



Easy Kiwi Storage

TERMS AND CONDITIONS

1. DEFINITIONS

- a. **“Owner”** refers to the Premises Owner as specified in this Agreement and its successors and assigns.
- b. **“Storer”** refers to the person named as the Customer in this Agreement and their successors and assigns.
- c. **“Alternate Contact Person”** means your agent or any third party who (a) enters your Space or the Premises at your request, or (b) whose entry is facilitated by your act including the provision of a key, access card or access code.
- d. **“Premises”** means the premises owned or controlled by the Owner, including the land, buildings, hardstand and any other structure on the land.
- e. **“Space”** means the storage unit(s) or other area(s) described in this Agreement, or the storage unit(s) or other area(s) transferred to with the Owner’s written consent during the Storage Period.
- f. **“Goods”** means any item you bring onto the Premises which is kept in your Space.
- g. **“Storage Fee”** means the monthly Storage Fee set out in this Agreement.
- h. **“Storage Period”** means the period of time set out in this Agreement, which may be shortened or extended by either Owner or Storer within the terms specified in this Agreement.
- i. **“Minimum Storage Period”** means one month commencing on the Move In Date.
- j. **“Monthly Payment Date”** means the monthly anniversary of the Move In Date.
- k. **“Move In Date”** means the commencement date specified in this Agreement.
- l. Re-Entry Period
- m. **“Agreement”** means this Storage Agreement and any other document or materials that form part of it.

2. STORAGE

- 2.1 The Owner grants the Storer a licence to store Goods in a Space on the terms and conditions set out in this Agreement for the Minimum Storage Period, and thereafter a month-by-month basis until terminated by either party in accordance with this Agreement (**Storage Period**).
- 2.2 The Owner reserves the right to relocate the Storer to another Space for the proper management of the premises by giving one month’s notice in writing to the Storer.
- 2.3 Space sizes are approximate. Space is not licenced by the square metre and the Storage Fee is not based on the square metre measurements. Ultimately, the Storer is responsible for determining whether the Space is appropriate and suitable for storing Goods, specifically considering the size, nature and condition of both the Space and Goods.
- 2.4 The Storer acknowledges that the Agreement does not grant the Storer a lease or any interest in the Space.



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3. RISK AND RESPONSIBILITY FOR GOODS

- 3.1 The Storer acknowledges that at all times they are entitled by law to deal with the Goods and that the Goods are (a) in the Storer's possession, control and responsibility; (b) to be secured by the Storer while in storage; and (c) stored at the sole risk and responsibility of the Storer who is responsible for all loss, damage and deterioration of the Goods, and bears the risk of all damage caused by flood, fire, water, pest or vermin, spillage of material from any other space, or removal or delivery of the Goods.
- 3.2 The Storer acknowledges that the Owner (a) is not a bailee or warehouseman of the Goods; (b) does not take possession of the Goods, (b) does not, and is not deemed to have, knowledge of the Goods.
- 3.3 The only person who can make deliveries and removals from the Space is the Storer UNLESS the Storer gives specific instructions to the Owner. The Storer must identify himself and name the person(s) authorised by the Storer to enter the Space.
- 3.4 The Storer agrees to indemnify the Owner from all claims in contract, tort or otherwise for (a) any loss of or damage to the Premises; and/or (b) personal injury to third parties or Goods stored in the Space resulting from or incidental to the use of the Space by the Storer.
- 3.5 The Storer acknowledges and agrees to comply with all relevant laws applicable to the use of the Space and includes laws relating to the material which is stored, and the manner in which it is stored. Liability for breach of such laws rests absolutely with the Storer and includes all costs resulting from such a breach.
- 3.6 Smoking is strictly prohibited and offenders will face immediate eviction.

4. PAYMENT

- 4.1 Upon signing the Agreement, the Storer must pay to the Owner:
 - 4.1.1 The deposit (which will be refunded on termination of this Agreement).
 - 4.1.2 Storage Fee equivalent to one month, being the Minimum Storage Period and therefore nonrefundable.
- 4.2 On or before each Monthly Payment Date, the Storer agrees to pay the Owner in advance the Storage Fee for the Space.
- 4.3 The Storer is also liable for the following: (a) a Cleaning Fee if required and at the Owners discretion; (b) any After-hours Call-out Fees incurred at the Storer's request; (c) any Late Payment Fees levied on overdue Fees; (d) any Collection Costs incurred by the Owner in collecting payment.
- 4.4 At any time after the Minimum Storage Period, the Owner may increase the Storage Fee by giving the Storer 14 days' notice in writing. If the increase is unacceptable, the Storer may terminate the Agreement by providing 7 days written notice.

