

SSAA STANDARD SELF STORAGE LICENCE AGREEMENT — STACKRITE SELF STORAGE FULL TERMS

Introduction: This Agreement outlines the terms and conditions of self storage at this facility, where We licence spaces to customers for the purpose of storing goods. As a business we must abide by various laws and regulations and by extension, this Agreement requires that You also comply with all applicable laws.

1. Definitions and Interpretation

In this Agreement, unless the context requires otherwise:

1.1 Definitions

Account means Your account with Us in respect of this Agreement.

Agreement means this standard self storage licence agreement, including the Schedule, these Full Terms and any applicable Specific Terms.

Alternative Contact Person or ACP means the alternative contact person that You specify in the Schedule.

Associate means the ACP, Your agent and/or a third party: (a) who enters the Space (or the Facility) at Your request, invitation or direction; or (b) whose entry to the Space (or the Facility) was facilitated by any of Your acts or omissions; or (c) who gains unauthorised entry to the Space (or the Facility) due to the Space (or Facility) being left unsecured, either deliberately or negligently, by You.

CCTV means any type of visual surveillance device used for security purposes, including cameras that relay to a screen or monitor, and usually results in recordings.

CG Act means the Consumer Guarantees Act 1993.

Default means a material breach of this Agreement by You.

Default Action means any of the actions described in clause 13 (Consequences of Default).

Default Action Costs means Our reasonable costs of enforcing this Agreement due to Your Default such as, without limitation, the costs of: (a) inspecting the Space; (b) conducting an inventory of Goods; (c) the sale or disposal of Goods; (d) cleaning the Space; (e) recovering any overdue Fees and other amounts due, including costs of debt collection services; (f) postage and/or courier; and/or (g) any other action required or permitted under this Agreement.

Direct Debit means an automatic recurring payment of the Storage Fees debited by Us from Your nominated bank account, debit or credit card on Your Scheduled Payment Date or as otherwise agreed.

Facial Recognition Technology or "FRT" involves the collection of a digital image of an individual's face and the extraction of their distinct features into a biometric template.

Facility means the self storage facility location specified in the Schedule and comprised of the premises owned or controlled by Us, including the land, buildings and any fixtures.

Facility Rules means the rules of conduct, any operational rules and occupational health and safety procedures at the Facility as published on Our website and/or displayed at the Facility from time to time (if any).

Fees means, collectively, the fees described in clause 3.

Fixed Period means either: (a) the fixed storage period specified in the Schedule; or (b) where no such period is specified, the minimum storage period of 30 days, commencing on the date of this Agreement.

Full Terms means these Standard Self Storage Licence Agreement: Full Terms.

Goods means the goods that are being stored by You and which are subject to this Agreement.

GST means any goods and services tax imposed by the Goods and Services Tax Act 1985.

Indemnified Party means Us and Our directors, employees, contractors, subcontractors and agents.

Late Payment Fee means the late payment fee and accrual set out in the Schedule.

Other Fees includes any of the fees set out in the Schedule, Default Action Costs and/or any other fees reflecting Our incurred costs that We determine are chargeable to You and of which We advise You in writing.

Permitted Use means storage of Goods and/or other use, subject to and compliant with all applicable laws, for which We have given You express prior written approval.

Personal Information means information or an opinion that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion or as otherwise defined in the Privacy Act 2020, and includes biometric information (such as facial images, fingerprints, or voiceprints).

PPSA means the Personal Property Securities Act 1999.

Privacy Policy means Our Privacy Policy as published on Our website and/or displayed at the Facility.

Prohibited Goods includes, without limitation, goods that are hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living, or that can pose a risk to any person or property, including any lithium-ion battery or item containing a lithium-ion battery.

Schedule means the schedule to this Standard Self Storage Licence Agreement containing Your and Our details, among other things.

Scheduled Payment Date means the recurrent agreed date as specified in the Schedule on which payment of the Storage Fee is due.

Security Deposit means the security deposit amount (if any) specified in the Schedule.

Service means any service offered by Us, including the managed storage, storage room, vehicle storage, shipping container and/or trailer hire services, as the case may be.

Space means the storage space licenced to You within the Facility under this Agreement and specified in the Schedule or any other storage space as may be subsequently allocated to You by Us.

Specific Terms means the specific terms applicable in respect of each relevant Service used by You, as published on Our website and/or displayed at the Facility.

Storage Fee means the periodic storage fee specified in the Schedule or as otherwise agreed in writing.

Storage Period means the Fixed Period, any holding over period under sub-clause 2(c) and/or any further period agreed by the parties in writing.

