

CONDITIONS OF MANAGED STORAGE

1.HIRER

- a) Has the right to store goods (if they comply with Clause 6) or operate an Approved workshop.
- b) Is deemed to know the contents of the unit.
- c) Warrants that they are the owner and/or entitled at law to deal with the Items in all aspects of this agreement.

2.THE OWNER/COMPANY

- a) Is a Bailee of the goods, and
- b) Is entitled to claim a lien over the items in the unit to cover any unpaid fees, costs or expenses.

3.FEES, COSTS, EXPENSES.

The Hirer must pay the owner, upon signing this agreement

- a) A deposit /bond (refundable within 14 days if left in a clean and undamaged state after vacating and all costs have been paid)
- b) The rental amount as indicated in this agreement (or the amount notified by the owner from time to time) in advance and it is the hirer's responsibility to keep the payments in advance, on time directly to the Company, in full throughout the hire period. A monthly invoice will be sent unless otherwise requested by the hirer.
- c) A cleaning fee is payable on demand at the company's discretion.
- d) A late payment fee, as indicated in the agreement, becomes payable each time a payment is late.
- e) any costs or expenses incurred by the Company in collecting late or unpaid rent, maintaining the goods, selling the good in enforcing the lien, or in enforcing the agreement in any way, this includes postage, telephone costs, debt collection fees and/or the default action (including legal costs on client/solicitor basis) costs.

4.THE HIRER

Will be responsible for payment of any Government taxes or charges (including GST) being levied on this agreement, or any supplies pursuant to this agreement.

5.DEFAULT.

Notwithstanding clause 13, the hirer acknowledges that in the event of the hire fee, cost expenses, or any other money owing under this agreement, not being paid in full within 14 days of the due date, the company may, without further notice, enter the unit, by force or otherwise, retain the deposit and/or sell or dispose of any items in the unit on such terms as the company may determine. The company may also require payment as detailed in clause 3(e). Any excess monies recovered by the owner will be returned to the hirer or if the hirer not located, paid into the public trustee or equivalent body.

6.ACCESS & CONDITIONS.

- a) The hirer has the right to access the unit during the agreed hours.
- b) Must not store any items that are dangerous, hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are any risk to the property of any person, or the wellbeing of other users.
- c) Must not store any irreplaceable items such as currency, jewellery or the like.
- d) Will only use the unit for the activities agreed to & obtain the company's approval to any activity change.
- e) Must not attach nails, screws etc., to any part of the unit and maintain the unit in a good state of repair, nor damage or alter the unit without the company's written consent. In the event of damage and/or uncleanness the company will be entitled to retain the deposit/bond, charge a cleaning fee and/or require the hirer to reimburse the value of any damage or cleaning required.
- f) The hirer cannot assign this agreement.
- g) The hirer must notify the owner of any change of address or contact details within 48 hours.

7.THE OWNER/COMPANY

May refuse access to the unit by the hirer where money is owed whether or not a formal demand for payment has been made. The owner/Company also reserves the right to relocate the hirer to another unit at the owner/company's sole discretion without reference and/or explanation. NO ORAL statements made by the staff/company shall form part of this agreement and no failure or delay by the owner/company to exercise its rights under this agreement will operate to waive those rights.

8.INSPECTION & ENTRY BY THE OWNER

The hirer acknowledges that pursuant to clause 17, the owner has the right to access the units for any purpose, including the deposit or retrieval of goods on the hirers specific, general or implied instructions, in an emergency where property, life or the environment in the company's opinion, is threatened, to allow inspection or seizure by relevant authorities or for any reason the company considers necessary for any reason to enforce this agreement.

9.NOTICE

Notices will be given in writing & left, posted to, or faxed to the address the hirer supplied to the owner/company. Notice is deemed to have been given accordingly. The Owner/Company may give notice of any sale in enforcement of the lien by registered mail.

10.TERMINATION.

Once the initial fixed period of hire has ended, either party may terminate this agreement in writing giving 1 months' notice. Notwithstanding the company may terminate this agreement immediately if the hirer is in breach of any of the conditions of this agreement. If the company finds the unit empty the company may terminate the agreement without giving notice.

11. THE HIRERS

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

12.RISK & RESPONSIBILITY: LIMITATION OF LIABILITY & INDEMNITY.

If the hirer is using the unit for business storage the guarantees and remedies in the consumer guarantee act 1993 are excluded.

13.THE HIRER

Acknowledges that the unit is not air-conditioned or humidity controlled.

14.GENERAL

- a) The company does not have control over or knowledge of the items in the unit.
- b) The hirer bears the sole risk and responsibility for all loss, damage & deterioration of any goods caused by dampness, mildew, flood, fire, water or spillage of any materials from any other unit.
- c) The hirer bears the sole responsibility and risk for all loss, damage & deterioration from the removal or delivery of goods.

15.THE HIRER

Agrees to indemnify and keep indemnified the company from all claims for any loss or damage to the property, or personal injury to third parties resulting from or incidental to the use of the unit by the hirer, including the storage of any items in the unit.

16.THE HIRER

Acknowledges and agrees to comply with all relevant laws, acts & ordinances, regulations, by laws, and orders as are or may be applicable to the use of the unit, including laws relating to materials stored and the manner in which they are stored. Liability for any or all breaches rests absolutely with the hirer and includes all costs.

17.IF THE OWNER/COMPANY

Has reason to believe that the hirer is not complying with any such laws, the owner/company may take any action deemed necessary, including action as detailed in clauses 8 & 10, contacting, co-operating with and or submitting goods to the relevant authorities, and/or immediately disposing of or removing the goods at the hires expense. The hirer agrees that the owner may take this action at any time even though it could have been taken earlier.

18.THE HIRER

- a) Agrees that the terms of this document and attachments constitute the whole agreement with the owner/company and that the hirer has read and understood its contents.
- b) Acknowledges that the hirer is aware of the limitations and liabilities of the owner/company.

19.GENERAL

- a)the hirer shall not erect, paint or otherwise display any signs that do not comply with the provided format without written approval of owner/company.
- b) One car park will be made available which may not be at your unit. Car park is to be used for running/working vehicles only and is not to be used to store goods/rubbish. The car park is only to be used for vehicles that fit in the painted lines. No parking on the grass or bunds is permitted, no storage is allowed in these places either.
- c) There are numerous vehicle movements throughout the complex & the hirer is not to block drives or access to other units or car parks. Goods or vehicles left in unauthorised places will be removed at the hirers cost.
- d) The area is commercial/industrial with numerous vehicle & plant movements therefore no animals are to be brought into the area.
- e) Pin numbers should not be given out to any person not part of your operations as this could result in security breaches. The owner/company will not be responsible or liable for any incorrect use of the system. If your unit alarm is set off on a regular basis the hirer may have to pay for the security guard call out fee or your unit alarm may be isolated from the system to allow it to operate efficiently.
- f)approval must be obtained from the owner prior to any shipping container being brought into the complex. Any container still on site after 3 days will be charged \$25.00 per day.
- g) The gates will not operate during a power failure. Please ring 0800 10 10 20 or operate the alarm button outside the toilet between units 81/82 or 707/708. The alarm will call out the security company.
- H)THE ELECTRIC FENCE IS "ALIVE" (TURNED ON) AT ALL TIMES & WILL GIVE A NASTY SHOCK IF TOUCHED. PLEASE ENSURE YOUR VISITORS AND YOUR EMPLOYEES ARE AWARE OF THIS. BE PARTICULARLY WATCHFUL OF CHILDREN AND ENSURE THEY STAY WELL CLEAR OF THE FENCE.