

# CONTAIN YOURSELF STORAGE

## TERMS & CONDITIONS

### 1 DEFINITIONS

- 1.1 'Agreement' the Order and these terms & conditions.
- 1.2 'Commencement Date' means the date specified in the Order for the commencement of the hire of the Equipment.
- 1.3 'Equipment' means the Self-Storage Unit and any other equipment loaned or hired to the Hirer by CYS whether specified in the Order or not.
- 1.4 'Hirer' is the person/persons (to include successors or personal representatives), company or firm specified in the Order.
- 1.5 'Opening Hours' means individual access anytime with gate code.
- 1.6 'Order' means the order by the Hirer for the Equipment under the terms of this Agreement.
- 1.7 'Period of Hire' means the period commencing on the Commencement Date and terminating on the Termination Date. Both first day and last day are included in the Period of Hire.
- 1.8 'Self-Storage Unit' means a container (including lock and fittings) hired by the Hirer for the purpose of storage of goods or chattels.
- 1.9 'Site' means the container self-store depot based at 55-57 Miro St, Taupo.
- 1.10 CYS is Contain Yourself Storage.
- 1.11 'Termination Date' means the date specified in the Order provided the keys are returned to CYS and Equipment is completely emptied of the goods or chattels of the Hirer, including rubbish or if a date is not specified in the Order, the actual date the keys are returned to CYS and the Equipment is completely emptied of the goods or chattels of the Hirer, including rubbish.

### 2 DELIVERY

- 2.1 CYS agrees to make available to the Hirer for use by the Hirer alone the Equipment as specified in the Order, upon the terms of this Agreement. CYS will ensure that there is suitable and unrestricted access to the Equipment so that the Hirer may enter into the Site where the Equipment is located.

### 3 PERIOD OF HIRE

This Agreement shall commence on the Commencement Date and, unless terminated in accordance with the provision of Clause 13, shall terminate on the Termination Date.

### 4 RENTAL AND PAYMENT TERMS

- 4.1 Unless otherwise agreed with CYS, the Equipment shall be hired out for a minimum period of FOUR WEEKS. If the agreed Period of Hire is less than four weeks, the rent shall be payable for the total Period of Hire, in advance. Otherwise, in any other case where the Period of Hire is longer than four weeks, the Hirer shall pay rent, four weekly, in advance.
- 4.2 Payment is calculated every calendar month.

- 4.3 If this Agreement is terminated at any time within the Period of Hire in accordance with Clause 13.1, the Hirer will be entitled to a refund of part of the rent paid for each complete seven day week that the Equipment is not in use from the Termination Date. The Hirer shall not be entitled to a refund of rent paid if the Agreement is terminated by CYS in accordance with Clause 13.2.

- 4.4 CYS reserves the right to request a deposit as security against the Hire of the Equipment. CYS will refund any deposits without interest to the Hirer at the address of the Hirer specified in the Order, unless otherwise advised, within 14 days of the Termination Date after taking into account any amounts due to CYS, including without limitation, the costs of any repair and/or cleaning of the Equipment as a result of the Hirer's use of the same.

- 4.5 The Hirer shall, on demand by CYS, pay to CYS interest on sums not paid on their due dates under this Agreement from the due date up to the date of actual payment (as well after as before judgement) at the rate of 4% above the base rate from time to time of standard bank rates.
- 4.6 CYS reserves the right to amend hire rates at any time. The Hirer will be given reasonable notice.

### 5 ACTIVITY

- 5.1 The Hirer shall not carry out any activity on the premises owned or operated by CYS other than those activities associated with storage in a Self-Storage Unit hired from CYS for the purpose of self-storage as set out in Clause 6. In particular but without limitation, the Hirer shall not carry on any business or trade from the Self-Storage Unit.
- 5.2 The Hirer should comply with operational conditions of the Site and should restrict himself to activities directly associated with the storage, loading and unloading of goods or chattels to and from the Equipment.

