

CONDITIONS OF STORAGE AGREEMENT

1. General:
 - a. These Terms and Conditions of Storage ("Conditions of Storage Agreement") apply to all contracts for the supply of storage space by Storage Mangawhai ("us") to the customer ("you").
 - b. Your use of our storage space means that you accept these Conditions of Storage. No variation by you of these Conditions of Storage will be valid unless our authorised representative gives you written confirmation that that variation has been accepted.

STORAGE

2. 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.
3. The Owner (which term includes its directors, employees, and agents):
 - a. does not provide any service other than a licence to use the Space;
 - 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 Owner does not take possession of or any responsibility for the goods except as provided in clause 16 and 24.

COSTS

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 Owner, on time and in full, throughout the period of storage. The Owner does not invoice for monthly fees. The Owner may increase the Storage Fee any time after expiry of the Storage Period. The Owner
 - b. will give the Storer 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 Owner written notice any time before the end of the notice period;
 - c. the Cleaning Fee is payable at the Owner's discretion if the Space requires cleaning;
 - d. any reasonable internal or external costs and disbursements incurred by the Owner 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 Owner from time to time;
 - b. is solely responsible for securing the Space in a manner acceptable to the Owner, and will secure the external gates or doors of the premises 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 Owner may charge (at its sole discretion) 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 Owner's prior consent. If the Space is damaged, the Owner may charge the Storer for any repairs;
 - h. cannot assign this agreement or let any other person store goods in the Space;
 - i. will notify the Owner 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 Owner consent to discuss any default by the Storer with the ACP;
 - k. agrees to comply with all health and safety or other notices for the Facility.
6. The Owner may refuse access to the Space by the Storer where any money is owing by the Storer to the Owner, whether or not a formal demand for payment has been made.
 7. The Owner 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 Owner will provide as much notice as reasonably practicable to the Storer of such a relocation and, unless agreed otherwise, the Owner 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 Owner's reasonable discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

RISK AND RESPONSIBILITY

9. No oral statements made by the Owner or its employees form part of this agreement. No failure or delay by the Owner to exercise its rights under this agreement will operate to reduce those rights.
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 Storer acknowledges in accordance with clauses 1.c, 2.a and 5 that the Owner is only providing a licence to use the Space provided by the Owner for the sole purpose of storing goods. In particular, no other undertakings or commitments are given or undertaken by the Owner whether in tort, contract or other legal principle.
12. If the Act applies, the Owner's services come with non-excludable guarantees, including that they will be provided with reasonable care and skill. Otherwise, to the extent permitted by law, the goods are stored at the sole risk and responsibility of the Storer who is responsible for any and all theft, loss, damage to, and deterioration of the goods, and shall bear the risk of any and all damage 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.
13. 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.
14. Where loss, damage or injury is caused by the Storer, the Storer's actions or the Storer's goods, the Storer will indemnify the Owner from all claims in contract, tort or otherwise for any loss or damage to the property of, or personal injury to the Storer, the Owner or the Facility, third parties, and/or the true owner of the goods stored in the Space, resulting from or incidental to the use of the Space by the Storer (including but not limited to storage of goods in the Space, the goods themselves and/or accessing the Facility).
15. 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 key.

COMPLIANCE WITH LAWS

16. 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.
17. If the Owner believes at any time (in its sole discretion) that the Storer is not complying with clause 15, the Owner may:
 - a. take any action the Owner believes necessary to so comply, including inspection of the Space and/or termination under clauses 18 and 19;
 - 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 Owner can take any such action at any time even though the Owner could have acted earlier.

INSPECTION AND ENTRY BY THE OWNER

18. The Storer consents to inspection and entry of the Space by the Owner on 14 days' written notice.
19. In the event of an emergency, the Owner may enter the Space using all necessary force without the prior written consent of the Storer. The Owner 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 Owner believes that clause 4.c or 16 is being breached, or where property, the environment or human life is, in the opinion of the Owner, threatened, or to allow access, inspection or seizure by relevant authorities.

DEFAULT

20. 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 Owner 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 Owner may enter the Space, retain the Deposit and/or take possession of any goods in the Space and may, at the Owners's sole discretion, do any one or more of the following:
 - i. sell the goods 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 other manner as the Owner 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 Owner believes in its reasonable opinion that it is a health and safety risk to conduct an inventory of the goods in the Space, the Owner may decide to dispose of some or all of the goods without doing an inventory. The Owner 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, to pay all Storage Fees and other fees, costs or disbursements owed to the Owner and any other costs incurred by the Owner in connection with re-entering the Space and selling or disposing of the goods;
 - iii. third, any excess will be sent to the Storer.
 - c. if the Owner enters the Space for any reason and no goods are stored there, the Owner may terminate this agreement immediately. The Owner will send written notice of the termination to the Storer within 7 days of such entry.

TERMINATION

21. This agreement may be terminated:
 - a. By either party: on written notice to the other party, or, if the Owner cannot contact the Storer, to the ACP if provided.
 - b. By the Owner: immediately without notice if the Storer breaches clause 3, 4, 5 or 16.
22. The Storer acknowledges that the Facility may use CCTV to view the inside of the Space and that the Owner may use such CCTV footage as evidence of a breach of this agreement under clause 21.b.
23. On termination the Storer will:
 - a. remove all goods in the Space by the date specified by the Owner and leave the Space in a clean condition and good state of repair to the satisfaction of the Owner; and
 - b. pay any outstanding moneys and expenses on default calculated by the Owner as being owed up to the date of termination.
24. If the Owner reasonably believes that the Storer is unable to carry its obligations or the Storer does not respond in a reasonable period to notices sent by the Owner, the Owner may, but is not obliged to, permit the ACP to access the Space to carry out the Storer's obligations and the Storer irrevocably authorises the Owner and the ACP to take this action.
25. If the Storer fails to remove all goods from the Space or the Facility on termination, the Owner is authorised to (in its discretion) sell or otherwise dispose of all goods by any means 14 days from the termination date, regardless of the nature or value of the goods. The Owner will give notice of the intended disposal.
26. Liability for outstanding money, property damage, environmental damage and legal responsibility under this agreement continues to run beyond the termination of this agreement.

NOTICE

27. 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 Owner must be actually received by the Owner to be valid.
28. If the Owner is not able to contact the Storer, notice is deemed to have been given to the Storer if the Owner has sent notice to the Storer's last notified address or via any other contact method, including by SMS or email to the Storer or the ACP.
29. 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

30. The Owner:
 - a. may collect information about the Storer, including the Storer's Personal Information (as defined in the Privacy Act 1993).
 - 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 Owner 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.
31. The Storer warrants that the Storer:
 - a. has the right to disclose information to the Owner about the ACP (including Personal Information) and that the Owner 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 30a.
32. The parties acknowledge and agree that the ACP may access and correct the information held by the Owner in the same manner the Storer may correct its Personal Information