



Facility Owner (FO): EMPIRE STORAGE LIMITED	NZBN: 9429042400141
Address: 199 Belfast Rd, Belfast, Christchurch 8051	
Phone: +64 27 431 7820	Fax: N/A
Email: steve@empirestorage.co.nz	Web: www.empirestorage.co.nz



**Storer Details (Storer)**

*Insert full legal name of contracting party and NZBN. If a company. Also list contact person for the company in the space for individuals. If an individual, leave Company name field blank.*

**Agreement no:**

<b>Company Name:</b>			<b>NZBN:</b>
<b>Individual:</b> <input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr	<b>First name:</b>	<b>Surname:</b>	
<b>Home/Business Address:</b>			<b>Postcode:</b>
<b>Postal Address:</b>			<b>Postcode:</b>
<b>Phone Nos.</b>	<b>Home:</b>	<b>Work:</b>	<b>Mobile:</b>
<b>Email:</b>	<b>Fax:</b>	<b>ID copied:</b> <input type="checkbox"/>	

**Correspondence and notices** The FO will send all correspondence and all notices under this Agreement electronically by text to the mobile number above and/or by email to the email address above, unless you tick this box.  I/We do not want to receive notices / correspondence by electronic means.

**Vehicle Details**

<b>About the vehicle:</b>	<b>Make:</b>	<b>Reg No:</b>	<b>Colour:</b>
<b>About the driver:</b>	<b>Driver License No:</b>	<b>Date of birth</b>	<b>ID sighted:</b> <input type="checkbox"/>

**Alternate Contact Person ('ACP')**

**You must advise us immediately if your address or contact details (or those of your ACP) change.**

<input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr	<b>First name:</b>	<b>Surname:</b>
<b>Home Address:</b>	<b>Postcode:</b>	
<b>Home Phone No:</b>	<b>Mobile:</b>	<b>Email:</b>

**Storage Details and Termination Notice Period**

<b>Facility (location):</b>	<b>Space #:</b>
<b>Storage Period:</b> From _____ to _____ and then extended automatically until either you or the FO terminates this agreement by giving at least <b>14 days'</b> notice to the other party (at the end of the notice period the storage and this agreement ends).	

**Storage Costs**

<b>Space Deposit:</b>	\$	If applicable
<b>Key Deposit:</b>	\$50.00	If applicable
<b>Storage Fee:</b>	\$	per week / fortnight / calendar month
<b>Cleaning Fee:</b>	\$	Reasonable costs incurred
	\$20.00	- to sweep out unit
<b>Late Payment Fee:</b>	\$20.00	applied <b>28 days</b> after due date

**Insurance (Select one)**

I/We have adequate insurance for the goods that we are storing.  
 Insurer: \_\_\_\_\_ Policy No: \_\_\_\_\_  
**OR**  
 I/We don't have insurance and understand that if the goods are lost or damaged I/We may have to bear that loss, and if my/our goods cause any damage or loss then I/We may be liable for such damage or loss.  
**Storer(s) signature:** \_\_\_\_\_

**Credit Check and Reporting Consent**

I/we consent to the FO undertaking a search of my/our details against the StorerCheck database or with any credit reporting agency, and to my/our details and personal information being released by the FO to StorerCheck or where the FO considers appropriate to a debt collection agency or credit reporting agency pursuant to clause 33 **(Cross out if no consent given)**

**Accepted by the Storer:**

**Main points**

- This agreement is a licence for you, the Storer, to use the Space to store your goods. The FO does not provide any other goods or services.
- All goods are stored at your risk.** 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). The FO does not insure your goods. You must speak to your insurer /insurance broker and ensure you have adequate insurance cover for the duration of storage.
- Unless specifically itemised and covered by insurance, you must not store goods that are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal or sentimental value and/or items that are worth more than NZ\$2,000 in total (clause 14).
- You are responsible for any damage or loss caused by you, your goods or any third party you allow into the Facility (clauses 15 and 16).
- The Space will be accessible during the hours notified by the FO from time to time (clause 5.a). Please check the allocated Space and satisfy yourself that it is the right size and suitable for your intended use. The size of the Space is approximate.

- All payments are to be made in advance by you (clause 4.a). The FO may stop your access to the Space if all fees are not paid on time (clause 6).
- You must not store hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or living goods (clause 5.c). All goods stored must be clean and dry.
- 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 keeping your Deposit and the right to sell/dispose of your goods and deduct from any sale proceeds the amounts you owe to the FO (clause 23).
- The FO may enter the Space in certain circumstances (clauses 19 to 23).
- 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 27).

**I/We acknowledge that these main points have been drawn to my/our attention and the Storage Fee reflects the allocation of risk set out above.**

Storer's signature: \_\_\_\_\_

**ACCEPTANCE**

**\*\*PLEASE READ THE FULL TERMS CAREFULLY AS BY SIGNING BELOW YOU WILL BE BOUND BY THEM\*\***

I/We agree to be bound by the terms of this agreement as set out in this Schedule and in the Full Terms:

**Date of this agreement:**

**Agreed and accepted by Facility Owner**

Storer's signature

## 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 as if owned by the Storer;
- 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 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. 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 so it is the Storer's responsibility to ensure that it meets the payment obligation on time and in full throughout the Storage Period. 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). 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, or in enforcing this agreement in any way.

## 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, flammable, 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 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 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.

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, 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, 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. 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 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.
- 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.

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.
- e. 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.

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 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 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.

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 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.