



# STANDARD SELF STORAGE LICENCE AGREEMENT ©



AGREEMENT NO: .....

FACILITY OWNER ("FO"): EMPIRE STORAGE LIMITED | Phone: 03 323 7571 or 0274317820 | Email: steve@empirestorage.co.nz

STORER DETAILS ("Storer"): (Insert full legal name of contracting party. If a company, also list contact person for the company in the space for individuals. If an individual, leave Company name field blank.)

I.D. Copied

Company name: .....

Individual/Contact person: Ms / Mrs / Mr: First Name: ..... Surname:.....

Home /Business Address: ..... Postcode: .....

Postal Address: ..... Postcode: .....

PHONE: Home: ..... Work:..... Mobile:.....

Fax No: ..... Email: .....

Text correspondence: I/We consent to receiving correspondence from this Facility by text to the mobile number above.  Yes  No

Notices/correspondence by email: I/We consent to receiving all correspondence and notices from this Facility by email and agree that except where required by law, no notices or correspondence will be sent by traditional mail or personal delivery. I/We acknowledge that it is my/our obligation to update the FO of any change to my/our email address.  Yes  No

VEHICLE DETAILS Make:..... Reg No:..... Colour:..... Driver License No:..... Date of Birth: ..... ID Sighted

Alternate Contact Person ("ACP"): Ms/Mrs/Mr: ..... First Name:..... Surname: .....

Home Address:..... Postcode: .....

PHONE: Home: ..... Work:.....

Email: .....

Marketing Source: YP – REF – PAS – PREV  
GOOGLE – INT – OTHER:.....  
Customer: RES – BUS – NP

**You must advise us immediately if your address or contact numbers, or those of your ACP, change.**

STORAGE DETAILS AND TERMINATION NOTICE Facility: ..... Space: .....

Storage Period: From: ...../...../..... To: ...../...../..... and then extended automatically until 14 days' notice is given by either party.

## STORAGE COSTS

Space Deposit (if applicable) \$ ..... Key Deposit (if applicable) \$ .....

Storage Fee \$ .....per week / fortnight / calendar month

Cleaning Fee: Reasonable costs incurred

Padlock \$ .....

Miscellaneous/Other \$ .....

Insurance \$ .....

Administration Fee \$ .....

Late Payment Fee \$ ..... applied 7 days after due date

Dishonour Fee \$ .....

Fee for any cheque returned unpaid \$ ..... plus Bank Fee \$ .....

Total \$ .....

All Fees include GST, except the Deposit in the event it is refundable.

## INSURANCE (CROSS OUT AS APPLICABLE)

- I/We accept insurance facilitated by the FO to cover fully the value of goods to be stored, as further detailed in the separate insurance agreement entered.
- I/We have the contents stored in the Space insured with our insurance broker or insurance company who is .....
- I/We do not accept insurance facilitated by the FO nor do I/we have the contents insured with any insurance broker or insurance company. I/We are "self-insuring" and taking the risk of loss to any goods stored.

Storer's Signature: .....

## PLEASE READ CONDITIONS OVERLEAF CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM

I/We agree to be bound by the terms of this agreement on this page and the conditions overleaf:

Storer's signature:.....

Date of this agreement:.....day of ..... 20 .....

Agreed and accepted by the FO:.....

## MAIN POINTS (SEE OVER)

- Definitions used in this agreement are set out on this page.
- This agreement is a licence for you, the Storer, to use the Space to store goods on the basis that **goods are stored at your risk and are not insured by the FO**. You are responsible for any damage or loss caused by you, your goods or any third party you allow into the Facility (**clause 16**).
- Other than to the extent of non-excludable guarantees, **the FO is excluded from all liability for loss of or damage to any goods you store (clause 11)**. You must speak to your insurer /insurance broker and ensure you have adequate insurance cover for the duration of storage.
- The Storage Fee reflects the allocation of risk set out above.
- The only service provided to you by the FO is a licence to use a space provided by the FO for the sole purpose of storing goods. No other goods or services are provided by the FO (**clauses 1.c and 2.a**). The size of the Space is approximate. Please check the allocated Space and its size, and satisfy yourself that it is suitable.
- After the Storage Period specified, you or the FO may terminate this agreement (for any reason) on giving the specified days' notice (**clause 24.a**).
- All payments are to be made in advance by you (**clause 4.a**). The FO may refuse access if all fees are not paid promptly (**clause 6**).
- You must not store hazardous, illegal, stolen, inflammable, explosive, environmentally harmful or perishable goods (**clause 5.c**).
- You must ensure the goods you store are dry, clean and free from vermin and food scraps when placed in the Space (**clause 5.f**).
- You must notify the FO of all changes of contact details. If the FO cannot contact you, it may contact the ACP and in certain circumstances the ACP may act on your behalf (**clause 5.i**).
- If you breach this agreement the FO will have certain rights, including forfeiture of the Deposit and the right to sell/dispose of your goods and deduct from any sale proceeds the amounts you owe to the FO (**clause 22**).
- The FO may enter the Space in certain circumstances (**clauses 19 to 22**).
- If you do not remove your goods from the Space on termination, the FO may dispose of your goods and charge you its costs (**clause 29**).

