

Masterton Self-Storage Limited (Licensor) (MSSL)

Cash Or Online Deposit Paid \$

Trading As – Masterton Self-Storage

(0808)

On

Licence Agreement To Use A Self-Storage Lockup (SLS/Unit), Office Room (OR) External Hard-Stand (EHS), Covered External Hard-Stand (CHS/Unit), or Shipping Container (SC/Unit) #:

STORER'S NAME: _____ (storer, you/r, they, customer, or Licensee)

1) CELL PH#: _____ 2) CELL PH#: _____

EMAIL ADDRESS: _____

DRIVER'S LICENCE AS A PERSONAL IDENTIFICATION - photocopy or photo from phone

REFERRED BY: _____ CELL PH#: _____

EC NAME: _____ CELL PH#: _____

Emergency Contact (EC): The storer gives the EC permission to access the storage lockup/s and remove part or all the content in the event the storer suffers an accident, injury, illness, or death –Driver Licence identification is required as a minimum. You also give MSSL permission to phone and or text the EC in the event you do not respond to MSSL's text messages to you.

All of the above are your 'Contact Details'. Note: The storer (you) must always and is responsible for notifying MSSL of any changes to your Contact Details, or if they vary in any way to that supplied above. You agree to do this by e-mail to info@storagemasterton.nz within seven (7) days of any change. All below are the terms and conditions of this Licence Agreement.

This document is a Licence Agreement (LA) for the storer to use a cubical/space (an individual area as referred here) for self-storage (storage) of personal or business property or items or vehicles (stuff) as described here. MSSL advertises storage units for use but the storer accepts that they are being issued a Licence to use part of a building or courtyard for their storage requirements. MSSL is in the business of issuing Licences to storers for their storage requirements as per the terms and conditions of this Licence and not in the business of storing the storer's property/stuff. What the storer uses a unit or space for is none of MSSL's business so long as the use is lawful and complies with the terms and conditions of this LA.

Conditions of the Licence (all expenses/fees include including GST unless specifically stated otherwise):

1. This LA is for the use of lockup (unit) # _____ . UHS or CHS Rego# _____
2. The approximate size of unit # _____ is _____ m²/m³ (plus or minus 5m²/5m³).
3. The storer confirms that they intend to use unit # _____ for storing _____ only.
4. The physical address of this facility and unit # _____ is 291, High Street, Masterton 5810.
5. The storer confirms that they have viewed storage # _____ [and the security swipe-card] prior to taking possession [and that it/they are **undamaged**] and [they are] fit for their intended use and not in need of repair (door jambs) [or replacement in the case of the card/s] - _____.
6. The LA Start Date is: _____. If 29th to 31st default to 28th day of month.
7. Need a padlock? Yes or No (Y / N) - #: _____ - Date and time of swipe-card: _____
8. Self-Storage Licence Fees (LF/fees): Swipe-card taken #: _____ Y / N, - 24/7 access? Y / N.
Your self-storage fees are paid weekly on a Casual Rate (CR) or a Usual Rate (UR) but calculated monthly:
 - a. Weekly LF for the 1st unit # _____ (CR) \$ _____ (UR) \$ _____
 - b. Weekly LF for _____ (CR) \$ _____ (UR) \$ _____
 - c. Weekly LF for _____ (CR) \$ _____ (UR) \$ _____
 - d. Weekly total: (CR) \$ _____ (UR) \$ _____
 - i. Multiple Lockups Licenced: If a storer has more than one lockup and vacates one or more lockups then fees will immediately default back to the UR fee rate. PP rates only apply if fees are paid in full and on time or before the commencement of your new/next term – otherwise URs apply. URs are also subject to fee increases as per clause (CI) 15.
- e. The LF for Unit # _____ is calculated on a weekly (per week – pw) basis for the sum of \$ _____ including GST. But the Licence fee is calculated by the month because storage fees are usually paid monthly. The monthly storage fee is calculated as follows: \$ _____ pw x 52 weeks (one year) = \$ _____ ÷ 12 (months per year) = \$ _____ storage fee per month. Note: A 2% bank charge is added to credit card transactions – zero for eftpos or debit.
- f. Comments:

