

New Zealand Standard Self Storage Licence Agreement: Instruction Sheet for **Vehicle Storage Licence** Specific Agreement Terms

STEPS FOR IMPLEMENTATION

1. Ensure the Schedule (front page of the agreement) contains the necessary details for your service, for example, edit the fields to include/read as:
 - a. the Vehicle details
 - b. the Parking Space details
 - c. the Vehicle Storage Fee and
 - d. Vehicle Storage Period
2. Complete the cap on liability in clause 9 that is appropriate for the service you provide and the fees you charge. The caps included are suggested minimums that the SSAA considers are fair for storers i.e. SSAA recommends that they only be increased.
3. Add the following Specific Terms to the Full 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 in the Full Terms is a reference to the Vehicle;
 - (2) a reference to the Storage Fee in the Full Terms is a reference to the Vehicle Storage Fee;
 - (3) a reference to the Storage Period in the Full Terms is a reference to the Vehicle Storage Period; and
 - (4) a reference to the Space in the Full Terms is a reference to the Parking 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 Vehicle.

2. Definitions

Parking Space means the parking spot within the Facility where You are to store the Vehicle, such parking spot to be allocated by Us from time to time.

Service means a licence to store a Vehicle in the Parking Space.

Specific Terms means these Specific Terms.

Vehicle means the motor car, van, truck, trailer, caravan, boat or other kind of vehicle specified in the Schedule, including all goods in, and fixed to, that vehicle, or any other vehicle stored by You in the Parking Space.

Vehicle Storage Fee means the vehicle storage fee specified in the Schedule.

Vehicle Storage Period means the vehicle storage period specified in the Schedule.

3. Licence

Subject to the terms of the Agreement:

- (a) We grant a licence to access (during the Facility's access hours) and use the Parking Space, for the Permitted Use during the Vehicle Storage Period
- (b) We may allocate you a replacement parking spot in accordance with clause 20.b. of the Full Terms;
- (c) We are not a bailee of the Vehicle unless We agree to take possession of the key to that Vehicle or to the trailer lock or other locking device for that Vehicle (other than where we agree to hold the key on your behalf for use by or delivery to a third party).
- (d) if We are a bailee under clause 3(c) of these Specific Terms:
 - (1) any such bailment is limited in scope and duration to the period during which We are in actual possession and control of the Vehicle;
 - (2) we may enter, take control of the Vehicle and move the Vehicle for any purpose connected to the proper operation and management of the Facility;
 - (3) once the Vehicle is returned to the Parking Space (or a newly allocated Parking Space) and We no longer exercise possession or control, the bailment ends and We hold no further responsibility as bailee;
 - (4) We do not assume any duty to inspect, start, maintain, service, fuel, clean or verify the condition of the Vehicle, or of any of its contents, accessories or attachments, unless otherwise agreed in writing; and
 - (5) Our obligations as bailee are subject to the terms of the Agreement (including your obligation to insure the Vehicle), the nature of the Service, the Vehicle Storage Fees You pay Us, and any access, instruction, or control You retain.

The rights under this clause 3(d) are in addition to our other rights under these Specific Terms.

- (e) We reserve the right to take control of and/or enter and move the Vehicle:
 - (1) on 14 days' written notice to You for the purposes of, among other things, 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 Our taking control of and/or entering and moving the Vehicle is required to give effect to this Agreement or any 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 Vehicle 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 Parking Space);
 - (B) it is a requirement of Our insurance policy or other similar binding requirement;
 - (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 the Vehicle by relevant government authorities in compliance with applicable laws; or
 - (D) an Unforeseen Event has taken place or is about to take place;
 - (3) 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) where:
 - i. Your Vehicle is causing an obstruction;

- ii. You are in Default or cross-default under the Agreement or any other agreement you may have with us; or
- iii. there exists any other purpose necessary for the enforcement of the Agreement or the proper operation and management of the Facility.

4. Restrictions

You must not:

- (a) store any goods other than the Vehicle in the Parking Space; or
- (b) register a security interest over Us in respect of the Vehicle under the PPSA.

5. Your obligations

You must:

- (a) secure the Vehicle within the Parking Space; and
- (b) not allow a third party to store a vehicle or any other goods in the Parking Space.

