



22C Gordon Street, Glen Avon, New Plymouth

LICENCE AGREEMENT TERMS AND CONDITIONS

We/the Owners, grant you The Storer, a licence to occupy/use Storage Unit number __MG__ ("Storage Unit") at our premises 22C Gordon Street, New Plymouth ("Storage Area") upon the terms set out in this Agreement

1. _____ G & D Keegan _____
("The Owners")

2. _____
"The Storer"

- i. The Storer acknowledges that the only service The Owners are providing to the Storer is a licence to use space for the sole purpose of storing goods and that no other services are provided or responsibilities taken by The Owners.
- ii. No bailment or deposit of goods for safekeeping is intended or created under this Agreement. iii.
- This Agreement is not a lease or tenancy but rather a licence to occupy the Storage Unit only.

Elect type of occupation right either:

- a. Open ended storage licence to continue until terminated in accordance with clause 9.
- b. Fixed term licence to end on the _____ day of _____ 20__.

2. Use of Storage Units

- I. The Storer may only use the Storage Unit to store items of personal property that is NOT: alive, dangerous, a hazardous substance, illegal, stolen, flammable, explosive, environmentally harmful, perishable or a risk to the Storage Facility, Storage Unit, or the property of any other person using a Storage Unit.
- II. The Storer must not use the Storage Unit for any unlawful purpose, and The Storer must own the property or goods stored in the Storage Unit.
- III. The Storer must not conduct or carry on any activity, or business from the Storage Unit or the Storage Area.
- IV. The Storer warrants that The Storer owns everything stored in the Storage Unit and that those items are free of any security interest or encumbrance, except for these items notified to The Owners in writing.

3. Access Storage Facility and Storage Unit

- I. The Storer may only access our Storage Area and Storage Unit during the operating hours of _____ am to _____ pm provided however that The Owners may change the access times at their sole discretion by giving The Storer five (5) days notice.
- II. The Owners will provide The Storer with a gate access code for the purpose of entering the Storage Area during the operating hours. Please contact The Owners if the gate access code is lost and The Owners will provide a new access code.
- III. If The Storer is in breach of any terms of this Agreement The Owner may restrict access to the Storage Area and Storage Unit until The Storer has remedied such breach to the satisfaction of The Owner.
- IV. The Owners reserve the right to allocate The Storer with an alternative Storage Unit to facilitate the proper management of the Storage Area. By entering into this Agreement The Storer agrees that The Owner may, without the prior consent of The Storer, move The Storer's possessions (with all due care) to another Storage Unit and for this purpose may cut any lock.
- V. The Owners reserve the right to carry out pest management which may include placement or rat baits within the Storage Unit.

4. The Storer Must

- I. *The Storer is solely responsible for securing the Storage Unit with a padlock attached through the unit handles, and when entering or leaving the Storage Area will ensure the external gates are closed.*
- II. *The Storer must not disclose to any person the gate access code.*
- III. *The Storer must keep the Storage Unit clean and free of litter, ensure that anything stored in the Storage Unit is dry, clean and free from vermin or food scrapes*
- IV. *The Storer must not damage or alter the Storage Unit in any way, including the use of tools, screws or nails without the prior written consent of The Owners.*
- V. *The Storer cannot assign this Agreement to any third party*
- VI. *The Storer must make all deliveries or removals in person provided that they may be accompanied by their guests to help them with storing or removal of items.*
- VII. *The Storer must provide notice to The Owners of any change to The Storer's address,email or contact details/person*
- VIII. *The Storer must comply with all New Zealand laws.*
- IX. *The Storer must not bring any pets to the Storage Area and will be directly responsible for the supervision of any guests and children that accompany them to the Storage Area.*
- X. *The Storer must not restrict access to the Storage Area for any other party.*

No persons may smoke in the Storage Unit or Storage Area.

