

**Masterton Self-Storage Limited (Licensor) (MSSL)**  
**Trading As – Masterton Self-Storage** (0808)

Cash Or Online – Deposit Paid \$  
 On

Licence Agreement To Use A Self-Storage Room (SR), Office Room (OR), External Hard-Stand (EHS), Covered External Hard-Stand (CHS), or Shipping Container (SC) - (all are SR):

STORER'S NAME: (storer, you/r, they, I/We, my, our, customer or Licensee)

CELL PH# LANDLINE PH#

EMAIL ADDRESS:

DRIVER LICENCE AS A PERSONAL IDENTIFICATION – scan or photo from phone.

HEARD ABOUT US BY: CELL PH#

EC NAME: CELL PH#

**Emergency Contact (EC):** The storer gives the EC permission to access the Storage Room/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 confirm that the EC has given you permission to insert their personal detail in this agreement and that MSSL can use them if we feel, at our sole discretion, it is necessary. 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 email to [info@storagemasterton.nz](mailto:info@storagemasterton.nz) within (7) days of any changes. All below are the Terms and Conditions (Ts&Cs) of this Licence Agreement (LA).

This document is a Licence Agreement (LA) for the storer to use a room or space (an individual area as referred here) for Self-Storage (Storage Room) of personal or business property or items or vehicles (stuff) as described here. MSSL advertises Storage Rooms (or SR) 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 Ts&Cs of this Licence and not in the business of storing the storer's property/stuff. What the storer uses a room or space for is none of MSSL's business as long as the use is lawful and complies with the Ts&Cs of this LA.

**Ts&Cs Of This LA** (all expenses/fees include including GST unless specifically stated otherwise):

1. This LA is for the use of Storage Room #\_\_\_\_\_. Vehicle Registration #\_\_\_\_\_
2. The approximate size of Storage Room #\_\_\_\_\_ is \_\_\_\_\_m2 / m3 (plus or minus 5m2 / 5m3).
3. The storer confirms that they intend to use Storage Room #\_\_\_\_\_ for storing \_\_\_\_\_ only.
4. The physical address of this facility and SR #\_\_\_\_\_ is 291 High Street Masterton 5810.
5. The storer confirms that they have viewed Storage Room #\_\_\_\_\_ [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 29<sup>th</sup> to 31<sup>st</sup> default to 28<sup>th</sup> day of month.
7. Need a padlock? Yes or No (Y/N) - #\_\_\_\_\_ - Date and time of swipe-card test: \_\_\_\_\_
8. Self-Storage LA Fees (LF/fees): Swipe card taken#: \_\_\_\_\_ Y/N, - 24/7 access? Y/N.

Your fees are paid weekly on an Offer Rate (OR) or a Usual Rate (UR) but calculated monthly:

- a) Weekly LF for the 1<sup>st</sup> SR #\_\_\_\_\_ (OR) \$\_\_\_\_\_ (UR) \$\_\_\_\_\_
- b) Weekly fee for security alarm monitoring (OR) \$\_\_\_\_\_ (UR) \$\_\_\_\_\_
- c) Weekly fee for SR shelving (OR) \$\_\_\_\_\_ (UR) \$\_\_\_\_\_
- d) Weekly total: (OR) \$\_\_\_\_\_ (UR) \$\_\_\_\_\_
  - i. Multiple SR Licence: If a storer has multiple SRs and vacates one or more SRs then fees will immediately default back to the remaining SR/s OR. And OR rates only apply if fees are paid in full and on time or before the commencement of your new/next Term – otherwise UR's apply immediately. Also, UR's are subject to fee increases as per clause (CI)15.
- e) The LF for Storage Room #\_\_\_\_\_ is calculated on a weekly (per week – pw) basis for the sum of \$\_\_\_\_\_ including GST. But the LF is calculated by the month because fees are usually paid monthly. The monthly LF is calculated as follows: \$\_\_\_\_\_ pw x 52 weeks (one year) = \$\_\_\_\_\_ divided 12 (months per year) = \$\_\_\_\_\_ LF per month. Note: A 2% bank charge is added to credit card transactions – zero for eftpos or debit card.
- f) Comments And Special Deals (also referred to as the Offer Rate [OR] or 4-Weeks v 1 Month):

