

TERMS OF LICENCE AGREEMENT

NATURE OF AGREEMENT

The Hirer Acknowledges that:

- 1.1 The only goods, or services provided by Wellsford Storage (“WS”) is a licence to the Hirer to use a lockup unit (“the Unit”) for the sole purpose of the storage of the Hirer's goods.
- 1.2 This agreement does not grant the Hirer a lease or any interest in the Unit.
- 1.3 The Hirer has full knowledge of the goods in the Unit but WS does not nor will be deemed to have any knowledge of the goods in the Unit.
- 1.4 WS is not a bailee or warehouseman of the goods and WS does not take possession of the goods.
- 1.5 The minimum period of hire is one calendar month unless otherwise agreed between the parties.

PAYMENTS REQUIRED

- 2.1 On signing this agreement the Hirer shall pay to WS
 - 2.1.1 The first month's hire charge, 2.1.2 The Bond.
 - 2.1.3 Any other amounts appearing in the Schedule.
- 2.2 While this Agreement is in Force:
 - 2.2.1 The Hirer shall pay the monthly hire charge in advance. [As the invoice constitutes a tax invoice, no invoice or statement will be sent unless one is specifically requested. WS reserves the right to require the Hirer to pay the monthly charges by either automatic bank payment or direct debit.
 - 2.2.2 WS may increase the hire charge by giving the Hirer one month's notice but the Hirer may cancel this Agreement if the increase is unacceptable by giving one weeks notice
 - 2.2.3 Even if this Agreement has been properly cancelled, the Hirer shall continue to be liable for the hire charges and any other amounts payable under this Agreement until the Hirer has removed all goods from the Unit and left it in an acceptable and clean condition.
 - 2.2.4 WS will refund in full the Bond via Direct Credit on cancellation of this Agreement unless WS is entitled to make deductions from the Bond pursuant to any other term of this Agreement.
- 2.3 If the Hirer is in arrears of the hire charges the Hirer shall pay to WS a late payment fee calculated at the rate of 10% of the hire charge until all the arrears have been paid and the Hirer shall also be liable for all legal and other expenses incurred by WS in taking steps to recover any arrears.
- 2.4 A service fee of \$25,00 is payable for each cheque of the Hirer dishonoured on presentment or any automatic bank payment reversals by the Hirer's bank.

FAILURE TO PAY

- 3.1 The Hirer acknowledges that:
 - 3.1.1 All time limits referred to in this Agreement must be complied with strictly.
 - 3.1.2 All goods in a Unit are subject to a general lien for all hire charges and Any other amounts owing by the Hirer
 - 3.1.3 If the hire charge is not paid within seven days of the due date for payment WS may break and enter the Unit and / or overlock the unit and take possession of any goods in the Unit.
 - 3.1.4 WS is entitled to discuss any default by the Hirer with the Alternative Contact Person.

3.2 If WS takes possession of any goods in the Unit it may, after giving seven days notice to the Hirer, do anyone or rnone of the following: 3.2,1 Sell the goods by private arrangement or public auction; and/or

3.2.2 Dispose of the goods in any other manner whether for value or not as WS sees fit.

3.3 If any money is recovered from the sale or disposal of the goods that money shall be applied as follows

3.3.1 First payment of costs associated with the sale or disposal of the goods including but without limitation any valuation legal or third party costs and expenses. 3.3.2 All Hire charges owed by the Hirer and 3.3.3 Any excess will be paid by the Hirer.

USE OF UNIT

4.1 The Hirer:

4.1.1 has the right of access to the Unit only during the hours advertised by WS

4.1.2 Is solely responsible for securing the Unit with one padlock only. WS will not hold any keys to the Unit.

4.1.3 Must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or attract Vermin and the Hirer shall keep the Unit free of litter in order to reduce risk of fire.

4.1.4 Will use the Unit solely for the purpose of storage and will not

carry on any business or other activity in the Unit .

4.1.5 Must keep the Unit clean and in a good state of repair.

4.1.6 Must not attach or affix anything to any part of the Unit without WS: consent.

4.1.7 Cannot assign or sublet the Unit or allow any other person to make use of it.

4.2 If the Hirer is in arrear's of any Hire charges or other amounts payable under this Agreement then WS may refuse the Hirer access to the Unit whether or not formal demand for payment has been made.

4.3 WS reserves the right to relocate the Hirer to another Unit for the proper management of the premises.

4.4 WS reserves the right to confirm the authority of all persons entering the premises and may refuse entry to any person not authorised, .WS accepts no responsibility or liability for the admission of persons not so authorised.

