

## DEFINITIONS

### 0. In this Mobile Storage Agreement:

- (a) **ACP** means the Storer's alternative contact person, as specified in your Mobile Storage Agreement Schedule.
- (b) **Agreement** means these Mobile Storage Agreement Full Terms, your Mobile Storage Agreement Schedule and the Privacy Collection Statement.
- (c) **Cleaning Fee** means the cleaning fee specified in your Mobile Storage Agreement Schedule.
- (d) **Default Action** means any of the actions described in clauses 16(a)(iii) to (v).
- (e) **Deposit** means the deposit amount specified in your Mobile Storage Agreement Schedule.
- (f) **Facility** means the FO's storage facility location specified in your Mobile Storage Agreement Schedule.
- (g) **Facility Owner** or **FO** means the facility owner specified at the top of your Mobile Storage Agreement Schedule and includes its directors, employees and agents.
- (h) **Fees** means, collectively, the fees described in clause 14.
- (i) **Fixed Period** means the fixed storage period specified in your Mobile Storage Agreement Schedule, or, where no such period is specified, the fixed storage period is 30 days, commencing on the date of this Agreement
- (j) **Late Payment Fee** means the late payment fee specified in your Mobile Storage Agreement Schedule.
- (k) **No Show Fee** means the no show fee specified in your Mobile Storage Agreement Schedule.
- (l) **PPSA** means the Personal Property Securities Act 2009 (Cth) and any regulations or instruments made under it, as amended or replaced from time to time.
- (m) **Premises** means the Storer's premises to which the Storage Unit is to be delivered by the FO in accordance with this Agreement, as specified in your Mobile Storage Agreement Schedule.
- (n) **Refused Delivery Fee** means the refused delivery fee specified in your Mobile Storage Agreement Schedule.
- (o) **Storage Unit** means the mobile storage unit specified in your Mobile Storage Agreement Schedule (or any other mobile storage unit as may be subsequently allocated to the Storer by the FO during the Storage Period).
- (p) **Storage Fee** means the storage fee specified in your Mobile Storage Agreement Schedule.
- (q) **Storage Period** means the total storage period specified in your Mobile Storage Agreement Schedule.
- (r) **Storer** means the storer (which may be one or more persons, as applicable) specified in your Mobile Storage Agreement Schedule.
- (s) **Termination Notice Period** means the termination notice period specified in your Mobile Storage Agreement Schedule or, where no such period is specified, the termination notice period is 30 days.
- (t) **Transport Fee** means the FO's fee for transporting the Storage Unit, as specified in your Mobile Storage Agreement Schedule.

## STORAGE

### 1. The Storer:

- (a) may store its goods only in the Storage Unit;
- (b) is deemed to have knowledge of the goods in the Storage Unit;
- (c) warrants that they are the owner of the goods in the Storage Unit, and/or are entitled at law to deal with them in accordance with all aspects of this agreement as if owned by the Storer;
- (d) warrants that it will only use the Storage Unit for the purposes authorised under this agreement;
- (e) acknowledges that this agreement does not grant the Storer a lease of the Storage Unit;
- (f) acknowledges that the Storage Unit provided is approximately the size advertised but that due to building tolerances may vary slightly;
- (g) agrees that all time limits imposed on the Storer by this agreement must be complied with strictly; and

- (h) acknowledges and agrees that, if the Storer is comprised of more than one person, this agreement binds each of them jointly and severally.

### 2. The FO (which term includes its directors, employees, and agents):

- (a) does not (apart from delivery and, if applicable, collection of the Storage Unit) provide any service other than a licence to use the Storage Unit to store goods;
- (b) does not and will not be deemed to have knowledge of the goods in the Storage Unit;
- (c) is not a bailee nor a warehouseman of the goods stored in the Storage Unit and the Storer acknowledges that the FO does not take possession of or any responsibility for the goods stored in the Storage Unit (whether the Storage Unit is located at the Facility, the Premises or is in transit between the Facility and the Premises) except as provided in clauses 22 and 34(c).

