


	Company name	NZBN	
	Address	Phone	
	Email	Website	

PERSONAL INFORMATION COLLECTION NOTICE

By completing this form, you will provide us with your personal information. We collect this information so we can process your application for storage at our facility and to manage our relationship with you. If you do not provide us with this information, we cannot offer you storage at our facility or communicate further with you. Our Privacy Policy sets out how we manage your personal information. If you have any questions about our privacy processes (including access, correction and/or complaints) please contact our Privacy Officer using the details in our Privacy Policy.

STORER(S) DETAILS		Agreement Number:			
Individual: <input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr <input type="checkbox"/> Other:		First name:		Surname:	
Second individual: <input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr <input type="checkbox"/> Other:		First name:		Surname:	
Company name / Trading as:				NZBN:	
Home / Business address:				Postcode:	
Postal address:				Postcode:	
Phone number(s):		Home:		Mobile:	
Email:				Work:	
				ID verified: <input type="checkbox"/>	

The Facility Owner named above (Facility Owner or FO), will send all correspondence, including any notices required under this Agreement, electronically by text to the mobile number above and/or by email to the email address above, unless this box is ticked: ☐ I/we do not want to receive notices / correspondence by electronic means.

ALTERNATIVE CONTACT PERSON (ACP)		You must advise us within two business days if your address or contact details (or those of your ACP) change.			
<input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr <input type="checkbox"/> Other:		First name:		Surname:	
Home address:				Postcode:	
Home phone No:		Mobile:		Email:	

STORAGE DETAILS AND TERMINATION NOTICE PERIOD					
Facility (Location):			Space #:		
Storage Period: From (insert dates) to initially (Fixed Period) and then extended automatically until the expiry of (insert period) days from the date that either the FO or the Storer gives written notice to the other party of its intention to terminate this Agreement (Termination Notice Period). If no Fixed Period is specified, the Fixed Period will be 30 days commencing on the date of this Agreement.					

STORAGE COSTS		All Fees include GST, except the Deposit and Late Payment Fee.		CREDIT CHECK AND REPORTING CONSENT	
Security Deposit:		\$ (payable upon signing)		I/We acknowledge that the FO may undertake a search of my/our details against the StorerCheck database or with any other applicable credit reporting or identity verification agency, and release my/our details and personal information to StorerCheck or other agency, or where the FO considers appropriate, to a debt collection agency pursuant to clause 13.	
Storage Fee:		\$ per week / fortnight / calendar month, scheduled payment date is the day of the month (per clause 3(a)(2))			
Cleaning Fee:		\$			
Late Payment Fee:		\$ applied days after due date			
Other Fees (as specified below by FO)					
		\$ payable:		Signed on behalf of the Storer(s):	
		\$ payable:			

INSURANCE (select one)		CONTACT OPT-OUT		HOW DID YOU HEAR ABOUT US	
<div>Select one of the following: <input type="checkbox"/> I/We have adequate insurance for the goods that we are storing and will provide details of this coverage if required. OR <input type="checkbox"/> 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 • in the event that my/our goods cause any damage or loss then I/We may be liable for such damage or loss.</div>		<input type="checkbox"/> Cross this box if you DO NOT want to be contacted for promotional purposes or for feedback after this Agreement expires.		<input type="checkbox"/> Google <input type="checkbox"/> Website <input type="checkbox"/> Signage <input type="checkbox"/> Social media <input type="checkbox"/> Referral <input type="checkbox"/> Previous Storer <input type="checkbox"/> TV/Radio <input type="checkbox"/> Other:	
Signed on behalf of the Storer(s):		CUSTOMER TYPE		<input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> NFP	

AGREEMENT

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

In signing below: I/We agree and acknowledge that:
☐ I/We have been provided with reasonable access to and read or had the opportunity to read the full terms of this Agreement; and
☐ I/We have read, understood and agreed to be bound by the terms of the Privacy Policy; and
☐ If I/We fail to comply with my/our obligations under this Agreement (including the obligation to pay the Storage Fees when required), the Goods may be sold and/or disposed of.