5. Risk and Insurance

- I. *Any contents in the Storage Unit are stored at The Storer's risk. The Storer is responsible for arranging insurance cover against theft, fire, water damage and any other risk that may result in loss or for damage to anything stored in the Storage Unit including public liability insurance for damage that may be caused to other Storage Units or the contents therein.*
- II. *The Owner's have no responsibility or liability for any loss or deterioration of , damage to, anything stored in the Storage Unit, including by water, fire, theft, pest, vermin or an act or omission by us or anyone else.*
- III. *The Storer agrees to indemnify the Owner from all claims in contract, tort or otherwise for any loss or damage to the property of, or personal injury to: A) third parties and or B) the true owner of goods stored in the space resulting from or incidental to the use of the space by the Storer during the term of this Agreement.*

6 Charges and Payments

- I. *The Storer must pay the Storage Hire for the Storage Unit one month in advance, by the due date, without deduction.*
- II. *The Storer must pay a bond which will be refunded at the end of the term, providing no cleaning or repairs are needed to the Storage Unit*
- III. *The Owners will not send you a monthly invoice unless requested*
- IV. *The Storer is liable to pay:*
 - a) *An account fee if The Owners are requested to send a monthly invoice*
 - b) *A dishonor fee for any payments made by The Storer that are dishonored*
 - c) *A late payment fee of \$10.00, for every day late payment of the Storage Hire is overdue*
 - d) *For any damage to the storage unit caused by The Storer*
 - e) *For cleaning if the Storage Unit requires cleaning upon termination*
 - f) *After hours access fee if The Storer require The Owners to provide access to the Storage Unit after hours*
 - g) *Costs, including legal costs (on a solicitor to client basis) court costs, collection costs and any other expenses incurred by The Owners in the enforcement or attempted enforcement of the terms of this Agreement.*
- V. *For open ended licences The Owner's may increase Storage Hire fees or other fees under this Agreement at any time by giving The Storer 28 days notice.*

7 Failure to Pay

- I. *If The Storer breaches this Agreement (including a failure to pay) The Owner may charge a daily penalty of \$10.00.*

- II. Any breach (including a failure to pay) that remains unremedied for a period 10 days will entitle The Owner to change the padlock and restrict The Storer's access to the Storage Unit and Storage Area until The Storer has remedied the breach including payment of any penalties and costs pursuant to this Agreement. If after 28 days The Storer remains in default The Owners may enter the Storage Unit and take possession and sell any items. The Owner gives no warranty and disclaims any liability should any item sell for below market value. The proceeds from the sale of any item shall be applied towards the monetary obligations owed by The Storer to The Owners but will not relieve The Storer of liability to pay for any shortfall. Should the sale result in a surplus The Owners will either post a cheque to The Storer's nominated address for notices or direct credit The Storer's banks account.
- III. The rights granted to The Owners pursuant to clause 6 and 7 and the indemnity in clause 5 above shall survive termination of this Agreement.

8 The Owners' Rights

- I. If The Storer has stored any item in the Storage Unit that, in The Owners' opinion, threatens life, or property, The Owners may access the Storage Unit and take any action The Owners' deem appropriate in The Owners' absolute discretion. Where practicable The Owners will try to contact The Storer to give The Storer the opportunity to grant access.

9 Termination of this Agreement

- I. If this Agreement is for an open ended licence,, either party may terminate this Agreement by giving the other party five (5) days notice.
- II. If this Agreement is a fixed storage term then The Storer's rights pursuant to this Agreement shall come to an end upon the expiry date specified.
- III. In the event of illegal or environmentally harmful activities on the part of The Storer The Owner may immediately terminate this Agreement without notice.
- IV. On termination of this Agreement The Storer must remove all item from the Storage Unit and leave the Storage Unit in a clean and tidy condition, in good state of repair, to the satisfaction of The Owner's.
- V. Storage Hire is payable up to and including date The Storer leaves the storage unit, and will be deducted from any storage hire or bond The Storer has paid. The Owners will return any excess and the bond within 14 days of your leaving the storage unit in a clean and tidy condition.

This agreement records the entire Agreement between The Storer and The Owners n relation to Storage Unit.

10 Notices

The Storer confirms the postal address at which notices may be served is: _____

The Storer confirms the email address at which electronic notices may be served is _____

The Storer confirms an alternative contact as:

The Storer's bank account number for refund of bonds etc _____

The Owners confirm their postal address at which notices may be served is; PO Box 135, Urenui, 4340 Taranaki NZ.

The Owners confirm their bank details for online payment as: Westpac **G&D Keegan Contracting Ltd; 03 1566 0018052 000**

The Owners confirm the email address at which electronic notices may be served is; gkeegan@clear.net.nz

It is agreed that notices sent by post shall be deemed to have been received three days from the date of postage. Any electronic notices sent by email shall not be considered received until the recipient has confirmed receipt of the email.

Dated: this ___ day of _____ 20__

Signed by The Owners _____

Signed by The Storer _____