- g. Do you require Tax Invoices? **Yes/No** issued via email. Business related tax invoices are included and usually issued monthly or when the storer vacates, whichever is sooner. However, any storer that is issued an invoice/s for overdue (OD) storage fees or other incurred expenses agrees to pay a processing charge – refer Clause (Cl/s) 56/Expenses Rates. The storer agrees that fees will be paid on or before the due date and that invoices are not issued as a reminder of fee payments. To avoid your LA expiring what day-of-the-month should invoices be issued _____
- h. How will you pay your Licence fees and expenses – **internet banking/ credit card [+2.8%], eftpos card, debit card, or cash (circle)** which are always paid in advance? The storer agrees that if their payment method requires bank charges, expenses, or fees these additional expenses will be added. Where we are holding your credit-card details we reserve the right to deduct our fees from that account. **SMS payment reminder; YES**
- i. The storer agrees to pay their fees in full on or before each term commences...regardless of whether an invoice is issued on time or not.
- j. MSSL banking details are **Westpac Banking Corporation – 030687-0445873-00 - Include Name On Agreement + Unit # As Ref.**
- k. GST#: 095-252-281 (for Masterton Storage & Lock-ups Limited – T/A: Masterton Self-Storage or A1 Self-Storage, Masterton).
- l. All quantum amounts for storage units quoted are in New Zealand dollars and include Goods and Services Tax (incl GST).
9. The 'Term' of a unit's LA is per week/s, per month, per 3, 6, 9 or 12 months (or as specified in cl 8 'f') and expires at the end of each and every term. You can change your LA 'term' at any time, but you should first notify MSSL. Fees are always paid in advance of the first or any term. Paying fees on or before the due date automatically renews your LA based on the most current LA – a copy of the most current LA is available at the website; <https://storagemasterton.nz/blog/> - no need to sign a new LA. You accept you are still liable for 'term' LF until swipe-card/s issued to you is returned. MSSL, at its sole discretion, reserves the right not to reissue or renew the storer's LA after your current 'term' expires. In this instance you will be issued a notice to vacate in writing either by text or email or both. You accept there are no part 'terms' i.e., part-weeks, or part-months.
10. You must padlock your unit/s. If you do not, you give MSSL permission to do this and charge you \$25.00 per padlock plus a one-off \$20 + GST admin fee (or deduct the same from your bond). If you lose the padlock key, regardless of whether the padlock is yours or ours, and the padlock needs to be cut off, it must be cut with bolt cutters and not with a tool that creates sparks – like a grinder.
11. **Minimum Term:** The minimum Licence Term and therefore fees is equal to one (1) month (the first month) – this applies even if storage is needed for less than one month. After the first month the storer can alter their term and fee payments as required including weekly, fortnightly or...whatever.
12. **Long-Term CR Discount Options And Offers – 3-Months, 6-Months, 9-Months, And 12-Months, Or Free Accessories (circle chosen options):**
- a) Pay for a _____ month term in advance and get _____ weeks/months free. **Yes/No?** This option is totally risk-free because if your circumstances change and you need to vacate before the end of your term you are simply refunded (by the full month only, and as per clause 16 below) those month/s you did not use – all that happens is you lose your discount. Also, remember, the 'free week/s' or 'month/s' are always the last 'free week/s' or 'month/s' of your term which means there will be no refund for the last 'free week/s' or 'month/s' because it was free. Or
- b) **Free Accessories:** Get free accessories of your choice (based on accessories held in stock at MSSL) to the value of one week for a 3-month term, ½ a month for a 6-month term, one month for a 9-month term, and one and ½ month for a 12-month term. Value = \$ _____
- c) Conditions for 'a' and 'b'; long term discounts (or other 'offer' free month or accessories) cannot be used in addition to other MSSL promotions, specials and offers. Also, the free week/month or accessories cannot be transferrable or refundable for cash.
- d) Discounts for 'a' and 'b' above are conditional on and only redeemable if all fees paid in full on or before the commencement of the 'term'.
13. A 24-hour x 7-days a week (24/7) security alarm monitoring system? **Yes Included/No.** If you opt for 'Yes' you should note that entering your unit or area without it disarmed or disarming it first will activate the alarm and a security guard (guard) will usually attend. In this instance the storer agrees to pay for all security (false alarm) monitoring and guard company expenses plus MSSL expenses in the event of an/any alarm (either accidentally or intentionally) activation. This will be invoiced separately (as per Cls 8 'h' and 55 'Expenses Rates') plus the guard attendance expenses from \$90.00 + GST per callout attendance. Payments must be made within 7 days of invoice date or MSSL can deduct expenses from the bond if a bond is paid. The storer should note that in the event of false-alarm activations, a guard will almost always attend – regardless of time of day or night. This is because once the alarm is set off the swipe-card no longer works until the system re-sets. If the alarm activates while you are at the facility, regardless of reason, you must attempt to phone (daylight hours only) MSSL because by doing so MSSL may be able to prevent the guard attending (because we are not available or on call 24/7, we do not guarantee we will be able to answer the phone to stop the