Signed by (or on behalf of) the Storer(s): NOTE: If Storer is a company, two signatures are required.			Accepted by Facility Owner Signed for or on behalf of the FO:		
Signature of individual or a Director (if Storer is a Company) or Authorised Signatory (if Storer is not individual or Company)		Signature of second individual (if applicable) or if Storer is a Company a second Director or witness to the first Director's signature (as applicable)		Date of this Agreement:	

OVERVIEW OF MAIN POINTS			
<ul style="list-style-type: none">This agreement is a licence for You, the Storer, to use the Space to store your Goods.If we agree to provide other Services, the Specific Terms (and the Other Fees) for those Services also apply (clause 7.e.).All Goods (including deliveries and dispatches) are stored at your risk. Other than to the extent of non-excludable consumer guarantees, the FO is excluded from all liability for loss of or damage to any Goods You store (clause 12).The FO does not insure your Goods. You should speak to your insurer /insurance broker and ensure You have adequate insurance cover for the duration of storage.	<ul style="list-style-type: none">Unless specifically itemised and covered by your 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\$1,000 in total (clause 5.a.2.).You are responsible for any damage caused by You, your Goods or any third party You allow into the Facility (clause 8).The Space will be accessible during the hours notified by the FO from time to time (clause 2.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.The FO may enter the Space in certain circumstances (clause 9).	<ul style="list-style-type: none">All payments are to be made in advance (clause 3). The FO may stop your access to the Space if fees are not paid on time (clause 13.a.2.).You must not store, or arrange for any Goods to be delivered to the facility that are, hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or living goods (clause 5.b.3). All Goods stored must be clean and dry.If You breach this agreement the FO will have certain rights, including keeping your Security Deposit and the right to sell/dispose of your Goods and deduct from any sale proceeds the amounts You owe to the FO (clauses 7.i. and 13).You must comply with our Facility Rules (clause 4.c.).	<ul style="list-style-type: none">If You do not remove your Goods from the Space and the Facility on termination or You otherwise leave goods unattended, the FO may dispose of your Goods and charge You its costs (clauses 16 and 17).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 18).If we vary our fees or the terms of this Agreement, which we may do on 28 days notice, you may end this Agreement by notice (clause 21.b).If the FO allows You to have couriers and others deliver goods to or remove goods from the Facility, additional terms will apply.

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

Storer's / Director's / Authorised Signatory's signature:

Second Storer's / Director's / Authorised Signatory's signature:

SSAA STANDARD SELF STORAGE LICENCE AGREEMENT**Introduction:**

This Agreement outlines the terms and conditions of self storage at this facility, where We licence spaces to customers for the purpose of storing goods. As a business we must abide by various laws and regulations and by extension, this Agreement requires that You also comply with all applicable laws. This Agreement also helps maximise the safety of our customers and the security of the Facility.

1. Definitions and Interpretation

In this Agreement, unless the context requires otherwise:

1.1 Definitions

Account means Your account with Us in respect of this Agreement.

Agreement means this standard self storage licence agreement, including the Schedule, these Full Terms and any applicable Specific Terms.

Alternative Contact Person or **ACP** means the alternative contact person that You specify in the Schedule.

Associate means the ACP, Your agent and/or a third party:

- (a) who enters the Space (or the Facility) at Your request, invitation or direction; or
- (b) whose entry to the Space (or the Facility) was facilitated by any of Your acts or omissions, including, but not limited to, the provision of a key, access card, codes or Bluetooth-enabled device; or
- (c) who gains unauthorised entry to the Space (or the Facility) due to the Space (or Facility) being left unsecured, either deliberately or negligently, by You.

CCTV means any type of visual surveillance device used for security purposes, including cameras that relay to a screen or monitor, and usually results in recordings. For the purpose of this Agreement, this incorporates any other surveillance and recording technology operated for safety and security purposes.

CG Act means the Consumer Guarantees Act.

Default means a material breach of this Agreement by You.

Default Action means any of the actions described in clause 13 (Consequences of Default).

Default Action Costs means Our reasonable costs of enforcing this Agreement due to Your Default such as, without limitation, the costs of:

- (a) inspecting the Space;
- (b) conducting an inventory of Goods;
- (c) the sale or disposal of Goods;
- (d) cleaning the Space;
- (e) recovering any overdue Fees and other amounts due, including costs of debt collection services;
- (f) postage and/or courier; and/or
- (g) any other action required or permitted under this Agreement (including the giving of a notice to You).

