one or more of the following (each a Default Action): retain the Deposit, enter the Space, by force if necessary, take possession of any goods in the Space, and do any one or more of the following:
 - i. sell the goods in one or more lots by private arrangement or public auction to offset any unpaid Storage Fee, Cleaning Fee, Late Payment Fee, or costs associated with collection of Fees and/or disposal of the goods; and/or
 - ii. dispose of the goods in any manner as the FO sees fit, whether for value or not, if the goods are unsaleable, remain unsold after being offered for sale, pose a health and safety risk, or are of insufficient value to warrant a formal sale process; and/or
 - iii. if the FO believes in its reasonable opinion that it is a health and safety risk to conduct an inventory of the goods in the Space, the FO may decide to ~~dispose of some or all of the goods without conducting an inventory.~~

dispose of some or all of the goods without conducting an inventory.

The FO will give 10 working days' notice to the Storer before selling or otherwise disposing of goods under this clause 23.c. to allow the Storer a reasonable period for the Storer to rectify its default.

- d. If any money is recovered by the FO from selling goods under clause 23.c., 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, (subject to any rights under the PPSA) to pay all Storage Fees and other fees, costs or disbursements owed to the FO and any other costs incurred by the FO in connection with re-entering the Space and selling or disposing of the goods;
 - iii. third, any excess will be sent to the Storer.

For the purposes of the PPSA, the FO is deemed to be in possession of the goods stored in the Space from the moment the FO exercises its rights to access the Space under clause 19.b or clause 23.c.

24. If the Storer is in breach of this agreement and the FO enters the Space for any reason and no goods are stored there, the FO may terminate this agreement immediately. The FO will send written notice to the Storer confirming the termination within 7 days of such entry.

TERMINATION

25. This agreement may be terminated:

- a. by either party after the Storage Period has ended on written notice as specified on the front page to the other party, or, if the FO cannot contact the Storer, to the ACP. If the number of days' written notice is not specified then on 14 days' notice; or
- b. by the FO immediately without notice if:
 - i. the Storer breaches clause 3, 4, 5 or 18; or
 - ii. the FO reasonably determines that any of the activities of the Storer or any third party who enters the Space (or the Facility) at the request or direction of the Storer are otherwise illegal, environmentally harmful, antisocial, threatening or offensive; or
- c. in accordance with clause 39(c)(iii) and clause 43 below.

26. If the Storer does not give the notice required to terminate under clause 25.a., the FO may deduct Storage Fees for the notice period from the Deposit.

27. On termination the Storer will:

- a. remove all goods in the Space by the date specified by the FO and leave the Space in a clean condition and good state of repair to the reasonable satisfaction of the FO; and
- b. pay any outstanding moneys and expenses on default calculated by the FO as being owed to the FO up to the date of termination.

If the Storer does not comply the FO may take one or more Default Actions under clause 23.

28. If the FO reasonably believes that the Storer will not carry out its obligations under clause 27.a. or the Storer does not respond in a reasonable period to notices sent by the FO, the FO may, but is not obliged to, permit the ACP to access the Space to carry out the Storer's obligations under clause 27. a. and the Storer irrevocably authorises the FO and the ACP to take this action.

29. Liability for outstanding money, property damage, environmental damage and legal responsibility under this agreement continues to run beyond the termination of this agreement.

NOTICE

30. Notices under this agreement may be sent electronically, by text message to the Storer's mobile number and/or by email to the Storer's email address, as specified in the Schedule. Any such notice is deemed to have been given to the Storer on sending by the FO to the nominated mobile number or email address. Notices given by the Storer to the FO must be actually received by the FO to be valid. Where the Storer has indicated in the Schedule that they do not want to receive notices electronically, the FO will send any notices required under this agreement to the relevant address specified in the Schedule or as otherwise notified by the Storer to the FO in writing or by telephone.

31. If the FO is not able to contact the Storer, notice is deemed to have been given to the Storer if the FO has sent notice to the Storer's last notified address or via any other contact method, including by text or email to the Storer or the ACP.