guard attending but you must do it – **DO NOT SEND A TEXT or SMS**). Warning: even empty units can be armed (but not padlocked) – therefore do not open the door to them if they are not yours. Note: if you are using this facility and damage or lose the 'swipe-card/s' you agree to pay for the replacement as follows: \$100.00 for 1, \$190.00 for 2, \$240.00 for 3, \$280.00 for 4, and \$320.00 for 5. If the storer gives their swipe-card/s to a third party to return to MSSL and they lose it the storer takes full responsibility for it/them. The storer also accepts that monitored security alarm systems do not 100% guarantee that there will not be a successful break-in, burglary, or theft of your property. And although systems like this do fail, they are the next best thing to having a guard on location 24 hours a day and 7 days a week. MSSL will not be liable for any successful break-in, burglary, or theft of the storer's property or fire damage (even in the unlikely event that we forget to turn the alarm on before leaving for the night or the system fails to activate).
14. **Electricity:** Do you need electricity for a fridge or freezer etc? **YES/NO.** Daily charges apply. All appliances must be well ventilated and storers must provide their own extension leads.
15. Because the LA is typically on a set term (Cl 9) basis MSSL may review and adjust the LA, including fees, at the end of each or any term or annually, whichever is sooner, giving 7-days' written notice. Fees can increase based on availability & demand of lockups and can be backdated to the start of the new term or annual period at the sole discretion of MSSL. Annual or start-of-new-term increases missed can also be applied and or backdated.
16. The storer agrees to pay a \$200.00 for 1, \$300.00 for 2, \$400.00 for 3, \$500.00 for 4, and \$600.00 for 5 refundable bond/deposit as part of this LA (**Yes / No as no swipe card (SC) issued or received**). 'Yes', means the storer has access 7-days-a-week from 6am in the morning to 6pm at night. The storer must specifically request in writing if they want 24/7 access. This bond and any other refund will be refunded within one calendar month after MSSL receives your full New Zealand (only) bank account deposit details, and after the expiry of the Licence providing there is no damage to the building/unit/s (caused by the storer or their assistants or professional movers employed by the storer – the storer is fully liable for all repairs expenses incurred by MSSL), the unit is completely cleaned out, there are no outstanding accounts or storage fees, the storage term has been completed (i.e. weekly, monthly, 6 monthly or per year) and all keys, padlocks and or security 'swipe-card/s' have been returned, undamaged. Repairs, cleaning, removing of rubbish from vacated units, cartage and tip fees will be invoiced as per Cls 8 'h' and 'Expenses Rates'. Expenses claimed against the bond will not be calculated until the storer has vacated their unit and all other conditions are met. Being issued a SC a privilege not a right.
- a. If MSSL discovers or believes the storer has breached any of the terms and conditions of this LA, then at MSSL's sole discretion it can deactivate any issued swipe-card/s without notice. Subject to Cl 16, once the storer has returned their swipe-card/s their bond will be refunded.
17. **Booking A Lockup/s Storage-Fee Free For Up To Two (2) weeks:** (Cl 17 is at MSSL's sole discretion to offer) The storer can book a lockup/s but it is not secured until at least a booking deposit is paid (as determined solely by MSSL) or the first term's fees are paid in full. By paying any LA fees the storer acknowledges they have read, understood, and therefore accept all terms and conditions in this LA even if they have not signed it off. If the storer decides to cancel this LA between date on page 4 & referred in Cl 76 (below) & the 'Start Date' (Cl 6 above) the storer agrees they forfeit their booking deposit (or pay a sum equal to one month's term) which will be deducted from their booking deposit before any balance is refunded. If the storer books 2 or more lockups but uses less, you still incur fees for all lockups booked for the first term. Finally, between the time of booking to 'Starting Date' MSSL reserve the right to place you in another lockup of the same size (or larger) to the lockup you booked for the same money. You can use your lockup before the 'start date' in Cl 6 above but if you do your new 'start date' will be adjusted correspondingly. **YES/NO.**
18. The storer also agrees that the bond/deposit cannot be used to pay Licence fees.
19. _____ month/s term self-storage fees for the unit/s, being \$ _____, is always payable in advance. Storage fees must be paid as per payment method you nominated in Cl 8 'i' above as per Licence 'term' in Cl 9 above. For OD fees in arrears refer Cl 27 below. If you vacate your lockup part-way through your chosen term (except Cl 12 'a' and 'b') you will not be entitled to or receive a part-term refund (except Cl 12 'a').
20. The bond/deposit and other expenses are always paid before storage fees. I.e., for the benefit of doubt the deposit/bond or other agreed expenses are paid first and then (in the case of Cl 17, the first term's storage fee starts from the 'start date' in Cl 6) storage fees are paid second/after that.
21. The bond and the first _____ LF together (plus accessories @ \$ _____) is: NZD\$ _____ incl GST.
22. Your licence's first term expires on _____. Therefore, licence term renewal fee payments are due on or before the same day of each calendar month (or each _____) even if an invoice is not requested, issued, or received by the 'renewal date'. You can change your licence term if you wish - Cl 9. To change your 'term' you must first notify MSSL by SMS or email.

