

## SELF STORAGE LICENCE AGREEMENT

Marsden Cove Self Storage Facility ("Storage Facility") situated at 8a Marsden Bay Drive, One Tree Point is owned and operated by Marsden Maritime Holdings Ltd, P O Box 196, Ruakaka 0151  
 Phone: 09 4325033 After Hours: 027 5992954

### 1 Provide Your Personal or Company Details Here

First Name:		Last Name:	
Company Name:		Date of Birth:     /     /	
Address:		Postal Code:	
Drivers Licence No:		Office Use: (Licence Sighted – Please Initial)	
Phone:		Mobile:	
Email:			

Anyone Else You Permit Access #1	Anyone Else You Permit Access #2

### 2 Alternative Contact Person

Name:	Phone:
Address:	

### 3 Please Help Us Improve Our Service

Type of goods stored:
How long will you store with us?
Why do you need storage? <i>(please tick)</i>
<input type="radio"/> Business <input type="radio"/> Moving House <input type="radio"/> Renovating House <input type="radio"/> Just Excess Stuff <input type="radio"/> Other
<i>If you selected "Other" please specify:</i>

### 4 Storage Charges (GST Inclusive Unless Specified)

Storage Fee	\$
Account Fee	\$
Administration Fee	\$
<b>TOTAL MONTHLY STORAGE CHARGE</b>	\$
Bond (No GST Content)	\$

**5 Storage Unit and Payment Details**

The Monthly Storage Charge for your Storage Unit is:		\$
Per Month Due on the <input type="text"/> Day of Each Month Payable in Advance by: AUTOMATIC PAYMENT <input type="radio"/> CASH <input type="radio"/> CHEQUE <input type="radio"/> ( <i>tick payment method</i> )		
Unit No:	Commencement Date:	

Signature:

Date:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, AND INITIAL EVERY PAGE. BY SIGNING THIS LICENCE AGREEMENT YOU WILL BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

Bank Details:  
Marsden Maritime Holdings Ltd  
BNZ Bank  
02-0108-0280710-01

# TERMS AND CONDITIONS OF LICENCE AGREEMENT FOR SELF-STORAGE UNITS

In these Terms and Conditions the "Owner" means Marsden Maritime Holdings Limited and the "Customer" means the individual or entity set out in 1 on the front page of this Licence Agreement.

## 1. STORAGE

### 1.1 The Customer:

- a. is deemed to have knowledge of the goods in the Unit;
- b. warrants that they are the owner of the goods in the Unit, and/or are entitled at law to deal with them in accordance with all aspects of this agreement;
- c. agrees that all time limits imposed on the Customer by this agreement must be complied with strictly
- d. acknowledges that this Licence Agreement does not grant the Customer a lease or any interest of the Unit.

### 1.2 The Owner (which term includes its directors, employees, and agents):

- a. does not provide any service other than the Unit;
- 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 Customer acknowledges that the Owner does not take possession of, or any responsibility for the goods.

## 2. COSTS & PAYMENT

2.1 The Customer must pay the Total Monthly Storage Charge recorded on the front page of this Licence Agreement on or before the Commencement Date with subsequent payments to be made monthly thereafter. It is the Customer'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 ordinarily provide an invoice for monthly fees.

2.2 The Customer may also be charged:

- a. an account fee, if the Customer asks the Owner to send out a monthly invoice
- b. a dishonoured payment fee, for any payments made by the Customer that are dishonoured;
- c. a late payment fee in respect of each and every payment that is late,
- d. for any damage to the Unit caused by the Customer;
- e. a cleaning charge, if the Unit, in the opinion of the Owner, requires cleaning on termination of this Licence Agreement;
- f. an after-hours access fee, if you have required the Owner to provide access to the Unit after hours being outside the hours specified by the Owner in accordance with clause 4.1(a);
- g. reasonable costs, charges and expenses (including solicitor/client costs) incurred by the Owner when these costs are associated with collecting or taking action to collect any monies owed by the Customer to the Owner or in enforcing the terms of this Licence Agreement.

2.3 The Customer acknowledges that the Owner may increase the Storage Fee or any other fees or charges payable under this Licence Agreement at any time by giving the Customer not less than one calendar month's written notice (including via email).

## 3. DEFAULT

3.1 If the Customer fails to pay any moneys owed to the Owner or to comply with any obligation under this Licence Agreement, time being of the essence, the Customer shall be deemed to have committed an act of default.

