

# Too Much Stuff? Store It At My Place!!!!

## Cleaner, Drier, And More Secure.



### Addendum To The License Agreement – Customer

Special Notes – Storage Room or Space #: \_\_\_\_\_ - Date: \_\_\_\_\_


#### 1. Relationship with Standard Self Storage Licence Agreement

- (a) These Specific Terms form part of the Standard Self Storage Licence Agreement which You have executed or accepted by conduct, a copy of which We recommend You retain for Your records and which is published on Our website or displayed at Our principal place of business (as the case may be). You must read these Specific Terms accordingly.
- (b) By using this Service and/or agreeing to these Specific Terms, You agree to be legally bound by these Specific Terms in respect of this Service.
- (c) To the extent practicable and unless otherwise stated in these Specific Terms, all of the Full Terms apply with any necessary alterations to the Service as if:
  - (1) a reference to the Goods in the Full Terms is a reference to the Delivered Goods;
  - (2) a reference to the Storage Fee in the Full Terms is a reference to the Storage Room Fee; and
  - (3) a reference to the Storage Period in the Full Terms is a reference to the Service Period.
- (d) In the event of any inconsistency between these Specific Terms and the Full Terms, these Specific Terms will prevail to the extent of any inconsistency (in respect of its subject matter only).
- (e) For the avoidance of doubt, these Specific Terms neither apply nor alter the Full Terms, or any other agreement, in respect of any goods other than the Delivered Goods.



## 2. Definitions

**Delivered Goods** means any goods in respect of which the Service is provided to You, including any goods:

- (a) delivered to the Facility for Your benefit by a third party and stored on Your behalf by Us in the Storage Room until claimed by You; or
- (b) stored on Your behalf by Us in the Storage Room for dispatch until picked up from the Facility by Your Nominee on Your request.

**Late Collection Fee** means the late collection fee specified in the Schedule.

**Nominee** means the ACP, Your agent or a third party nominated by You to Us verbally or in writing that You authorise to collect the Delivered Goods from the Storage Room on Your behalf.

**Permitted Period** means (a) the permitted period specified in the Schedule; or (b) where no such period is specified, 7 days from the date We accept the Delivered Goods.

**Redelivery Fee** means the fee payable by you if we redeliver the Delivered Goods to You under clause 7.1(b) (Default) of these Specific Terms.

**Service** means, subject to clause 4(c)(1) of these Specific Terms, the service comprised of:

- (a) receipt of Delivered Goods on Your behalf at the Facility;
- (b) allowing Your Nominee to collect the Delivered Goods from the Storage Room;
- (c) prompt electronic notification to You (by text and/or by email) following receipt or dispatch of such Delivered Goods; and
- (d) storing such Delivered Goods in the Storage Room for Your benefit for the duration of the Permitted Period.

**Service Period** means the total period that particular Delivered Goods are stored in the Storage Room, commencing on the day that We accept the particular Delivered Goods and ending on the day the Delivered Goods are either:

- (a) collected from the Storage Room by You or by Your Nominee; or
- (b) disposed of by Us as provided in clause 7 (Default) of these Specific Terms.

**Storage Room** means the designated storage room at the Facility.

**Storage Room Fee** means the storage room fee specified in the Schedule.

## 3. Service and Access

This clause 3 is to be read as substituting clause 7(c)(2) of the Full Terms in respect of the Delivered Goods.



Subject to the terms of the Agreement, We:

- (a) warrant to You that we will provide the Service to You with reasonable care and diligence;
- (b) provide the Service for a period not exceeding the Service Period; and
- (c) are a bailee of the Delivered Goods for the duration of the Service Period.

#### 4. **Conditions of Service**

You:

- (a) must ensure that Delivered Goods are:
  - (1) only delivered to the Facility during the access hours notified by Us from time to time; and
  - (2) not Prohibited Goods;
- (b) warrant that You:
  - (1) own the Delivered Goods stored in the Storage Room and/or are entitled at law to deal with such Delivered Goods in accordance with the Full Terms (including granting Us the right to dispose of the Delivered Goods in specified circumstances) and, in that capacity, You have knowledge of the Delivered Goods in the Storage Room; and
  - (2) will not store in the Storage Room:
    - (A) any documents containing Personal Information (including sensitive information) about You or third parties;
    - (B) any irreplaceable Delivered Goods, such as currency, jewellery or precious metals (e.g. gold), furs, deeds, paintings, curios, works of art, photographs, items of personal sentimental value or that are worth more than \$1,000 NZD (in total), unless they are itemised and covered specifically by insurance; or
    - (C) any Prohibited Goods;
- (c) acknowledge and agree that:
  - (1) We may refuse any Delivered Goods addressed to You and delivered to the Facility in Our sole discretion;
  - (2) You will not register a security interest over Us in respect of the Delivered Goods under the PPSA;
  - (3) We are not required to release Delivered Goods to You or Your Nominee unless the Late Collection Fee and any other outstanding Fees have been paid in full; and
  - (4) in the event You receive or dispatch an unreasonable volume of Delivered Goods at the Storage Room, in Our reasonable opinion, We may require You to pay an additional charge.



**5. Fees**

In consideration for the Service provided by Us, You must pay the following Fees to Us:

- (a) the Storage Room Fee, payable by no later than the Scheduled Payment Date specified in the Schedule;
- (b) the Late Collection Fee(s) payable on expiry of the applicable Permitted Period, for each week any Delivered Goods are uncollected in the Storage Room for the duration of the Service Period; and
- (c) a Late Payment Fee and/or Other Fee in accordance with the Full Terms, as applicable to this Service.
- (d) Failure to pay any applicable fees as specified in this clause 5 (Fees) will constitute a Default and We may take such Default Action as We deem appropriate.

**6. Liability and Risk**

You agree that clause 12 (Liability and Risk) of the Full Terms applies, save that:

- (a) Our liability under this agreement is capped at:
  - (1) if the loss, damage or injury relates to Delivered Goods or property, NZD\$100.00 or
  - (2) otherwise, the amount which is the greater of:
    - (A) the Storage Room Fees You paid Us under this agreement within 6 months of the date of the event giving rise to the liability; and
    - (B) NZD\$500.00.

**7. Default**

**7.1** You agree that, in the event of Your Default, the consequences of default under clause 13 (Consequences of Default) of the Full Terms will apply (including cross-default), save that:

- (a) We may access the Storage Room, take possession of the Delivered Goods stored in the Storage Room (noting that, for the purposes of the PPSA, We are deemed to be in possession of the Delivered Goods stored in the Storage Room upon exercising our rights pursuant to this clause); and
- (b) We may, at our discretion, redeliver the Delivered Goods to You at Your address specified in the Schedule (or as advised by You).



7.2 For the avoidance of doubt, without limiting this provision, You agree that Default under this agreement entitles Us to take Default Action in respect of any other storage spaces You have at the Facility.

8. **Effect of Termination**

Upon termination of the Agreement (for any reason), You must collect all Delivered Goods within 24 hours from termination in accordance with Our reasonable directions (subject to payment of all Fees due and/or overdue), failing which the Delivered Goods will be deemed to become Abandoned Goods (as defined in the Full Terms) and may be disposed of accordingly.

Yours Sincerely

Signed by the Storer(s) \_\_\_\_\_

  
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