Direct Debit means an automatic recurring payment of the Storage Fees debited by Us from Your nominated bank account, debit or credit card on Your Scheduled Payment Date or as otherwise agreed.

Facial Identification refers to 'one-to-many' matching and involves determining whether a face matches any biometric template in a database.

Facial Recognition Technology or "FRT" involves the collection of a digital image of an individual's face and the extraction of their distinct features into a biometric template. The biometric template is then compared against one or more pre-extracted biometric templates for the purpose of Facial Verification or Facial Identification.

Facial Verification refers to 'one-to-one' matching and involves determining whether a face matches a single biometric template.

Facility means the self storage facility location specified in the Schedule and comprised of the premises owned or controlled by Us, including the land, buildings and any fixtures.

Facility Rules means the rules of conduct, any operational rules and occupational health and safety procedures at the Facility as published on Our website and/or displayed at the Facility from time to time (if any).

Fees means, collectively, the fees described in clause 3.

Fixed Period means either:

- (a) the fixed storage period specified in the Schedule; or
- (b) where no such period is specified, the minimum storage period of 30 days, commencing on the date of this Agreement.

Full Terms means these Standard Self Storage Licence Agreement: Full Terms.

Goods means the goods that are being stored by You and which are subject to this Agreement.

GST means any goods and services tax imposed by the Goods and Services Tax Act 1985.

Indemnified Party means Us and Our directors, employees, contractors, subcontractors and agents.

Late Payment Fee means the late payment fee and accrual set out in the Schedule.

Other Fees includes any of the fees (whether for Our Services required by You, administration of Your Account, cleaning, pest control or emergency or security

service call-out caused by You or Your Associate) set out in the Schedule, Default Action Costs and/or any other fees reflecting Our incurred costs that We determine are chargeable to You and of which We advise You in writing.

Permitted Use means storage of Goods and/or other use, subject to and compliant with all applicable laws, for which We have given You express prior written approval.

Personal Information means information or an opinion (including information or an opinion forming part of a database) that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion or as otherwise defined in the Privacy Act 2020, and includes biometric information (such as facial images, fingerprints, or voiceprints).

PPSA means the Personal Property Securities Act 1999.

Privacy Policy means Our Privacy Policy as published on Our website and/or displayed at the Facility.

Prohibited Goods includes, without limitation, goods that are hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living, or that can pose a risk to any person or property, including any lithium-ion battery or item containing a lithium-ion battery.

Schedule means the schedule to this Standard Self Storage Licence Agreement containing Your and Our details, among other things.

Scheduled Payment Date means the recurrent agreed date as specified in the Schedule on which payment of the Storage Fee is due under this Agreement or as otherwise agreed by the parties in writing.

Security Deposit means the security deposit amount (if any) specified in the Schedule.

Service means any service offered by Us, including the managed storage, storage room, vehicle storage, shipping container and/or trailer hire services, as the case may be.

Space means the storage space licenced to You within the Facility under this Agreement and specified in the Schedule or any other storage space as may be subsequently allocated to You by Us in accordance with sub-clause 21(b) (Variation).

Specific Terms means the specific terms applicable in respect of each relevant Service used by You, as published on Our website and/or displayed at the Facility.

Storage Fee means the periodic storage fee specified in the Schedule or as otherwise agreed in writing.

Storage Period means the Fixed Period, any holding over period under sub-clause 2(c) and/or any further period agreed by the parties in writing.

StorerCheck means the database set out at <https://storercheck.com.au/> (or such other URL as may be advised by Self Storage Association of Australasia on its website from time to time).

Termination Notice Period means the termination notice period specified in the Schedule or, where no such period is specified, the termination notice period is 30 days from the date on which either We or You gives written notice to the other party of its intention to terminate this Agreement.

Unforeseen Event includes fire, flood, earthquake, storm or another event outside of any party's reasonable control adversely affecting the access to or use of the Space or any part of the Facility.

We or **Us** means the person specified in the Schedule as the Facility Owner (or any of Our successors or assigns).

You means the person (which may be one or more persons, as applicable, and may include a natural person, body corporate (and if so, each person acting with the actual or apparent authority in respect of that body corporate), partnership or trust) specified in the Schedule as the storer. Where You specify two or more legal persons in the Schedule as the storer, each of those persons is jointly and severally liable as a party under this Agreement.

