

# Ranzau Parking Storage

IF IT ROLLS ON WHEELS WE CAN STORE IT!

## Terms & Conditions

### CONDITIONS OF AGREEMENT STORAGE:

#### 1. The Storer

- (a) Acknowledges that the only service the Owner is providing to the Storer is a licence to use space allocated to the Storer by the Owner for the sole purpose of storing equipment and that no other goods or services are provided or responsibilities are taken by the Owner;
- (b) Is deemed to have knowledge of the equipment in the Space;
- (c) Acknowledges that the agreement does not grant the Storer a lease or any interest in the Space;

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

- (a) Does not provide any service other than the Space;
- (b) Does not and will not be deemed to have knowledge of the equipment;
- (c) Is not a bailee nor a valet of the equipment and the Storer acknowledges that the Owner does not take possession of the equipment.

### COSTS:

#### 3. Upon signing the agreement the Storer must pay to the Owner:

- (a) The deposit (which will be refunded on termination of this agreement)
- (b) A minimum payment of one month rent in advance.

#### 4. The Storer must pay:

- (a) The Storage Fee or the amount notified to the Storer in writing by the Owner from time to time. The Storage Fee is payable in advance and it is your responsibility to see that payment is made directly to us, on time, in full, throughout the period of Storage
- (b) A Cleaning Fee is payable at the Owner's discretion if the Space requires cleaning;

(c) Any associated postal or telephone or collection agency costs incurred by the Owner in collecting Late Storage Fees.

(d) Minimum hire period of the Storage Space is 1 month. If the Space is vacated before the end of the first month hire period, no refund will be given.

## **5. FAILURE TO PAY:**

The Storer acknowledges that

(a) All time limits imposed on the Storer by the agreement must be complied with strictly;

(b) All equipment in the Space are subject to a general lien for all Storage Fees and any other amounts owing to the Owner by the Storer. In the event of the Storage Fee not being paid in full within the Re-entry Period, the Owner may refuse entry to the space via cancelling the automated access code, retain the Deposit until any unpaid Storage Fee, late payment fee, or costs associated with collection of Fees has been settled in full upon owners acknowledgement

(c) All Storage Fees and other fees owed to the Owner and any other costs incurred by the Owner in connection with the Space and cleaning or disposing of goods.

## **ACCESS TO AND CONDITIONS OF USE OF THE SPACE**

### **6. The Storer:**

(a) Has the right to access to the Space only during access hours as posted by the Owner;

(b) Is solely responsible for the parking within the Space in a manner which is acceptable to the Owner unless otherwise arranged prior with the Owner;

(c) When leaving the site will ensure the external gate of the premises has been full closed upon departure, if failure of automated gate to close entirely the Storer will immediately contact the Owner.

(d) Must 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;

(e) Will use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space;

(f) Must maintain the Space by ensuring it is clean and in a state of good repair or a cleaning/repair fee may be deducted from the deposit and/or an additional cleaning fee may be required..

(g) Ensure the equipment are free from vermin and food scraps when placed in the Space;

(h) Must not physically alter or dig up the Space in any way without the Owner's consent. In the event of damage to the Space, the Owner is entitled to charge for the necessary repairs required;

(i) Cannot assign this agreement;

(j) Must notify the Owner in writing of the change of address of the Storer or the Alternate Contact

Person.

(k) Grants the Owner entitlement to discuss any default by the Storer with the Alternate Contact Person.

7. The Owner may refuse access to the Space by the Storer where any money is owing by the Storer to the Owner, whether or not a formal demand for payment has been made.

8. The Owner reserves the right to relocate the Storer to another Space for the proper management of the premises.

### **RISK AND RESPONSIBILITY:**

9. No oral statements made by the Owner or its employees form part of the agreement. No failure or delay by the Owner to exercise its rights under this agreement will operate to reduce those rights.

10. If the Storer is using the Space for the purposes of business Storage, then the guarantees and remedies in the Consumer Guarantees Act 1992 ("the Act") are excluded.

