

# TERMS AND CONDITIONS OF STORAGE

## WHAT THIS DOCUMENT DOES

This document sets out the terms and conditions of an agreement (this “**Agreement**”) with you (the “**Storer**”) in respect of goods (“**Goods**”) stored by you with United Rentals New Zealand, Company No. 1062072 (“**UR**”).

## STORAGE:

### 1. The Storer:

- (a) may store the Goods in the container made available by UR (the “**Container**”) and only in that Container;
- (b) is deemed to have knowledge of the Goods;
- (c) warrants that they are the owner of the Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

### 2. UR:

- (a) does not have and will not be deemed to have, knowledge of the Goods;
- (b) is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that UR does not take possession of the Goods.

## CONSENT:

3. The Storer consents to UR using and disclosing the Storer’s personal information for the purposes of direct marketing.

## PAYMENT:

4. The Storer is responsible to pay:

- (a) the storage fee being the amount notified to the Storer by UR from time to time. The storage fee is payable in advance and it is the Storer’s responsibility to see that payment is made directly to UR on time, and in full, throughout the period of storage. UR may increase the storage fee any time after expiry of the initial fixed period of storage. UR will give the Storer 30 days notice of any increase. If the Storer does not agree to pay the increased fee, the Storer may terminate this Agreement as at the date of the proposed increase. Any storage fees paid by direct deposit/direct credit will not be credited to the Storer’s account unless the Storer identifies the deposit clearly and as directed by UR. UR is indemnified from any claim for enforcement of this Agreement due to the Storer’s failure to identify a deposit, including the sale of the Goods.
- (b) a cleaning fee, as notified to the Storer.
- (c) a late payment fee, as notified to the Storer, which becomes payable each time a payment is late.
- (d) any reasonable costs incurred by UR in collecting late or unpaid storage fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or the default action costs.

5. The Storer will be responsible for payment of any government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement. UR reserves the right to add a credit card surcharge reflecting our actual costs of offering payment by credit card, to Visa and Mastercard payments.

## DEFAULT:

6. The Storer acknowledges that, in the event of the storage fee, or any other moneys owing under this Agreement, not being paid in full on the due date, UR may enter the Container, by force or otherwise, retain the deposit and/or sell or dispose of any Goods on such terms that UR may determine (“**Default Action**”). The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value. UR may also require payment of default action costs, including any costs associated with accessing the Container and disposal or sale of the Goods. Any excess funds will be returned to the Storer within 6 months of the sale of the Goods to the extent the Storer can be located. At least 2 business days before UR takes any Default Action it will provide the Storer with notice that the Storer is in default. (Business Day means any day which is not a Saturday, Sunday or public holiday in New Zealand)

## RIGHT TO DUMP:

7. If, in the reasonable opinion of UR, a defaulting Storer’s Goods are not saleable, fail to sell when offered for sale, may pose a health risk to staff or the public if handled, or are not of sufficient value to warrant the expense of attempting to sell, UR may dispose of all Goods by any means.

8. Upon termination of this Agreement by either the Storer or UR, in the event that a Storer fails to remove all Goods from the UR facility UR is authorised to dispose of all Goods and/or the Container by any means after 7 days from the termination date, regardless of the nature or value of the Goods. UR will give at least 7 days’ notice of intended disposal.

9. Any items left unattended in common areas or outside the Container at any time may at UR’s discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

## ACCESS AND CONDITIONS:

### 10. The Storer:

- (a) has the right to access the UR facility during access hours as posted by UR and subject to the terms of this Agreement;
- (b) will be solely responsible for the securing of the Container and must so secure the Container at all times when the Storer is not in the Container in a manner acceptable to UR, and where applicable will secure the external gates and/or doors of the UR facility. The Storer is not permitted to apply a padlock to the Container in UR’s overlocking position, and UR may have any such padlock forcefully cut off at the Storer’s expense;
- (c) 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;
- (d) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
- (e) must use the Container solely for the purpose of storage and must not carry on any business or other activity in the Container;
- (f) must not attach nails, screws etc to any part of the Container and must maintain the Container by ensuring it is clean and in a state of good repair and must not damage or alter the Container without UR’s consent; in the event of uncleanliness of or damage to the Container or UR facility UR will be entitled to retain the Storer’s deposit, charge a cleaning fee, and/or full reimbursement from the Storer to the value of the repairs and/or cleaning required;
- (g) cannot assign this Agreement.

11. UR may refuse access to the Container and/or the UR facility by the Storer where moneys are owing by the Storer to UR.

12. The Storer acknowledges that health and safety at the UR facility is an important issue and:

(a) Before being given access to the Container the Storer must complete, and ensure that persons under their control who wish to access the Container complete, the UR induction process covering health and safety procedures to be followed at the UR facility.

(b) While at the UR facility the Storer must follow, and ensure that persons under their control follow, all health and safety procedures as notified by UR and all applicable laws and legal requirements.

(c) The Storer must immediately notify UR if they identify any actual or potential health and safety risk or hazard at the UR facility or any notifiable events (as defined in the Health and Safety at Work Act 2015) which occur at the UR facility.