1.2 Interpretation

- a. the singular includes the plural and vice versa;
- b. the meaning of general words is not limited by specific examples introduced by words like 'including', 'for example', 'such as' or similar expressions;
- c. a reference to any document, policy or legislation includes all amendments, consolidations or replacements (and all regulations or instruments issued under it, if any);
- d. time limits under this Agreement (including any notice issued under this Agreement) must be strictly complied with by all parties;
- e. a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in the city in which the Facility is located;
- f. neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting; and
- g. each party will exercise reasonably any powers (including discretion, opinion or belief) conferred on it under this Agreement.

2. Grant of Licence

- a. We grant You a licence to access and use the Space during the Facility's access hours, notified by Us from time to time, in accordance with the Permitted Use during the Storage Period, upon and subject to this Agreement.

b. Your rights under this Agreement are in contract only and do not confer any leasehold or other interest in the Space.

c. If, with Our consent, You remain in possession of the Space after the Fixed Period expires, this Agreement will be deemed to continue as a monthly agreement, on the same terms and conditions but modified as applicable to a monthly agreement.

3. Fees

a. You must pay to Us, using a payment method accepted by Us:

1. **Security Deposit:** on signing the Agreement a one-off Security Deposit (if any): the parties agree that, subject to the terms of this Agreement, We may apply the Security Deposit to any Fees due and payable to Us by You (**Incurred Fees**) and where:
 - A. the Security Deposit is greater than the Incurred Fees, We must refund to You within 30 days of finalising Your Account any balance remaining after the deduction; or
 - B. the Security Deposit is less than the Incurred Fees, We will be entitled to apply the entire Security Deposit and You will be liable to Us for any shortfall.
2. **Storage Fee:** the Storage Fee monthly in advance (unless otherwise agreed by the parties) and by no later than the Scheduled Payment Date;
3. **Late Payment Fee:** the Late Payment Fee, if any payment of the Storage Fee or any other Fee due is not made by the due date; and/or
4. **Other Fees:** the Other Fees in accordance with this Agreement.

b. **Duties and Taxes:** You must pay any government taxes, charges or duties (including any GST) payable in respect of this Agreement. A valid tax invoice will be provided to You on request and/or issued periodically by Us to You, as the case may be.

c. **Direct Debit:** You must identify Your Direct Debit payment clearly and as reasonably directed by Us, so it can be correctly credited to Your Account once cleared. If You fail to identify Your payments in accordance with Our directions and Your Account is in arrears as a result, You may incur a Late Payment Fee and/or We may undertake a Default Action in accordance with this Agreement. You indemnify Us against any claim for loss, damage or expenses in connection with Our enforcement of this Agreement, including in relation to the sale or disposal of Your Goods, due to Your failure to correctly identify a Direct Debit payment.

d. **Fee increases:** We may increase the Storage Fee or any other Fee any time after the expiry of the Fixed Period but must provide at least 28 days' notice to You of any fee increase. If You object to the fee increase, You may, before the expiration of that 28 day period, terminate this Agreement and move out by giving no less than 24 hours' notice to Us (in accordance with clause 21(b)).

4. Your Obligations

You must:

- (a) use the Space in accordance with the Permitted Use only;
- b. not conduct business, reside, sleep, loiter, party, cause nuisance or undertake any other activity in the Space or at the Facility contrary to the Permitted Use;
- c. comply with the Facility Rules (including Our reasonable directions) and all applicable laws (including local planning laws, health and safety laws) and directions of relevant government authorities (including those that We may be required to implement);
- d. ensure that any Goods stored in the Space are:
 1. dry, reasonably clean, free of vermin, mould and/or food scraps; and
 2. not Prohibited Goods;
- e. keep the Space in good and clean condition, appearance and repair;
- f. not alter the Space in any way without Our prior written consent;
- g. promptly notify Us of any damage to the Space and/or any part of the Facility, or of any event or circumstance that poses a material risk to the Space or Facility; and
- h. secure from unauthorised entry the Space and any of the Facility's gates / doors that You use.