RISK AND RESPONSIBILITY

5.1 No oral statements made by WS, its agents or it's employees may form part of this agreement. No failure or delay by WS to exercise its rights under this Agreement will operate to reduce those rights.·

COMPLIANCE WITH LAWS

6.1 The Hirer shall comply with all relevant laws applicable to the use of the Unit and to the goods stored in the Unit. The Hirer shall be solely liable for any breach and all costs resulting from that breach,

6.2 If WS believes at any time that the Hirer is not complying with any law WS may take any action that WS believes to be necessary to ensure compliance. including inspection and cancellation under clauses 7.2 and 8.2.

CANCELLATION

7.1 Subject to any other term in this agreement, either party may cancel this Agreement after the first month on giving one week's notice in writing to the other. In the absence of acknowledgement by the Hirer, WS may (but shall not be required to) give notice to the Alternative Contact Person.

7.2 WS may cancel this agreement without notice if the Hirer breaches clauses 4.1.3 or 6.2 of this agreement.

7.3 Any notices required by this Agreement may be given by either party by:

7.4 If the Hirer is using the Unit for the purposes of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("the Act") are excluded.

7.5 If the Act applies the Hirer acknowledges in accordance with clause 1.1 that WS is only providing a licence to use the Unit provided by WS for the sole purpose of storing goods there and that no other goods and services are provided by WS. In particular, no other undertakings or commitments are given or undertaken by WS whether in tort, contract or other legal principle.

7.6 The provisions of the Act are not contracted out of by WS but because only a licence to occupy the Unit is provided by WS, whether or not the Act applies, the goods are stored at the sole risk and responsibility of the Hirer who is responsible for all loss, damage and deterioration of the goods, and bears the risk of all damage caused by flood, fire, water, subsidence, spillage of any material from any other Unit, removal or delivery of the goods, pest or vermin or any other reason whatsoever including ants or omissions of WS or persons under its control.

7.7 It shall be the responsibility of the Hirer to arrange insurance for the Hirer's goods, including theft, fire and water damage, Unless specifically covered by insurance the Hirer must not store any items which are irreplaceable and/or extremely valuable,

7.8 The Hirer agrees to indemnify WS from all claims in contract, tort or otherwise for any loss or damage to the property of, or personal injury to:

7.8.1 Third parties; and/or

7.8.2 The true Owner of the goods stored in the Unit resulting from or incidental to the use of the Unit by the Hirer.

7.9 The Hirer shall be liable to WS for making good any damage to the Unit caused by the Hirer or anyone acting through the Hirer, any other unit and any other part of the premises.

7.9b The Hirer agrees to indemnify WS. In respect of all costs and expenses reasonably incurred by WS arising from any claims, demands, actions or proceedings made or brought by any third party in relation to goods stored in the Unit.

WS may also immediately dispose of or remove the goods at the Hirer's expense and if appropriate submit the goods to the relevant authorities.

INSPECTION AND ENTRY BY WS

8.1 Subject to clause

8.2 the Hirer consents to inspection and entry of the Unit by WS on five, days written notice.

8.2 In the event of emergency WS may break and enter the Unit without the Consent of the Hirer. WS may remove or deal with the goods in the Unit in such manner as the emergency dictates and will notify the Hirer as soon as possible. The Hirer irrevocably consents to the provision of this clause.

8.3 WS may retain the Bond if required notice is not given by the Hirer..

8.4 On cancellation the Hirer 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 WS. The Hirer shall pay all outstanding monies due to WS in default of which WS may do all or any of the following:

8.4.1 Retain the bond

8.4.2 Invoke the provisions of clause 3.3 and/or

8.4.3 Sue the Hirer.

NOTICES

9.1.1 Facsimile which shall be deemed to have been received on the same day; or

9.1.2 By Email which shall be deemed to have been received on the same day or

9.1.3 By Post or Registered Post which shall be deemed to have been received on the day following the date of posting to the numbers or addresses appearing in the Schedule.

9.2 The Hirer Shall notify WS of the change of address of the Hirer or the Alternative Contact Person.

IMPORTANT NOTICE

WELLSFORD STORAGE
33 CENTENNIAL PARK RD
WELLSFORD
Ph: 09 4237577

Such items include, but are not limited to, the following:

- Aerosol cans
- Live animals
- Cleaning chemicals
- Live plants
- Firearms and/or ammunition
- Matches / candles / lighters
- Fuels / oils • Paints / varnishes
- Food (Including food stored in glass jars) • Paint thinners
- Insecticides • Perishable goods
- Liquid bleach • Propane
- Liquid
- Dangerous or hazardous
- Explosive
- Flammable
- Poisonous
- Corrosive
- Perishable
- Illegal
- Irreplaceable

You **MUST NOT** store anything in your Storage Unit that is:

What not to put in your Storage Unit

If you have any queries about prohibited items, please contact us for more information