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- g) Do you require Tax Invoices? **Yes/No** issued by 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 (C1/s) 56 Expenses Rates. To renew your LA the storer agrees that fees must be paid on or before the current Term expires and that invoices are not issued as a reminder of fee payments. To avoid your LA expiring what repeat date of the month should invoices be issued \_\_\_\_\_. You agree that all communications and notices (whatever they are for) can be issued to you electronically.
- h) How will you pay your LFs and expenses – **internet banking, credit card [+2%], eftpos card, debit card, or cash (circle)** which are always paid in advance? The storer agrees that if their payment method requires bank charges 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 new Term commences...regardless of whether an invoice is issued on time or not.
- j) MSSL banking details are **Westpac Banking Corporation – 03-0687-0445873-00 – Include Name on Agreement + SR # as Ref.**
- k) GST#: 095-252-281 (for Masterton Self-Storage Limited – T/A: Masterton Self-Storage or A1 Self-Storage Masterton).
- l) All quantum amounts for Storage Rooms quoted are in New Zealand dollars and include Goods and Services Tax (incl GST) unless otherwise stated.
9. The Term of a SR'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 your '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 not part 'Terms' i.e., part-weeks, or part-months.
10. You must padlock your SR/s. If you do not, you give MSSL permission to do this and charge you \$25.00 per padlock plus a one-off \$20.00 plus 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 off with bolt cutters and not with a tool that creates sparks – like a grinder.
11. **Minimum Term:** The minimum LA 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. The only exception is when the Storer signs up for a Long-Term option as per clause 12 below. After the first month the storer can alter their Term and fee payments as required including weekly, fortnightly or... whatever.
12. **Long-Term Or Discount Options And Offers – 3-Months, 6-Months, 9-Months And 12-Months, And 3 Payment Options.** The attached document '2.1.1.2.6.29 – The 4 Long-Term Discount Offers Brochure' is an addendum to this LA – Yes/No. Long-Term and any other discounts do not apply to OR rates unless specifically specified.
- a. **The Four Long-Term Discount Options Are (Strike-out options not selected):**
- A 3-Month Term = 13 weeks but you pay for just 12 weeks = get 1 week free.
  - A 6-Month Term = 26 weeks but you pay for just 23 weeks = get 3 weeks free.
  - A 9-Month Term = 39 weeks but you pay for just 34 weeks = get 5 weeks free.
  - A 12-Month Term = 52 weeks but you pay for just 44 weeks = get 8 weeks free.
- b. **The Three Payment Options Are (Strike-out options not selected):**
- Set-It And Forget It: Pay in advance.**
  - Pay As You Go – Option One.** Pay the Offer Rate weekly based on the selected Term.
  - Pay As You Go – Option Two.** Just pay the Discounted Rate weekly based on the selected Term.
- Long-Term Discount Conditions:** When selecting one of the 4 long-term discount options above (or any long-term Special Discount Offer given), the first and minimum Term and payment is equal to the first 4 weeks (not necessarily the first month). Note: If you opt to discontinue your LA inside the first 4-weeks you will be refunded from the start of the fifth week – only the balance of the Term paid and excluding the discount. If you opt to discontinue your LA after the first 4-weeks (or any additional Term), you will be refunded by the full week if fees are paid in advance but will lose your discount which is in the form of (a) free week/s. I.E., You must go the full distance of the Term to qualify for the or any discount. This means the UR will apply backdated to your current Term's Start Date. None of the long-term discount options can be used in addition to any other MSSL promotions, special and or offer. Also, the free weeks are not transferrable or refundable for cash. Discounts and free week/s or month/s above are conditional on and only redeemable if all fees are paid in full on or before each and every Term renewal date and due payment date.