11. If the Act applies the Storer acknowledges in accordance with clause 1(a) that the Owner is only providing a licence to use the Space provided by the Owner for the sole purpose of storing equipment there and that no other goods and services are provided by the Owner. In particular, no undertakings or commitments are given or undertaken by the Owner whether in tort, contract or other legal principle.

12. The provisions of the Act are not contracted out of by the Owner, but because only a licence to occupy the Space is provided by the Owner, whether or not the Act applies, the equipment are stored at the sole risk and responsibility of the Storer who is responsible for all loss, damage and deterioration of the equipment, and bears the risk of all damage caused by flood, fire, water, spillage of material from any other space, removal or delivery of the equipment, pest or vermin or any other reason whatsoever including any acts or omissions of the Owner or persons under its control.

13. The only person who can make deliveries and removals from the Space is the Storer UNLESS the Storer gives personal or telephone instructions to the Owner. The Storer must identify himself by use of a password (if any) and name the person(s) authorised by the Storer to enter the Space.

14. Unless specifically covered by insurance, the Storer equipment must not contain items, which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value.

15. The Storer agrees to indemnify the Owner from all claims in contract, tort or otherwise for any loss of or damage to the property of, or personal injury to:

(a) Third parties; and/or

(b) The true owner of the equipment stored in the Space resulting from or incidental to the use of the Space by the Storer.

## **COMPLIANCE WITH LAWS:**

16. The Storer acknowledges and agrees to comply with all relevant laws, applicable to the use of the Space. This includes laws relating to the equipment which is stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Storer, and includes all costs resulting from such a breach.

17. If the Owner believes at any time in its discretion that the Storer is not complying with any law the Owner may take any action the Owner believes to be necessary to so comply, including inspection and termination under clauses 22 and 20. The Owner may also immediately remove the equipment at the Storer's expense or report to the relevant authorities.

## **INSPECTION BY THE OWNER:**

18. The Storer consents to a visual inspection of the Space without any written notice.

19. In the event of an emergency, that is where the Owner believes that laws are being broken, or where property, the environment or human life is, in the opinion of the Owner, threatened, the Owner may remove the equipment from the Space to an isolated area using all necessary force without the written consent of the Storer. The Owner will notify the Storer as soon as practicable. The Storer irrevocably consents to such removal.

## **INSURANCE:**

20. When storing a vehicle on site the Owner requires the Storer to provide proof of ownership and it is the Storers responsibility to be insured.

The Storers goods are not automatically insured when being stored on the property, the Storer stores their goods / vehicle at the storers own risk and the Storer is solely responsible for their own insurance of their goods and vehicle.

## **TERMINATION:**

21. (a)The Storer is required to give the Owner 7 days' notice of their intent to vacate the storage space, other than within non-refundable first month rental period. The owner reserves the right to charge 7 days rental of the storage price, should the 7 days' notice not be given.

(b)Either party may terminate this agreement by giving the other party written notice, or, in the event of the Owner not being able to contact the Storer, the Alternate Contact Person identified on the front of this agreement.

(c)In the event of illegal or environmentally harmful activities on the part of the Storer the Owner may terminate the agreement without notice.

(d) The Owner is entitled to retain a portion of the rent if the required notice is not given by the Storer.

(e) Upon termination the Storer must remove all equipment in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Owner on the date specified. The Storer must pay any outstanding moneys and any expenses on default or other moneys owed to the Owner up to the date of termination or clause 4(b) will apply. Any calculation of the outstanding fees will be by the Owner and such calculation will be final.

**NOTICE:**

22. Notices will usually be given in an email, or posted to, the address of the Storer or the Owner. The Storer may also give notice over the phone by first providing their registered password. In the event of not being able to contact the Storer, notice is deemed to have been given to the Storer if the Owner gives or makes reasonable attempts to give that notice by email, postage or delivery to the address of the Storer or to the Alternate Contact Person as identified on the front of this agreement.

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