## DELIVERY AND COLLECTION OF STORAGE UNIT

- 3. Upon signing this agreement, the Storer may make written requests to the FO for the Storage Unit to be delivered to, and collected from, the Premises, at the Storer's expense and at times agreed between the parties. The Storer will pay the Transport Fee for each delivery and each collection of the Storage Unit.
- 4. The Storer, or the Storer's nominated agent, is required to be present at the Premises at the agreed times for both delivery and collection of the Storage Unit and any failure to do so will incur a No Show Fee in respect of each such failure. If the FO is unable to deliver or collect the Storage Unit at any agreed time, the FO will notify the Storer but the FO will not be liable for any loss or damage incurred by the Storer resulting from any delay in delivery or collection by the FO.
- 5. Upon delivery of the Storage Unit to the Premises, the Storer must give the FO a written acceptance of the Storage Unit which acknowledges the condition of the Storage Unit at the time of delivery. If the Storer fails to do so, the Storer may incur a Refused Delivery Fee in accordance with clause 13(f).

## OWNERSHIP AND LOCATION OF STORAGE UNIT

- 6. The FO retains full rights in, and title to, the Storage Unit and the Storer does not acquire any proprietary rights in respect of the Storage Unit, notwithstanding:
  - (a) the delivery of the Storage Unit to the Premises;
  - (b) the use of the Storage Unit by the Storer; or
  - (c) any temporary attachment of the Storage Unit to any land or buildings to facilitate the use of the Storage Unit by the Storer.
- 7. If, following delivery of the Storage Unit to the Premises, the Storage Unit has become attached to any land or buildings in a manner that the FO reasonably considers has, or may, prejudice or jeopardise the FO's right in, or title to, the Storage Unit, the Storer must promptly (at its own cost) take such action as the FO reasonably requires to preserve the FO's rights in, or title to, the Storage Unit.
- 8. Without limiting clause 6, the Storer acknowledges and agrees that it must not, under any circumstances, attempt to sell, assign, sublet, lend, pledge, mortgage, grant a security interest in, allow a lien over, or allow any other form of encumbrance to arise in respect of, the Storage Unit.
- 9. The Storer must (at its cost) do all things reasonably requested by the FO to make it clear that the FO is the owner of the Storage Unit. The Storer must not place, or allow to be placed, any name plates or other markings on the Storage Unit that are inconsistent with the FO's ownership. The Storer must not, remove, alter or deface any existing name plate, identification number, trade mark or any other identifying mark or number on the Storage Unit without the FO's express prior written consent.
- 10. The Storer must notify any third party attempting to seize possession of the Storage Unit of the FO's ownership and must give immediate written notice to the FO of such seizure or attempted seizure.
- 11. Except during transit between the Facility and the Premises, the Storage Unit must be located at either the Facility or the Premises at all times during the Storage Period. Following delivery of the Storage Unit to the Premises, the Storer must not move or remove the Storage Unit from the Premises without the FO's express prior written consent.

## COSTS

### 12. Upon signing this agreement, the Storer must pay to the FO:

- (a) the Deposit if applicable (which will be refunded on termination of this agreement less any deductions authorised by this agreement);

and

- (b) any other Fees specified in the Schedule as being payable on signing of this agreement, using a payment method accepted by the FO.