5. Your Warranties

You warrant that You:

- a. own all the Goods stored in the Space and/or are entitled at law to deal with such Goods in accordance with this Agreement (including granting Us the right to dispose of the Goods in specified circumstances) and, in that capacity, You have knowledge of the Goods in the Space; and
- b. will not store in the Space:
 1. any documents containing Personal Information (including sensitive information) about You or third parties;
 2. any irreplaceable Goods, such as currency, jewellery or precious metals (e.g. gold), furs, deeds, paintings, curios, works of art, photographs, items of personal sentimental value or that are worth more than NZ\$1,000 (in total), unless they are itemised and covered specifically by insurance; or
 3. any Prohibited Goods.

6. Our Warranty

We warrant to You that We have the right to grant You the licence under sub-clause 2(a) and will facilitate Your access to the Space during the Facility's access hours (except as otherwise provided in this Agreement).

7. Your Acknowledgement

You acknowledge and agree that:

- a. the Space is approximately the size advertised;
- b. You are solely responsible for determining whether the Space is appropriate and suitable for storing Your Goods, having regard to the size, nature and condition of Your Goods and of the Space;
- c. We:
 1. do not have, and will not be deemed to have, knowledge of the Goods in the Space;
 2. are not a bailee of the Goods stored in the Space and do not take possession of the Goods, You retain control of, and responsibility for, the Goods (subject to Us taking possession under clause 13 (Consequences of Default)); and
 3. do not provide any Goods, or Goods maintenance services, to You, unless otherwise agreed with You and subject to the applicable Specific Terms;
- d. You are solely responsible for evaluating the replacement value of Your Goods and purchasing and/or maintaining an appropriate level of insurance coverage in relation to Your Goods. In the event of loss or damage to Your Goods, or loss or damage caused by Your Goods, You should not assume that any insurance policies that We may have covers such loss or damage;
- e. by requiring Us to perform any Services or by using any of Our Services, You accept the Specific Terms on which We provide those Services, including the Other Fees applicable to those Services;
- f. if You fail to sign and return this Agreement to Us, You may accept this Agreement by conduct (such as by verbally agreeing to its terms, storing Goods in the Space and/or paying Storage Fees) and, if so, You are legally bound by it;
- g. common areas at the Facility may be under continuous CCTV and audio surveillance;
- h. in limited circumstances such as for maintenance and repair, ID verification purposes and/or other issues, We have the right to temporarily restrict Your access to the Space without notice; and
- i. all Goods are subject to a contractual lien for all Storage Fees and any other amounts owing by You to Us. This lien is also a security interest under the PPSA.

8. Damage by You and/or Your Associates

In the event the Space, the Facility, any of Our property, and/or property of any other person at the Facility, is damaged due to any of Your and/or Your Associate's acts or omissions, including storage of Prohibited Goods, We may, at our election:

- a. direct You to remedy any such damage, including by paying compensation; and/or
- b. repair such damage and charge You for any repairs.

9. Access, Inspection and Surveillance

- a. You consent to Us accessing (using all force as is reasonably necessary in the circumstances) and inspecting the Space by any means (including using a microprobe, CCTV or other camera or audio surveillance with any footage obtained from such surveillance being potentially available as evidence in any proceedings):
 1. on 14 days' written notice to You (where You will have the right to be present at the inspection) for the purposes of, among other things, maintenance, repair and/or relocation;
 2. immediately and without notice (but with a subsequent written notice to You informing You of the event as soon as practicable, unless we are prohibited by law from doing so) in the event that entry is required to give effect to this Agreement or any applicable law, or We suspect there has been a breach of this Agreement or any law, including but not limited to circumstances where We, acting reasonably, believe that:
 - A. Your Goods or any of Your or Your Associates' acts or omissions threaten, or may cause harm or damage, to any person, property or the environment (which may include the Space); or
 - B. it is a requirement of Our insurance policy or other similar binding requirement; or
 - C. We must report You and/or Your Associates to a relevant government authority, law enforcement agency and/or emergency services and/or allow access, inspection or seizure of Goods by relevant government authorities, in each case in compliance with applicable laws; or
 - D. an Unforeseen Event has taken place or, in Our reasonable belief, is about to take place.
- b. We may operate CCTV and other security systems at the Facility, including systems that use Facial Recognition Technology. The presence of CCTV on Facility premises will be brought to the notice of You and the general public by appropriate signage. Through such systems, we may collect Your Personal Information, which may include Your biometric information. We will collect, use, store and disclose any such Personal Information (and biometric

information) in accordance with all applicable laws (such as the Privacy Act 2020 and regulations and Codes made under that Act) and our Privacy Policy. If you have any questions about our privacy processes (including access, correction and/or complaints) please contact our Privacy Officer using the contact details in our Privacy Policy.

