

SELF STORAGE LICENCE AGREEMENT

**Customer**

|                  |                    |                   |              |                                                      |
|------------------|--------------------|-------------------|--------------|------------------------------------------------------|
| Name             | First Name         | Last Name         | Company Name |                                                      |
| Home/Bus Address |                    |                   |              | Postcode                                             |
| Phone No         | Home               | Work              |              | Mobile                                               |
| Email            |                    |                   |              | Customer preference to send invoices by email Yes/No |
| Vehicle Details  | Make               | Rego No           | DOB          |                                                      |
| Identification   | Drivers Licence No | Passport No       | ID Copied    | <input type="checkbox"/>                             |
| Marketing Source | INT-REF-PREV-OTH   | Customer: RES-BUS |              |                                                      |

**Alternate Contact Person/Person Allowed Access:**

|                       |            |           |        |
|-----------------------|------------|-----------|--------|
| Name                  | First Name | Last Name | Email  |
| Home/Business Address |            |           |        |
| Phone No              | Home       | Work      | Mobile |
| Person Allowed Access | First Name | Last Name | Email  |
| Phone No              | Home       | Work      | Mobile |

**Storage Details: 71 Mill Road, Helensville 0840 Access: Open 24/7**

|                |                  |                   |                                                                                     |
|----------------|------------------|-------------------|-------------------------------------------------------------------------------------|
| Space          | Agreement Number | Swipe Card Number |                                                                                     |
| Storage Period | From             | To                | Period will be extended automatically until 14 days notice is given by either party |

**Storage Costs**

|                        |             |                                                                        |
|------------------------|-------------|------------------------------------------------------------------------|
| Storage Fee            | \$          | • Storage Costs are payable on date of commencement                    |
| Bond                   | \$          | • Storage Fees are payable 4 weekly in advance                         |
| Padlocks x 2 Keys Bond | \$ \$100.00 | • *Cleaning Fee may be applied subject to terms overleaf               |
| Administration Fee*    | \$ \$100.00 | • *Administration Fee only applicable for storage less than four weeks |
| Cleaning Fee *         | \$          | • *Late Payment Fee of \$15.00 is applied 14 days after due date       |
| Late Payment Fee*      | \$          | • All Fees include GST                                                 |
| TOTAL PAID             | \$          |                                                                        |

**ESSENTIAL TERMS OF THIS AGREEMENT (See over)**

- Goods are stored at the Customer's sole risk. We strongly recommend you take out INSURANCE;
- JS Storage provides to the Customer a licence to use a Space for the sole purpose of the storage of goods only;
- The Customer must not store hazardous, illegal, stolen, inflammable, perishable, toxic, explosive or environmentally harmful goods;
- JS Storage reserves the right to deny access if fees are not paid pursuant to this agreement;
- JS Storage reserves the right to enter the Space if warranted;
- The Customer cannot assign or sub-licence any part of the Space.

**CONTRACT ACCEPTANCE**

I/We agree to be bound by the conditions of this agreement

Customer's Signature.....Dated.....

Accepted and signed on behalf of JS Storage Limited

Signature.....Dated.....

**INSURANCE**

I/We understand that it is my/our responsibility to arrange insurance cover of any goods and to notify insurance company that goods are being stored

Customer's Signature.....

Name of Insurance Company:.....



## JS STORAGE LIMITED SELF STORAGE LICENCE AGREEMENT CONDITIONS

*JS Storage Limited provides self storage Space for personal and business storage, household effects, cars, boats and more.*