**13. The Storer must pay, using a payment method accepted by the FO:**

- (a) the Storage Fee which is payable monthly (or as otherwise agreed) in advance. It is the Storer's responsibility to see that payment is made directly to the FO, on time and in full, throughout the Storage Period. The FO may not always invoice for monthly fees so it is the Storer's responsibility to ensure that it meets the payment obligation on time and in full throughout the Storage Period.
- (i) The FO may increase the Storage Fee any time after expiry of the Storage Period. The FO will give the Storer 28 days' written notice of any increase. If the Storer objects to the increase, the Storer may, before the expiration of that 28 day period, terminate this agreement and clear out the Storage Unit and arrange for collection of the Storage Unit by the FO by giving no less than 24 hours' notice to the FO (i.e. instead of the usual notice period required under clause 36 for the Storer to terminate this agreement).
- (ii) Any Storage Fees paid by direct deposit/direct credit (Direct Payment) will not be credited to the Storer's account with the FO unless the Storer identifies its Direct Payment clearly and as reasonably directed by the FO.
- (b) the Cleaning Fee is payable at the FO's discretion if the Storage Unit requires cleaning;
- (c) the Transport Fee, payable upon completion of each delivery of the Storage Unit to the Premises or each collection of the Storage Unit from the Premises;
- (d) the Late Payment Fee or fees which become payable each time a Storage Payment is late;
- (e) a No Show Fee, payable on each of the following occurrences:
- (i) each time the Storer, or the Storer's nominated agent (if applicable), fails to be present at the Premises at the agreed time for delivery or collection of the Storage Unit; and
- (ii) each time the Storer, or the Storer's nominated agent (if applicable) fails to be present at the place and time specified in a notice issued by the Storer under clause 14(a);
- (f) a Refused Delivery Fee, payable if the Storer fails to accept delivery of the Storage Unit in accordance with clause 5, provided that such failure is not reasonably attributable to any breach of this agreement or any applicable law by the FO;
- (g) any other fees specified in the "Storage Costs" section of the Schedule; and
- (h) any reasonable internal or external costs and disbursements incurred by the FO in collecting late or unpaid Storage Fees, paying emergency or security service call-out fees where triggered by the acts or omissions of the Storer or any third party who enters the Storage Unit (or the Facility) at the request or direction of the Storer, or in enforcing this agreement in any way (including all reasonably incurred legal costs).

## ACCESS TO AND CONDITIONS OF USE OF THE STORAGE UNIT

**14. The Storer:**

- (a) must, unless a shorter notice period is agreed to by the FO in its sole discretion, give the FO not less than 5 working days' written notice if the Storer:
- (i) requires access to the Storage Unit while it is located at the Facility; or
- (ii) requires the Storage Unit to be delivered to, or collected from, the Premises.
- Failure by the Storer to be present at the Facility or the Premises (whichever is applicable) at the applicable time after giving such notice to the FO will incur a No Show Fee;
- (b) acknowledges that, if the Storer is comprised of more than one person, each person comprising the Storer (or in the case of a Storer who is an entity, each person acting with the actual or apparent