23. If incorrect dates are entered accidentally, when extending a storage term, an adjustment/calculation will be taken from the Start Date: Cl 6.
24. If your storage fees go into arrears, or you fail to adjust your storage fees when notified (Cl 15), or if you fail to return a signed agreement, each time MSSL sends or receives a phone call, email, posted letter or text (SMS) message as a reminder or discussion regarding one of these events, you agree that MSSL can deduct \$30.00 + GST from any refund owing. Or if you did not pay a bond or booking deposit MSSL may elect to forward an expenses invoice which can be issued at any time and must be paid by the due date noted to recover costs – refer Cl 8 'h' and 56 'Expenses Rates'. And/or we can deny you access to your unit (by whichever method we at our sole discretion choose) until you pay all arrears in full. And/or you agree your 'weekly fee' rate will increase to the UR as per Cl 8 'a' through 8 'e'.
25. Additional charges & penalties can be deducted from the bond/booking deposit or invoiced separately – refer Cl 8 'h' and 'Expenses Rates Cl 56'.
26. The storer is liable for paying the storage fees in full on or before the expiry date of your current term once this agreement is signed. After signing this LA, you have 24 hours to make the first fee and or bond payment. Failing to do so will mean at MSSL's sole discretion MSSL can terminate this LA without notice to the storer.
27. Unpaid LF or LF In Arrears/OD: There are usually four (4) reasons storer has not or don't pay their fees; 1) Storer forgets to pay and forgot to set up and auto payment through their bank. 2) Storer is experiencing temporary financial difficulty. 3) The Storer thinks they can get away without paying and deliberately ignores communication efforts from MSSL to pay. 4) The storer no longer wants their stuff and don't want to pay more fees and therefore have abandoned it. MSSL will now discuss each of the 4 reasons and, without limiting our other rights and remedies available under this LA or at law, our remedy Action Plan is:
- Cl 27 – Reason 1; When fees are one (1) or more days in arrears and past the LA term expiry date, as a first step the storer will receive a text/SMS reminder asking if payment has been overlooked and forgotten and can they check their bank and payment records. A follow-up text might be issued on the 2nd day if no response.
 - Cl 27 – Reason 2; If the storer is experiencing temporary financial difficulty they must, before their LA term expires, communicate with MSSL to discuss payment options. MSSL will do what it can to assist but insists the storer must first speak with their bank or speak with a government agency like Work & Income (WINZ). MSSL is registered with WINZ and can provide a quote for you to take to WINZ which you agree to do within 2 days from the date on the quote.
 - Cl 27 – Reason 3; When fees are five (5) or more days in arrears past the LA term expiry date the storer will receive a third text message that typically gives the storer 3 options; 1) pay all fees in arrears by 10am the next business day. 2) As the storer's Licence term has now expired and your stuff is trespassing you will be given two (2) business days to completely remove all your stuff from the facility (refer Cl 4 of this LA). 3) If you do not pay fees in arrears in full (option 1 of Cl 27'c') or do not remove your stuff out (option 2 of Cl 27'c'), then you agree that without further notice (this will be your Final Notice) to you MSSL can give all of your stuff in storage to a charity of MSSL's choice. You indemnify MSSL and its staff of any loss or harm you suffer in the event your stuff is given to charity. MSSL will also attempt to notify your Emergency Contact of its intentions however if that person cannot or will not respond to MSSL within 2 days then a charity will be invited to remove all of your stuff. Note; when fees are five (5) or more days in arrears the UR is automatically applied and backdated to Start Date – refer clause 6 above.
 - Cl 27 – Reason 4: When fees are 10 (ten) or more days past the LA term expiry date and if after 10 days you still do not respond to MSSL's text or email correspondence when MSSL uses your most current contact details as you have supplied us then you agree you have abandoned the stuff you have put into storage and therefore you give MSSL permission to give your stuff to charity, dispose of your stuff, or sell your stuff and give the proceeds of that sale to charity (less any expenses incurred in selling your stuff). You indemnify MSSL and its staff of any loss or harm you suffer in the event your stuff is given to charity.
- e. Additional terms and conditions for OD fees and expenses:
- Only by paying fees in full on or before the end of your LA term (Cl 9) confirms your LA is renewed. After the expiry date your stuff is trespassing.
 - If fees are more than one (1) day over-term and you have provided credit-card details, you give MSSL permission to collect payment using our eftpos terminal.
 - Once your LA term has expired or your fees are in arrears by five (5) days (i.e., on/from the fifth day) or more your swipe-card will automatically deactivate preventing access. You agree to pay all outstanding fees and expenses in full before MSSL reactivates your swipe-card. If you force entry, you will set the alarm off and a security guard and maybe the police too, will attend. You accept all costs and expenses associated with debt collection and forced entry.
 - Once your LA has expired, at MSSL's sole discretion, the storer LA can be terminated or cancelled and you may be issued with a trespass notice (notice is initially issued by SMS/text or registered post) denying you access to 291 High Street, Masterton until all outstanding fees and expenses owing are paid in full.
 - MSSL, at its sole discretion, can extend any of the above dates, without notice to the storer. However, all expenses still apply, which exclude GST.
 - MSSL has offered the storer the reduced CR rate recorded in Cl 8 on the sole condition the storer pays fees owing in full on or before the expiry of each LA term. If the storer's fees/invoices go into arrears by part or all the amount in arrears, the storer agrees to the following: 1) To pay all administration and debt recovery expenses calculated as per Cl 56. 2) The CR weekly rate will change to the UR weekly rate (subject to change as per Cl 15) as recorded in Cl 8, which is backdated to the Start Date as recorded in Cl 6 of this LA. 3) Facility access will be denied until all outstanding fees/expenses are paid in full.
 - Any Disputes Tribunal claim either side brings against the other side shall be heard in the Masterton District Court.
 - By signing this LA, you are confirming that you own 100%, without debt or money owing, all items stored/to be stored in your unit/s.
- 27A Lien: All stuff is subject to a general lien for fees and any other amounts owing to MSSL under this LA. If any amounts are not paid on the due date in accordance with this LA, MSSL may take possession of any of your stuff and may sell or dispose of the stuff, including in accordance with any action plan set out in Cl 27.
