

GENERAL LICENCE TERMS AND CONDITIONS

1. **INTERPRETATION**
In this licence unless the context indicates otherwise:
 - 1.1 **Definitions:**

"Authority" means and includes every governmental, local, territorial and statutory authority having jurisdiction or authority over the Property or its use;
"Building Act" means the Building Act 2004;
"Default Interest Rate" means the rate of 14% per annum;
"GST" means tax levied under the Goods and Services Tax Act 1985 and includes any tax levied in substitution for that tax;
"Storage Fee" means the Storage Fee payable by the Licensee under this licence;
"Licence Rights" means:
 - (a) **Licensed Use:** the non-exclusive right to carry on the Licensed Use on and from the Unit; and
 - (b) **Access:** the non-exclusive right to have access to the Unit through those parts of the Property that are necessary to give access to the Unit in order to carry out the Licensed Use;**"Licensed Use"** means storage;
"Licensor" means We Store It Limited and includes the Licensor's executors, administrators, successors and assigns;
"Minimum Public Risk Cover" means the amount of \$1,000,000.00;
"Property" means 42A Valley Road, Whakatane and being legally described as Lot 1 DPS 73293 and being Certificate of Title SA60C/864 South Auckland Registry.
"Term" means the term of this licence;
 - 1.2 **Building Act:** the terms "Building Code", "Building Consent", "Building Work" and "Code Compliance Certificate" have the meanings given to those terms in the Building Act;
 - 1.3 **Defined Expressions:** expressions defined in the main body of this licence have the defined meaning in the whole of this licence including the background;
 - 1.4 **Headings:** section, clause and other headings are for ease of reference only and do not form any part of the context or affect this licence's interpretation;
 - 1.5 **Negative Obligations:** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;
 - 1.7 **Parties:** references to parties are references to parties to this licence and include each party's executors, administrators and successors;
 - 1.8 **Persons:** references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities, in each case whether or not having separate legal personality;
 - 1.9 **Plural and Singular:** singular words include the plural and vice versa;
 - 1.10 **Sections and Clauses:** references to sections and clauses are references to this licence's sections and clauses; and
 - 1.11 **Statutes and Regulations:** references to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to that statute or regulation, whether by subsequent statute or otherwise.
2. **GRANT OF LICENCE**
The Licensor grants the Licence Rights to the Licensee for the Term beginning on the Commencement Date and ending on the Termination Date, at the Storage Fee and subject to the terms of this licence. The Licensee accepts those rights.
 - 2.1 **Continuation Beyond Expiry:** If, other than the grant of a further licence, the Licensor permits the Licensee to continue to use the Unit after the expiry or earlier termination of the Term:
 - 2.1.1 **Monthly Licence:** the Licensee may do so on a monthly basis only;
 - 2.1.2 **Storage Fee:** the fee payable by the Licensee for that continued use will be the fee agreed by the parties, or failing agreement will be an amount equal to one-twelfth of the Storage Fee payable immediately before the expiry or earlier termination of the Term;
 - 2.1.3 **Payment of Fee:** the Licensee must pay the fee under clause 3. monthly in advance, with the first payment being due on the first day of the Licensee's continued use of the Unit after the expiry or earlier termination of the Term;
 - 2.1.4 **Termination of Monthly Licence:** the Licensee's right to continue to use the Unit under this clause 2.1 will be determinable at any time by either party giving the other one month's written notice of termination; and
 - 2.1.5 **Terms of Holding Over:** pending termination under clause 2.1.4, the Licensee's continued use of the Unit under this clause 3.5 will continue on the same terms (as far as they are applicable) as this licence.
3. **PAYMENT OF STORAGE FEE**
The Licensee must pay:
 - 3.1 **Storage Fee:** the Storage Fee to the Licensor by equal monthly instalments in advance;
 - 3.2 **First Instalment:** the first instalment of the Storage Fee on the Commencement Date;
 - 3.3 **No Deductions or Set-Off:** the Storage Fee to the Licensor in full without any deduction or set-off; and
 - 3.4 **Method:** all payments of the Storage Fee to the Licensor by direct bank payment or as the Licensor may direct.
