ashburton storage facilities

119 Maronan Rd, Ashburton
T: 0274.36.26.36
E: info@asf.co.nz
www.asf.co.nz

SELF STORAGE LICENCE AGREEMENT

BETWEEN Braam Holdings Limited trading as **Ashburton Storage Facilities** (ASF)
AND The Customer described below ("the Customer")

Licence Agreement. ……
Tax Invoice GST No. 75-522-460

CUSTOMER DETAILS:

INDIVIDUAL

Name: .....
(first) (middle) (last)

Address: .....

.....

Date of Birth: ……

ID No:
Drivers Licence: ……..; or

Passport: ……

Phone Numbers

Home: …….. Business: ……..

Mobile: ……..

Email Address ……

COMPANY

Registered Name: .....

Incorporation Number: .....

Contact Person: .....

Position: .....

ALTERNATE CONTACT PERSON

Name: ……

Address: ……

Home: …….. Business ……Mobile ……..

BOOKING DETAILS

Private Customer ☐ or Business Customer ☐

Unit No: …… Unit Size:. ……..

Commencement Date: .....

Storage period from the Commencement Date to ……

Booked by: ……

.....

STORAGE COSTS: (including GST unless specified)
Other charges may be charged as per clause 2.4 (see over)

Storage fee	$.....
Bond (no GST content)	$.....
Administration fee	$.....
Padlock	$.....
Other:	$.....
TOTAL – initial payment payable prior to access to Unit	$.....

Total payable prior to access to Unit by:
Cheque ☐ Cash ☐

Fortnightly payments (see clause 2) of $.....
to be made by:

Automatic Payment ☐ Other ☐

PERSONS ALLOWED ACCESS (other than the Customer)
Note: Persons allowed access MUST bring the Customer's key to gain access to the Unit.

1. Name: .....
   Address: .....
   Relationship to Customer: .....
2. Name: .....
   Address: .....
   Relationship to Customer: .....

INSURANCE DETAILS:

Name of Insurance Company: ……..

Insurance Company advised on: ……
Date

Signed by Customer: .....

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, AND SIGN EVERY PAGE. BY SIGNING THIS LICENCE AGREEMENT YOU WILL BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

TERMS AND CONDITIONS OF LICENCE AGREEMENT FOR SELF-STORAGE UNITS

1. STORAGE

1.1 The Customer:

a. acknowledges that the only service ASF is providing to the Customer is a licence to use self-storage space allocated to the Customer ("the Unit") by ASF for the sole purpose of storing goods and that no other goods or services are provided by ASF

b. is deemed to have knowledge of the goods stored in the Unit;

c. Acknowledges that this Licence Agreement does not grant the Costumer a lease or any interest in the unit.

CJC-2009571-5-2-V2

1.2 Ashburton Storage Facilities(which term includes its directors, employees and agents):
   a. does not provide any service other than the Unit;
   b. does not and will not be deemed to have knowledge of the goods stored in the Unit;
   c. Is neither a Bailee nor a warehouseman of the goods and the Customer acknowledges that ASF does not take possession of the goods.

2. OUR CHARGES AND PAYMENT

2.1 Payment for the storage and charges is to be made in advance with the initial payment recorded on the front page of this Licence Agreement to be made on or before the Commencement Date and any subsequent paymentsto be made every fortnight after the Commencement Date.

2.2 Self-storage space is available on a weekly basis. Should a Customer require the self-storage space for part of a week the storage fee payable is for the full week.

2.3 The Customer will be charged a Bond. This Bond will be included in the initial payment to be paid by the Customer pursuant to clause 2.1.

2.4 The Customer may also be charged:
   a. an account fee, if the Customer asks ASF to send out a monthly invoice;
   b. an administration fee, if the storage period is less than one calendar month;
   c. an additional insurance premium if goods stored in the Unit are valued at more than $10,000 and approved in writing by ASF pursuant to clause 5.1;
   d. a dishonoured payment fee, for any payments made by the Customer that are dishonoured;
   e. a late payment fee, for any storage fees that are overdue;
   f. for any damage to the Unit caused by the Customer;
   g. a cleaning charge, if the Unit, in ASF's opinion, requires cleaning on termination of this Licence Agreement;
   h. an afterhours access fee, if you have required ASF to provide access to the Unit after hours;
   i. Reasonable costs, charges and expenses (including solicitor/client costs) incurred by ASF when these costs are associated with collecting or taking action to collect any moneys owed by the Customer to ASF.