28. The storer agrees their liabilities have not ended or do not end until the unit/hardstand is empty, all outstanding fees and expenses are paid in full, and the swipe-card/s (card) is returned to MSSL. To that end, if you have a card, when you have finished and cleaned out your unit/s, you can either drop the card in the drop-box at the EXIT GATE or take it to the office. However, before dropping the card off or each time you visit and leave the facility you must make sure all doors are shut, all roller doors are shut, and the building is secure and locked before walking away. You must notify MSSL the card has been dropped off to avoid additional storage fees.
29. The Storer accept they are personally liable for any damage they cause (including any person helping or furniture-removal firm they employ) to any part of the facility or self-storage lock-up. The Storer accept they are also personally liable for any damage caused by any person/s having access to the facility because they got hold of or you issued them your card. The storer is responsible to notify MSSL of any damage to the unit **before** they use it otherwise it is accepted the storer caused the damage.
30. MSSL is committed to providing advice and a facility that is fit for purpose for the storer to use – it is a work in progress. However, the storer agrees they are solely responsible for any loss or damage to their property/stuff caused by fire, dust, smoke, earthquake, vermin, birds, insects (VBI) (MSSL lays bait for vermin and bombs for insects), water, burglary or other damaged caused in any way. With all 3-month Terms or longer the storer should wrap, box, or use drop-sheets to protect their stuff against dust.
31. On termination of the LA the Storer will ensure that the unit/s is left clean and tidy with all items and rubbish removed and any damaged caused to the unit/s or building/s, including to the floors, walls, or ceilings, is either cleaned, repaired, or reported to MSSL. Further to any cost incurred by MSSL of the clean-up; if the unit is not left clean, tidy, and undamaged MSSL cannot immediately Licence it to a new/another storer. Therefore, the storer agrees to pay an extra week's storage fee post vacating as a minimum (but until reinstated) to allow MSSL to prepare the unit/s for display and reuse/relicensing.
32. If you must open a roller door to access a common area and your unit you are responsible for securing it properly when you vacate or finish each visit.
33. The Storer will not interfere in any way with the property/stuff of another storer and will not in any way obstruct access to any other lockup or in any way interfere with or obstruct the use of any other storer's lockup or hardstand area. Also, storer's must not park-in, block, or obstruct driveways and or Exits ways.
34. The Storer will not leave property/stuff outside their unit as an overflow area other than with prior written approval for which an additional fee will be charged. Occasional use of the areas outside the unit for rearranging, removal or cleaning is permitted but should this become a regular occurrence prior approval will be required for which an additional fee may be required.
35. Any damage to the facility or units must be reported immediately to the MSSL and if necessary, steps taken by the storer to ensure the security of the property.
36. The storer should note that although the floor has an approved vapour and moisture barrier under the concrete there could still be some dampness. Our advice is; if you store anything that could be affected by dampness, either keep it up off the floor or lay it on plastic.
37. The storer is responsible for all their own goods, machinery, vehicles, plant, and equipment (stuff) stored at/in this facility. The entire storer's property is stored at the storer's own risk and, to the extent permitted by New Zealand laws, MSSL excludes any of its liability howsoever arising (whether in contract, tort (including negligence), breach of statutory duty or otherwise) in relation to the storer's stuff. The storer indemnifies MSSL for any loss or damage to any stored items or property at 291 High St, Masterton - Lots 2 and 3, DP: 6706.
38. For the storer's protection, the storer should take out appropriate insurance cover. MSSL strongly advises the storer to notify their insurer (in writing) that their property/stuff is in self-storage and its whereabouts if the storer has a current and appropriate insurance policy. The storer agrees MSSL is not liable if property stored at this facility is stolen or damaged or destroyed by such things/events like, but not limited to, fire, flood, water, storm, or earthquake. The parties agree that MSSL is not a bailee of the storer's stuff and, should any competent New Zealand authority determine that MSSL is a bailee, the exclusion of liability in clause 37 applies to any liability arising out of any bailment relationship.
39. It is a fundamental element of operation of the self-storage facility that MSSL does not take care, custody or control of goods stored except as set out in Cl 27 and Cl 27A.
40. The storer cannot under any circumstances use their lockup as a workshop and cannot store goods that can ignite or fuel a fire: The storer cannot store hazardous goods or chemicals, (including LPG gas bottles, liquefied fossil-fuel containers, oil-based paints or varnish or paint thinners or strippers or fertilizer product etc) carry any work that creates heat (hot work – like, but not restricted to welding), any spray-painting, any woodworking or other manufacturing process that may involve heat/create explosive dust. (The storer can have/store purpose-built fuel cells contained within a vehicle or machinery only).
41. Hazardous Substances and New Organisms Act 1996 (HASNO), Health and Safety at Work (Hazardous Substances) Regulations 2017 and/or the Fire and Emergency New Zealand (Fire Safety, Evacuation Procedures, and Evacuation Schemes) Regulations 2018. The storer cannot store hazardous or dangerous substances and new organisms as referred in the above mentioned HASNO and Regulations. It is the sole responsibility of the storer to make sure they understand and comply with all legal requirements and licenses. Copies of the above HASNO and the Regulations are available free of charge from <http://www.legislation.govt.nz>.
42. Dangerous, hazardous, combustible, or inflammable goods cannot be stored on the premises unless contained in approved New Fire Service/regulatory housing (as per New Zealand law) supplied by the storer as specified in HASNO. All necessary Certificates Of Compliance and or a Dangerous And Hazardous Goods License/es must be arranged by the storer at their expense and a copy supplied to the MSSL BEFORE these goods can be stored on or around the premises/unit.
43. The storer agrees not to store any food or items in a way that may attract VBI. Food items can only be stored in VBI-proof tins.
44. Storer's accept that other storer's use the facility. Therefore, please be courteous and patient if others have access to a building entranceway first.
45. The storer accepts that they have a Licence for a lockable space. The storer understands that the unit can be used for all activities so long as they comply with all New

