

# Full Terms and Conditions

## 1. Definitions

In this agreement, the following meanings apply unless the context requires otherwise:

**Agreement** means the Schedule and these full terms and conditions.

**Access Method** means any PIN code, smart lock, app access, key, access card, gate code or other method provided to the Customer to access the Facility or Space.

**Customer** or **Storer** means the person or entity named in the Schedule.

**Facility** means the storage facility, premises, land, buildings, accessways and common areas controlled by the Operator.

**Goods** means all items brought onto the Facility or stored in the Space by or for the Customer.

**Operator** means the Facility Owner or storage business named in the Schedule.

**Space** means the storage unit, container, locker, parking area or other storage area described in the Schedule.

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## 2. Licence to Use the Space

The Operator grants the Customer a licence to use the Space for storage during the storage period, subject to this agreement.

This agreement is not a lease, tenancy, bailment, warehousing arrangement or transfer of possession. The Customer remains responsible for the Goods at all times.

The Operator may allocate an alternative space of similar size or suitability if reasonably required for operational, safety, maintenance or facility management reasons, provided reasonable notice is given where practicable.

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## 3. Suitability of the Space

The Customer is responsible for deciding whether the Space is suitable for the Goods, including size, access, condition, humidity, temperature, security and any special requirements.

Any stated size or capacity is approximate and is provided as a guide only unless the Operator expressly agrees otherwise in writing.

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#### **4. Payment of Storage Fees**

The Customer must pay all storage fees and other amounts when due. Unless stated otherwise in the Schedule, storage fees are payable monthly in advance.

Payment must be made by the payment method approved by the Operator, which may include direct debit, credit card, online payment or another approved electronic payment method.

The Customer authorises the Operator or its payment provider to process recurring payments where a recurring payment authority has been accepted.

If a payment fails, is reversed, expires or is not received by the due date, the Customer remains liable for the unpaid amount and any reasonable failed-payment, administration, late-payment, debt-recovery, cleaning, disposal, legal or enforcement costs incurred by the Operator.

Acceptance of part payment does not waive the Operator's rights to recover the full amount owing or enforce this agreement.

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#### **5. Fee Changes**

After the minimum storage period, the Operator may change the storage fee by giving the Customer written notice. The notice period should be reasonable and should be clearly stated in the Schedule or in the notice.

If the Customer does not accept the changed fee, the Customer may terminate the agreement by giving written notice and removing all Goods before the change takes effect, provided all amounts owing are paid.

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#### **6. Access to the Facility and Space**

The Customer may access the Space during the access hours notified by the Operator, subject to this agreement, payment status, security requirements and facility rules.

Access outside notified access hours is only allowed with the Operator's prior written consent.

The Operator may temporarily restrict access for maintenance, emergency, safety, security, suspected breach, unpaid fees, technology outage, power outage, legal requirement or any other reasonable operational reason.

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## **7. Smart Lock, PIN Code and Digital Access**

Where digital access is provided, the Access Method may be activated, suspended, changed or disabled through the Operator's access control system.

The Customer is responsible for keeping all PIN codes, app access, keys, gate codes and access credentials secure and confidential.

The Customer must immediately notify the Operator if any Access Method is lost, stolen, shared without authority, compromised or used by an unauthorised person.

If fees are overdue, payment authority expires, a payment fails, the agreement is terminated or the Operator reasonably believes there is a safety, security or legal issue, the Operator may disable or restrict digital access until the issue is resolved.

The Customer is responsible for the actions of any person who accesses the Facility or Space using the Customer's Access Method, except to the extent caused by the Operator's negligence or unlawful conduct.

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## **8. Customer Responsibilities**

The Customer must:

- use the Space only for storage and not for living, sleeping, working, trading, manufacturing, operating machinery or carrying on a business from the Space unless expressly approved in writing;
- keep the Space clean, tidy, dry and free from rubbish, food scraps, pests and contamination;
- ensure all Goods are safely packed, stacked and stored;
- not alter, damage, drill, nail, paint or attach anything to the Space without written consent;
- comply with all laws, facility rules, health and safety notices and reasonable directions from the Operator;
- keep contact and payment details up to date;
- pay for any damage, cleaning, pest treatment, contamination, disposal, emergency response or other loss caused by the Customer, the Goods or any person accessing under the Customer's authority.

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## 9. Prohibited Goods and Activities

The Customer must not store, bring onto the Facility or allow into the Space any goods that are unsafe, unlawful or unsuitable for self-storage, including:

- hazardous, toxic, flammable, explosive, corrosive, radioactive or combustible items;
- firearms, ammunition, weapons or controlled goods unless expressly permitted by law and approved by the Operator in writing;
- illegal, stolen, counterfeit or unlawfully possessed goods;
- perishable goods, food, live animals, plants or anything likely to attract pests;
- cash, securities, irreplaceable documents, jewellery, artworks, high-value collectibles or items requiring specialist insurance unless approved in writing;
- waste, contaminated items, chemicals, fuel, gas bottles, asbestos, mould-contaminated items or anything environmentally harmful;
- anything that may cause nuisance, odour, noise, risk, damage, injury or interference with other customers or the Facility.

The Customer must not use the Facility or Space for illegal, dangerous, offensive, nuisance-causing or environmentally harmful activities.

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## 10. Insurance

The Operator does not insure the Customer's Goods unless a separate written insurance arrangement is expressly agreed.

The Customer is responsible for arranging and maintaining adequate insurance for the Goods for the full storage period.

The Customer should check that any insurance policy covers self-storage, theft, fire, water damage, natural disaster, pest damage, accidental damage and any other relevant risks.

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## 11. Risk and Operator Liability

Goods are stored at the Customer's risk, except to the extent liability cannot lawfully be excluded or limited.