StorerCheck means the database set out at <https://storercheck.com.au/> (or such other URL as may be advised by Self Storage Association of Australasia on its website from time to time).

Termination Notice Period means the termination notice period specified in the Schedule or, where no such period is specified, the termination notice period is 30 days from the date on which either We or You gives written notice to the other party of its intention to terminate this Agreement.

Unforeseen Event includes fire, flood, earthquake, storm or another event outside of any party's reasonable control adversely affecting the access to or use of the Space or any part of the Facility.

We or Us means Caryle 1 Limited trading as Stackrite Self Storage (or any of Our successors or assigns).

You means the person specified in the Schedule as the storer. Where You specify two or more legal persons in the Schedule as the storer, each of those persons is jointly and severally liable as a party under this Agreement.

1.2 Interpretation

- (a) the singular includes the plural and vice versa;
- (b) the meaning of general words is not limited by specific examples introduced by words like 'including', 'for example', 'such as' or similar expressions;
- (c) a reference to any document, policy or legislation includes all amendments, consolidations or replacements (and all regulations or instruments issued under it, if any);
- (d) time limits under this Agreement (including any notice issued under this Agreement) must be strictly complied with by all parties;

- (e) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in the city in which the Facility is located;
- (f) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting; and
- (g) each party will exercise reasonably any powers (including discretion, opinion or belief) conferred on it under this Agreement.

2. Grant of Licence

- (a) We grant You a licence to access and use the Space during the Facility's access hours, notified by Us from time to time, in accordance with the Permitted Use during the Storage Period, upon and subject to this Agreement.
- (b) Your rights under this Agreement are in contract only and do not confer any leasehold or other interest in the Space.
- (c) If, with Our consent, You remain in possession of the Space after the Fixed Period expires, this Agreement will be deemed to continue as a monthly agreement, on the same terms and conditions but modified as applicable to a monthly agreement.

3. Fees

- (a) You must pay to Us, using a payment method accepted by Us:
 - (1) **Security Deposit:** on signing the Agreement a one-off Security Deposit (if any): the parties agree that, subject to the terms of this Agreement, We may apply the Security Deposit to any Fees due and payable to Us by You (Incurred Fees) and where: (A) the Security Deposit is greater than the Incurred Fees, We must refund to You within 30 days of finalising Your Account any balance remaining after the deduction; or (B) the Security Deposit is less than the Incurred Fees, We will be entitled to apply the entire Security Deposit and You will be liable to Us for any shortfall.
 - (2) **Storage Fee:** the Storage Fee monthly in advance (unless otherwise agreed by the parties) and by no later than the Scheduled Payment Date;
 - (3) **Late Payment Fee:** the Late Payment Fee, if any payment of the Storage Fee or any other Fee due is not made by the due date; and/or
 - (4) **Other Fees:** the Other Fees in accordance with this Agreement.
- (b) **Duties and Taxes:** You must pay any government taxes, charges or duties (including any GST) payable in respect of this Agreement.
- (c) **Direct Debit:** You must identify Your Direct Debit payment clearly and as reasonably directed by Us. If You fail to identify Your payments and Your Account is in arrears as a result, You may incur a Late Payment Fee and/or We may undertake a Default Action.
- (d) **Fee increases:** We may increase the Storage Fee or any other Fee any time after the expiry of the Fixed Period but must provide at least 28 days' notice to You of any fee increase. If You object to the fee increase, You may, before the expiration of that 28 day period, terminate this Agreement.

4. Your Obligations

You must:

- (a) use the Space in accordance with the Permitted Use only;
- (b) not conduct business, reside, sleep, loiter, party, cause nuisance or undertake any other activity in the Space or at the Facility contrary to the Permitted Use;
- (c) comply with the Facility Rules (including Our reasonable directions) and all applicable laws (including local planning laws, health and safety laws) and directions of relevant government authorities;
- (d) ensure that any Goods stored in the Space are: (1) dry, reasonably clean, free of vermin, mould and/or food scraps; and (2) not Prohibited Goods;
- (e) keep the Space in good and clean condition, appearance and repair;
- (f) not alter the Space in any way without Our prior written consent;

- (g) promptly notify Us of any damage to the Space and/or any part of the Facility, or of any event or circumstance that poses a material risk to the Space or Facility; and
- (h) secure from unauthorised entry the Space and any of the Facility's gates / doors that You use.

5. Your Warranties

You warrant that You: (a) own all the Goods stored in the Space and/or are entitled at law to deal with such Goods in accordance with this Agreement; and (b) will not store in the Space: (1) any documents containing Personal Information (including sensitive information); (2) any irreplaceable Goods, such as currency, jewellery or precious metals, furs, deeds, paintings, curios, works of art, photographs, items of personal sentimental value or that are worth more than NZ\$1,000 (in total), unless they are itemised and covered specifically by insurance; or (3) any Prohibited Goods.