### DEFINITIONS

1.
  - (i) "Alternate Contact Person" means the Alternate Contact Person named on the front of this agreement as the secondary contact in the event JS Storage is unable to contact the Customer;
  - (ii) "Bond(s)" means the amount to be paid by the Customer shown on the front of this agreement and as set out under clause 6 hereof;
  - (iii) "Customer" means the Customer named on the front of this agreement;
  - (iv) "Facility" means the whole of the premises of JS Storage Limited situated at 71 Mill Road, Helensville;
  - (v) "JS Storage" means JS Storage Limited (and includes any directors, employees and agents thereof);
  - (vi) "PPSA" means the Personal Property Securities Act 1999;
  - (vii) "Space" means the storage Space allocated to the Customer as shown on the front of this agreement;
  - (viii) "Person Allowed Access" means the Person Allowed Access named on the front of this agreement and/or the Person who the Customer has given written authority to JS Storage to access the Customer's Space;
  - (ix) "Storage Fee" means the amount to be paid in advance by the Customer for the period as shown on the front of this agreement or such amount as notified by JS Storage to the Customer from time to time;
  - (x) "Storage Period" means the period of storage shown on the front of this agreement;
  - (xi) "Termination Date" means the date that the agreement comes to an end pursuant to the termination conditions under clause 31 hereof.
  - (iii) the agreement does not grant or give the Customer any interest or lease in the Space;
  - (iv) it is deemed that the Customer has knowledge of the contents in the Space;
  - (v) the Space allocated to the Customer by JS Storage is the only Space which the Customer may use to store goods.
4. JS Storage:
  - (i) is deemed to have no knowledge of the contents in the Space;
  - (ii) does not provide any other services whatsoever other than the provision for the availability of the Space;
  - (iii) does not take possession of the goods.

### STORAGE COSTS AND PAYMENT

5. The Customer must pay to JS Storage the storage costs shown on the front of this agreement which is to be made on or before the storage commencement date.
6. The storage costs payable by the Customer under clause 5 includes the Bonds which will be refundable within 14 days on termination of the agreement and covers the following:
  - (i) an amount equal to a four week Storage Fee;
  - (ii) the Padlock x 2 Keys Bond which will not be refunded if the padlock and/or keys are damaged or missing.
7. The Customer must pay the Storage Fee in advance for each four weekly period on a timely basis in full and without deduction for the Storage Period. Invoices for the Storage Fee will be rendered for each four weekly period and are to be paid by direct deposit/credit and must be identified clearly as directed by JS Storage, otherwise the payment will not be credited to the Customer's account.
8. JS Storage may also charge the Customer for the following:
  - (i) a Cleaning Fee if the Space requires cleaning at JS Storage's sole discretion on termination of this agreement or at any other time during the Storage Period as detailed on the front of this agreement;
  - (ii) an Administration Fee, should the Customer require the Space for less than a four week period as detailed on the front of this agreement;
  - (iii) a Late Payment Fee each time the Storage Fee or any other payment due under this agreement is received by JS Storage late as detailed on the front of this agreement;
  - (iv) a Dishonoured Bank Fee, for any payments made by the Customer that are dishonoured;

### AGREEMENT

2. The Customer agrees that the terms of this agreement constitutes the whole contract with JS Storage, and that in entering this contract, the Customer does not rely on statements, oral or otherwise by JS Storage or its employees, other than those contained in this agreement.
3. The Customer acknowledges and agrees that:
  - (i) JS Storage is providing to the Customer a licence to use the Space for the sole and exclusive purpose of the storage of goods;
  - (ii) JS Storage does not provide any additional goods or services and shall take no responsibility other than to make provision of the Space for the duration of the Storage Period;

Customer Signature .....



- (v) for any damage to the Space and/or Facility caused by the Customer;
  - (vi) reasonable costs, charges and expenses incurred by JS Storage in collecting late or unpaid storage costs, including but not limited to postal, telephone, debt collection, and solicitor/client costs.
9. The minimum Storage Period is seven (7) days. Should the Customer require storage for less than a seven day period then the Customer shall be required to pay storage for a seven day period.
10. JS Storage may increase the Storage Fees or any other fees or charges under this agreement at any time on first giving the Customer no less than one calendar month's written notice.

#### DEFAULT

11. The Customer acknowledges and agrees that:
- (i) the time limits in this agreement are essential terms and must be strictly complied with;
  - (ii) in consideration of JS Storage entering into this agreement that the Customer grants to JS Storage a lien over the Customer's stored goods in the Space for all amounts owing by the Customer to JS Storage.
12. The Customer shall be deemed to commit an act of default should the Customer fail to pay monies owing pursuant to the following time limits:
- (i) seven (7) days after the due date, then JS Storage may without further notice, deny access to the Space, and secure the Space with its own lock, whether or not formal demand has been made pursuant to clause 27 hereof;
  - (ii) twenty eight (28) days after the due date, then JS Storage may without further notice enter the Space by force or otherwise, retain the Bond and/or sell or dispose of any goods in the Space at JS Storage's sole discretion. For the purposes of the PPSA, JS Storage is deemed to be in possession of the goods from the moment JS Storage accesses the Space.
13. Any money recovered from the sale or disposal of goods, is to be used to pay any costs associated with the sale or disposal of goods and toward any other costs associated with accessing the Customer's Space and disposal or sale of the Customer's goods. Any excess will be refunded to the Customer.
14. The Customer shall be liable to pay interest from the date of the default until such monies are recovered to JS Storage at a rate of 20% per annum.