Zealand laws, Masterton District Council (MDC) by-laws, and the district plan – available at the MDC, and as per this LA.

46. The storer cannot sub-let their office room, yard space, storage unit or hardstand area. Only the storer or their employees can use the facility and for storer business only.
47. In the unlikely event that MSSL needs to empty your unit for security, maintenance, or repairs etc you agree to allow this to happen. MSSL will notify (giving 4 weeks' notice) you and work out the most suitable time as you should be present. In this instance MSSL will pay all costs in relocating your property from one MSSL unit to another MSSL unit.
48. Smoking cigarettes (etc) or drinking alcohol is strictly prohibited anywhere on/in this property of 291s High Street – Masterton.
49. Further to your **Alternative Emergency Contact** (top of page 1), you give MSSL permission to contact that nominated person in the event for some reason you do not or cannot reply to SMSs, emails, or phone calls from MSSL. Further to this, you give the nominated permission to provide MSSL your contact details and whereabouts. If you are eating anything while at the facility, please do not throw food scraps of any kind on the ground as it will attract VBI. Please take all food scraps when you leave. MSSL have very strict VBI controls and does lay poison. This is to prevent a breeding population getting a foothold as MSSL cannot guarantee the odd invader getting inside a unit/lockup. Therefore, the storer agrees that MSSL is not responsible for any damage to goods stored in your unit caused by VBI.
50. Some units have upper floor support beams across the ceiling. The storer cannot under any circumstances hang anything off these beams. The storer will be liable for all repairs or damage to other people's property if they ignore this warning.
51. In the event that that storer is storing goods as part of running a business, or electricity is being used for anything other than running a fridge or freezer then the storer agrees that electricity expenses may need to be reviewed or added.
52. **Vehicles, trailers, or machinery in storage (VTM):** MSSL recommends that storers storing VTM outside should fit at least one-wheel clamp to a wheel. However, this is the storer's decision and at the storer's expense. VTM stored outside at the facility cannot use the VTM for storing hazardous items as recorded in this LA. Storers storing VTM inside must protect walls and floors from being stained or damaged. Storers storing VTM are completely responsible for all liquid, chemical or oil spills on the ground or on floors. Storers agree to pay all cleaning expenses at rates referred to in the Cl 'Expenses Rates'. You are responsible to check your unit/s before using and on vacating for oil and damage and report it to MSSL.
53. Noise restrictions: Please be aware that as 2 of MSSL neighbours are residential therefore the Masterton District Council (MDC) has applied a noise restriction from 9pm Monday to Saturday and 7pm Sunday, to 7:30am the next day.
54. **Business Hours:** MSSL is a self-storage facility. That means the storer is always responsible for all items dropped off and placed into storage or picked up from storage. If for any reason you require or request an out-of-business-hours callout or for MSSL to wait at the facility for any reason (i.e., if you send professional movers because you can't attend which means MSSL is required to stay at the facility after-hours to lock up and for security) you agree to pay all expenses invoice for time and vehicle usage as per Cl 'Expenses Rates'. MSSL business hours are 9:30am to 4:00pm Monday through Friday except statutory holidays and 23 Dec to 5 Jan. Also, those storers who opt not to pay a bond for a swipe-card which allows 6am to 6pm 7-day-per-week access to the facility and their lockup/s can only get access during 'business hours'. This also means if you require afterhours access to your stuff Cl 55 applies. Swipe-card holders can get access from 6am to 6pm, 7-day-per-week. Expenses rates for damage caused by the storer or afterhours callouts etc: \$50.00 per ¼ hour for all employees' time (including travelling time and invoice-preparation time), \$3.73 per Km for vehicle travel, all hiring of plant and equipment expenses including all goods and services will be charged at cost plus 25%, plus GST. All invoices must be paid within seven (7) business days (or as due date noted on the invoice) or it will be considered OD. For all OD fees and expenses invoices refer Cl 27 above. All payments made using a credit-card will incur an additional 2.8% bank charge.
- a. Further to **Expenses Rates**, once any action commences to recover expenses for such things as but not limited to overdue fees, expenses to clean-up, repairs or make-good, you agree to pay a \$650.00 + GST administration fee plus all costs and expenses (including legal expenses on a solicitor/client basis) to process the claim and recover the debt.
56. The storer gives MSSL permission to either relocate your vehicle or trailer on an external hard-stand to another location within the facility or to enter your unit/s at any time without notice to carry out maintenance, repairs, or for an internal inspection. Also, the storer gives MSSL permission to relocate your stuff to another unit/s but moving is at MSSL's expense. However, if you have stopped paying fees or behind on paying fees you agree MSSL can relocate your stuff to a 1st floor unit/s but in this instance, you agree to pay all relocation expenses before you get access to your stuff.