- 4.0 **OUTGOINGS & Other Storage Costs**
The Licensee must pay:
 - 4.1 **Fees for Occupation:** all licence, permit and inspection fees payable to any Authority as a result of the occupation or use of the Unit; and
 - 4.2 **Service Charges:** all charges and assessments made relating to the use or occupation of the Unit, including charges and assessments for the supply of electricity, telephones, telecommunications and other utilities or services relating to the occupation or use of the Unit; as soon as those charges become payable. If any charges, assessments or other payments are not separately assessed or charged to the Unit, the Licensee must pay what the Licensor reasonably determines to be a fair proportion of those charges or assessments, to the Licensor on demand.
- 4.3. **Deposit**
A deposit as set out above. The deposit will be refunded to the Licensee on the expiry of the licence provided the Licensee has complied with the terms of the licence and leaves the unit empty, clean and undamaged.
- 4.4. **Paddock Fee**
A paddock fee for the supply of a padlock to the unit provided by the licensor as set out above.
5. **GST**
 - 5.1 **Payment:** The Licensee must pay to the Licensor all GST payable on the Storage Fee and other money payable by the Licensee under this licence. The Licensee must pay GST:
 - 5.1.1 **Storage Fee:** on the Storage Fee on each occasion when any part of that fee falls due for payment; and
 - 5.1.2 **Other Money:** on any other money payable by the Licensee on demand.
 - 5.2 **Default:** If:
 - 5.2.1 **Licensee Fails to Pay:** the Licensee fails to pay the Storage Fee or other money payable under this licence (including GST); and
 - 5.2.2 **Licensor Liable to Penalty:** the Licensor becomes liable to pay additional GST or penalty tax; then the Licensee must pay the additional tax or penalty tax on demand.
6. **DEFAULT PAYMENT**
 - 6.1 If the Licensee fails to pay any instalment of the Storage Fee or any other money payable under this licence for 4 days after the due date for payment then the licensee must pay to the Licensor a late payment fee as set out above for each month such storage fee payment remains unpaid.
 - 6.2 **AP/DD Payments**
If the licensee's payment of the storage fee by way of direct debit or automatic payment fails or is reversed then the licensee will pay to the licensor the failed AP/DD payment fee as set out above.
- If a licensee
7. **LIMITATION ON LICENCE RIGHTS**
 - 7.1 **Payment and Performance:** The Licence Rights are subject to the Licensee:
 - 7.1.1 **Payment:** paying all amounts due under this licence on the due date; and
 - 7.1.2 **Performance:** performing all of the Licensee's obligations under this licence.
 - 7.2 **Assignment, etc:** The Licence Rights are personal to the Licensee. The Licensee must not:
 - 7.2.1 **Assign:** assign or agree to assign this licence or any of the Licence Rights;
 - 7.2.2 **Sub-licence:** sublicense or agree to sublicense any of the Licence Rights; or
 - 7.2.3 **Security Interest:** grant or agree to grant any security interest (as defined in the Personal Property Securities Act 1999) in or over this licence or the Licence Rights.
8. **USE OF UNIT**
 - 8.1 **Limitation on Usage:** The Licensee may use the Unit only for the Licensed Use and for no other purpose and must not:
 - 8.1.1 **Store:** store perishable food unless it is refrigerated; or
 - 8.1.2 **Store:** store industrial/commercial or flammable liquids or explosives or harmful substances unless storage complies with Hazardous Substances and New Organisms Act (HSNO Act) 1996; or
 - 8.1.3 **Store:** store or manufacture illegal substances; or
 - 8.1.4 **Use:** use Fire Extinguisher's or fire hoses except in the case of a fire; or
 - 8.1.5 **Obstruct:** obstruct the users of any other unit in anyway.
 - 8.2 **Hours of Usage:** The Licensee may use the Unit and operate equipment which the Licensor authorises to be installed in the Unit at all times:
 - 8.2.1 **Emergency:** except in the case of emergency; and
 - 8.2.2 **Restrictions on Usage:** subject to compliance with:
 - (a) the Licensor's reasonable directions relating to the security of the Property, the safety and security of any person authorised to enter the Property, and the systems utilised for controlling entry to and exit from the Property; and
 - (b) the terms of this licence.
 - 8.3 **Responsibility for Loss or Damage:** The Licensor is not responsible for or liable to the Licensee for:
 - 8.3.1 **Loss or Damage:** any loss or damage caused or sustained in any way to the Unit or any equipment, fixtures, fittings and chattels installed, stored or located in the Unit; and
 - 8.3.2 **Theft or Loss:** the theft or loss of any of the Licensee's equipment, fixtures, fittings or chattels.
