

New Zealand Standard Self Storage Licence Agreement: Instruction Sheet for **Shipping Container Service** Specific Agreement Terms

STEPS FOR IMPLEMENTATION

Add the following Specific Terms to the Master Agreement terms (the pages of terms and conditions following the Schedule/front page), either as part of the PDF, digital agreement or as an addendum, ensuring they are linked back to the relevant Schedule and Full Terms, whether as part of the same document (eg electronically) or by reference (eg by including the agreement number):

1. Relationship with Standard Self Storage Licence Agreement

- (a) These Specific Terms form part of the Standard Self Storage Licence Agreement which You have executed or accepted by conduct, a copy of which We recommend You retain for Your records and which is published on Our website or displayed at Our principal place of business (as the case may be). You must read these Specific Terms accordingly.
- (b) By using this Service and/or agreeing to these Specific Terms, You agree to be legally bound by these Specific Terms in respect of this Service.
- (c) To the extent practicable and unless otherwise stated in these Specific Terms, all of the Full Terms apply with any necessary alterations to the Service as if:
 - (1) a reference to the Goods stored in a Space in the Full Terms is a reference to the Goods stored within the Shipping Container;
 - (2) a reference to the Storage Fee in the Full Terms is a reference to the Shipping Container Fee;
 - (3) a reference to the Storage Period in the Full Terms is a reference to the Service Period; and
 - (4) a reference to the Space in the Full Terms is a reference to the Shipping Container so that (among other things) we are authorised to access the Shipping Container in the same circumstances as we are authorised to access the Space.
- (d) In the event of any inconsistency between these Specific Terms and the Full Terms, these Specific Terms will prevail to the extent of any inconsistency (in respect of its subject matter only).
- (e) For the avoidance of doubt, these Specific Terms neither apply nor alter the Full Terms, or any other agreement, in respect of any goods other than the Goods stored in the Shipping Container.

2. Definitions

Shipping Container means a shipping container specified/described in the Schedule in which your Goods are stored and delivered to the Facility or into which your Goods are loaded for storage at the Facility.

Shipping Container Fee means a fee for the Service, the amount of which is specified in the Schedule.

Service means the service of receiving delivery, arranging removal and/or storage of a Shipping Container at the Facility, as the case may be.

Service Period means the period specified in the Schedule or any other agreed period during which we provide this Service to You.

Specific Terms means these Specific Terms.

3. Service and Access

Subject to the terms of the Agreement:

- (a) You may only bring a Shipping Container to the Facility with Our prior written approval; and
- (b) We will provide the Service for a period not exceeding the Service Period.

Unless we notify You otherwise in writing, We will not provide Ministry of Primary Industries (MPI) – approved transitional facilities.

4. Conditions of Service

4.1 You must:

- (a) before any delivery of a Shipping Container, obtain a quote from Us in writing for the amount of the applicable Shipping Container Fee, which will be deemed accepted by You on the delivery to, and storage of, the Shipping Container at the Facility;
- (b) if applicable, schedule delivery and removal of the Shipping Container with Us at least 24 hours in advance of such delivery or removal; and
- (c) place the Shipping Container where directed by Us.

4.2 We may relocate the Shipping Container to another Space within the Facility for the proper management of the Facility.

5. Removal of the Shipping Container

You must:

- (a) arrange the removal of the Shipping Container from the Facility prior to the expiry of the Service Period; or
- (b) if You are in breach of clause 5(a) of these Specific Terms:
 - (1) permit and/or facilitate Us removing the Shipping Container from the Facility; and
 - (2) reimburse Us on demand for the cost of removal of the Shipping Container from the Facility.

6. Fees

(a) In consideration for Our providing You with the Service, You must pay to Us:

- (1) the Shipping Container Fee, payable in advance for the Service Period;
- (2) fees due and payable under clause 5(b)(2) of these Specific Terms; and
- (3) any other Fees applicable to this Service.