10. Goods Handling Equipment

We may make walking stackers, trolleys and other Goods handling equipment available to assist You. You can use such equipment only if You:

- are experienced with the particular equipment, know how to use it safely, and use it safely;
- comply with any applicable health and safety regulations, instructions and/or Our directions for use for that equipment; and
- accept liability for any damage or injury arising from Your or Your Associate's use of such equipment at the Facility.

11. Consumer Guarantees Act 1993

Unless You are using the Space for the purposes of business storage, then the CG Act applies to this Agreement and provides You with rights that are not excluded, restricted or modified by this Agreement. The provisions of this Agreement are subject to the specific protections and guarantees in the CG Act. If You are using the Space for the purposes of business storage, then You agree that the CG Act does not apply to this Agreement and that it is fair and reasonable to be bound by this provision.

12. Liability and Risk

(a) If the CG Act applies to this Agreement, Our services come with non-excludable guarantees under the CG Act, including that they will be provided with reasonable care and skill. Except to the extent of those non-excludable guarantees and any applicable law to the contrary, You:

- access and use the Space (including storing Goods in the Space) at Your own risk;
 - bear the risk of theft of Your Goods from the Space and of any damage, deterioration and/or destruction to Your Goods caused by, among others:
 - any Unforeseen Event (including flood, fire, leakage or overflow of water);
 - mildew, mould, or temperature fluctuations;
 - transportation (including delivery and removal) of the Goods;
 - infestations (including pest or vermin); and/or
 - spillage of material from any other storage space caused by other users of the Facility;
 - must indemnify and hold harmless the Indemnified Party in respect of any cost, loss or damage (as applicable) to the Space, Facility, Us, and/or any third party, where such cost, loss or damage is caused by Your or Your Associate's wilful misconduct, negligent omission, fraud or criminal conduct and/or the storage of Prohibited Goods; and
 - release Us from all claims and liability arising from any cost, loss or damage occurring in the Space or the Facility or in connection with Your use of the Space, and, in any event, if it is determined that We are liable to You, Our liability is capped at:
 - if the cost, loss or damage relates to Goods or property, NZ\$1000; or
 - otherwise, the amount which is the greater of:
 - the Storage Fees You paid Us under this Agreement within 6 months of the date of the event giving rise to the liability; and
 - NZ\$5000.
 - Clause 12(a)(1) to (4) inclusive do not apply to the extent any risk, liability, cost or damage is caused by any of Our (and/or any Indemnified Party's) negligence, wilful misconduct, fraud or criminal conduct. We indemnify You and hold You harmless in respect of any cost, loss or damage (as applicable) to You, where such cost, loss or damage is caused by Our (and/or any Indemnified Party's) wilful misconduct, negligent omission, fraud or criminal conduct.
- d. Each party:
- is not entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once for the same liability or breach of this Agreement; and
 - shall not be liable under this Agreement for any indirect, consequential, special or incidental loss or damages;
- e. Each party's liability for any cost, loss or damage (as applicable) under this Agreement will be reduced proportionally to the extent that any act or omission by the other party contributed to the relevant cost, loss or damage.
- f. You acknowledge that this clause is a fundamental term of this Agreement as the risk and liability allocation has been factored into the Fees and Our operations would not be viable on any other basis.

13. Consequences of Default

a. In the event of Your Default (such as any Fees becoming overdue or You failing to comply with Your obligations under clause 4) under this Agreement, We

may (but are not obliged to), without any liability to You for any loss or damage and without limiting any other rights under this Agreement (including the right of termination), take any of the following Default Actions:

- apply the Security Deposit in respect of any Incurred Fees as provided in sub-clause 3(a)(1);
 - deny You access to the Space and/or the Facility until the Default is remedied, including by applying a padlock or other device to the Space;
 - access the Space, by force if necessary, take possession of the Goods stored in the Space (noting that, for the purposes of the PPSA, We are deemed to be in possession of the Goods stored in the Space from the moment We exercise our rights pursuant to this clause);
 - report You to, without limitation, StorerCheck, any debt collection agency, credit reporting agency, law enforcement agency or government authority as applicable (subject to Our Privacy Policy);
 - provided that a minimum of 42 days have passed since the date of Your Default and We have given You no less than 14 days' notice (to allow You to rectify Your Default if it is rectifiable):
 - sell the Goods in one or more lots by private arrangement or public auction (whether conducted online or in person), subject to any superior rights of third parties under the PPSA; and/or
 - dispose of the Goods in whole or in part, in any manner We deem fit, where the Goods remain unsold after being offered for sale or are unsaleable for any reason (including posing a health and safety risk) or appear of insufficient value to warrant a formal sale process.
- b. In respect of sub-clause 13(a)(6):
- If We believe it is a health and safety risk to conduct an inventory of the Goods, We may take the Default Action under paragraph (B) without undertaking such an inventory. In such circumstances, We will not open any boxes or bags in which Your Goods are contained and will dispose of all Goods unopened.
 - Any funds We recover from the sale will be applied to pay any Fees You owe Us, including the Default Action Costs. In the event of excess funds, We will endeavour to return any balance to You within 30 days from the date of finalising Your Account. However, where We cannot locate You or Your ACP using the contact details provided we will act in accordance with the requirements of the relevant legislation.
- c. You consent to any Default Action being taken under this clause 13, regardless of the nature or value of Your Goods and agree not to impede or cause any obstruction to enforcement of Our rights (other than remedying Your Default).
- d. Your Default under one agreement with Us will constitute a Default under all agreements between You and Us and will entitle Us to take a Default Action in accordance with this clause 13 (Consequences of Default) as if it applies with any necessary alterations to each of Your agreements with Us.

14. Unforeseen Events

On occurrence, or reasonably anticipated occurrence (such as further to an official weather warning from the relevant authorities), of an Unforeseen Event:

- You must comply with all Our reasonable directions;
 - each party:
 - must comply (and must direct any of their associates to comply) with all directions from a government department, law enforcement agency (including police), and/or insurer; and
 - may, in consultation with the other party and subject to a continuing Unforeseen Event, terminate this Agreement on giving a reasonable notice in writing (which could be with immediate effect if it is reasonable in the circumstances) to the other party.
- c. We may:
- suspend this Agreement and the parties' rights and obligations under it for up to 30 days to allow Us to assess and remedy any damage (and no Storage Fees will be payable during the suspension);
 - take all actions reasonably necessary to minimise the damage to the Space and/or Facility caused by or incidental to the Unforeseen Event; and
 - if it is reasonable to do so, offer You an alternative space elsewhere in the Facility.
- d. Where Your Goods in the Space are severely damaged by an Unforeseen Event or, in Our opinion, pose any risk to Us, the Facility or any third party, You consent to Us disposing of such Goods without any liability to You upon giving You a written notice. Where practicable and safe to do so, You agree to attend the Space at any reasonable time specified by Us, and (if required by Us) You will inspect the Goods in the Space for damage and/or clear out the Space as soon as possible and within any reasonable period specified by Us.

15. Termination

(a) Subject to clause 16 (Effect of Termination), this Agreement may be terminated:

1. **Termination Without Cause:** after the Fixed Period has ended, by either party giving written notice to the other party for a period not less than the Termination Notice Period;
 2. **Termination for Cause:** by either party immediately (which may be confirmed by a subsequent notice in writing):
 - A. in the event of any Default under this Agreement by the other party, which is not capable of being remedied (including, where We determine, acting reasonably, that Your and/or Your Associate's behaviour and/or use of the Space and/or the Facility is illegal, environmentally harmful, antisocial, threatening or offensive); or
 - B. upon giving a written notice to the other party to remedy a Default (including any Fees becoming overdue) under this Agreement and the other party fails to remedy the Default within 14 days of receiving such notice;
 3. **Termination due to Variation:** by You in accordance with sub-clause 20(b); or
 4. **Termination due to Unforeseen Event:** by either party in accordance with sub-clause 14(b)(2).
- b. If You purport to terminate this Agreement without giving the written notice to Us, termination will be deemed ineffective.