The Operator is not responsible for loss, theft, deterioration, mould, mildew, pest damage, water damage, fire, flood, weather, natural disaster, third-party acts or any other damage to Goods

except to the extent caused by the Operator's proven negligence, wilful misconduct or breach of a non-excludable legal obligation.

Where the Customer stores Goods for business purposes, the Customer agrees that the Consumer Guarantees Act 1993 does not apply to the extent permitted by law.

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## **12. Operator Entry, Inspection and Emergency Access**

The Operator may enter or inspect the Space on reasonable written notice for inspection, maintenance, compliance, relocation, suspected breach, default, abandonment, safety, security or legal reasons.

The Operator may enter the Space without prior notice in an emergency or where the Operator reasonably believes there is a threat to people, property, the environment, the Facility, other customers, the Goods, or where required by police, emergency services, court order, lawful authority or law.

The Operator may use reasonable force to enter the Space where permitted under this agreement. The Operator will notify the Customer as soon as reasonably practicable after emergency entry, unless legally prevented from doing so.

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## **13. Overdue Payments, Access Restriction and Default**

If any amount is overdue, the Operator may restrict or disable access to the Facility or Space until all overdue amounts and reasonable costs are paid.

The Operator may issue a default notice requiring the Customer to remedy the default within the period stated in the notice. The default period should be reasonable and should not be less than 7 days unless urgent action is required for safety, security, legal or emergency reasons.

Default may include non-payment, failed payment authority, breach of these terms, storage of prohibited goods, unsafe conduct, damage, abandonment, unauthorised access sharing, false information, illegal activity or failure to remove Goods after termination.

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## **14. Lien, Sale and Disposal of Goods**

To the extent permitted by law, the Operator has a contractual lien over the Goods for all unpaid storage fees, costs, expenses, cleaning fees, disposal costs, debt recovery costs and other amounts owing under this agreement.

If the Customer remains in default after notice, the Operator may enter the Space, take possession of the Goods, inventory the Goods where practical, sell the Goods, dispose of unsaleable Goods, move the Goods to another location, or take other reasonable action to recover amounts owing.

Any proceeds from sale may be applied first to sale and disposal costs, then to unpaid fees and other amounts owing, with any remaining balance paid to the Customer where the Customer can be contacted and payment is practical.

The Operator may dispose of Goods without sale where the Goods are unsafe, contaminated, illegal, perishable, of low value, unsaleable, likely to cause costs greater than their value, or where sale is not reasonably practical.

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## **15. Termination by Customer**

The Customer may terminate this agreement after the minimum storage period by giving written notice in accordance with the Schedule.

Before leaving, the Customer must pay all amounts owing, remove all Goods, leave the Space clean, remove rubbish and return any key, access card or other access device if required.

The Customer remains liable for fees until the later of the termination date, the date all Goods are removed, and the date all access items are returned if required.

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## **16. Termination by Operator**

The Operator may terminate this agreement by giving written notice in accordance with the Schedule or any notice period required by law.

The Operator may terminate immediately, or on shorter notice, if the Customer engages in illegal activity, creates a serious health and safety risk, stores prohibited goods, causes serious nuisance, damages the Facility, threatens staff or customers, or commits a serious breach of this agreement.

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## **17. Abandoned Goods**

Goods may be treated as abandoned if the agreement has ended, the Customer has not removed the Goods, the Operator cannot reasonably contact the Customer, or the Customer has clearly indicated that the Goods will not be collected.

Where Goods are abandoned, the Operator may sell, dispose of, donate, recycle, move or otherwise deal with the Goods in a reasonable manner and recover all related costs from the Customer.

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## **18. Privacy, CCTV and Access Logs**

The Operator may collect, store and use personal information for booking, account management, payment processing, identity verification, facility security, access control, debt collection, insurance, dispute handling, legal compliance and enforcement of this agreement.

The Operator may use CCTV, gate logs, smart-lock records, app access records, payment records and other security or operational data for security, safety, operational, dispute, debt recovery and legal purposes.

The Operator may disclose information where reasonably necessary to payment providers, access-control providers, insurers, debt collectors, legal advisers, emergency services, police, government agencies, courts, regulators, or any person with a lawful interest in the Goods.

The Customer is responsible for ensuring any alternative contact person has agreed to their details being provided to the Operator.

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## **19. Notices**

Notices may be given by email, text message, app notification, post or any other contact method recorded for the Customer, unless a specific method is required by law.

The Customer must keep contact details up to date. If the Operator sends notice to the last known contact details, the notice will be treated as given even if the Customer does not read it or has failed to update their details.

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## **20. Health and Safety**

The Customer must take reasonable care for their own safety and the safety of others while at the Facility.

The Customer must follow all posted signs, speed limits, loading rules, staff directions, emergency procedures and health and safety requirements.

Children, visitors, contractors and helpers brought to the Facility by the Customer remain the Customer's responsibility.

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## **21. Changes to These Terms**

The Operator may update these terms from time to time by giving reasonable written notice. Changes will not affect rights or obligations that have already arisen unless required by law or agreed by the Customer.

If a material change is not acceptable to the Customer, the Customer may terminate the agreement by giving notice and removing all Goods before the change takes effect, provided all amounts owing are paid.

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## **22. Disputes**

If a dispute arises, the parties should first try to resolve it by direct communication in good faith.

Nothing in this agreement prevents either party from seeking urgent relief, contacting a regulator, using a tribunal or court process, or exercising rights that cannot be excluded by law.

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## **23. Governing Law**

This agreement is governed by the laws of New Zealand. The parties submit to the jurisdiction of New Zealand courts and tribunals.