32. If there is more than one Storer, notice to or by any single Storer is agreed to be sufficient for the purposes of any notice requirement under this agreement.

PRIVACY

33. The FO will deal with information about the Storer in accordance with its then current Privacy Policy, including that:

- a. the FO may collect information about the Storer, including the Storer's Personal Information (as defined in the Privacy Act 2020), to assist in the provision of storage to the Storer, maintaining the Storer's account, marketing to the Storer, enforcing the agreement, or in any other way permitted by the FO's Privacy Policy.
- b. the FO may **disclose or search** for any information about the Storer, including the Storer's Personal Information, to the FO's employees, related companies, contractors and third parties who provide services or specific functions to the FO, Government departments, law enforcement agencies, including the police, any person who can demonstrate to the reasonable satisfaction of the FO a legal or equitable interest in the goods stored, liquidators, administrators or other persons appointed to administer the Storer's financial affairs, debt collection or identity verification services or credit reporting agencies, storers or third parties who reasonably believe that you have caused damage or injury to that Storer or third party, the ACP, StorerCheck, agents for any of the above; and
- c. the FO may **send** the Storer's information overseas, as some of the persons listed in clause 33.b above and/or the FO's data storage providers may be located, operate, or hold data outside of New Zealand. The FO will only transfer the Storer's Personal Information to a recipient that is obliged to protect the Personal Information with comparable safeguards to those contained in the Privacy Act 2020, or otherwise the FO will obtain the Storer's express consent to transfer or store the Personal Information.

34. The Storer warrants that the Storer:

- a. has the right to disclose information to the FO about the ACP (including Personal Information) and that the FO may use this information as it would Personal Information collected about the Storer;
- b. has informed the ACP that the Storer has made the disclosures referred to in clause 34 a.

35. The parties acknowledge and agree that the ACP may access and correct the information held by the FO in the same manner the Storer may correct its Personal Information.

GOODS HANDLING EQUIPMENT

36. The Facility may have forklifts, walking stackers and other light goods handling equipment available to assist customers to access and/or manage their storage units. The equipment may only be used by the Storer (and no other person on the Storer's behalf) if:

- a. the Storer is experienced with the particular equipment, and the Storer both knows how to use it safely, and will use it safely; and
- b. the Storer complies with all applicable health and safety instructions and directions for use of the equipment

37. The Storer warrants that the Storer will only use goods handling equipment in compliance with the previous clause, that the Storer will not allow any person on the Storer's behalf to use the equipment, and that the Storer will take responsibility for any damage caused to the equipment, the Facility, any property in the Space or Facility, and/or for injury arising from use of the equipment by the Storer.

DELIVERIES AND DISPATCHES THROUGH UNSECURE SHARED SPACE

38. The FO may offer a managed service to storers who wish to have the FO receipt and dispatch goods into and out of the storer's space. The Storer has not engaged the FO to provide this service, and the FO does not take any responsibility for goods delivered to, or removed from the Facility for or on behalf of the Storer. If the FO, at the request of the Storer, allows the Storer to have couriers and others deliver goods to or remove goods from the Facility, the following terms apply together with any other terms the FO notifies the Storer:

- a. The Storer must obtain the FO's prior approval before using the designated area for the delivery and dispatch of goods.
- b. The Storer must use the area in the Facility designated for receipt of deliveries and dispatch of goods and comply with all of the FO's requirements.
- c. **The Storer acknowledges that the designated area is not a secure area and the goods are not secure while they are in the designated area. The area may be accessed by Facility staff, courier personnel, and other members of the public from time to time. The Storer's decision to receive and dispatch goods at the Facility is at the Storer's own risk. The Storer bears all risk of damage or loss to these goods. The FO is not responsible for the proper packaging of, condition of, or any loss or damage to any goods received or dispatched from the Facility.**
- d. The FO is authorised by the Storer to sign for the goods on behalf of the Storer but the FO does not take responsibility to check or secure the goods, nor does the FO take possession or control of the delivery, dispatch or storage of the Storer's goods. The FO is not acting as bailee and is not responsible for keeping the Storer's goods safe. Because of this the FO does not charge any collection or dispatch fees.
- e. Deliveries are to be placed in the designated area by the person delivering these goods to the Facility (and not by the FO).
- f. The Storer must collect any deliveries from the designated area as soon as possible following delivery and store those goods in the Space. If the goods are not removed from the designated space within seven days, the Facility may charge the Storer the FO's standard fee from time to time as notified to the Storer until the goods are removed, or return the goods to the sender.
- g. Any goods the Storer would like dispatched from the Facility must be collected by the person dispatching the goods from the designated area (and not by the FO).
- h. The terms in this agreement applying to goods stored in the Space also apply to goods of the Storer placed in the designated area.