- authority of the Storer) may, subject to the provisions of this agreement, access and use the Storage Unit;
- (c) while the Storage Unit is located at the facility, may access the Storage Unit in accordance with the notice period in 5(a) and during the access hours notified by the FO from time to time;
- (d) is solely responsible for securing the Space in a manner acceptable to the FO;
- (e) will not store any goods that are hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
- (f) unless the Storer has received the prior written approval of the FO, will use the Storage Unit solely for the purpose of storage and must not carry on any business or other activity in the Storage Unit including, but not limited to, residing, loitering or dwelling in the Storage Unit;
- (g) will maintain the Storage Unit by ensuring it is clean and in a state of good repair. If the Storer does not, the FO may deduct (at the FO's reasonable discretion) the Cleaning Fee from the Deposit and/or charge an additional Cleaning Fee;
- (h) is responsible for any damage to the Storage Unit caused while it is located on the Premises (excluding normal wear and tear or any damage caused by the FO). The Storer must notify the FO in writing as soon as reasonably practicable (and not more than 48 hours) after becoming aware of any damage to the Storage Unit which exceeds normal wear and tear;
- (i) must only use the Storage Unit in the manner specified by the FO and in accordance with recognised methods and standards for storage units of that type and not use it, or allow it to be used, in any way that would breach any applicable law or harm other persons or property. The Storer must also comply with all instructions and/or recommendations of the FO and the manufacturer regarding the use of the Storage Unit;
- (j) will ensure the goods stored in the Storage Unit are dry, clean and free from vermin and food scraps and are not mouldy when placed in the Storage Unit;
- (k) may not physically alter or damage the Storage Unit in any way or attach, affix or construct anything on or to the Storage Unit (including by using nails or screws) or secure the Storage Unit to the Premises without the FO's prior written consent. It is the Storer's responsibility to ensure that doing so will not breach any relevant law or the rights of any third party and the Storer must not direct the FO to deliver the Storage Unit to a location where doing so would be a breach of this clause. If the Storage Unit is damaged, the FO may charge the Storer for any repairs and redecoration, and may deduct repair charges from the Deposit;
- (l) cannot assign this agreement or let any other person store goods in the Storage Unit;
- (m) will notify the FO in writing of any change to the ACP or any change of contact details of the Storer or the ACP within 48 hours of the change;
- (n) grants the FO consent to discuss any default by the Storer with the ACP and to provide any information it holds regarding the Storer or the Storer's location to the FO. Further, the Storer acknowledges that where the FO reasonably believes that the Storer is unwilling or unable to remove its goods from the Storage Unit when required to do so under this agreement, the FO may allow the ACP to remove the Storer's goods on such terms as agreed between the FO and the ACP (without the need for further consent from the Storer);
- (o) agrees to comply with all Facility rules and health and safety or other notices in respect of the Facility;
- (p) is solely responsible for securing the Storage Unit from unauthorised entry (in a manner acceptable to the FO). The Storer is not permitted to apply a padlock or other device to the Storage Unit in the FO's overlocking position and the FO may have any such padlock or device forcefully cut off at the Storer's expense. While the FO will not be responsible for securing any unlocked Storage Unit, if the Storer fails to secure the Storage Unit, the FO may secure the Storage Unit at its discretion (including applying a padlock or other device to the Storage Unit

at the Storer's expense) but in doing so the Storer agrees that the FO does not assume responsibility for the goods stored.

15. Without limiting any other provision of this agreement, the Storer agrees that:
- the Storage Unit will not be deemed a fixture under any circumstances;
  - the FO is entitled to enter onto the Premises to remove the Storage Unit in accordance with the provisions of this agreement and will not be liable in respect of any loss or damage arising from, or in connection with, such entry onto the Premises and/or the removal of the Storage Unit; and
  - prior to granting any form of security over the Premises to any third party lender, the Storer must, without the need for any request to be made by the FO, obtain a written acknowledgment from such lender that:
    - the Storage Unit is not a fixture in relation to the Premises;
    - the lender will not make any claim in relation to the Storage Unit;
    - in the event of any default by the Storer under any borrowings from the lender, the lender will permit the FO to enter the Premises and remove the Storage Unit.
16. The FO may refuse access to the Storage Unit by the Storer where any money is owing by the Storer to the FO, whether or not a formal demand for payment has been made. The FO may also refuse or limit access to the Storage Unit or the Facility where required by law or where the FO considers this to be reasonably necessary following a natural disaster and/or other issue with the Storage Unit or the Facility as set out in clause 49. The FO will not be liable for any loss or damage suffered by the Storer resulting from any inability to access the Storage Unit and/or the Facility as a result of such refusal.
17. The FO reserves the right to provide the Storer with another storage unit (of the same or similar dimensions) and require the Storer to relocate its goods to the replacement storage unit if the FO, acting reasonably, deems it is necessary to do so for the proper operation and management of its business and/or the Facility. If this occurs then that new storage unit will be the Storage Unit for all purposes under this agreement.
18. If the Storage Unit is at the Facility, any items left unattended in common areas or outside the Storage Unit at any time may, at the FO's reasonable discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.
19. The Storer acknowledges in accordance with clauses 1(e), 2(a) and 14(f) that the FO is only providing a licence to use the Storage Unit provided by the FO for the sole purpose of storing goods. The Storer acknowledges that the Storer has been given the opportunity to assess for itself the suitability of the Storage Unit, and that the Storer is solely responsible for determining whether the Storage Unit is suitable for storing the Storer's goods, having specific consideration for the size, nature and condition of the Storage Unit and the goods to be stored.
20. Upon termination of this agreement and unless otherwise agreed in writing by the parties, the Storer must return the Storage Unit in substantially the same condition as it was when provided by the FO (reasonable wear and tear excepted). The Storer is responsible for the cost of any repairs to the Storage Unit (if deemed necessary by the FO) and the FO may apply the Deposit towards such costs, provided that where, in the FO's reasonable opinion, the damage caused to the Storage Unit is major and causes the Storage Unit to be unsafe and/or unsuitable for continued use, the FO may issue a written demand to the Storer for an amount equivalent to the replacement value of the Storage Unit, as calculated by the FO and allowing for the age of the Storage Unit, and such demand is payable by the Storer immediately after the expiry of 14 days following issue of the demand.

