



STORAGE:

1. The Customer
 - a) acknowledges that the only good and service Storage Options Ravenswood Ltd (**Storage Options**) is providing to the customer is a licence to use the space in an allocated unit to the Customer by Storage Options (**Space**) for the sole purpose of storing goods (**Goods**) for the storage period (**Storage Period**) set out in the application page of this agreement (**Application Page**);
 - b) is deemed to have knowledge of the Goods stored in the Space;
 - c) warrants that the Customer is the owner of the Goods in the Space, and/or is entitled at law to store and deal to them in accordance with all aspects of this agreement;
 - d) shall not obstruct the entrance to any other storage space on premises owned or occupied by Storage Options (Premises);
 - e) shall not smoke in the Space or any other part of the Premises; and
 - f) shall not create any nuisance to Storage Options or any other customer of Storage Options.
2. Storage Options does not and will not be deemed to have knowledge of the Goods.

FEES, COSTS AND EXPENSES:

3. The Customer must, upon signing this agreement, pay to Storage Options the bond required by Storage Options (**Bond**) and the key/swipe card deposit (**Key Deposit**). Storage Options is entitled to hold the Bond and the Key Deposit for the duration of the Storage Period. On expiry or earlier termination of the Storage Period, the Customer is entitled to refund of:
 - a) the Bond, provided that the Customer complies with this agreement; and
 - b) the Key Deposit, provided that the Customer returns the key and the swipe card on expiry or earlier termination.
4. The Customer is responsible to pay the storage fee on time:
 - a) a storage fee being the amount set out in the Application Page which is inclusive of GST, provided that Storage Options may give 28 days written notice to the Customer of an increase in the storage fee payable (Storage Fee). The Storage Fee is payable in advance to Storage Options nominated bank account and it is the Customer's responsibility to ensure that payment is made directly to Storage Options, on time, in full, throughout the Storage Period. Storage Options will not send an invoice to the Customer unless otherwise agreed in writing. Any change to the Storage Fee shall not take effect less than one month from any previous change to the Storage Fee;
 - b) for the repair of any damage to the Space, or any other part of the Premises, caused by any act or omission by the Customer;
 - c) a cleaning fee, payable on demand, being the reasonable costs incurred by Storage Options in cleaning the Space and/or removing rubbish if Storage Options determines at its sole discretion, that the Space required cleaning and/or the removal of rubbish at any time during the Storage Period or on expiry or earlier termination of this agreement;
 - d) interest on all moneys due and unpaid under this agreement calculated at the rate of 10% above the interest rate payable by Storage Options to its bankers for overdraft accommodation, on a daily basis from the due date for payment to the date payment is actually received; and
 - e) any costs (including legal costs on client/solicitor basis), damages or expenses incurred by Storage Options in enforcing this agreement in any way, including but not limited to debt collection.
5. Storage Options is entitled to claim a lien on any Goods in the Space to recover outstanding rental moneys more than 28 days overdue.

DEFAULT:

6. The Customer acknowledges that, in the event of the Storage Fee or any other money owing under this agreement, not being paid in full within (14) days of the date, Storage Options may claim a lien on any Goods then present in the Space. If the Customer's default continues for a further period of 14 days, Storage Options may, without prejudice to Storage Options' other remedies available under this agreement or at law, re-enter the Space without notice, by force or otherwise, thereby determining the Storage Period, and sell or dispose of any Goods in the Space on such terms that Storage Options may determine and retain any moneys owing to Storage Options from such sale or disposition. Any excess monies recovered by Storage Options on disposal will be returned to the Customer. In circumstances of default, Storage Options may at its election apply the Bond towards any moneys payable by the Customer as at the date of default.

ACCESS AND CONDITIONS:

7. The Customer:
 - a) has the right to access their Goods during access hours at the access points as notified by Storage Options from time to time;
 - b) must not store any Goods that are dangerous, hazardous, illegal, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
 - c) must not store any food in the Space unless the food is packaged appropriately in airtight containers and is not perishable or malodorous;
 - d) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
 - e) must not damage or alter the Space;
 - f) cannot assign this agreement;
 - g) must give notice to Storage Options in writing of the change of address of the Customer or the Alternative Contact Person specified on the Application Page of this agreement with 48 hours of any change;
 - h) grants Storage Options entitlement to discuss any default by the Customer with the Alternative Contact Person specified on the Application Page of this agreement; and
 - i) is solely responsible for the securing of the Space in a manner which is acceptable to Storage Options, and when entering or leaving the Premises will secure the external gates or doors of the Premises.
8. Storage Options will refuse access to the Space by the Customers where any money is owing by the Customer to Storage Options, whether or not a formal demand for payment of such money has been made.
9. The Customer must on expiry or earlier termination, remove all Goods from the Space and leave the Space in a clean condition and good stage of repair to the satisfaction of Storage Options.
10. No oral statements made by Storage Options or its employees shall form part of this agreement, and no failure or delay by Storage Options to exercise its rights under this agreement will operate to waive those rights.