57. Additional conditions for storers that have bench shelves in their lockup, or your lockup is on the first floor of any building:
- a) If you or your furniture removal contractor remove any loading bay handrails, you as storer are personally responsible that the handrail is refitted and locked before vacating the premises.
- b) There are to be no more than 6 persons on the first floor/in these upstairs areas at any one time.
- c) There are to be no persons younger than 16 years on the first floor/in these upstairs areas.
- d) Total weight on floor cannot exceed 500 kilograms (kg) per lockup or 200kg per bench shelf. Heavy items must go on the floor (including bench shelves) or up against the walls (1st floor lockups) with lighter items in the middle of the lockup and books and papers cannot be stacked higher than 400mm above floor level. Also, oils, chemicals, liquids, or machinery of any description cannot be stored in any of these units. MSSL can claim from the storer all expenses for repairs due to damage caused by oil or liquid spillage. First against the bond plus the balance as required.
- e) If upstairs unit storers go over weight on the floor and cause damage to the building and or other storers property, they will be liable for any damage caused.
- f) Storer can only take goods or items to or from their lockup either by the stairs or under the safety rail in the loading bay.
- g) Storers licensing lockups with skylight are warned they may need to protect their goods from UV light.
58. **Health and Safety Notifications, Warnings And Inductions.** Storers or persons assisting the storer who fails to comply with these conditions will be asked to leave and the storer will be immediately evicted. I, _____ (name and initial of storer).
- a. have had health and safety warnings explained to me.
- b. am responsible for supervising all children in my party/care under 16 years while at this facility.
- c. have had the site induction document 1.1.1.4.5 explained to me and agree to abide by it.
- d. agree to install the steps and handrails when using the mobile platform.
59. MSSL is a self-storage facility. That means the storer is responsible for and must supervise their lockup unit/s being filled and emptied. Each time the storer visits the facility and enters their lockup unit/s and before leaving you must take a date-stamped photo as proof of content before closing the door. We also recommended you keep a schedule of inventory (stuff).
60. All dollar sums stated in this document include (inc) GST unless otherwise stated.
61. If your unit requires access via a combination-lock locked door, the number is on page 1 of this document.
62. The storer agrees they will be Licenced to use commercial premises and not entering into a commercial lease or tenancy agreement therefore the Residential Tenancy Act or general conditions of commercial Deed of Lease do not apply.
63. Further to Cl 3 – use of unit. If after signing this LA MSSL suspects or comes to the realisation that what is going to be stored, is being stored or the activity being carried out in the storage unit compromise's the facility, MSSL's insurance policies or insurance company requirements the storer agrees to provide a full description and written list signed of the goods and activities regarding the unit within 2 days of the request. MSSL will forward the list to its insurance company for comment and whatever the insurance company requires the storer will carry out within the timeframe advised by the insurer. All expenses, including any adjustment in premium and excess will be paid by the storer. That if the storer does not wish to meet the insurer's requirements then they must vacate the unit/s by the time required by the insurer – whatever that might be. The storer will be refunded storage fees paid in advance that have not been used (to the next full week) but otherwise agree not to seek compensation for inconvenience or any other costs against MSSL.
64. Further to Cl 63; If MSSL suspects you have breached any condition in this LA you unconditionally and without notice to you give MSSL permission to enter your unit/s. If you are found to have in fact breached a condition/s you will be issued notice by SMS text message that you have 24 hours to rectify the problem. If you do not rectify the matter within this time, you will be issued a notice of termination of LA, which you must do so within 7 days. You give MSSL permission to immediately remove non-complying items and agree to pay all expenses incurred by MSSL to remove and dispose of such items contained inside your unit/s.
65. If you require more than 1 unit, the additional or all unit/s are usually discounted (total equals a block). If after starting your term or you require an additional term, but you also reduce the number of units you hold, one of the remaining units (the highest priced unit) will default back to the term's pricelist's price i.e., if you retain only discounted units the fees will default to the usual rate for at least one of the units. This will be effective from the end of the 'block' term.
66. If this LA is emailed to you for approval and signing but you fail to do so and return a copy to MSSL, you agree that if you have occupied your unit and or paid storage fees you have accepted the terms and conditions of this LA.