#### RIGHT TO DISPOSE

15. JS Storage may:-
- (i) dispose of all goods in the Customer's Space by any means regardless of the nature or value of the goods, in the event the Customer fails to remove all goods from the Space within 14 days of Termination Date;

- or if the defaulting Customer's goods are either not saleable, fail to sell when offered for sale, or are not sufficient to warrant the expense of attempting to sell;
- (ii) dispose of the Customer's goods in the event that goods are damaged due to fire, flood or any other event that in the opinion of JS Storage has rendered the goods severely damaged, or dangerous to the Facility, other Customers and/or their goods or any other person. JS Storage will notify the Customer within seven (7) days of this action and does not need prior approval from the Customer;
- (iii) Sell, dispose or remove immediately any items left unattended in common areas or outside the Customer's Space at any time.

#### FACILITY ACCESS AND CONDITIONS

16. The Customer:
- (i) may only access the Space during the hours displayed by JS Storage and subject to the terms of this agreement;
  - (ii) will be responsible for securing the external gates or doors of the premises when entering or leaving the Facility in a manner acceptable to JS Storage;
  - (iii) must not store any goods that are hazardous, illegal, stolen, inflammable, perishable, toxic, explosive or environmentally harmful or that are a risk to the property of any person;
  - (iv) must not carry on any business or other activity in the Space and must use the Space exclusively for the purpose of storing goods;
  - (v) must ensure the Space is clean and in a state of good repair at all times or an additional cleaning fee may be payable pursuant to clause 8 hereof;
  - (vi) ensure the goods are dry, clean, free from vermin and food scraps when placed in the Space;
  - (vii) must not attach nails, screws etc to any part of the Space and must not physically alter or damage the Space in any way without JS Storage's consent;
  - (viii) must notify JS Storage in writing immediately of any change of address or contact details of the Customer, the Alternate Contact Person, or the Person Allowed Access;
  - (ix) grants the right to discuss any default by the Customer with the Alternate Contact Person;
  - (x) must not obstruct the entrance to any other storage Space nor create any nuisance to JS Storage or any customer of JS Storage.
17. JS Storage:
- (i) may refuse access to the Space where any outstanding fees are owing pursuant to clause 12 hereof;
  - (ii) reserves the right to relocate the Customer to an alternative Space if required to maintain proper management of the Facility;
  - (iii) will not be liable for any loss or damage suffered by the Customer as a result of a failure to access the Facility or Space, regardless of the cause.

Customer Signature .....



## RISK AND RESPONSIBILITY

18. The Goods are stored at the sole risk and responsibility of the Customer who shall be responsible for any and all theft, damage to and deterioration of the goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, heat, spillage of material from any other Space, removal or delivery of the goods, pest or vermin or any other reason whatsoever.
19. All guarantees and remedies pursuant to the Consumer Guarantees Act 1993 ("the Act") will not be applicable if the Customer is using the Space for the purpose of business storage.
20. If the Act applies the Customer acknowledges in accordance with clause 3(i) that JS Storage is only providing a licence to use the Space for the sole purpose of storing goods there and that no other goods and services are provided by JS Storage. In particular, no other undertakings or commitments are given or undertaken by JS Storage whether in tort, contract or other legal principle.
21. The Customer is the only person who can access the Facility or Space aside from the Person Allowed Access UNLESS the Customer provides written instructions authorising JS Storage to allow access to another person.
22. The Customer must specifically insure irreplaceable items such as jewellery, artwork, furs, antiques, currency, or any other item of personal value.
23. The Customer agrees to indemnify and keep indemnified JS Storage throughout the duration of the agreement from all claims, demands, prosecutions actions or proceedings brought against JS Storage for any loss or damage to the property of, or personal injury to: third parties, JS Storage, or the Facility, resulting from or incidental to the use of the Space by the Customer, including but not limited to the storage of goods in the Space, the goods themselves and/or accessing the Facility.