## FO LIABILITY

21. If the Storer is using the Storage Unit for the purposes of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("the Act") are excluded.
22. If the Act applies, the FO's services come with non-excludable guarantees, including that they will be provided with reasonable care and skill. Except to the extent of those non-excludable guarantees, the goods are stored at the sole risk and responsibility of the Storer who is responsible (subject to FO negligence) for any and all theft, loss, damage to, and deterioration of the goods, and shall bear the risk of any and all damage to goods stored in the Storage Unit caused by flood, fire, leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the goods, dampness, mould, pest or vermin or any other reason.
23. No failure or delay by the FO to exercise its rights under this agreement will operate to reduce those rights.

24. This agreement constitutes the entire agreement between the FO and the Storer and supersedes and extinguishes all previous discussions, correspondence, negotiations, agreements, assurances, warranties, representations and understandings between them (both written or oral).

## STORER RISK AND RESPONSIBILITY

25. The Storer warrants that it will not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art, or items of personal sentimental value or that are worth more than NZ \$2,000 (in aggregate) unless specifically itemised and covered specifically by insurance for the duration of storage.
26. Except to the extent of any negligence by the FO, the Storer is responsible for any liability, claim, loss, damage or injury to the Storer, the FO, the Storage Unit or the Facility, third parties, and/or the true owner of the goods stored in the Storage Unit, caused by the Storer or resulting from or incidental to the use of the Storage Unit by the Storer (including but not limited to the Storer or their agent's actions, any use for which the FO has given prior written approval, storage of goods in the Storage Unit, the goods themselves, any unauthorised use of the Storage Unit and/or accessing the Facility).
27. The Storer is responsible (and must pay) for loss or damage caused by a third party who enters the Storage Unit (or the Facility) at the request or direction of the Storer or who otherwise accesses the Facility using the Storer's access code, card or other technology or device (Access Credentials). The Storer is not responsible for loss or damage caused by the Access Credentials after it notifies the FO of the loss or theft of the Access Credentials.
28. If the FO enforces its rights under clause 27 and the loss or damage is caused by a third party outside the Storer's control, the Storer may notify the FO of this and the FO will then assess the merits of the Storer's claim to determine where liability should reasonably lie.

## COMPLIANCE WITH LAWS

29. The Storer will comply with all relevant laws applicable to the use of the Storage Unit. This includes laws relating to the goods which are stored, the manner in which they are stored, and the safe and lawful use of the Storage Unit. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from such breach. If any additional or other equipment, appliance, part, instrument, accessory, replacement or alteration is required in order for the Storage Unit to comply with applicable laws, regulations, requirements or rules, the Storer agrees to acquire, incorporate, install, attach or make such addition, equipment, appliance, part, instrument, accessory, replacement or alteration upon becoming aware of the requirement to do so, subject to obtaining the FO's express prior written consent, or upon demand by the FO. Any such addition, equipment, appliance, part, instrument, accessory, replacement or alteration will be at the FO's cost and, unless otherwise agreed by the FO in writing, will be deemed to be part of the Storage Unit (and so the FO's property) without the need for any further act by either party.
30. If the FO believes at any time that the Storer is not complying with clause 29, the FO may (in its reasonable discretion):
- take any action the FO believes necessary to ensure compliance, including inspection of the Storage Unit under clause 31 and/or termination under clause 36(b);
  - enter the Storage Unit, and immediately dispose of or remove the goods in the Storage Unit at the Storer's expense; and/or
  - contact, cooperate with and/or submit the goods to the relevant authorities.