16. Effect of Termination

Termination of this Agreement does not affect any accrued rights or liabilities of the parties. Upon valid termination of this Agreement:

- (a) We will refund or set off (as applicable) the amount of any Storage Fees paid by You in advance for any future whole month that has not yet commenced; and
- b. You must:
 1. pay any outstanding Fees and any other amounts payable by You under this Agreement; and
 2. vacate the Space of all Goods, return to Us any of Our property, and leave the Space in a clean condition in accordance with the Facility Rules within 24 hours from termination unless otherwise agreed with Us in writing.
- c. In the event You breach sub-clause 16(b), We may:
 1. deduct the amount from the Security Deposit in accordance with sub-clause 3(a)(1) (Fees); and, in respect of any shortfall,
 2. take any Default Action under clause 13 (Consequences of Default).

17. Disposal of Abandoned Goods

If You leave any of Your Goods or any other goods unattended outside of the Space at the Facility (**Abandoned Goods**) in breach of the Facility Rules or fail to collect Your Goods within 24 hours of termination of this Agreement, You authorise us to dispose (including by sale) of the Abandoned Goods (regardless of their nature or value) provided we have given You at least 7 days written notice of such proposed disposal, and without any liability to You and without Us having any obligation to inspect and/or value the Goods.

18. Alternative Contact Person (ACP)

You:

- a. warrant that You have the ACP's consent to disclose the ACP's Personal Information to Us and that the ACP is authorised to act as Your agent whose decisions in relation to this Agreement will be legally binding on You; and
- b. without limiting clause 18(a), authorise Us to, at Our discretion:
 1. discuss any matter relating to this Agreement with the ACP, including confirming Your latest known contact details; and
 2. in the event of You being absent, failing to respond to notices or other communications, or unwilling or unable to remove Your Goods when required to do so under this Agreement, allow the ACP to access the

Space and remove Your Goods on terms agreed between Us and the ACP, whether before or after termination of this Agreement.

19. Notice

- a. A notice to a party under this Agreement must be in writing and emailed to that party's email address or texted to that party's mobile phone number specified in the Schedule (unless You have indicated that You decline to receive notices electronically, in which case the notice can be handed to You or Your ACP or posted to Your latest known address). In the event two or more sets of contact details are provided in the Schedule, it will suffice to give notice in writing to any one of them.
- b. A notice given in accordance with this clause must be treated as having been given and received on the day it is handed, emailed or texted or three business days after the notice has been posted by mail.
- c. Details of any change to a party's (or an ACP's) contact details must be notified to the other party within 2 business days of the change occurring.

20. General Provisions

a. **Assignment.** The rights granted under this Agreement are personal to You and You may not deal (including via change of control) with Your rights and obligations under this Agreement without Our written consent. Any purported dealing is deemed ineffective. You consent to Us transferring (including via change of control or by way of assignment) Our rights and obligations under this Agreement without prior notice to You (as seeking such consent from multiple storers would be impractical, among other things).

b. **Variation.** We may vary this Agreement by giving You at least 28 days' written notice of the variation pursuant to changes in applicable laws, market conditions and/or legitimate business interests (including for the proper operation, management, refurbishment or redevelopment of the Facility that may require Us to relocate You to another space (of similar dimensions) within the Facility or make any Fee adjustments). If You object to the variation, You may, before the expiration of the specified notice period, terminate this Agreement by giving no less than 24 hours' written notice to Us.

c. **Counterparts.** This Agreement may be executed using electronic signatures and exchanged or delivered electronically and such execution, exchange and delivery will be legally binding in any number of counterparts.

d. **No implied waiver.** A failure and/or delay by a party to exercise a right under this Agreement resulting from a breach by the other party does not amount to a waiver of that breach or of any future breach of the same kind.

e. **Severance.** If a provision, or part of a provision, in this Agreement is held to be illegal, invalid, void, voidable, or unenforceable, then that provision, or part of a provision, must be read down to the extent necessary to ensure that it is valid and enforceable. Where it is not possible to so read down a provision, or part of a provision, then that provision, or part of a provision, is severable without affecting the validity or enforceability of the rest of this Agreement.

f. **Entire Agreement.** This Agreement records the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between them (whether written or verbal).

g. **Jurisdiction.** The validity, interpretation and performance of this Agreement will be governed by the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute that arises in connection with this Agreement.

h. **Disputes.** If a dispute arises between the parties under this Agreement, the parties must attempt to settle the dispute with one another before instituting any legal proceedings.

i. **Survival.** Provisions of this Agreement which by their nature are meant to continue to run beyond the termination or expiry of this Agreement will survive its termination or expiry.