6. Insurance

You acknowledge that, prior to entering into the Agreement, You have liaised with your insurer to ensure your policy type and coverage is sufficient for the Service contemplated by these Specific Terms, and warrant that You will, for the duration of the Vehicle Storage Period:

- (a) maintain the following types of insurance policies in respect of the Vehicle:
 - (1) comprehensive motor vehicle insurance (covering both the Vehicle for no less than its full replacement value and any third party property damage You cause); and
 - (2) compulsory third party insurance covering anyone who drives the Vehicle (including Our personnel); and
- (b) on request, provide Us with certificates of currency in respect of each of the insurance policies specified above.

You acknowledge that We enter into the Agreement in reliance on Your complying with Your obligations under this clause 6.

7. Fees

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

- (a) the Vehicle Storage Fee payable in advance (unless otherwise agreed by the parties), by no later than each Scheduled Payment Date specified in the Schedule; and
- (b) any other Fees as applicable to the Service.

8. Default

You agree that, in the event of Your Default under the Agreement, clause 13 (Consequences of Default) of the Full Terms will apply (including cross-default), save that We may take possession and control of the Vehicle to, at our discretion sell or dispose of the Vehicle (including any goods stored in, or fixed to, the Vehicle). The goods stored in, or fixed to, the Vehicle may be disposed 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. If We believe it is a health and safety risk to conduct an inventory of

the goods, We may dispose them of without undertaking such an inventory. In such circumstances, We will not open any boxes or bags in which the goods are contained and will dispose of all goods unopened.

9. Liability and Risk

In addition to and subject to the provisions of clause 12 (Liability and Risk) of the Full Terms applicable to the Vehicle, You:

- (a) acknowledge and agree that:
 - (1) the Service is a licence only and, unless and for the period that We assume possession or control of the Vehicle as expressly set out in clause 3(c) of these Specific Terms, We are not a bailee and do not owe any duty of care as bailee in respect of the Vehicle;
 - (2) You are responsible for securing, insuring, and monitoring the condition of the Vehicle while it is stored in the Parking Space, and for all risk of theft, loss or damage (including accidental damage, vandalism, or environmental damage), except to the extent provided in subclause (b);
 - (3) the Vehicle is stored at Your risk and We are not responsible for the condition, functionality, or operability of the Vehicle, or of any goods in or attached to it, unless otherwise agreed in writing;
- (b) acknowledge and agree that if We become a bailee under clause 3(c), Our liability in that capacity is limited to taking reasonable care of the Vehicle while it is in Our possession or control, and:
 - (1) We are not liable for any loss of or damage to the Vehicle unless such loss or damage arises directly from Our negligence, wilful misconduct, fraud or criminal conduct while We are in possession or control of the Vehicle;
 - (2) Our total liability for any such loss or damage (if established) is limited to the lesser of the cost of repair or the market value of the Vehicle at the time of the loss, and in any event no more than \$[insert capped amount, e.g. \$2,000], unless otherwise agreed in writing.

10. Disposal of Abandoned Vehicle

- (a) If:
 - (1) You leave Your Vehicle unattended outside of Your Parking Space at the Facility in breach of the Facility Rules and you do not rectify this within a 7-day written notice from Us; or
 - (2) You fail to collect Your Vehicle within 7 days of termination of this Agreement,

You agree that your Vehicle will be deemed to have been abandoned (**Abandoned Vehicle**). You authorise us to dispose of the Abandoned Vehicle as We deem fit (regardless of its nature or value) upon a 7-day written notice without any liability to You and without having any obligation to inspect and/or value the Vehicle (including any goods in, or fixed to, the Vehicle).

11. Power of Attorney

- (a) You irrevocably appoint Us and each person who is at the time of exercise a director of Us as Your attorney(s) (**Attorneys**). Each Attorney appointed under this clause may act individually or collectively. If We request, You agree to formally approve anything an Attorney does under clause 11(b) of these Specific Terms.
- (b) If any right to sell or dispose of the Vehicle arises under the Agreement in Our favour, an Attorney may:
 - (1) do anything reasonably required to facilitate the sale or disposal of the Vehicle, such as attending any government departments or executing and filing documents and notices on Your behalf; and
 - (2) exercise their powers even if this involves a conflict of duty or they have a personal interest in doing so.