The Storer agrees that the FO can take any such action at any time even though the FO could have acted earlier.

## INSPECTION AND ENTRY BY THE FO

31. The Storer consents to inspection and entry of the Storage Unit by the FO on 14 days' written notice.
32. In the event of an emergency, the FO may enter the Storage Unit using all necessary force without the prior written consent of the Storer. The FO will notify the Storer as soon as practicable of such entry. The Storer irrevocably consents to such entry. For the avoidance of doubt, an emergency includes but is not limited to where the FO believes that clause 14(e) or clause 29 is being breached, or where property, the environment or human or animal life or safety is, in the opinion of the FO, threatened, or to allow access, inspection or seizure by relevant authorities.

33. The Storer agrees that where the FO reasonably suspects that clause 14(e) or clause 29 is being breached, that damage has been caused to the Storage Unit, or where required by its insurance policy or other binding requirement, the FO may use a microprobe or other CCTV camera to view the inside of the Storage Unit. Any footage obtained which evidences a breach of this agreement or the law may be relied upon by the FO to take any action authorised under this agreement, including terminating this agreement and/or cooperating with law enforcement agencies and other authorities.

## DEFAULT

34. The Storer acknowledges and agrees that:

- (a) All goods in the Storage Unit are subject to a general lien for all Storage Fees and any other amounts owing to the FO by the Storer. This lien is also a security interest under the Personal Property Securities Act 1999 (PPSA).
- (b) If the Storage Fee or any other sum owing by the Storer under this agreement is not paid either in full either within 42 days of the due date or on the date this agreement is terminated under clause 36, the FO may take Default Action under clause 34(c). For the avoidance of doubt, the FO may take Default Action without terminating this agreement.
- (c) Where the FO is permitted under this agreement to take Default Action, the FO may, in its sole discretion, do any one or more of the following (each a Default Action): retain the Deposit, enter the Storage Unit, by force if necessary, take possession of any goods in the Storage Unit, and do any one or more of the following:
  - (i) sell the goods in one or more lots by private arrangement or public auction to offset any unpaid Storage Fee, Cleaning Fee, Late Payment Fee, Transport Fee, No Show Fee, Refused Delivery Fee or costs associated with collection of Fees and/or disposal of the goods; and/or
  - (ii) dispose of the goods in any manner as the FO sees fit, whether for value or not, if the goods are unsaleable, remain unsold after being offered for sale, pose a health and safety risk, or are of insufficient value to warrant a formal sale process; and/or
  - (iii) if the FO believes in its reasonable opinion that it is a health and safety risk to conduct an inventory of the goods in the Storage Unit, the FO may decide to dispose of some or all of the goods without conducting an inventory.

The FO will give 10 working days' notice to the Storer before selling or otherwise disposing of goods under this clause 34(c) to allow the Storer a reasonable period for the Storer to rectify its default.

- (d) If any money is recovered by the FO from selling goods under clause 34(c), that money shall be used as follows:
  - (i) first, to pay the costs of and associated with the sale or disposal of the goods;
  - (ii) second, (subject to any rights under the PPSA) to pay all Storage Fees and other fees, costs or disbursements owed to the FO and any other costs incurred by the FO in connection with re-entering the Storage Unit and selling or disposing of the goods;
  - (iii) third, any excess will be sent to the Storer.