### 6 USE

- 6.1 The Equipment is offered by CYS solely for the purposes of self-storage and must not be used for any other purpose not specifically approved by CYS in writing.
- 6.2 The Hirer must not store any livestock, perishable, dangerous, highly inflammable, volatile, toxic, noxious, illegal goods or any other goods not approved by CYS.
- 6.3 Smoking is strictly prohibited in the storage units and on site.
- 6.4 The Hirer shall ensure that any action he takes does not cause nuisance, inconvenience or annoyance to CYS, other customer of CYS or any other person authorised by CYS. The Hirer shall be responsible for any damage to the property of CYS and/or any other person or for any injury to persons occasioned from the actions of the Hirer.
- 6.5 The Hirer shall keep the Equipment in his sole possession and shall not sell, assign, mortgage or let the Equipment (or any part thereof).
- 6.6 The Hirer is responsible for removal of all rubbish resulting from activities on Site and must maintain the area around the Self-Storage Unit in good order. Failure to do so may result in a charge for cleaning or removal of rubbish.

### 7 LOADING AND UNLOADING.

The Hirer is responsible for the loading and unloading of goods in and out of the Self-storage unit.

### 8 MAIN SERVICES

Main services are not connected to the Equipment and the Hirer shall not attempt to arrange temporary or permanent connection of main services to the Equipment under any circumstances.

### 9 RIGHT OF CYS TO INSPECT

- 9.1 CYS reserves the right, upon reasonable notice to the Hirer, save for emergency for itself, its agents or servants to have reasonable access to the Equipment to inspect, test, adjust, repair or replace the Equipment.
- 9.2 At the request of CYS, its agents or servant the Hirer shall remove his Goods to any other Self-Storage Unit designated by CYS and if the Hirer fails to do so, CYS its agents or servants may remove the goods as agents for the Hirer.

### 10 MAINTENANCE, CARE AND ALTERATIONS

- 10.1 If at any time during the Period of Hire, the Hirer wishes to replace the Self-Storage Unit then provided the Self-Storage Unit is returned to CYS clean and in good and sound condition and provided other Self-Storage Units are available then CYS will endeavour to provide an alternative Self-Storage Unit. If there are no alternative Self-Storage Units then the Hirer may terminate the Agreement in accordance with the provisions of Clause 13.1, however, it will not be a basis of a claim against CYS for costs arising from an alternative Self-Storage Unit not being available. If an alternative Self-Storage Unit is available then the rent will be adjusted accordingly.
- 10.2 The Hirer shall be responsible for maintaining the Equipment to the Standard as at the Commencement Date (or following repair or improvement), for using the Equipment in a reasonable manner and returning the Equipment on the Termination Date in a good condition (fair wear and tear excepted). The Hirer is responsible for all loss or damage to the Equipment caused by action or negligence of the Hirer and the Hirer's agents, servants, employees and/or invites.
- 10.3 The Equipment must not be altered or modified by the Hirer in any way.
- 10.4 The Hirer shall not attempt to repair the Equipment and shall inform CYS immediately of any loss, damage or repairs needed to the Equipment. CYS will

deal with repairs as soon as reasonably practicable or, at the discretion of CYS and subject to availability, to offer an alternative Self-Storage Unit. CYS may also suspend further use by the Hirer of the Self-Storage Unit in need of repair until such repairs may be carried out. The need for repairs may be a fair basis for cancellation of the Order however it will not be a basis of a claim against CYS for costs arising from the Self-Storage Unit, or an alternative, not being available.