2.5 We may increase the storage fees or any other fees or charges payable under this Licence Agreement at any time by giving the Customer not less than one calendar month's written notice.

3. DAMAGE

3.1 The Customer agrees to pay ASF, upon demand, the costs of repair of any damage caused to the property managed by ASF by the Customer or the Customer's agent or employees or by any goods stored in the Unit.

4. DEFAULT

4.1 If the Customer fails to pay any moneys owed to ASF or to comply with any obligation under this Licence Agreement, time being of the essence, the Customer shall be deemed to have committed an act of default.

4.2 In the event of default by the Customer, ASF may without prejudice to any other rights remedies or powers of ASF exercise one or more of the following rights:
   a. deny the Customer access to the Unit;
   b. Terminate this Licence Agreement pursuant to clause 9.1a.
   c. upon 10 days' notice in writing to the Customer;
      i. re-enter the Unit;
      ii. remove the goods from the Unit and sell the goods by private arrangement or public auction to defray any unpaid moneys; and/or
      iii. At ASF election take possession of and retain the goods to satisfy any obligation of the Customer under this Licence Agreement.

4.3 From the date of default until the date the default is remedied, the Customer shall pay ASF interest on all moneys payable to ASFunder this Licence Agreement at the rate of 20% per annum.

5. ACCESS TO AND CONDITIONS OF THE USE OF THE UNIT

5.1 The Customer:
   a. has the right of access to the Unit only during access hours as posted by ASF;
   b. is solely responsible for the securing of the Unit in a manner which is acceptable to ASF and acknowledge that ASF is not required to provide an alarm system;
   c. Must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, and perishable or that maycreate a risk to any property of any person. The storage of any type of food including but not limited to dried food or canned food and fertiliser is strictly forbidden;
   d. must not obstruct the entrance to any other self-storage space;
   e. must not create any nuisance to ASF or any customer of ASF;
   f. must not store goods valued at more than $10,000 in the Unit unless approved in writing by ASF;
   g. will use the Unit solely for the purpose of storage and must not carry on any business or other activity in the Unit;
   h. must maintain the Unit by ensuring it is clean and in state of good repair or a cleaning charge may be deducted from the Bond and/or an additional cleaning charge may be charged by ASF;
   i. ensure the goods are dry, clean and free from vermin and food scraps when placed in the Unit;
   j. must notify ASF in writing of the change of address of the Customer or the Alternate Contact Person;
   k. Grants ASF the entitlement to discuss any default by the Customer with the Alternate Contact Person.

5.2 ASF may refuse access to the Unit by the Customer where any moneys are owing by the Customer to ASF, whether or not a formal demand for payment has been made.

5.3 ASF reserves the right to relocate the Customer to another unit for the proper management of the self-storage facility.

6. RISK AND RESPONSIBILITY

6.1 If the Customer is using the Unit for the purpose of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("the CGA") are excluded.

6.2 If the CGA applies, the Customer acknowledges in accordance with clause 1.2 ASF is only providing a licence to use self-storage space allocated by ASF for the sole purpose of storing goods and that no other goods and services are provided by ASF. In particular,no other undertakings or commitments are given or undertaken by ASF whether in tort, contract or other legal principle.

6.3 a. The goods are stored at the Customer's sole risk and responsibility in all respects. The Customer must insure the goods for their full replacement value against all risk including without limitation theft, damage, deterioration, flood, fire, and leakage, and heat, seepage of any substance from another self-storage space, pests, or vermin.
   b. If the Customer fails to insure the goods in accordance with this clause, the Customer will keep ASF indemnified against all claims for any loss or damage to the Customer's goods and from all claims for loss, damage or injury that may result from the Customer's use of the self-storage space, or in the event of default, any act by ASF in relation to the goods.
   c. The Customer acknowledges that ASF is not responsible for any damage or loss caused by any act or omission of any otherCustomer or of ASF.
   d. The Customer acknowledges that ASF does not insure the goods nor accepts any risk or responsibility in respect of the goods.

6.4 The only person who can make deliveries and removals from the Unit is the Customer and persons allowed access identified on the front page of this Licence Agreement UNLESS the Customer gives instructions to ASF.

6.5 Unless specifically covered by insurance in accordance with clause 6.3, the Customer must not store goods:
   a. subject to clause 5.1f., valued at more than $10,000; or
   b. Which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, works of art and items of personal sentimental value.

6.6 The Customer agrees to indemnify ASF 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 the goods stored in the Unit resulting from or incidental to the use of the Unit by the Customer.

