

(Cross out if insurance was not offered)

HEAD OFFICE Postal Address PO Box 38938 Wellington Mail Centre

Phone 0800 1 STORE 0800 1 78673

Web: www.allsecure.co.nz 



☐ Auckland

Wellington

Paraparaumu ☐ Christchurch







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Employer · · ·	• • • • • • • • • • • • • • • • • • • •		••••	This cont										
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Date of birth/				Padlock \$										
2. Alternative Contact person				Insurance Premium (AON) \$ Policy valid while paid in advance										
Dr/Mr/Miss/Ms.				Cleaning Fee (if required \$50) \$										
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I/We will be using the lo	quired)	8. Mair Definition:												
PLEASE READ THE CON SIGNING THIS AGREEMI	AS BY	<ul> <li>The only service provided to you, the Storer, by the Owner is a licence to use a space provided by the Owner for the sole purpose of storing goods. No other goods or services are provided by the Owner.</li> </ul>												
I/We agree to be bound by the	leaf	• Good	ds are sto	ored a	t your	sole ri	isk. Yo			ke out in	suran	ice cover.		
		<ul> <li>Time is of the essence (clause 5)</li> <li>The Owner is not liable for the loss of any goods stored on its premises</li> </ul>										nicec		
(Storer's signature)	••••	(clau	ises 1 an	d 12)				, 0			•	iises		
Date of this agreement	)	<ul> <li>All payments are to be made in advance by you (the Storer).</li> <li>You must not store hazardous, dangerous, illegal, stolen, perishable,</li> </ul>												
Accepted by Owner – S			onmenta un-purge											
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## CONDITIONS OF LICENCE 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 goods and that no other goods or services are provided or
  responsibilities are taken by the Owner;
- b. is deemed to have knowledge of the goods in the Space;
- acknowledges that the agreement does not grant the Storer a lease or any interest in the Space.

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

- does not provide any service other than the Space;
- b. does not and will not be deemed to have knowledge of the goods;
- c. is not a bailee nor a warehouseman of the goods and the Storer acknowledges that the Owner does not take possession of the goods.

#### COSTS

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

- a. the Deposit (which will be refunded on termination of the agreement);
- b. the Administration Fee.

#### 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. We normally do not bill for fees;
- b. the Cleaning Fee is payable at the Owner's discretion if the Space requires cleaning:
- the Late Payment Fee which becomes payable each time a Storage Payment is late as indicated on the front of this agreement;
- any associated postal or telephone costs incurred by the Owner in collecting Late Storage Fees.

### 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 goods 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 enter the Space, retain the Deposit and/or take possession of any goods in the Space and may, at the Owner's sole discretion, do any one or more of the following:
  - sell the goods by private arrangement or public auction to defray any unpaid Storage Fee, cleaning fee, late payment fee, or costs associated with collection of Fees and/or costs associated with disposal of the goods; and/or
  - dispose of the goods in any other manner, whether for value or not, as the Owner sees fit.
- c. If any money is recovered from the sale or disposal of goods, that money shall be used as follows:
  - l be used as follows:

    i. first, to pay the costs of and associated with the sale or disposal of
  - the goods;
    ii. second, all Storage Fees and other fees owed to the Owner and any
    other costs incurred by the Owner in connection with re-entering
    the Space and selling or disposing of the goods;
  - iii. third, any excess will be sent to the Storer.

## ACCESS TO AND CONDITIONS OF USE OF THE SPACE

### 6. The Storer:

- has the right of access to the Space only during access hours as posted by the Owner;
- is solely responsible for the securing of the Space in a manner which is acceptable to the Owner, and when entering or leaving will secure the external gates or doors of the premises outside access hours;
- must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
- will use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space;
- must maintain the Space by ensuring it is clean and in a state of good repair
  or the Cleaning Fee may be deducted from the Deposit and/or an additional
  Cleaning Fee may be required;
- f. ensure the goods are dry, clean, free from vermin and food scraps when placed in the Space;
- g. must not physically alter or damage the Space in any way (including the use of screws or nails) without the Owner's consent. In the Event of damage to the Space, the Owner is entitled to retain the Storer's Deposit to the value of the repairs required;
- cannot assign this agreement;
- must notify the Owner in writing of the change of address of the Storer or the Alternate Contact Person;
- j. grants the Owner entitlement to discuss any` default by the Storer with the Alternate Contact Person.
- 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

- 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.
- If the Storer is using the Space for the purposes of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("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 goods there and that no other goods and services are provided by the Owner. In particular, no other 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 goods are stored at the sole risk and responsibility of the Storer who is responsible for all loss, damage and deterioration of the goods, and bears the risk of all damage caused by flood, fire, water, spillage of material from any other space, removal or delivery of the goods, 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 or herself 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 must not store 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 or damage to the property of, or personal injury to:
  - third parties; and/or
  - b. the true owner of the goods 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 material 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 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 19 and 20. The Owner may also immediately dispose of or remove the goods at the Storer's expense, and submit the goods to the relevant authorities.

### INSPECTION AND ENTRY BY THE OWNER

- 18. Subject to clause 19 the Storer consents to inspection and entry of the Space by the Owner on 5 days 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 enter the Space 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 entry.