INSPECTION AND ENTRY BY THE FACILITY OWNER:

11. The Customer acknowledges that Storage Options has the right to access the Space and may access the Space for any purpose, including the deposit or retrieval of Goods on the Customer's specific, general or implied instructions, in the event of an emergency (that is where property, the environment or human life is, (in the opinion of Storage Options, threatened) to allow inspection or seizure by relevant authorities, for the purpose of general inspection of the Space or the Goods, or any other purpose Storage Options believes necessary for the enforcement of this agreement or the operation of its storage facility.

NOTICE:

12. Notice must be given in writing and left at, or posted to, or emailed to, the address of the Customer or Storage Options. In relation to the giving of notice to Storage Options, notices must actually be received to be valid. In the event of not being able to contact the Customer, notice is deemed to have been given to the Customer by Storage Options if Storage Options serves that notice on the Alternative Contact Person specified on the Application Page of this agreement, or has sent notices to the last notified address of the Customer or Alternative Contact Person specified on the Application Page of this agreement. Further, the Customer and Storage Options agree that Storage Options may give notice of any sale in enforcement of the lien arising in relation to this agreement in a newspaper distributed throughout the country, and may include the Customer's name for this purpose.

TERMINATION:

13. Where the Customer remains in occupation of the Space after expiry of the Storage Period, the Customer shall do so on a monthly basis terminate by either party on one month's written notice to the other party (**Termination Notice**), and the provisions of this agreement shall continue to apply. The Customer is liable to pay Storage Options for the full month's rent following delivery or receipt of the Termination Notice. In the event of the Customer storing Goods in the Space that are in breach of clause 7b) of this agreement Storage Options may terminate the agreement with notice. Storage Options is entitled to retain a portion of the Bond if less than the requisite notice is given by the Customer.
14. The Customer's liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this agreement continues to run beyond the termination of this agreement.

RISK AND RESPONSIBILITY:

15. If the Customer is using the Space for the purposes of business storage then the guarantees and remedies in the Consumer Guarantees Act 1993 (**Act**) are excluded to the fullest extent possible.
16. The Customer acknowledges that:
 - a) **the Customer is solely responsible for insuring the Goods during the Storage Period;**
 - b) the Space is located within a self-storage facility;
 - c) the Space is not air conditioned or humidity controlled; and
 - d) the Customer bears the sole risk and responsibility for all lost, damage and deterioration of Goods including, but not limited to, all damage and deterioration arising from the delivery or removal of Goods and damage and deterioration of goods caused by vermin, dampness, mildew, flood, fire, water or spillage of any materials from any other space.

17. The Customer agrees to Indemnify and keep indemnified Storage Options from all claims for any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the Space by the Customer, its agents, employees or contractors, including the storage of Goods in the Space.

LIMITATION OF LIABILITY:

18. To the greatest extent permitted by law, Storage Options is not liable for any damage or deterioration of the Goods howsoever caused including as a result of Storage Options negligence or any consequential loss.
19. Where Storage Options is liable to the Customer for any damage or deterioration to the Goods, any damages, whether physical or economic loss, which Storage Options is liable to pay to the Customer (including damages for negligence or damages for consequential loss) are limited in all cases, other than cases of damages relating to the provision of services of a kind ordinarily acquired for personal, domestic or household use or consumption, to the lesser of:

- a) the further supply of storage equivalent to that undertaken by Storage Options as set out in this agreement; or
- b) the payment of the cost for further storage equivalent to that undertaken by Storage Options pursuant to this agreement.

20. The Customer specifically acknowledges that it is aware of the limitation of liability set out in the previous clause above that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on Storage Options' liability is a reasonable one.

AMENDMENTS:

21. Storage Options may change provisions of this agreement. Storage Options will tell the Customer about any changes at least one month before they come into effect. Any changes to this agreement proposed by the Customer must be in writing and signed by Storage Options.

DISPUTES:

22. The parties must make all reasonable endeavors, to settle any dispute in connection with this agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within 7 days of the date of a notice of dispute issued by either party, by a person appointed by the Chairperson of the Canterbury Westland branch of the New Zealand Law Society (or his or her nominee).