For the purposes of the PPSA, the FO is deemed to be in possession of the goods stored in the Storage Unit from the moment the FO exercises its rights to access the Storage Unit under clause 30(b) or clause 34(c).

35. If the Storer is in breach of this agreement and the FO enters the Storage Unit for any reason and no goods are stored there, the FO may terminate this agreement immediately. The FO will send written notice to the Storer confirming the termination within 7 days of such entry.

## TERMINATION

36. This agreement may be terminated:

- (a) by either party after the Storage Period has ended on written notice as specified on the front page to the other party, or, if the FO cannot contact the Storer, to the ACP. If

the number of days' written notice is not specified then on 14 days' notice; or

- (b) by the FO immediately without notice if:
  - (i) the Storer breaches clause 12, 13, 14 or 29; or
  - (ii) the FO reasonably determines that any of the activities of the Storer or any third party who enters the Storage Unit (or the Facility) at the request or direction of the Storer are otherwise illegal, environmentally harmful, antisocial, threatening or offensive; or
- (c) in accordance with clause 49(c)(iii) and clause 52 below.

37. If the Storer does not give the notice required to terminate under clause 36(a), the FO may deduct Storage Fees for the notice period from the Deposit.

38. On termination the Storer will:

- (a) remove all goods in the Storage Unit by the date specified by the FO and leave the Storage Unit in a clean condition and good state of repair to the reasonable satisfaction of the FO; and
- (b) pay any outstanding moneys and expenses on default calculated by the FO as being owed to the FO up to the date of termination.

If the Storer does not comply the FO may take one or more Default Actions under clause 34.

39. If the FO reasonably believes that the Storer will not carry out its obligations under clause 38(a), or the Storer does not respond in a reasonable period to notices sent by the FO, the FO may, but is not obliged to, permit the ACP to access the Storage Unit to carry out the Storer's obligations under clause 38(a) and the Storer irrevocably authorises the FO and the ACP to take this action.

40. Liability for outstanding money, property damage, environmental damage and legal responsibility under this agreement continues to run beyond the termination of this agreement.

## NOTICE

41. Notices under this agreement may be sent electronically, by text message to the Storer's mobile number and/or by email to the Storer's email address, as specified in the Schedule. Any such notice is deemed to have been given to the Storer on sending by the FO to the nominated mobile number or email address. Notices given by the Storer to the FO must be actually received by the FO to be valid. Where the Storer has indicated in the Schedule that they do not want to receive notices electronically, the FO will send any notices required under this agreement to the relevant address specified in the Schedule or as otherwise notified by the Storer to the FO in writing or by telephone.
42. If the FO is not able to contact the Storer, notice is deemed to have been given to the Storer if the FO has sent notice to the Storer's last notified address or via any other contact method, including by text or email to the Storer or the ACP.
43. If there is more than one Storer, notice to or by any single Storer is agreed to be sufficient for the purposes of any notice requirement under this agreement.

## PRIVACY

44. The FO will deal with information about the Storer in accordance with its then current Privacy Policy, including that:

- (a) the FO may collect information about the Storer, including the Storer's Personal Information (as defined in the Privacy Act 2020), to assist in the provision of storage to the Storer, maintaining the Storer's account, marketing to the Storer, enforcing the agreement, or in any other way permitted by the FO's Privacy Policy.
- (b) the FO may **disclose or search** for any information about the Storer, including the Storer's Personal Information, to the FO's employees, related companies, contractors and third parties who provide services or specific functions to the FO, Government departments, law enforcement agencies, including the police, any person who can demonstrate to the reasonable satisfaction of the FO a legal or equitable interest in the goods stored, liquidators, administrators or other persons appointed to administer the Storer's financial affairs, debt collection or identity verification services or credit reporting agencies, storers or third parties who reasonably believe that you have caused damage or

injury to that Storer or third party, the ACP, StorerCheck, agents for any of the above; and

- (c) the FO may **send** the Storer's information overseas, as some of the persons listed in clause 44(b) above and/or the FO's data storage providers may be located, operate, or hold data outside of New Zealand. The FO will only transfer the Storer's Personal Information to a recipient that is obliged to protect the Personal Information with comparable safeguards to those contained in the Privacy Act 2020, or otherwise the FO will obtain the Storer's express consent to transfer or store the Personal Information.