3.2 All goods in the Unit are subject to a general lien for all storage fees and any other amounts owing to the Owner by the Customer.

3.3 In the event of default by the Customer, the Owner may without prejudice to any of its other rights remedies or powers, exercise one or more of the following rights:

- a. deny the Customer access to the Unit (which may include replacing the Customer's padlock);
- b. terminate this Licence Agreement pursuant to clause 8.1;
- c. upon 10 calendar days' notice in writing to the Customer;
  - i. re-enter the Unit;
  - ii. remove the goods from the Unit and sell the goods by private arrangement or public auction to defray any unpaid moneys; and/or
  - iii. at the Owner's election take possession of and retain the goods to satisfy any obligation of the Customer under this Licence Agreement; and/or
  - iv. dispose of the goods in any other manner, whether for value or not, as the Owner sees fit.

3.4 From the date of default until the date the default is remedied, the Customer shall pay to the Owner, interest on all moneys outstanding and unpaid under this Licence Agreement at the rate of 20% per annum.

## 4. ACCESS TO AND CONDITIONS OF USE OF THE UNIT

### 4.1 The Customer:

- a. has the right to access the Unit only during the agreed hours as posted by the Owner;
- b. is solely responsible for the securing of the Unit in a manner which is acceptable to the Owner;
- c. must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that may create a risk to any property of any person. The storage of any type of food including but not limited to dried food or canned food and fertiliser is strictly forbidden;
- d. must not obstruct access to any other Unit;
- e. must not create any nuisance to the Owner or any other customer of the Owner;
- f. must not store goods valued at more than \$10,000 in the Unit unless approved in writing by the Owner;
- g. will use the Unit solely for the purpose of storage and must not carry on any business or other activity in the Unit;
- h. must maintain the Unit by ensuring it is clean and in state of good repair;
- i. must ensure the goods are dry, clean and free from vermin and food scraps when placed in the Unit;
- j. cannot assign this agreement;
- k. must notify the Owner in writing of any change of address of the Customer or the Alternate Contact Person ("ACP");
- l. grants the Owner the entitlement to discuss any default by the Customer with the ACP;
- m. must not physically alter or damage the Unit in any way (including the use of screws or nails) without obtaining the Owner's prior written consent;
- n. agrees to comply with all health and safety or other notices for the Facility.

### 4.2 The Owner:

- a. is entitled to charge the Customer for repair costs if the Customer or the Customer's goods cause any damage to the Unit or any other part of the Storage Facility.
- b. is entitled to charge the Customer a cleaning fee if the Unit is not maintained in a clean state.
- c. may refuse the Customer access to the Unit where any money is owing by the Customer to the Owner, whether or not a formal demand for payment has been made.
- d. reserves the right to relocate the Customer to another Unit for the proper management of the premises.

4.3 Any items left unattended in common areas or outside the Unit 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 Customer.

**5. RISK AND RESPONSIBILITY**

- 5.1 No failure or delay by the Owner to exercise its rights under this agreement will operate to reduce those rights.
- 5.2 If the Customer is using the Unit for the purposes of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 (“the Act”) are excluded.
- 5.3 If the Act applies the Customer acknowledges in accordance with clause 1.2 that the Owner is only providing a licence to use the Unit provided by the Owner for the sole purpose of storing goods there and that no other goods and services are provided by the Owner. In particular, no other warranties, undertakings or commitments are given or undertaken by the Owner whether in tort, contract or other legal principle.
- 5.4 The Customer:
  - a. acknowledges that the goods are stored at the Customer’s sole risk and responsibility in all respects.
  - b. acknowledges that the Owner does not insure the goods nor accepts any risk or responsibility in respect of the goods
  - c. acknowledges that the Owner is not responsible for any damage or loss caused by any act or omission of any other Customer or of the Owner.
  - d. acknowledges that the Unit is not air-conditioned or humidity controlled.
  - e. indemnifies the Owner against all claims for any loss or damage to the Customer’s goods and from all claims for loss, damage or injury that may result from the Customer’s use of the self-storage space, or in the event of default, any act by the Owner in relation to the goods.
- 5.5 The only person who can make deliveries and removals from the Unit is the Customer and persons allowed access identified on the front page of this Licence Agreement UNLESS the Customer gives additional instructions to the Owner.
- 5.6 Unless specifically covered by insurance, the Customer must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value.
- 5.7 Smoking within the Facility is strictly prohibited and offenders will face immediate eviction.
- 5.8 Animals are not permitted within the Facility.
- 5.9 Any children entering the Facility must be supervised and accompanied by an adult at all times.