The Storer acknowledges that access to the UR facility is at the Storer’s risk, to the fullest extent legally permissible.

13. UR is not liable for any loss or damages suffered by the Storer resulting from an inability to access the UR facility or the Container.

14. UR reserves the right to relocate the Storer to another similar container or facility.

15. UR may dispose of the Goods in the event that the Goods are damaged due to fire, flood or other event that has rendered the Goods, in the reasonable opinion of UR, severely damaged, of no commercial value, or dangerous to the UR facility, any persons, or other storers and/or their goods. Where practicable, UR will provide the Storer with reasonable notice and an opportunity to review the Goods, before the Goods are disposed of.

### 16. The Storer:

(a) agrees that the terms of this document constitute the whole contract with UR and that, in entering this contract, the Storer relies upon no representations, oral or otherwise, other than those contained in this Agreement.

(b) acknowledges that it has raised all queries relevant to its decision to enter this Agreement with UR and that UR has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by UR, been reduced to writing and incorporated into the terms of this Agreement. No failure or delay by UR to exercise its rights under this Agreement will operate to waive those rights.

## RISK AND RESPONSIBILITY:

17. To the extent permitted by law, the Goods are stored at the sole risk and responsibility of the Storer who is responsible for any and all theft, damage to, and deterioration of the Goods, and bears the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.

18. Where loss, damage or injury is caused by the Storer, the Storer’s actions or the Goods, the Storer agrees to indemnify and keep indemnified UR from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the UR facility, UR or third parties, resulting from or incidental to the use of the Container by the Storer, including but not limited to the storage of the Goods in the Container, the Goods themselves and/or accessing the UR facility.

19. The Storer agrees to comply with all relevant laws, including Acts and Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Container. This includes laws relating to the material which is stored, and the manner in which it is stored.

20. If UR reasonably believes that the Storer is not complying with any relevant laws UR may take any action UR reasonably believes to be necessary, including contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer’s expense, including where in UR’s reasonable opinion the Storer is engaging in illegal activity in relation to the storage of the Goods.

## INSPECTION AND ENTRY BY UR:

21. Subject to clause 22 the Storer consents to inspection and entry of the Container by UR provided that UR gives at least 7 days written notice.

22. In the event of an emergency, that is where obliged to do so by law or in the event that property, the environment or human life is, in the reasonable opinion of UR, threatened, UR may enter the Container using all necessary force without the consent of the Storer. UR must thereafter notify the Storer as soon as practicable.

## TERMINATION:

23. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party 30 days notice of termination. In the event of non-payment of storage costs on due date or illegal or environmentally harmful activities on the part of the Storer UR may terminate this Agreement forthwith. UR is entitled to retain or charge apportioned storage fees if less than the requisite notice is given by the Storer. The Storer must remove all Goods before the close of business on the termination date and leave the Container in a clean condition and in a good state of repair to the satisfaction of UR. In the event that Goods are left in the Container after the termination date clause 8 will apply. The Storer must pay any outstanding storage fees and any expenses on default or any other moneys owed to UR up to the termination date, and clauses 6, 7 or 8 may apply. Any calculation of the outstanding fees will be by UR.

24. The Storer’s liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

## SEVERANCE:

25. If any clause, term or provision of this Agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision will be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.

## TERMS AND CONDITIONS OF STORAGE

### **NOT LIABLE:**

**26.** Subject to the Consumer Guarantees Act 1993, UR is not liable for any indirect, economic, special or consequential loss or damage of any nature whatsoever that the Storer may suffer or incur from or in connection with the storage of the Goods or this Agreement.

### **NOTICE:**

**27.** Notice is deemed to have been given to the Storer by UR if UR has sent notice to the Storer's last notified address or has sent notice via any other contact method, including by SMS or email to the Storer without any electronic "bounce back" or similar notification.

### **PERSONAL PROPERTY SECURITIES ACT:**

**28.** The Storer:

- (a) grants UR a security interest in the Goods and any Container owned by the Storer and any proceeds of such items as collateral for the amounts owed by the Storer under this Agreement;
- (b) authorises UR to register a financing statement on the Personal Property Securities Register in respect of the Goods and if required, the Container plus any sale proceeds;
- (c) must promptly execute any documents and do anything else required by UR to obtain a security interest over the Goods, Container and their proceeds including providing any information UR reasonably requires to complete a financing statement or a financing change statement;
- (d) waives any right to receive a copy of a verification statement under the Personal Property Securities Act 1999 ("PPSA");
- (e) agrees that, in accordance with section 107 of the PPSA, sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA will not apply;
- (f) warrants and undertakes that they have not granted, and will not grant, a security interest in the Container or Goods or their proceeds to any other person.

### **STORER'S CONTAINER:**

**29.** The Storer may supply their own container instead of using a UR container and in this situation, the term "Goods" will be deemed to include the Storer's container so that the rights of UR in relation to the Goods will also extend to the Storer's container.