 - 8.4 **Risk:** The Licensee acknowledges that:
 - 8.4.1 The Licensee and all persons authorised by the Licensee to have access to the Unit and to enter the Property do so at their own risk.
 - 8.4.2 **Business Use:** If the Licensee is using the Unit for the purposes of business storage then the guarantees and remedies in the Consumer Guarantees Act 1993 (the CGA) are excluded.
 - 8.4.3 **Consumer Guarantees Act 1993:** If the CGA applies the Licensee acknowledges in accordance with clause 11 the license or is only providing a licence to use the Unit for the sole purpose of storage and that no other goods and services are provided by the licensor. In particular no other undertakings or commitments are or undertaken by the Licensor whether in tort, contract or other legal principle.
 - 8.4.4 **Licensee Insurance:** The Licensee must insure all of the Licensee's equipment, fixtures, fittings or chattels against all risk including without limitation theft, damage, deterioration, flood, fire, leakage, heat, seepage of any substance from another Unit, pests or vermin.
 - 8.4.5 **Failure to Insure:** If the Licensee fails to insure the Licensee's equipment, fixtures, fittings or chattels in accordance with 8.4.4, the Licensee will keep the Licensor indemnified against all claims for any loss or damage to the Licensee's equipment, fixtures and fittings or chattels and from all claims for loss or damage or injury that may result from the Licensee's use of the Unit or in the event of default in the act by the Licensor in relation to the Licensee's equipment, fixtures and fittings or chattels.
 - 8.4.6 **No Responsibility:** The Licensee acknowledges that the Licensee or is not responsible for any damage or loss caused by any act or omission of any other Licensee or of the Licensor.
 - 8.4.7 **Licensor does not insure:** The Licensee acknowledges that the licensor does not insure the Licensee's equipment, fixtures, fittings or chattels nor accepts any risk or responsibility in respect of them.
9. **INSURANCE**
 - 9.2 **Indemnity for Increased Premiums:** The Licensee indemnifies the Licensor against any increased or additional insurance premiums payable by the Licensor as a result of the Licensee's act or default. The Licensee must pay those increased or additional insurance premiums to the Licensor on demand.
 - 9.3 **Public Risk Insurance:** The Licensee must take out a public liability insurance policy in the joint names of the Licensor and the Licensee for their respective rights and interests. The amount of cover under that policy must not be less than the Minimum Public Risk Cover. The policy must include liability for:
 - 9.3.1 **Damage or Destruction:** damage to or destruction of:
 - (a) the building(s) erected on the Property; and
 - (b) all fixtures, fittings, chattels and equipment affixed to, located in or installed in the building(s) (including equipment owned by other licensees of the Licensor adjacent to or near the Unit); and
 - 9.3.2 **Losses:** losses, including consequential losses, damages and costs arising directly or indirectly from any one or more of the following:

- (a) any fire, explosion or other hazard emanating from the Unit;
 (b) the use or operation of the Unit; and/or
 (c) any act or default of the Licensee or of any person for whom the Licensee is responsible.
- 10. COMPLIANCE WITH RULES**
 The Licensee must at all times comply with:
- 10.1 Building Regulations:** any rules or building regulations imposed by the Licensor or any Authority which apply to the Unit, access to the Unit, use and occupation of the Unit, improvements to the Unit and the operation of any equipment installed in the Unit; and
- 10.2 Licensor's Directions:** the Licensor's reasonable directions and requirements relating to the control, safe use, security and protection of the Unit and of the Property.
- 11. SUITABILITY OF UNIT**
11.1 No Warranty by Licensor: The Licensor does not warrant that the Unit is or will remain suitable or adequate for the Licensee's purposes. All warranties as to suitability and adequacy implied by law are expressly negated to the full extent permitted by law.
- 11.2 Safety Measures:** The Licensor is not responsible for providing any safety measures to protect any fixtures, fittings or equipment from water damage, fire, explosion, storm, hazard or potential hazard whether coming from inside the Property (including equipment installed in the Property) or from outside.
- 12. NOTIFICATION OF DEFECTS**
 The Licensee must immediately bring to the Licensor's attention any damage, breakage or defect in or to any part of the Property, including the Unit, or to the services and systems in the Property, and any circumstances likely to cause damage or injury to property or persons.