6. Our Warranty

We warrant to You that We have the right to grant You the licence under sub-clause 2(a) and will facilitate Your access to the Space during the Facility's access hours (except as otherwise provided in this Agreement).

7. Your Acknowledgement

You acknowledge and agree that: (a) the Space is approximately the size advertised; (b) You are solely responsible for determining whether the Space is appropriate and suitable for storing Your Goods; (c) We do not have, and will not be deemed to have, knowledge of the Goods in the Space, are not a bailee of the Goods, and You retain control of, and responsibility for, the Goods (subject to clause 13); (d) You are solely responsible for evaluating the replacement value of Your Goods and purchasing and/or maintaining an appropriate level of insurance coverage; (e) by requiring Us to perform any Services, You accept the Specific Terms; (f) if You fail to sign and return this Agreement to Us, You may accept this Agreement by conduct; (g) common areas at the Facility may be under continuous CCTV and audio surveillance; (h) in limited circumstances We have the right to temporarily restrict Your access to the Space without notice; and (i) all Goods are subject to a contractual lien for all Storage Fees and any other amounts owing by You to Us. This lien is also a security interest under the PPSA.

8. Damage by You and/or Your Associates

In the event the Space, the Facility, any of Our property, and/or property of any other person at the Facility, is damaged due to any of Your and/or Your Associate's acts or omissions, including storage of Prohibited Goods, We may, at our election: (a) direct You to remedy any such damage, including by paying compensation; and/or (b) repair such damage and charge You for any repairs.

9. Access, Inspection and Surveillance

- (a) You consent to Us accessing and inspecting the Space (using all force as is reasonably necessary in the circumstances): (1) on 14 days' written notice to You for the purposes of, among other things, maintenance, repair and/or relocation; (2) immediately and without notice (but with a subsequent written notice) in the event that entry is required to give effect to this Agreement or any applicable law, or We suspect there has been a breach.
- (b) We may operate CCTV and other security systems at the Facility, including systems that use Facial Recognition Technology. We will collect, use, store and disclose any such Personal Information in accordance with all applicable laws (such as the Privacy Act 2020) and our Privacy Policy. If you have any questions about our privacy processes please contact our Privacy Officer at info@stackrite.co.nz.

10. Goods Handling Equipment

We may make walking stackers, trolleys and other Goods handling equipment available to assist You. You can use such equipment only if You: (a) are experienced with the particular equipment and use it

safely; (b) comply with any applicable health and safety regulations; and (c) accept liability for any damage or injury arising from Your or Your Associate's use of such equipment at the Facility.

11. Consumer Guarantees Act 1993

Unless You are using the Space for the purposes of business storage, then the CG Act applies to this Agreement and provides You with rights that are not excluded, restricted or modified by this Agreement. If You are using the Space for business storage, then You agree that the CG Act does not apply to this Agreement.

12. Liability and Risk

- (a) Except to the extent of non-excludable guarantees and any applicable law to the contrary, You:
 - (1) access and use the Space at Your own risk; (2) bear the risk of theft and damage to Your Goods caused by, among others, any Unforeseen Event, mildew/mould, transportation, infestations, and/or spillage from other storage spaces; (3) must indemnify and hold harmless the Indemnified Party in respect of any cost, loss or damage caused by Your or Your Associate's wilful misconduct, negligent omission, fraud or criminal conduct and/or the storage of Prohibited Goods; and (4) release Us from all claims, capped at: (A) NZ\$1,000 if relating to Goods or property; or (B) the greater of the Storage Fees paid in the prior 6 months or NZ\$5,000.
- (b) Clause 12(a) does not apply to the extent any risk is caused by Our negligence, wilful misconduct, fraud or criminal conduct. We indemnify You for cost, loss or damage caused by Our wilful misconduct, negligent omission, fraud or criminal conduct.
- (c) Each party shall not be liable under this Agreement for any indirect, consequential, special or incidental loss or damages.

13. Consequences of Default

- (a) In the event of Your Default, We may take any of the following Default Actions: (1) apply the Security Deposit; (2) deny You access to the Space and/or the Facility until the Default is remedied; (3) access the Space and take possession of the Goods; (4) report You to StorerCheck or other debt collection or credit reporting agency; (5) provided that a minimum of 42 days have passed since the date of Your Default and We have given You no less than 14 days' notice, sell the Goods by private arrangement or public auction, or dispose of the Goods.
- (b) Any funds We recover from the sale will be applied to pay any Fees You owe Us, including the Default Action Costs. Any excess funds will be returned to You within 30 days from the date of finalising Your Account.
- (c) You consent to any Default Action being taken under this clause, regardless of the nature or value of Your Goods.

