



30 King Edward Street  
Motueka 7120  
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## LICENCE AGREEMENT TERMS AND CONDITIONS

We/the Owners, grant you The Storer, a license to occupy/use storage unit number \_\_\_\_\_ in our storage facility at 30 King Edward Street, Motueka - upon the terms set out in this agreement between the two parties

1. \_\_\_\_\_ “The Owners”  
(Motueka Secure Storage Limited)

2. \_\_\_\_\_ “The Storer”

i. We acknowledge that the only service that The Owners (Motueka Secure Storage Limited) are providing to the storer is a license to use space for the sole purpose of storing goods, that no other services are provided or responsibilities taken by the owners. ii. No bailment or deposit of goods for safekeeping is intended or created under this agreement. iii. This agreement is not a lease or tenancy.

### 2. Use of Storage Units

i. The Storer may only use the storage unit to store your personal property that is NOT: alive, dangerous, a hazardous substance, illegal, stolen, flammable, explosive, environmentally harmful, perishable or a risk to our storage facility, or the property of any other person using our storage facility ii You must not use the storage unit for any unlawful purpose, and you must own the property or goods stored in the storage unit. iii. You must not conduct or carry on any activity, or business from the Storage Unit or our Storage Facility. iv. You warrant that you own everything stored in the Storage Unit and that they are free of any chattel security, other security interest or encumbrance, except for these items notified to us in writing.

### 3. Access Storage Facility and Storage Unit

i. The Storer may access our Storage Facility and Storage Unit during the published operating hours. ii. The Owner’s will give you a personal gate access code for the purpose of entering our Storage Facility during these operating hours. Please contact us if you forget your gate access code and we will provide you with a new access code. iii. If you owe us any money we may restrict your access to our Storage Facility and Storage Unit until you have paid us all amounts owing. iv. The owner’s reserve the right to allocate you another storage unit to facilitate the proper management of our storage facility.

### 4. Your responsibilities: The Storer

i. The Storer is solely responsible for securing the unit with a padlock attached through the unit handles, and when entering or leaving will ensure the external gates of the premises are closed. ii. You must keep your gate access code safe and secure. iii. You must keep the Storage Unit clean and free of litter, ensure that anything stored in the Storage Unit is dry, clean and free from vermin or food scrapes iv. You must not damage or alter the Storage Unit in any way, including the use of tools, screws or nails without the prior written consent of the owners. v. You cannot assign this agreement to anyone else vi. You must make all deliveries or removals in person unless the Storer gives personal or telephone instruction to the Owners vii. You must notify us in writing of any change to your address or contact details/person viii. You must comply with all relevant laws applicable to the use of the Storage Unit or anything in the storage unit.

**This is A NO SMOKING zone.**

## 5. Risk and Insurance

i. any goods, or anything else stored in the storage Unit is stored at The Storer's risk. The Storer is responsible for arranging insurance cover against theft, fire, water damage and any other risk that may result in loss or for damage to anything stored in the Storage Unit. ii The Owner's have no responsibility or liability for any loss or deterioration of, damage to, anything stored in the Storage Unit, including by water, fire, theft, pest, vermin or an act or omission by us or anyone else. iii. The Storer agrees to indemnify the Owner from all claims in contract, tort or otherwise for any loss or damage to the property of, or personal injury to: A) third parties and or B) the true owner of goods stored in the space resulting from or incidental to the use of the space by the Storer.

## 6 Charges and Payments

i. The Storer must pay the Storage Hire for the Storage Unit one month in advance, by the due date, without deduction. ii. You must pay a bond which is refunded at the end of the term, providing no cleaning or repairs are needed to the unit iii We will not send you a monthly invoice unless you ask us to iv You may also be charged: -An account fee if you ask us to send you a monthly invoice -A dishonour fee for any payments made by you that are dishonoured -A late payment fee, for every day late payment of the storage hire is overdue -For any damage to the storage unit caused by you -for cleaning if the storage unit requires cleaning upon termination -After hours access fee if you require us to provide access to the storage unit after hours -Reasonable costs associated with collecting any money you owe us v The Owner's may increase storage hire or other fees under this agreement at any time by giving your not less than one months notice in writing.

## 7 Failure to Pay

i. If you fail to pay the Storage Hire within 5 days of its due date, and for every 5 days thereafter it remains outstanding we may charge a late fee of \$10.00. ii You will be sent a failure to pay notice informing you of our intention to change the padlock and restrict your access to our facility until you have paid the amount owing in full. If after 14 days your account has not been paid in full, the owner may enter the storage unit, retain the deposit and take possession and sell or dispose of any goods in the space by auction, failing which, as the owner sees fit. The Owner may also require payment of all recovery costs. Any excess money recovered by the owner after disposal will be returned to the Storer minus costs.

## 8 Our Rights

If anything you have stored in the Storage Unit, in our opinion, threatens life, or property we may break open the storage unit and take any action we deem appropriate in our absolute discretion. Where practicable we will try to contact you to give you the opportunity to grant access. We will notify you ASAP.

## 9 Ending the Agreement

i Either party may terminate this agreement by giving the other party written notice, within 5 working days. In the event of the Owner not being able to contact the Storer, the alternative contact person nominated in this agreement will be notified. ii In the event of illegal or environmentally harmful activities on the part of the Storer the Owner may terminate the agreement without notice. iii On ending this agreement you must remove everything stored in the storage unit and leave the unit in a clean and tidy condition, in good state of repair, to the satisfaction of the owner's having paid all money owing. Unless clause 7 ii applies iv Storage Hire is payable up to and including date you leave the storage unit, and will be deducted from any storage hire you have paid in advance. We will return any excess and the bond within 14 days of your leaving the storage unit in a clean and tidy condition.

This agreement records the entire agreement between you and us in relation to Storage Units at our facility. All changes to this agreement must be in writing and signed by us.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_ (The Owner)

Signed: \_\_\_\_\_ (The Storer)