**45. The Storer warrants that the Storer:**

- (a) has the right to disclose information to the FO about the ACP (including Personal Information) and that the FO may use this information as it would Personal Information collected about the Storer;
- (b) has informed the ACP that the Storer has made the disclosures referred to in clause 45(a).
- 46.** The parties acknowledge and agree that the ACP may access and correct the information held by the FO in the same manner the Storer may correct its Personal Information.

**GOODS HANDLING EQUIPMENT**

- 47.** The Facility may have forklifts, walking stackers and other light goods handling equipment available to assist customers to access and/or manage their storage units. The equipment may only be used by the Storer (and no other person on the Storer's behalf) if:
- (a) the Storer is experienced with the particular equipment, and the Storer both knows how to use it safely, and will use it safely; and
- (b) the Storer complies with all applicable health and safety instructions and directions for use of the equipment.
- 48.** The Storer warrants that the Storer will only use goods handling equipment in compliance with the previous clause, that the Storer will not allow any person on the Storer's behalf to use the equipment, and that the Storer will take responsibility for any damage caused to the equipment, the Facility, the Storage Unit, any property in the Storage Unit or Facility, and/or for injury arising from use of the equipment by the Storer.

**NATURAL DISASTERS & OTHER ISSUES WITH THE STORAGE UNIT OR FACILITY**

- 49.** If there has been a fire, flood, earthquake, or another issue adversely affecting the access or use for storage purposes of the Storage Unit or all or part of the Premises or Facility (if the Storage Unit is located at the Facility), the following apply:
- (a) the Storer must comply with all reasonable directions of the FO and its employees and agents, and all directions of civil

defence officials and other government departments, bodies or officials;

- (b) the Storer agrees to attend the Storage Unit at any reasonable time specified by the FO, and (if required by the FO) the Storer will inspect the goods in the Storage Unit for damage and/or clear out the Storage Unit as soon as possible and within any period reasonably specified by the FO;
- (c) the FO and its employees and agents may take all actions reasonably necessary or desirable, including any or all of the following:
- (i) complying with the directions of civil defence officials and other government departments, bodies or officials, and the FO's insurer;
- (ii) suspend this agreement and the parties' obligations under it for up to 30 days to allow the FO to assess and remedy any damage (and no Storage Fees will be payable during the suspension);
- (iii) terminate this agreement on giving any reasonable notice (including with immediate effect); and
- (iv) if it is reasonably able to do so, offer the Storer an alternative Storage Unit or other space elsewhere in the Facility.

**VARIATION**

- 50.** The FO may amend or update this agreement by written notice to the Storer.
- 51.** The FO will provide reasonable notice (of at least 28 days) of any amendment or update to this agreement. Any amendment or update of this agreement made by the FO will take effect on the date notified by the FO, but the Storer may terminate under clause 52 without penalty.
- 52.** If the Storer does not agree with or accept any update or amendment to this agreement, the Storer may terminate this agreement before the expiration of the notice period provided by the FO under clause 51 without penalty by moving out and giving no less than 24 hours' notice to the FO (i.e. instead of the usual notice period required under clause 36 for the Storer to terminate this agreement).
- 53.** For the avoidance of doubt, clauses 38 to 40 also apply if the Storer terminates this agreement under clause 52.
- 54.** Any relevant Storage Fees already paid in advance by the Storer shall be refunded pro-rata to the Storer on termination of this agreement.

**THIS AGREEMENT IS PROPERTY OF THE SELF STORAGE ASSOCIATION OF AUSTRALASIA.  
ALL UNAUTHORISED USE WILL BE PROSECUTED.**