- 13. ALTERATIONS AND ADDITIONS**
Licensor's Consent: The Licensee must not carry out any alterations or additions to the Unit
- 14. TERMINATION**
14.1 Termination by Licensor: If the Licensee fails to perform or observe any of this agreement's terms, then the Licensor may without prejudice to any of the Licensor's other rights or remedies at law or in equity sue the Licensee for specific performance or cancel this licence by immediately or thereafter re-entering the Premises if the Licensor has first observed the requirements, where it is required by law to do so, of sections 243-264 Property Law Act 2007. It shall be an act of default under this licence if:
- 14.1.2 Execution:** execution is levied against any of the Licensee's assets;
- 14.1.3 Insolvency:** the Licensee or the Guarantor is declared bankrupt or insolvent according to law or assigns the Licensee's estate or enters into a composition or scheme of arrangement for the benefit of all or a class of the Licensee's creditors;
- 14.1.4 Liquidation, etc:** the Licensee, being a company:
 (a) goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation approved in writing by the Licensor);
 (b) is wound up or dissolved; or
 (c) enters into a composition or scheme of arrangement with all or a class of the Licensee's creditors; or
 (d) is declared to be subject to statutory management under the Corporations (Investigation and Management) Act 1989; or
 (e) appoints an administrator or otherwise enters voluntary administration;
- 14.1.5 Receivership:** a receiver or manager is appointed of any of the assets of the Licensee; or
- 14.1.6 Assignment:** the Licensee assigns or attempts to assign this licence, or sublicenses or attempts to sublicense all or any of the Licence Rights.
- 14.2 No Waiver:** No consent or waiver, expressed or implied, by the Licensor to or of the Licensee's breach of any term of this licence will be construed as a consent or waiver to or of any other breach of that or any other term of this licence. The Licensor's failure to exercise any of the Licensor's rights relating to the Licensee's breach will not constitute a waiver of that breach.
- 14.3 Licensor's Right to Compensation:** If the Licensor terminates this licence under clause 14.1, then:
- 14.3.1 Essential Term:** the Licensee will be treated as having breached an essential term of this licence;
- 14.3.2 Compensation:** the Licensee must compensate the Licensor for the Licensor's losses which arise as a result of termination following the Licensee's breach;
- 14.3.3 Damages:** the Licensor may recover damages for that breach;
- 14.3.4 Future Losses:** the Licensee must compensate the Licensor for the loss of benefits (including receipt of the Storage Fee) which the Licensor would have received if not for the termination, and the Licensor's entitlement to damages will include this loss; and
- 14.3.5 Effect of Termination:** subject to clause 14.3.4, this licence and the parties' respective rights and obligations under this licence will cease from the date of termination, but without prejudice to any rights which have accrued up to the date of termination.
- 15. REMEDY BY LICENSOR**
15.1 Option for Licensor: If the Licensee fails to pay any part of the Storage Fee or any other money payable under this licence, or fails to perform or observe any of the Licensee's obligations under this licence, the Licensor may remedy that breach. The Licensor is under no obligation to do so and will not limit or affect any of the Licensor's other rights, remedies or powers in doing so.
- 15.2 Licensor's Costs:** If the Licensor spends money in remedying the Licensee's default under this licence, the Licensee must pay to the Licensor on demand:
- 15.2.1 Amount Spent:** the amount spent by the Licensor in remedying any default; and
- 15.2.2 Default Interest:** interest at the Default Interest Rate on any amount spent calculated on a daily basis from the date of the Licensor's expenditure to the date that the Licensee reimburses the Licensor for that expenditure.
- 16. INDEMNITY**
16.1 Indemnity by Licensee: The Licensee indemnifies the Licensor against:
- 16.1.1 Costs:** all costs (including legal costs) and expenses incurred by the Licensor in taking action to demand and/or recover any part of the Storage Fee or other money payable by the Licensee under this licence; and
- 16.1.2 Actions, etc:** all actions, proceedings, calls, costs (including legal costs), expenses, claims, demands, damages, losses and liabilities of any kind suffered or incurred by the Licensor as a result of;
- 16.1.3 Equipment:** the act or neglect of the Licensee or of any person for whom the Licensee is responsible relating to the use or operation of any equipment installed in the Unit; or
- 16.1.4 Breach of Obligations:** the Licensee's breach of, or failure to comply with, the Licensee's obligations under this licence.
- 16.2 Payment by Licensee:** The Licensee must pay on demand all amounts owing to the Licensor as a result of the indemnity contained in clause 16.1, together with interest on those amounts at the Default Interest Rate calculated on a daily basis from the date the Licensor incurs that liability until the Licensee pays the relevant amount.