### 11 WARRANTIES

- 11.1 No warranties or conditions other than specifically set forth shall be implied or deemed incorporated in or form part of this Agreement. The Hirer admits that no representations have been made to him by or on behalf of CYS, which may have induced him to enter into this Agreement.
- 11.2 CYS accepts no responsibility for any loss or damage to the Equipment or its contents due to, or arising from, any cause other than due directly to a defect of the Equipment or if it can be proved it has occurred as a direct result of negligence on the part of CYS or its agents.
- 11.3 CYS shall not be responsible for any damage or loss whatsoever in relation to the Hirer, the Hirer's agents, servants, employees invites or goods. The Hirer shall be solely responsible for their safety and that of their agents, servants, employees and/or invites and of the security of the Self-Storage Unit and its contents.

### 12 TERMINATION

- 12.1 The Agreement can be terminated by either party upon giving to the other Not less than one weeks notice at any time after the 4th week of hire.
- 12.2 CYS shall be entitled to terminate the Agreement forthwith should:
  - 13.2.1 the Hirer fails to comply with any of the conditions herein;
  - 13.2.2 the Hirer is committed for any act of bankruptcy or levy against the Hirer of any distress or execution or, in the case of a limited co., goes into liquidation.
  - 13.2.3 the Hirer makes a general or special arrangement or composition with creditors;
  - 13.2.4 the Hirer puts into jeopardy or prejudices in any way CYS' interest in the Equipment through any act or omission on his part.

### 14 FOLLOWING TERMINATION

- 14.1 At the Termination Date the Hirer shall return the Equipment to CYS empty and in good condition (except for fair wear and tear). The Hirer shall be responsible for any costs incurred by CYS in removing and disposing of any goods or chattels left behind by the Hirer and restoring the Equipment to good condition including, without limitation, cleaning, removal of rubbish and making good any damage caused including by break-in or attempted break-in.
- 14.2 CYS is the authorised agent for the Hirer. If at the Termination Date the Hirer has failed to remove his goods or CYS needs to recover costs to restore the Equipment to a clean and tidy state CYS as agent for the Hirer has the right to recover any costs by disposing of the Hirer's goods.
- 14.3 In the event that any payment by the Hirer to CYS is due and outstanding For more than 14 days, CYS shall be entitled to prevent the Hirer from having access to the Hirer's goods in the Self-Storage Unit until such time that all outstanding payments are paid by the Hirer, Rent shall continue to apply during such time that the goods of the Hirer are stored in the Self-Storage Unit.
- 14.4 If after all fair and reasonable attempts to obtain payment have failed, CYS reserve the Right to take a LIEN on hirers goods. Goods will be sold to the highest bidder and funds used to cover any outstanding rents, cost of locksmith and any other associated costs of entry and disposal. Any monies left over will be available for collection by the hirer by prior appointment.

### 15 INSURANCE AND INDEMNITY

- 15.1 Unless otherwise expressly agreed the Hirer is responsible for arranging insurance of contents of the Equipment.
- 15.2 Where CYS suffers loss as a result of damage to or loss of the Equipment (or part thereof) as a result of acts or negligence of the Hirer then the Hirer shall be liable as follows:
  - 15.2.1 If the equipment is damaged and it can be economically repaired, in making good damage.
  - 15.2.2 In any other case, in compensating CYS for all loss suffered as a result of the loss or damage.

### 16 IDENTIFICATION MARKS

CYS reserves its right to retain its mark or plate on the Equipment identifying the Equipment as the property of CYS and the Hirer shall not deface, remove or cover up the same.

### 17 ERRORS AND OMISSIONS

Whilst every endeavour has been made to include all contingencies, CYS cannot be held responsible for any errors and omissions arising from circumstances beyond its control.

### 18 NOTICE

Any notice under this Agreement shall be deemed received and properly served by either party if sent by recorded delivery. In this regard, the Hirer must notify CYS of any change of address of the Hirer.

### 19 ASSIGNMENT

The Hirer shall not assign this Agreement. CYS shall be entitled to assign

### 20 LAW AND JURISDICTION

This Agreement shall be governed by New Zealand law and the parties hereby submit to the exclusive jurisdiction of the New Zealand courts.