13. 24-hour x 7-days-a-week (24/7) security alarm monitoring system? **Yes Included/No.** If 'Yes' you should note that entering your SR or area without it disarmed or disarming it first will activate the alarm, and a security guard (guard) could 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 56 '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 SRs 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 stuff. 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-ins, burglary, or theft of the storer's stuff 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 of \$1.50 apply but subject to agreed usage or appliance/s. 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 SRs 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. **Issuing Of Swipe-Cards:** 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 6:15am in the morning to 5:45pm at night. The storer must specifically request in writing if they want 24/7 access. This bond and any other refund will be made within one calendar month after MSSL receives your full New Zealand (only) bank account deposit details, and after the expiry of the LA providing there is no damage to the building/SR/s (caused by the storer or assistants or professional movers employed by the storer – the storer is fully liable for all repairs expenses incurred by MSSL), the SR is completely cleaned out, there are no outstanding accounts or fees, the storage Term has been completed (i.e. weekly, monthly, or any long-term) and all keys, padlocks and or security 'swipe-card/s' have been returned, undamaged. Repairs, cleaning, removing of rubbish from vacated SRs, 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 SR and all other conditions are met. Being issued a SC is a privilege and not a right.
- a. If MSSL discovers or believes the storer has breached any of the Ts&Cs 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 SR/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 SR/s but it is not secured until at least a booking deposit is paid 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 TS&Cs 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 77 (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 SRs but uses less, you still incur fees for all SRs booked for the first Term. Finally, between the time of booking to 'Starting Date' MSSL reserve the right to place you in another SR of the same size (or larger) to the SR you booked for the same money. You can use your SR 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 SR/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 lock-up 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 expense are paid first and then (in the case of Cl 17, the first Term's storage fees start 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 SR (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 immediately increase to the UR as per Cl 8 a' through 8 e'.
25. Additional charges and 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. Failure 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 storers have not or don't pay their fees; 1) Storer forgets to pay and forgot to set up an 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 do not want to pay any 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:
  - a. 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 2<sup>nd</sup> day if no response.
  - b. 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.
  - c. 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 10.00am the next business day. 2) As the storer's Licence Term has now expired and your stuff is now 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 the 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 – or sell it to recover costs, refer Cl 28. 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.
  - d. Cl 27 – Reason 4; When the fees are ten (10) or more working 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 Ts&Cs for OD fees and expenses for the avoidance of doubt:
    - i. Only by paying fees in full on or before your LA Term (Cl 9) confirms your LA is renewed. After the expiry date your stuff is trespassing.
    - ii. 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.
    - iii. 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.
    - iv. Once your LA has expired, at MSSL's sole discretion, the storer's 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.
    - v. MSSL, at its sole discretion, can extend any of the above dates, without notice to the storer. However, all expenses still apply, which excludes GST.
    - vi. MSSL has offered the storer the reduced OR 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 OR weekly rate will immediately 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.
    - vii. Any Disputes Tribunal claim by either side brings against the other side shall be heard in the Masterton District Court.
    - viii. By signing this LA, you are confirming that you own 100% without debt or money owing all items stored/to be stored in your SR/s.
28. 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.
29. The storer agrees their liabilities have not ended or do not end until the SR/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 swipe card when you have finished and cleaned out your SR/s, you can either drop the card in the drop-box at the EXIT GATE or take it into 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 swipe card has been dropped off to avoid additional storage fees.