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

Storer's Signature:.....

## CREDIT CHECK AND REPORTING CONSENT (CROSS OUT IF NO CONSENT GIVEN)

I/we consent to the FO undertaking a search of my/our details against the Storer Check Pty Ltd database or with any credit reporting agency, and to my/our details and personal information being released by the FO to Storer Check Pty Ltd or where the FO considers appropriate to a debt collection agency or credit reporting agency pursuant to clause 34.

**STORAGE**

1. **The Storer:**
  - a. is deemed to have knowledge of the goods in the Space;
  - b. 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;
  - c. acknowledges that this agreement does not grant the Storer a lease of the Space;
  - d. acknowledges that the Space provided is approximately the size advertised but that due to building tolerances may vary slightly;
  - e. agrees that all time limits imposed on the Storer by this agreement **must be complied with strictly**.
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 clause 11 and 22.a.

**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. the Administration Fee.
4. **The Storer must pay:**
  - a. the Storage Fee which is payable 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. The FO does not invoice for monthly fees. The FO may increase the Storage Fee any time after expiry of the Storage Period. The FO will give the Storer 42 days' written notice of any increase. If the Storer does not agree to pay the increased fee, the Storer may terminate this agreement by giving the FO written notice any time before the end of the FO's 42 day notice period;
  - 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 reasonable internal or external costs and disbursements incurred by the FO in collecting late or unpaid Storage Fees, or in enforcing this agreement in any way;
  - e. interest on outstanding Storage Fees at the rate of 15% per annum.

**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 access hours;
  - c. will 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. 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 when placed in the Space;
  - g. may not physically alter or damage the Space in any way (including the use of screws or nails) without the FO's prior consent. If the Space is damaged, the FO may charge the Storer for any repairs 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;
  - k. agrees to comply with all Facility rules and health and safety or other notices in respect 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.
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. 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.

**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, 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 \$2,000 (in aggregate) unless specifically itemised and covered specifically by insurance for the duration of storage.
15. The Storer is responsible for any 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, 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 card/code. The Storer is not responsible for loss or damage caused by the lost/stolen access card/code after it notifies the FO of the loss or theft of the access card/code.

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 24.b;
  - b. 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 life is, in the opinion of the FO, threatened, or to allow access, inspection or seizure by relevant authorities.

**DEFAULT**

22. **The Storer acknowledges 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. If the Storage Fee or any other sum owing by the Storer under this agreement is not paid in full within 42 days of the due date, the FO may enter the Space, retain the Deposit and/or take possession of any goods in the Space and may, at the FO's sole discretion, 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.

The FO will give notice in accordance with this agreement and permit a reasonable period for the Storer to rectify a default before taking possession and selling/disposing of goods.
  - b. 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, (subject to any rights under the Personal Property Securities Act 1999) 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.
23. Notwithstanding clause 22.a, 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 of the termination to the Storer within 7 days of such entry.

**TERMINATION**

24. This agreement may be terminated:
  - a. by either party after the Storage Period has ended on written notice as indicated on the front page to the other party, or, if the FO cannot contact the Storer, to the ACP; and
  - b. by the FO immediately without notice if the Storer breaches clause 3, 4, 5 or 18.
25. The Storer acknowledges that the Facility may use CCTV to view the inside of the Space and that the FO may use such CCTV footage as evidence of a breach of this agreement under clause 24.b.
26. If the Storer does not give the notice required to terminate under clause 24.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 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.
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. If the Storer fails to remove all goods from the Space or the Facility on termination, the FO is authorised to (in its reasonable discretion) sell or otherwise dispose of all goods by any means 7 days from the termination date, regardless of the nature or value of the goods. The FO will give 14 days' notice of the intended disposal.
30. Liability for outstanding money, property damage, environmental damage and legal responsibility under this agreement continues to run beyond the termination of this agreement.

**NOTICE**

31. Notices must be made in writing to the contact details set out on the front of this agreement. Notices given by the Storer to the FO must be actually received by the FO to be valid.
32. 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.
33. 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**

34. **The FO:**
  - a. may **collect** information about the Storer, including the Storer's Personal Information (as defined in the Privacy Act 1993), to assist in the provision of storage to the Storer, maintaining the Storer's account, and the FO's enforcement of this agreement in any way; and
  - b. may **disclose or search** for any information about the Storer, including the Storer's Personal Information, to 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 services or credit reporting agencies, the ACP, agents for any of the above, Storer Check Pty Ltd.

## CONDITIONS OF LICENCE AGREEMENT

35. 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 35a.
36. 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.