14. Unforeseen Events

On occurrence of an Unforeseen Event: (a) You must comply with all Our reasonable directions; (b) either party may terminate this Agreement on giving reasonable notice; (c) We may suspend this Agreement for up to 30 days to allow Us to assess and remedy any damage; (d) Where Your Goods are severely damaged or pose a risk, You consent to Us disposing of such Goods upon giving You written notice.

15. Termination

This Agreement may be terminated: (a) Without Cause: after the Fixed Period has ended, by either party giving the Termination Notice Period; (b) For Cause: by either party immediately in the event of any unremediable Default; (c) Due to Variation under sub-clause 20(b); or (d) Due to Unforeseen Event under sub-clause 14(b).

16. Effect of Termination

Upon termination: (a) We will refund or set off any Storage Fees paid in advance for any future whole month; and (b) You must pay any outstanding Fees and vacate the Space within 24 hours from termination unless otherwise agreed in writing.

17. Disposal of Abandoned Goods

If You leave any of Your Goods unattended outside the Space, or fail to collect Your Goods within 24 hours of termination, You authorise us to dispose of the Abandoned Goods provided we have given You at least 7 days written notice.

18. Alternative Contact Person (ACP)

You: (a) warrant that You have the ACP's consent to disclose the ACP's Personal Information to Us; and (b) authorise Us to discuss any matter relating to this Agreement with the ACP, and in the event of You being absent or unwilling to remove Your Goods, allow the ACP to access the Space and remove Your Goods.

19. Notice

- (a) A notice must be in writing and emailed or texted to the contact details in the Schedule (unless You have declined electronic notices). Email notices to Us should be sent to info@stackrite.co.nz.
- (b) A notice is treated as given and received on the day it is handed, emailed or texted, or three business days after posting.
- (c) Any change to contact details must be notified within 2 business days.

20. General Provisions

- (a) **Assignment.** The rights granted under this Agreement are personal to You. You consent to Us transferring Our rights and obligations under this Agreement without prior notice to You.
- (b) **Variation.** We may vary this Agreement by giving You at least 28 days' written notice. If You object to the variation, You may terminate this Agreement by giving no less than 24 hours' written notice.
- (c) **Counterparts.** This Agreement may be executed using electronic signatures.
- (d) **Severance.** If a provision is held to be invalid, it must be read down or severed without affecting the validity of the rest of this Agreement.
- (e) **Entire Agreement.** This Agreement records the entire agreement between the parties about its subject matter.
- (f) **Jurisdiction.** The validity, interpretation and performance of this Agreement will be governed by the laws of New Zealand.
- (g) **Disputes.** If a dispute arises, the parties must attempt to settle the dispute with one another before instituting any legal proceedings.
- (h) **Survival.** Provisions of this Agreement which by their nature are meant to continue to run beyond termination will survive.

NEW ZEALAND PRIVACY DISCLOSURE STATEMENT — PRIVACY ACT 2020

We collect, maintain, use and disclose this information in accordance with the Privacy Act 2020.

What information do we collect?

To offer you storage, it is necessary for us to collect information about you, including:

- your name
- licence number and details
- date of birth

- passport number
- telephone number
- email and physical addresses
- CCTV footage, and/or audio
- any **other information reasonably necessary**.

Why do we collect information from you?

We collect your information to assist us to provide you with storage and to do business with you. You may choose not to provide us with personal information, but if we cannot identify you, it is impractical for us to offer you storage.

Disclosing your information

We may need to disclose your information to others outside our business, including to our group companies, service providers, law enforcement agencies, government agencies and departments, debt collection agencies, storer screening databases such as StorerCheck and others. Your information may be sent outside of New Zealand.

We take your privacy seriously

We have a detailed Privacy Policy which further details why we collect your information, who we may disclose it to, how we ensure it is secure, your right to view and correct personal information we hold, and how to lodge a complaint.

How to view or obtain a copy of our Privacy Policy

You can obtain a copy of our Privacy Policy by:

- requesting one from our office, or
- emailing info@stackrite.co.nz, or
- viewing **it online on our website**.

Acknowledgement: By signing below, I acknowledge that I have read and understood this Privacy Disclosure Statement and consent to my personal information being collected, used and disclosed by the Facility Owner in the manner described above and in accordance with the Privacy Act 2020.