30. 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 SR **before** they use it otherwise it is accepted the storer caused the damage. The Storer agrees to pay all expenses to put right damage caused by them or their helpers.
31. MSSL is committed to providing advice and a facility that is fit for purpose for the storer to use – it is always a work in progress. However, the storer accepts that except for negligence by MSSL they are solely responsible and bear all risk for any loss or damage to their property caused by fire, heat, dust, smoke, earthquake, vermin, birds, insects (VBI) (MSSL lays bait for vermin and bombs for insects), water, mildew, mould, spillage by others, burglary or other damage caused in any way. With 3-month Terms or longer the storer should wrap, pack, box or use drop-sheets to protect their stuff against dust.
32. On termination of the LA the Storer will ensure that the SR/s is left clean and tidy with all items and rubbish removed and any damage caused to the SR/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 SR is not left clean, tidy and undamaged MSSL cannot immediately Licence it to a new/another storer. Therefore, the storer agrees to pay any extra week's storage fee post vacating as a minimum (but until reinstated) to allow MSSL to prepare the SR/s for display and reuse/relicensing. If you must open a roller door to access a common area and your SR, 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 SR or in any way interfere with or obstruct the use of any other storer's SR or hardstand area. Also, storers must not park-in, block or obstruct driveways and or Exit ways.
34. The storer will not leave property/stuff outside their SR 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 SR 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 SRs 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 agrees to never install or hang moisture-absorbing products in their storage-room lockup. The storer should note that although concrete floors have an approved vapour and moisture barrier under them, concrete can still hold equilibrium 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 however 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 damage to any stored items or property at 291 High Street 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 New Zealand court determine that MSSL is a bailee, the exclusion of liability in clause 38 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 of goods stored at this facility.
40. The storer cannot under any circumstances use their SR 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, liquified fossil-fuel container, oil-based paints or varnish or paint thinner or strippers or fertiliser products 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 2012 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/SR.
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 storers use the facility. Therefore, please be courteous and patient if others have access to the building entranceway first.
45. The storer accepts that they have a Licence for a lockable space. The storer understands that the SR 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 rooms, yard space, storage SR or hard-stand 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 SR 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 SR to another MSSL SR.
48. Smoking cigarettes and vaping (etc) or drinking alcohol is strictly prohibited anywhere on/in this property of 291 High Street – Masterton.
49. For 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 SMS's, emails, or phone calls from MSSL. Further to this, you give the nominated EC 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 VBL. Please take all food scraps when you leave. MSSL have very strict VBL 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 SR/s. Therefore, the storer agrees that MSSL is not responsible for any damage to goods stored in your SR caused by VBL.
50. Some SRs 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, or the electricity may need to be turned off.
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 on Hardstands 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 chemicals or oil spills on the ground or on floors. Storers agree to pay all cleaning expenses at rates referred to in the CL56 "Expenses Rates". You are responsible to check your SR/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's neighbours are residential the Masterton District Council (MDC) has applied a noise restriction from 9pm Mondays 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 must agree to pay all expenses invoice for time and vehicle usage as per CL56 "Expenses Rates". MSSL business hours are 9.30am to 4:30pm Monday