7. COMPLIANCE WITH LAWS

7.1 The Customer acknowledges and agrees to comply with all relevant laws applicable to the use of the Unit. This includes laws relating to the material which is stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Customer, and includes all costs resulting from such breach.

7.2 If ASF believes at any time, in its discretion, that the Customer is not complying with any law, ASF may take any action ASF believes to be necessary to so comply, including inspection under clause 8 and termination under clause 9. ASF may also immediately dispose of or remove the goods at the Customer's expense and submit the goods to any relevant authorities.

8. INSPECTION AND ENTRY BY ASHBURTON STORAGE FACILITIES.

8.1 Subject to clause 8.2, the Customer consents to inspection and entry of the Unit by ASF on 5 days written notice.

8.2 In the event of any emergency, that is, where ASF believes that laws are being broken, or where property, the environment or human life is, in the opinion of ASF, threatened, ASF may enter the Unit using all necessary force without the written consent of the Customer. ASF will endeavour to notify the Customer as soon as practicable. The Customer irrevocably consents to such entry.

9. TERMINATION

9.1 a. Either party may terminate this Licence Agreement by giving the other party not less than 10 days written notice or, in the event of ASFnot being able to contact the Customer, the Alternate Contact Person identified on the front of this Licence Agreement;
   b. In the event of illegal or environmentally harmful activities on the part of the Customer, ASF may terminate this Licence Agreement immediately without notice;
   c. ASF is entitled to retain the Bond or a portion of the Bond, if the required notice is not given by the Customer, or if on termination there are any outstanding charges or costs under clauses 2.4 or 3.1. Any remaining Bond shall be returned to the Customer upon the return of all keys and swipe cards and following a satisfactory final inspection of the unit by ASF;
   d. Upon termination, the Customer must remove all goods in the Unit and leave the Unit In a clean condition and in a good state of repair to the satisfaction of ASF on the date specified. The Customer must pay any outstanding moneys and any expenses on default or other moneys owed to ASF up to the date of termination, or clause 4.2 will apply. Any calculation of the outstanding moneys will be calculated by ASF and such calculation will be final.
   e. If ASF enters the Unit under clause 4.2 and there are no goods stored there, ASF may terminate this Licence Agreement immediately. ASF will send written notice to the Customer within 7 days of termination of this Licence Agreement.

10. NOTICE

10.1 The parties shall be deemed to have received a notice from the other if sent:

a. to the Customer's address, fax, or email recorded on the front page of this Licence Agreement;

b. To Ashburton Storage Facilities.119 Maronan Rd RD8. Ashburton Or email to info@asf.co.nz

11PPSA

11.1 The Costumer grants to ASF a registrable "security" interest (as that term is defined in the Personal property Securities Act 1999 (PPSA) in the goods as security for the satisfaction of the Costumer's obligation under this Licence Agreement.

11.2 The Customer agrees that section114 (1) (a), 116,120(2)121,125,127,129.131 and 133 of the PPSA shall not apply to this Licence Agreement or the security created hereunder.

11.3 The Customer waives the right to receive copy of any verification statement confirming registration of a financing statement as that term is defined in the PPSA

12 Assignment

12.1 The Customer may not assign the Customer's rights or obligations under this Licence Agreement.

13. Whole contract, Waiver

13.1 This Licence Agreement represents the entire terms of contract between the parties and supersedes all prior oral and written representations, agreements or understandings. No statements or representations by ASF or any employee or agents of ASF other than those expressly recorded in this Licence Agreement shall form part of the License agreement or create an obligation for ASF

13.2 No failure or delay by ASF to exercise its rights under this license Agreement will operate as a waiver of those rights.

13.3 Any variations or addition to this Licence Agreement must be in writing and signed by both parties.

13.4 The Customer acknowledges the Customer is advised to obtain legal advice before signing this Licence Agreement and has either done so or waived this right to do so.

14. Health and Safety

14.1 If applicable, the Customer shall comply with the Health and Safety at Work Act 2015 (Act) and all policies and requirements of ASF as notified to the Customer from time to time. The Customer shall take all steps reasonably practicable to ensure that any person in the Unit or on ASF's property is not harmed by any hazard arising in the Unit or on the property. The Customer shall notify ASF as soon as practicable of any such hazards identified by the Customer, its employees, agents, contractors or invitees.

Signatures: I/We agree to be bound by the attached term and conditions of the Licence Agreement

……	……..	……	……..
Customer's Signature	Date	Signed on behalf of Braam Holdings Limited trading as **Ashburton Storage Facilities (ASF**)	date