5. ACCESS TO AND CONDITIONS OF USE OF THE SPACE

- 5.1 STORERS OBLIGATIONS:



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- 5.1.1 Has the right to access the Space only during access hours as posted by the Owner.
- 5.1.2 Is solely responsible for the securing of the Space in a manner which is acceptable to the Owner, and when entering or leaving will secure the external gates or doors of the premises outside access hours.
- 5.1.3 Must, at the Storer's cost, comply with all laws applying to Goods or the use of Space.
- 5.1.4 Must not store any Goods that are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or that are a risk to the Premises or any person.
- 5.1.5 Ensure the Goods are dry, clean, free from vermin and food scraps when placed in the Space.
- 5.1.6 The Storer shall not stack the following combustible materials beyond the specified heights as listed below:
 - 5.1.6.1 Category 3 Items are to be stacked only to a height of 2.1 metres and are as follows: foamed rubber and plastic products, foamed plastic packaging and containers, paper impregnated with bitumen and wax, rolled paper products stored vertically, rubber Goods natural or synthetic, wood pallets, wooden composite boards or sticks.
 - 5.1.6.2 Category 4 items are Items are to be stacked only to a height of 1.2 metres and are as follows: foamed polystyrene, foamed polyurethane, foamed rubber and foamed plastics in rolled sheets, off-cuts or random pieces.
- 5.1.7 Unless specifically covered by insurance, the Storer must not store items, which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value.
- 5.1.8 Will use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space.
- 5.1.9 Must maintain the Space by ensuring it is clean and in a state of good repair or a Cleaning Fee may be deducted from the deposit and/or an additional Cleaning Fee may be required.
- 5.1.10 Must not physically alter or damage the Space in any way (including the use of screws or nails) without the Owners consent. In the event of damage to the Space, the Owner is entitled to charge for the necessary repairs required.
- 5.1.11 Must notify the Owner immediately of any damage caused to the Premises or Space by the Storer or their assigns.
- 5.1.12 Cannot assign this Agreement.
- 5.1.13 Must notify the Owner in writing of the change of address and telephone number of the Storer or the Alternate Contact Person.
- 5.1.14 Grants the Owner entitlement to discuss any default by the Storer with the Alternate Contact Person.



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5.2 GRANTING ACCESS, INSPECTION AND ENTRY BY THE OWNER:

- 5.2.1 The Owner may refuse access to the Space by the Storer or their assigns if the Storer has not complied with any of their obligations under this Agreement.
- 5.2.2 The Storer consents to inspection and entry of the Space by the Owner with 5 days written notice.
- 5.2.3 If the Owner believes at any time in its discretion that the Storer is not complying with any law, the Owner may take any action the Owner believes to be necessary to so comply, including inspection and termination. The Owner may also immediately dispose of or remove the Goods at the Storer's expense and submit the Goods to the relevant authorities.
- 5.2.4 In the event of an emergency – that is where the Owner believes that laws are being broken, or where Premises, the environment or human life is, in the opinion of the Owner, threatened – the Owner may enter the Space using all necessary force without the written consent of the Storer. The Owner will notify the Storer as soon as practicable. The Storer irrevocably consents to such entry.

6. INSURANCE

6.1 The Storer **MUST INSURE THE GOODS** in its Space. The Storer is responsible for determining the replacement value of the Goods and the appropriate amount of insurance.

7. FAILURE TO PAY

7.1 The Storer acknowledges that:

- 7.1.1 All time limits imposed on the Storer by the agreement must be strictly complied with.
- 7.1.2 All Goods in the Space are subject to a general lien for all Storage Fees and any other amounts owing to the Owner by the Storer. In the event of the Storage Fee not being paid in full, the Owner may enter the space, retain the Deposit and/or take possession of any Goods in the Space and may, at the Owner's sole discretion, do any one or more of the following:
 - 7.1.2.1 Sell the Goods by private arrangement or public auction to defray any unpaid Storage Fee, Cleaning Fee, Late Payment Fee, or costs associated with collection for Fees and/or costs associated with disposal of the Goods; and/or
 - 7.1.2.2 Dispose of the Goods in any other manner, whether for value or not, as the Owner sees fit.
- 7.1.3 If any money is recovered from the sale or disposal of Goods, that money shall be used as follows:



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7.1.3.1 First, to pay the costs of and associated with the sale or disposal of the Goods;

7.1.3.2 Second, to pay for all Storage Fees and other fees owed to the Owner and any other costs incurred by the Owner in connection with re-entering the Space and selling or disposing of the Goods;

7.1.3.3 Third, any excess will be paid to the Storer.

8. TERMINATION

8.1 Either party may terminate this agreement by giving the other party 7 days written notice, or, in the event of the Owner not being able to contact the Storer, the Alternate Contact Person identified on the front of this agreement. The owner reserves the right to charge 7 days rental of the unit price, should the 7 days' notice not be given.

8.2 The Owner must provide 7 days written notice of the Storer's failure to comply with any obligations under this Agreement (Default Notice). Failure by the Storer to remedy the default within 7 days will result in immediate termination of the Agreement on the date set out in the Default Notice.

8.3 In the event of illegal or environmentally harmful activities on the part of the Storer the Owner may terminate the agreement immediately without notice.

8.4 The Owner is entitled to retain a portion of the rent if the required notice is not given by the Storer.

8.5 Upon termination the Storer must remove all Goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Owner on the date specified. The Storer must pay any outstanding moneys and any expenses on default or other moneys owed to the Owner up to the date of termination. Any calculation of the outstanding fees will be by the Owner and such calculation will be final.

8.6 In the event the Storer has more than one Space with the Owner, default on either space authorises the Owner to take default action against all Spaces occupied by the Storer.

9. NOTICE

9.1 Notices will usually be given in writing and emailed to Storer or Owner. In the event of not being able to contact the Storer, notice is deemed to have been given to the Storer if the Owner gives or makes reasonable attempts to give that notice by email, postage or delivery to the address of the Storer or to the Alternate Contact Person as identified in this Agreement.