- through Friday except statutory holidays and 23 December to 5 January. Also, those storers who opt not to pay a bond for a swipe-card which allows 6:15am to 5:45pm 7-day-per-week access to the facility and their SR/s can only get access during "business hours". This also means if you require afterhours access to your stuff CL56 charge rates apply. Swipe-card holders can get access from 6:15am to 5:45pm 7-days-per-week.
56. 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 CL27 above. All payments made using a credit-card will incur an additional 2% 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 one-off \$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 or any debt.
  57. The storer gives MSSL permission to either relocate your vehicle or trailer on an external Hardstand to another location within the facility or to enter your SR/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 SR/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 1<sup>st</sup> floor SR/s but in this instance, you agree to pay all relocation expenses before you have access to your stuff.
  58. Additional Ts&Cs for storers that have shelves in their SR, or your SR 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 the floor cannot exceed 500 kilograms (kg) per SR or 200kg per bench shelf. Heavy items must go on the floor (including bench shelves) or up against the walls (1<sup>st</sup> floor SRs) with lighter items in the middle of the SR 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 SRs. 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 SR storers go overweight 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 SR either by the stairs or under the safety rail in the loading bay.
    - g. Storers licensing SRs with skylights are warned they may need to protect their goods from UV light.
  59. **Health and Safety Notifications, Warnings and Inductions:** Storers or persons assisting the storer who fail 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 and hazards 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 explained to me and agree to abide by it.
    - d. Agree to install the steps and handrails when using the mobile platform.
  60. MSSL is a self-storage facility. That means the storer is responsible for and must supervise their SR SR/s being filled and emptied. Each time the storer visits the facility and enters their SR SR/s and before leaving you must take a date-stamped photo as proof of content before closing the door. We also recommend you keep a schedule of inventory (stuff).
  61. All dollar sums stated in this document include (incl) GST unless otherwise stated.
  62. If your SR requires access via a combination-lock locked door, the number is on page one of this document.
  63. 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.
  64. Further to Cl 3 – use of SR. 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 SR compromises the facility, MSSL's insurance policies or insurance companies' requirements the storer agrees to provide a full description and written list signed of the goods and activities regarding the SR 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 SR/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.
  65. Further to **Cl 64:** If MSSL suspects you have breached any condition in this LA you will unconditionally and without notice to you give MSSL permission to enter your SR/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 SR/s.
  66. If you require more than 1 SR, the additional or all SRs 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 SRs you hold, one of the remaining SRs (the highest priced SR) will default back to the SR's OR i.e., if you retain only discounted SRs the fees will default to the OR for at least one of the SRs. This will be effective from the end of the 'block' of unit's Term.
  67. 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 SR and/or paid LFs you have accepted the Ts&Cs of this LA.
  68. When the storer books a SR 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 SR can be added if need be. In these circumstances the Storer agrees to the price adjustment.
  69. 'Money Back Guarantee': Either during your current LA Term or when vacating your SR/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 stage 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 SR 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 SR/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 if 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. This guarantee excludes stuff stored in shipping containers.
  70. The Term's 'Start Date' is recorded in Cl 6 of this LA or the actual day your stuff/property is moved in, whichever comes first.
  71. TBD means 'To Be Discussed', TBC means 'To Be Confirmed', and TBA means 'To Be Advised'.
  72. Masterton Self-Storage Limited (MSSL):
    - a) Does not provide any service other than a Licence to use a storage SR (a storage SR 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 SR; 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 28, MSSL does not or will not take possession of the goods; and
    - d) Does not and will not hold a key to the door lock (i.e., padlock) of the Storer's storage lockup room.
  73. Lithium – Ion Battery storage. Any storer of such or similar-type of batteries must store their batteries in a crush-proof and fire-proof container fitted with either a close-fitting lid, or door. You cannot charge your batteries at the MSSL facility.
  74. E&OE: That means extras and omissions are excepted.
  75. 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 LA), 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 this LA. 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.
  76. Ts&Cs of variations: When and each time you renew your Licence and Term, Cl 9, you are responsible for checking for variations to MSSL's Ts&Cs of trade. You do this by requesting a copy from MSSL of the most current LA for each renewal. By paying to renew your LA you accept and agree to all or any variations, extras, deletions or substitutions of MSSL's most current LA.
  77. 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.
  78. You agree that if MSSL is sold, or to be sold, it is not required to notify you and all details, including in this agreement, can and will be transferred to the new owner.
  79. 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.
  80. All Office Rooms, (OR), External Hard-Stands, (EHS), Covered External Hard-Stands, (CHS), or Shipping Containers (SC), will be referred to as a Storage Room (SR).
  81. Insurance:
    - a. I/We have adequate insurance for the goods we are storing and will provide details of this coverage if required. Or...
    - b. I/We do not have insurance and understand that if goods are lost or damaged I/We may have to bear the cost. Further, in the event that my/our goods cause and damage or loss I/We may be liable for such damage or loss.

Contacts for management are as follows, Masterton Self-Storage Limited, 291 High Street, Solway, Masterton or C/- P O Box 38 – Masterton – Post Code: 5840 – email: [mstn.storage@gmail.com](mailto:mstn.storage@gmail.com). Web: [info@storagemasterton.nz](http://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: \_\_\_\_\_