67. When the Storer books a unit sight-unseen, MSSL can only rely on the information the Storer provides to select the right size. Once the items arrive at MSSL a better size can be chosen, or another unit can be added if need be. In these circumstances the Storer agrees to the price adjustment.
68. 'Money Back Guarantee' Conditions: Either during your current Licence term or when vacating your unit/s, you discover **all your stuff/items** stored in our self-storage facility has a moisture content greater than 40% we'll refund you 100% of your current 'term'. Plus, we will pay 100% dry-cleaning or repair expenses to damaged items to return them to their pre-self-storage state to the extent possible (unless covered under your current 'insurance policy'). The burden of proving your stuff/items became damp because of being stored in a MSSL lockup is the total responsibility of the storer. You agree that from the moment you discover your stuff is damp you do not remove anything from your lockup/s before MSSL is notified (you have 24 hours to do so verbally but also in writing – SMS text or email is okay) and carried out its own inspection – items removed or handled (except testing) before this point are not covered by this guarantee. You must supply MSSL a general moisture content reading of your items before they are placed into self-storage with MSSL. You must supply a written list of damaged items to MSSL including the testing method signed off by an independent suitably qualified person. This guarantee is null and void for breach of guarantee conditions, wilful or accidental wetting by the storer or their assistances, damage or dampness is caused by fire (e.g. fire department watering), natural disaster, storm damage to the building causing it to leak, or from flooding. Excludes stuff stored in shipping containers.
69. The term's 'Start Date' is as recorded in Cl 6 of this LA or the actual day your stuff/property is moved in, whichever comes first.
70. TBD means 'To Be Discussed' TBC means 'To Be Confirmed', and TBA means 'To Be Advised'.
71. Masterton Storage And Lockups Limited (MSSL):
- a) does not provide any service other than a Licence to use a storage unit (a storage unit is an empty lockable room/s); and,
- b) does not and will not be deemed to have knowledge of the goods stored in the storage unit; and,
- c) is neither a Bailee or warehouseman of the goods and the customer acknowledges that, except as set out in Cl 27 and Cl 27A, MSSL does not or will not take possession of the goods.
72. Lithium – Ion Battery storage. Any business using or selling such type of batteries must store their stock in a fire-proof container fitted with either a close-fitting lid, or door. Any other Lithium-Ion battery packs in general storage must be disconnected from any power tool, or bicycle, and stored in such a way as to avoid damage from other goods being placed on or around them. There shall be no charging of any Lithium-Ion battery allowed to be undertaken whilst in storage lockups/units.
73. E&OE: That means extras and omissions are excepted.
74. Privacy
- a. We shall not disclose information we hold about you to any person, except:
- b. As required or permitted by law, or
- c. As authorised in writing by you, or
- d. To the extent reasonably required by this LA (and, without limiting the effect of this Cl, a Party may disclose information only to such of its officers, employees or professional advisers and debt collections agents, on a "need to know" basis, as is reasonably required in order for the implementation of the Agreement).
- The Storer, if an individual, has a right of access to information about the Storer held by MSSL. The Storer may request correction of that information or may require that the request be stored with that information. MSSL may charge reasonable costs for providing access to that information. If MSSL suffers a cyber breach and personal information is stolen and then misused the storer agrees MSSL or its directors will not be liable for damages or expenses.
75. Terms and conditions variations: When and each time you renew your Licence and term, Cl 9, you are responsible for checking for variations to MSSL's terms and conditions of trade. You do this by requesting a copy from MSSL of the most current agreement for each renewal. By paying to renew your Licence you accept and agree to all or any variations, extras, deletions or substitutions.
76. Risk Free To Storers That Sign This LA And Pay Fees At MSSL's Office (Address as Cl 4 above) On The Same Day: In order to facilitate this LA today where you sign and pay at MSSL's office, MSSL will, in good faith, allow you to cancel this LA without any reason given and fully refund you so long as MSSL is notified in writing by email or SMS before 11:59pm on date at bottom of this (page 4) page.
77. You give MSSL permission to text/SMS, phone, or email you in any/all instances where at its sole discretion believes it is necessary to do so for whatever reason regarding Cls in this LA.

Contacts for management are as follows, Masterton Self-Storage Limited, 291s High St, Solway, Masterton or C/- P O BOX 38 – Masterton – Post Code: 5840 – email: mstn.storage@gmail.com Web: info@storagemasterton.nz
Business Phone: **Free Ph: 0800-SELF STOR (735-378), or 0275-575-373**, and after hours; Julian Moss - Cell: **027-589-4796**

SIGNED BY THE STORER – WHO HAS SIGNING AUTHORITY _____ (you or they) DATE: _____

STORER'S PRINTED NAME – AUTHORISED PERSON: _____ (you or they)

PRINTED NAME OF MSSL AGENT: _____ (we or us) - DATE: _____