The above is provided on a fair use basis and the FO may request the Storer take up the managed service if delivery activity exceeds fair use, as determined by the FO.

NATURAL DISASTERS & OTHER ISSUES WITH THE SPACE OR FACILITY

39. If there has been a fire, flood, earthquake, or another issue adversely affecting the access or use for storage purposes of the Space or all or part of the Facility, the following apply:

- a. the Storer must comply with all reasonable directions of the FO and its employees and agents, and all directions of civil defence officials and other government departments, bodies or officials;
- b. the Storer agrees to attend the Space at any reasonable time specified by the FO, and (if required by the FO) the Storer will inspect the goods in the Space for damage and/or clear out the Space as soon as possible and within any period reasonably specified by the FO;
- c. the FO and its employees and agents may take all actions reasonably necessary or desirable, including any or all of the following:
 - i. complying with the directions of civil defence officials and other government departments, bodies or officials, and the FO's insurer;
 - ii. suspend this agreement and the parties' obligations under it for up to 30 days to allow the FO to assess and remedy any damage (and no Storage Fees will be payable during the suspension);
 - iii. terminate this agreement on giving any reasonable notice (including with immediate effect); and
 - iv. if it is reasonably able to do so, offer the Storer an alternative space elsewhere in the Facility.

SHIPPING CONTAINERS

40. Shipping containers may only be brought onto the Facility with the prior written approval of the FO. The Storer must pay all applicable fees specified by the FO (including fees for failure to remove the container by the agreed time) and otherwise comply with all relevant FO requirements, including the terms below:

- a. The FO must approve the date and times for the delivery and removal of the shipping container.
- b. The shipping container must be placed in the space notified by the FO. The FO may relocate the shipping container to another space within the Facility for the proper management of the Facility.
- c. Unless notified in writing by the FO, the FO does not provide Ministry of Primary Industries (MPI) - approved transitional facilities.
- d. The Storer is responsible for arranging the removal of the shipping container from the Facility, and for reimbursing the FO on demand for the cost of removal if the shipping container is not removed by the end of the relevant period and the FO arranges for removal.
- e. The provisions of this agreement that apply to goods stored in the Space apply equally to all goods stored in the shipping container.
- f. The provisions of this agreement that relate to the Space apply to the shipping container (with any necessary changes), including that the FO is authorised by the Storer to access the shipping container in the same circumstances as the FO is authorised under this agreement to access the Space.

VARIATION

41. The FO may amend or update this agreement by written notice to the Storer.
42. The FO will provide reasonable notice (of at least 28 days) of any amendment or update to this agreement. Any amendment or update of this agreement made by the FO will take effect on the date notified by the FO, but the Storer may terminate under clause 43 without penalty.
43. If the Storer does not agree with or accept any update or amendment to this agreement, the Storer may terminate this agreement before the expiration of the notice period provided by the FO under clause 42 without penalty by moving out and giving no less than 24 hours' notice to the FO (i.e. instead of the usual notice period required under clause 25 for the Storer to terminate this agreement).
44. For the avoidance of doubt, clauses 27 to 29 also apply if the Storer terminates this agreement under clause 43.
45. Any relevant Storage Fees already paid in advance by the Storer shall be refunded pro-rata to the Storer on termination of this agreement.

**THIS AGREEMENT IS PROPERTY OF THE SELF STORAGE ASSOCIATION OF AUSTRALASIA.
ALL UNAUTHORISED USE WILL BE PROSECUTED**