

THIS AGREEMENT IS BETWEEN

RAIL SIDE SELF STORAGE (hereafter referred to as RSSS). 9 Spence street, Tokoroa

Contact: Reception 0800 555 757 option 1 or Accounts 0800 555 757 option 2

www.railside.org

AND THE HIRER BEING

Name: _____

Phone: _____ Address _____

Mobile: _____

E-mail: _____

Photo Identification Detail: _____

Alternative Contact Details:

Name _____

Phone: _____ Address _____

Mobile: _____

E-mail: _____

For the Hire of self storage unit (hereafter referred to as Unit) at the monthly rate of:

\$ _____ Tag/Key Bond\$ _____

SHED NUMBER: _____ Tag Number: _____

Payable in advance to bank Account of:

Rail Side Self Storage Ltd

BNZ

02-0440-0093773-000

Signed on behalf of RSSS

I the Hirer, agree to the terms above, and the
conditions on reverse.

Dated: _____

Dated: _____

P.T.O FOR TERMS AND CONDITIONS OF CONTRACT.

TERMS OF AGREEMENT

The hirer acknowledges that:

- 1.1 The only goods or services provided by RSSS is a license to the hirer to use a 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 RSSS does not nor will be deemed to have any knowledge of the goods in the unit. RSSS is not a bailee, nor a warehouseman of the goods and RSSS does not take possession of the goods.
- 1.4 The minimum period of hire is one calendar month unless otherwise agreed between the parties.

PAYMENTS REQUIRED

On signing this agreement the hirer shall pay to RSSS:

- 2.1.1 The first month's hire charge.
 - 2.1.2 The bond
 - 2.1.3 Any other amounts appearing in the schedule.
- While this agreement is in force:
- 2.2.1 The Hirer shall pay the monthly hire charges in advance. (No invoice or statement will be sent unless requested and it is recommended that the hirer arrange automatic bank payments)
 - 2.2.2 RSSS may increase the hire charge on giving the hirer one month's notice but the hirer may cancel this agreement if the increase is not acceptable

2.2.3 Even if notice has been given to cancel this agreement, the hirer shall continue to be liable for the hire charge and any other amounts payable under the agreement until the hirer has removed all goods from the unit, left it in an undamaged, clean condition and returned the access card.

2.2.4 RSSS will refund the bond in full on cancellation of this agreement unless RSSS is entitled to make deductions from the bond pursuant to any other term of this agreement.

If the Hirer is in arrears of the hire charge, the hirer shall pay to RSSS a late payment fee calculated at the rate of 20% of the hire charge or \$10.00 per week (whichever is the higher) until all arrears have been paid. The hirer shall also be liable for all legal and other expenses incurred by RSSS in taking steps to recover any arrears.

A service fee of \$25 is payable for each cheque dishonoured or any automatic bank payment reversals by hirer's bank.

FAILURE TO PAY

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 to RSSS by the hirer.
- 3.1.3 If the hire charge or other amounts payable under this agreement is not paid within seven days of the due date, RSSS may break and enter the unit and/or overlock the unit, refuse the hirer access and take possession of any goods in the unit, whether or not formal demand for payment has been made.
- 3.1.4 RSSS is entitled to discuss any default by the hirer with the alternate contact person.

If RSSS takes possession of any goods in the unit it may, after giving seven days notice to the hirer, do any one or more 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 manner, whether for value or not, as RSSS sees fit.

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

- 3.3.1 First in payment of all costs of and associated with, the sale or disposal of the goods.
- 3.3.2 Secondly, all hire charges and other moneys owed by the hirer to RSSS.
- 3.3.3 Any excess will be paid to the hirer.

USE OF UNIT

The hirer:

- 4.1.1 Is solely responsible for securing the unit with one padlock only. RSSS will not hold any keys to the unit
- 4.1.2 Must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or attract vermin. The Hirer shall keep the unit free of litter in order to reduce risk of fire.
- 4.1.3 Will use the unit solely for the purpose of storage and must not carry on any business or other activity in the unit.
- 4.1.4 Must keep the unit clean and in a good state of repair.
- 4.1.5 Must not attach or affix anything to any part of the unit without RSSS consent.
- 4.1.6 Will not assign or sublet the unit or allow another person to make use of it.

4.2 RSSS reserves the right to relocate the hirer to another unit for ease of management of the premises.

4.3 RSSS reserves the right to confirm the authority of all persons entering the premises and may refuse entry to any person not authorised. RSSS accepts no responsibility for the admission of persons not so authorised.

RISK AND RESPONSIBILITY

5.1 No oral statements made by RSSS or its employees form part of this agreement. No failure or delay by RSSS to exercise its rights under this agreement will reduce those rights.

5.2 If the Hirer is using the unit for the purposes of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1992 ("the Act") are excluded.

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

5.4 The provisions of the Act are not contracted out of by RSSS, but because only a license to occupy the unit is provided by RSSS, 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 flooding, fire, water, spillage of materials from any other unit, removal or delivery of the goods, pest or vermin or any other reason whatsoever including acts of omissions by RSSS or persons under its control.

5.5 It shall be the responsibility of the hirer to arrange insurance for the hirer's goods.

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

5.6.1 Third parties; and/or

5.6.2 The true owner of the goods stored in the unit resulting from or incidental to the use of the unit by the Hirer.

5.7 The Hirer shall be liable to RSSS for making good any damage to the unit, any other unit and any other part of the premises that is caused by the hirer or anyone acting for or through the hirer. A fee is payable if cleaning is necessary.

COMPLIANCE WITH LAW

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 breach.

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

7.1 Subject to clause 7.2 the Hirer consents to inspection and entry of the Unit by RSSS on five days written notice.

7.2 In the event of an emergency RSSS may break and enter the unit without the consent of the Hirer. RSSS may remove or deal with the goods in the unit in such a manner as the emergency dictates and will notify the Hirer as soon as possible. The Hirer irrevocably consents to the provisions of this clause.

CANCELLATION

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

8.2 RSSS may cancel this Agreement without notice if the Hirer breaches Clauses 4.1.3 or 6.2 of this Agreement

8.3 RSSS may retain the bond if the Hirer does not give the required notice.

8.4 On cancellation, the Hirer must remove all goods in the unit, return the access card and leave the unit in a clean condition and in a good state of repair to the satisfaction of RSSS. The Hirer shall pay all outstanding monies due to RSSS. In default of which RSSS may do all or any of the following:

- 8.4.1 Retain the bond
- 8.4.2 Invoke the provisions of Clause 3; and/or
- 8.4.3 Sue the Hirer.

NOTICE

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

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

9.1.2 By post or registered post which shall be deemed to have been received on the day following the day of posting to the numbers or addresses appearing on the contract.

The Hirer shall notify RSSS, in writing, of the change of address and contact details of the Hirer or the alternative contact person.