- 17. REMOVAL OF EQUIPMENT ON TERMINATION**
- 17.1 Removal on Expiry of Term:** The Licensee must remove all equipment and all partitions, fixtures and fittings installed by the Licensee in the Unit ("Licensee's Property"), and repair any damage caused by that removal, on the expiry of the Term.
- 17.2 Removal on Termination:** If the Licensor terminates this licence under clause 14.1, the Licensee must remove the Licensee's Property, and repair any damage caused by that removal, within seven days of the termination.
- 17.3 Failure to Comply:** If the Licensee fails to comply with either clause 17.1 or 17.2, the Licensor may remove the Licensee's Property and repair any damage caused by that removal. In that case, the Licensee must pay to the Licensor on demand all costs incurred by the Licensor in doing so.
- 17.4 Sale of Licensee's Property:** If the Licensee fails to comply with a demand under clause 17.3, then the Licensor may sell those items of the Licensee's Property removed by the Licensor in any manner the Licensor sees fit to defray the Licensor's costs of removal and apply the balance (if any) towards meeting the Licensor's claims against the Licensee.
- 17.5 Removal by Licensee:** Alternatively, the Licensor may choose not to remove the Licensee's Property, and instead may require the Licensee by written notice to remove the Licensee's Property and repair any damage caused by that removal within seven days of the date of service of that notice.
- 17.6 Forfeiture to Licensor:** If the Licensee fails to comply with a notice under clause 17.5, then the Licensee's Property will (at the Licensor's election) become the Licensor's property on the expiry of 14 days from the date of service of the notice on the Licensee. The Licensor will not have to pay compensation for the Licensee's Property to the Licensee.
- 18. DESTRUCTION**
 If the Property is destroyed or so damaged that the Unit cannot be used for the Licensed Use, then either party may terminate this licence by one month's written notice to the other party. Any termination of this licence under this clause will not affect the parties' respective rights, obligations and liabilities which subsist or have accrued on the date of termination under this clause.
- 19. NO LEASE**
19.1 Licence Not Lease: The Licensee acknowledges that:
- 19.1.1 No Assignment:** the Licensee's rights under this licence are personal to the Licensee and cannot be assigned; and
- 19.1.2 No Lease Created:** the granting of this licence does not create a lease or an interest in land relating to the Unit or otherwise confer on the Licensee any rights of exclusive possession of the Unit.
- 19.1.3 No other service:** The Licensor does not provide any other service except for the Unit.
- 19.3.4 No knowledge:** The Licensor does not and will not be deemed to have knowledge of the Licensee's equipment, fixtures fittings or chattels in the Licensees Unit.
- 19.3.5 Not a bailee:** The Licensor is neither a bailee nor a warehouseman of the Licensees equipment, fixtures, fittings or chattels in the Unit
- 19.3 No Caveat:** The Licensee must not register or cause to be registered a caveat over the title(s) to the Property relating to the Licensee's interest under this licence.
- 20. COSTS**
 The Licensee must pay to the Licensor on demand all reasonable costs (including legal costs), charges and other expenses which the Licensor may incur or for which the Licensor may become liable relating to:
- 20.1 Remedying Breach:** the Licensor remedying the Licensee's breach of any term of this licence;
- 20.2 Exercise of Powers:** the Licensor's exercise or attempted exercise or enforcement of any power, right or remedy conferred on the Licensor by this licence; and
- 21. NOTICES**
21.1 Service of Notices: Any notice or document required or authorised to be delivered or served under this licence may be delivered or served:
- 21.1.1 Property Law Act:** in any manner prescribed in Part 7 of the Property Law Act 2007 for the type of notice being served; or
- 21.1.2 Facsimile:** by facsimile.
- 21.2 Time of Service:** Any notice or other document will be treated as delivered or served and received by the other party:
- 21.2.1 Delivery:** on personal delivery;
- 21.2.2 Registered Post:** three days after being posted by prepaid registered post; or
- 21.2.3 Facsimile:** on completion of an error free transmission, when sent by facsimile.
- 21.3 Signature of Notices:** Any notice or document to be delivered or served under this licence must be in writing and may be signed by:
- 21.3.1 Attorney, etc:** any attorney, officer, employee or solicitor for the party serving or giving the notice; or
- 21.3.2 Authorised Person:** the party serving the notice or any other person authorised by that party.
- 22. Special Conditions**
- _____
- _____
- _____
- _____
- _____
- _____