## COMPLIANCE WITH LAWS

24. The Customer acknowledges and agrees to comply with all relevant laws applicable to the Space, including laws relating to the type of goods stored and the manner upon which they are stored. The Customer will be solely liable for any breach of such laws including any costs resulting from such breach.
25. JS Storage may at any time take any action it deems necessary for the Customer to comply with all relevant laws applicable to the Space, if in JS Storage's opinion it believes that the Customer is in breach of such laws. This includes inspecting and entering the Space pursuant to clause 27 hereof, or termination under clause 31. JS Storage may also immediately remove or dispose of the goods and submit the goods to the relevant authorities, at the Customer's expense.

26. If any clause, term or provision of this agreement, is legally unenforceable, or is made inapplicable, or in its application would breach any law, that clause, term or provision shall be read down, but so as to maintain (as far as practicable), all other terms of the agreement.

## AUTHORISATION TO INSPECT AND ENTER SPACE

27. JS Storage reserves the right to inspect and enter the Customer's Space and the Customer consents to such inspection and entry upon receiving five (5) days written notice from JS Storage.
28. The Customer acknowledges and agrees that the requirement to give written notice by JS Storage under clause 27 may be dispensed with under the circumstances set out in clause 29.
29. JS Storage may enter the Space without authority, using all necessary force to obtain entry, in the event of an emergency, or if required to do so by law, or if in the opinion of JS Storage and at its discretion, property, the environment, human lives or otherwise are endangered. JS Storage shall notify the Customer as soon as practicable.

## NOTICE

30. Notices shall be given between JS Storage and the Customer in writing to the following addresses:-
  - (i) to the Customer's address, or email address recorded on the front page of this agreement if indicated or the Alternate Contact Person's address if necessary.
  - (ii) to JS Storage's address at 71 Mill Road, Helensville or to JS Storage's email address at: [jsstoragenz@gmail.com](mailto:jsstoragenz@gmail.com).

Notices must be actually received and acknowledged by JS Storage to be valid. In the event of not being able to contact the Customer, notice is deemed to have been given to the Customer by JS Storage if JS Storage serves that notice on the Customer or makes reasonable attempts to give that notice to the Customer or Alternative Contact Person.

## TERMINATION

31.
  - (i) This agreement may be terminated by either party giving the other party written notice of 14 days as shown on the front of this agreement. In the event of JS Storage not being able to contact the Customer, written notice will be given to the Alternate Contact Person;
  - (ii) JS Storage may terminate the agreement without notice in the event the Customer is found to have breached any relevant laws applicable to the Space or is found to have engaged in illegal or environmentally harmful activities within the Space and/or Facility;
  - (iii) JS Storage is entitled to retain the Bond or a portion of the Bond, if the required notice is not given by the Customer;

Customer Signature .....

- (iv) the Customer must remove all goods in the Space on Termination Date and leave the Space in a clean and tidy condition to the standard required by JS Storage;
- (v) must pay all outstanding Storage Fees and any expenses on default or other moneys owed to JS Storage up to the date of termination else the default provisions in clause 12 will apply;
- (vi) JS Storage may terminate the agreement immediately, if upon entering the Space under clause 27, there are no goods stored there subject to sending written notice to the Customer within 7 days.

#### **PPSA**

32. The Customer acknowledges and agrees that:
- (i) the act of storing goods with JS Storage grants to them a registrable "security interest" as defined in section 17 of the PPSA, as security for the satisfaction of the Customer's obligations under this agreement;

- (ii) the secured party and debtor obligations included in sections 114(1)(a), 116, 120(2), 121, 125 to 127, 129, 131 and 133 of the PPSA shall not apply to this agreement or the security created;
- (iii) the right to receive a copy of any verification statement confirming registration of a financing statement under the PPSA is waived.

#### **ASSIGNMENT**

33. The Customer cannot assign this agreement or sub-licence any part of the Space or allow any other person to make use of it aside from the Person Allowed Access pursuant to this agreement.

#### **MEDIATION OF DISPUTES**

34. Any disputes in connection with this agreement must be settled where possible by mediation which is to be conducted by an independent mediator appointed by agreement between both parties.

Customer Signature .....