### TERMINATION

- 20. a. Either party may terminate this agreement by giving the other party written notice as indicated on the front of this agreement, 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.
  - In the event of illegal or environmentally harmful activities on the part of the Storer the Owner may terminate the agreement without notice.
  - c. The Owner is entitled to retain a portion of the Deposit if the required notice is not given by the Storer.
  - d. Upon termination the Storer must remove all goods 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 5b will apply. Any calculation of the outstanding fees will be by the Owner and such calculation will be final. If the Owner enters the Space under clause 5b and there are no goods stored there, the Owner may terminate the agreement immediately, but the Owner will send written notice to the Storer within 7 days.

### NOTICE

21. Notices will usually be given in writing and left at, or posted to, the address of the Storer or the Owner. The Storer may also give notice over the telephone by first providing the Storer's 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 postage or delivery to the address of the Storer or to the Alternate Contact Persons as identified on the front of this agreement.



# Step by Step Action to complete your agreement

Thank you for choosing to store with All Secure Self Storage Self Storage.

Let us help you complete the Storage License Agreement:

## **Section 1 Storer Details**

- 1.1 Fill in all your personal / business contact details
- 1.2 Complete the password (Up to a combination of 10 Characters)

  For added security, us an alphanumeric (combination of numbers & letters) with at least one capitalisation.
- 1.3 Drivers Licence Details including expiry date and date of birth. A photocopy will be retained for verification

## **Section 2 Alternative Contact person**

- 2.1 Alternate contact: Please supply the contact details of one person to call in an emergency (when we can't contact you). The name and phone numbers must be supplied to enter into the storage agreement
- 2.2 Others authorised for access: Is there anyone you would like to access your unit other than yourself? Give the full names of up to 4 people who you would like to have access to your unit.(The alternate contacts are not automatically included here)
- 2.3 If you wish to use our loan trailer it must be reserved and a separate trailer contract needs to be completed
- 2.4 After carefully reading the terms of the contract on the second page of this agreement you must sign and date your acceptance.

## **Section 3 Storer Check Consent**

3.1 Storer Check data base reduces the effect bad debtors can have on storage fees. If you cross out consent for Storer Check, All Secure Self Storage reserves the right not to accept you as a client.

## Section 4 Insurance.

- 4.1 Our facilities are Insurance approved
- 4.2 We recommend that all goods be insured whilst being stored.
- 4.3 We offer you insurance of your goods in storage with us through AON. A separate insurer's declaration form needs to be completed.
- 4.3. If your goods are insured by your own insurance company please advise them that the goods are stored with us

# Section 5 Marketing (Top Right hand column)

- 5.1 Marketing questions help us improve the high quality of service we provide you
- 5.2 Please tick the **one** box that describes how you FIRST heard of All Secure Self Storage
- 5.3 If you first found us on the internet please tick the box for the web site you found us on All Secure Self Storage website / Student Self Storage website / Yellow Pages Website / Other websites
- 5.4 If you do NOT wish to receive marketing information from All Secure please tick the opt out box

## Section 6. Space Details and Termination Notice

- 6.1 Your storage unit number will be assigned either in the reservation or moving in process
- 6.2 Please indicate the date you wish the contract to start, and if you have a firm move out date complete this too

## **Section 7 Storage Costs and Payment method of Account**

- 7.1 The storage fee will be that agreed to, when your reservation was completed, or will be entered by our manager.
- 7.2 Please tick a box to indicate if you wish your rent to be charged fortnightly or weekly instead of monthly.
- 7.3 The manager will complete the coupon offer or rental credit if this contract is part of a promotional offer.
- 7.4 If you do not provide your own padlock, we can provide one for you at a cost.
- 7.5 We have insurance available through AON at \$1.00 per \$1000 nominated coverage per month. Please sign to accept or decline insurance. An Insurer's Declaration Form will be required if you accept insurance.
- 7.6 A late payment fee is applied 14 days after the due date. Please initial the late fee payment to confirm you are aware this fee may apply.
- 7.7 Sign and date the agreement at the bottom of section 2.
- 7.7 Enter your credit card details including ticking the box to hold credit card details to be used as directed and sign. Your rent will then be automatically deducted once a month, a hassle free way to pay for your storage.
- 7.8 Let us know if you would like to pay 6 months in advance to receive a 5% discount.
- 7.9 If you do not have a credit card, contact us before completing this agreement to discuss alternative payment methods suitable to your needs, such as automatic payments.

## Section 8 Main points of the contract

Read the main points (bottom right hand side of the agreement) and sign to acknowledge you have read the agreement conditions.

## Please Check you have the following signatures or check boxes completed on the agreement:

- 1. Agreement to the terms of the contract (Section 2)
- 2. Accept or decline insurance (Section 4)
- 3. Initial the late fee (Section 7)
- 4. Credit card authority (Section 7)
- 5. Main points of the agreement (bottom right of the agreement)

## Please fax or bring your agreement to your designated Storage Facility.

Locations of our facilities can be found through our Locations tab on our Website Home Page.