**6. COMPLIANCE WITH LAWS**

- 6.1 The Customer acknowledges and agrees to comply with all relevant laws, applicable to the use of the Unit and the land on which the Storage Facility is located. This includes laws relating to the material which is stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Customer, and includes all costs resulting from such breach.
- 6.2 If the Owner believes at any time in its discretion that the Customer is not complying with any law the Owner may take any action the Owner believes to be necessary to so comply, including inspection and termination under clauses 7 and 8. The Owner may also immediately dispose of or remove the goods at the Customer’s expense, and submit the goods to the relevant authorities.

**7. INSPECTION AND ENTRY BY THE OWNER**

- 7.1 Subject to clause 7.2 the Customer consents to inspection and entry of the Unit by the Owner on 5 days written notice.
- 7.2 In the event of an emergency, that is, where the Owner believes that laws are being broken, or where property, the environment or human life is, in the opinion of the Owner, threatened, the Owner may enter the Unit using all necessary force without the written consent of the Customer. The Owner will notify the Customer as soon as practicable. The Customer irrevocably consents to such entry.

**8. TERMINATION**

- 8.1. Either party may terminate this Licence Agreement by giving the other party not less than 10 days written notice, or, in the event of the Owner not being able to contact the Customer, the ACP identified on the front of this Licence Agreement.
- 8.2 In the event of illegal or environmentally harmful activities on the part of the Customer the Owner may terminate this Licence Agreement without notice.
- 8.3 The Customer acknowledges that the Owner may use CCTV to view inside the Storage Facility and that the Owner may use such CCTV footage as evidence of a breach of this Licence Agreement.
- 8.3 The Owner is entitled to retain the Bond or a portion of the Bond, if the required notice is not given by the Customer.
- 8.4 Upon termination the Customer must remove all goods in the Unit and leave the Unit in a clean condition and in a good state of repair to the satisfaction of the Owner on the date specified. The Customer must pay any outstanding moneys and any expenses on default or other moneys owed to the Owner up to the date of termination, or clause 3.3 will apply. Any calculation of the outstanding fees will be by the Owner and such calculation will be final.
- 8.5 If the Owner enters the Unit under clause 3.3 and there are no goods stored there, the Owner may terminate this Licence Agreement immediately, but the Owner will send written notice to the Customer within 7 days of termination of this Licence Agreement.

**9. NOTICES**

- 9.1 Notices must be made in writing to the contact details set out on the front of this Licence Agreement. Notices given by the Customer to the Owner must be actually received by the Owner to be valid.
- 9.2 If the Owner is not able to contact the Customer, notice is deemed to have been given to the Customer if the Owner has sent notice to the Customer’s last notified address or via any other contact method, including by SMS or email to the Customer or the ACP identified on the front of this Licence Agreement.

**10. WHOLE CONTRACT**

- 10.1 This Licence Agreement represents the entire terms of contract between the parties and supersedes all prior oral and written representations agreements or understandings. No statements or representations by the Owner or any employee or agent of the Owner other than those expressly recorded in this Licence Agreement shall form part of this Licence Agreement or create an obligation for the Owner.

**11. PRIVACY**

- 11.1 The Owner:
  - a. may collect information about the Customer, including the Customer’s Personal Information (as defined in the Privacy Act 1993).
  - b. may disclose or search for any information about the Customer, including the Customer’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 Customer’s financial affairs, debt collection services or credit reporting agencies, the ACP, agents for any of the above.
- 11.2 The Customer:
  - a. warrants that it 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 Customer;
  - b. warrants that it has informed the ACP that the Customer has made the disclosures referred to in clause 11.2(a).
- 11.3 The parties acknowledge and agree that the ACP may access and correct the information held by the Owner in the same manner the Customer may correct its Personal Information.

**12. HEALTH AND SAFETY**

- 12.1 The Customer shall comply with the Health and Safety at Work Act 2015 (Act) and all policies and requirements of the Owner as notified to the Customer from time to time.
- 12.2 The Customer shall take all steps reasonably practicable to ensure that any person in the Unit or the Storage Facility is not harmed by any hazard arising in the Unit or on the Storage Facility.
- 12.3 The Customer shall notify the Owner as soon as practicable of any such hazards identified by the Customer, its employees, agents, contractors or invitees.