

BY SIGNING THIS LICENCE AGREEMENT, YOU WILL BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

TERMS AND CONDITIONS OF LICENCE AGREEMENT FOR SELF-STORAGE UNITS

1. STORAGE

1.1 The Customer:

- a) acknowledges that the only service Cocoon Storage is providing to the Customer is a licence to use self-storage space allocated to the Customer ("the Unit") by Cocoon Storage for the sole purpose of storing goods and that no other goods or services are provided by Cocoon Storage;
- b) is deemed to have knowledge of the goods stored in the Unit;
- c) acknowledges that this Licence Agreement does not grant the Customer a lease or any interest in the Unit.

1.2 Cocoon Storage (which term includes its directors, employees and agents):

- a) does not provide any service other than the Unit;
- b) does not and will not be deemed to have knowledge of the goods stored in the Unit;
- c) is neither a bailee nor a warehouseman of the goods and the Customer acknowledges that Cocoon Storage does not take possession of the goods.

2. OUR CHARGES AND PAYMENT

2.1 Payment for the storage and any additional charges are to be made in advance with the initial payment recorded on the front page of this Licence Agreement to be made on or before the Commencement Date and any subsequent payments to be made on the same date each month after the Commencement Date.

2.2 Self-storage space is available on a monthly basis. Should a Customer require the self-storage space for part of a month the storage fee payable is for the full month or as agree with Cocoon Storage.

2.3 The Customer may be charged a Bond. This Bond will be included in the initial payment to be paid by the Customer pursuant to clause 2.1.

2.4 The Customer may also be charged:

- a) an administration fee, if the storage period is less than one calendar month;
- b) a dishonoured payment fee, for any payments made by the Customer that are dishonoured;
- c) a late payment fee of \$50, for any fees that are overdue. This fee is payable for each and every payment that is late, whether as set out on the front page of this form or as may be agreed with Cocoon Storage at a later date;
- d) for any damage to the Unit caused by the Customer;
- e) if in the opinion of Cocoon Storage, the unit needs to be made good on termination of this Licence Agreement. (this could include but not limited to cleaning, removal of any rubbish or goods left behind in the Unit).
- f) an after-hours access fee, if you have required Cocoon Storage to provide access to the Unit after hours;
- g) reasonable costs, charges and expenses (including solicitor/client costs) incurred by Cocoon Storage when these costs are associated with collecting or taking action to collect any moneys owed by the Customer to Cocoon Storage.

2.5 We may increase the storage fees or any other fees or charges payable under this Licence Agreement at any time by giving the Customer not less than one calendar month's written notice (including via email).

3. DAMAGE

3.1 The Customer agrees to pay Cocoon Storage, upon demand, the costs of repair of any damage caused to the property managed by Cocoon Storage by the Customer or the Customer's agent or employees or by any goods stored in the Unit.

4. DEFAULT

4.1 If the Customer fails to pay any moneys owed to Cocoon Storage or to comply with any obligation under this Licence Agreement, time being of the essence, the Customer shall be deemed to have committed an act of default.

4.2 All goods in the Unit are subject to a general lien [right term? Is Cocoon in possession of their goods?] for all storage fees and any other amounts owing to Cocoon Storage by the Customer.

4.3 In the event of default by the Customer, Cocoon Storage may without prejudice to any other rights remedies or powers of Cocoon Storage exercise one or more of the following rights:

- a) deny the Customer access to the Unit (which may include replacing the Customer's padlock);
- b) terminate this Licence Agreement pursuant to clause 9;
- c) upon 10 calendar days' notice in writing to the Customer;
 - i. re-enter the Unit;

- ii. remove the goods from the Unit and sell the goods on behalf of the Customer by private arrangement or public auction to defray any unpaid moneys; and/or
- iii. at Cocoon Storage's election take possession of and retain the goods to satisfy any obligation of the Customer under this Licence Agreement; and/or
- iv. dispose of the goods in any other manner, whether for value or not, as the Owner sees fit.

4.4 From the date of default until the date the default is remedied, the Customer shall pay Cocoon Storage interest on all moneys payable to Cocoon Storage under this Licence Agreement at the rate of 20% per annum.

5. ACCESS TO AND CONDITIONS OF THE USE OF THE UNIT

5.1 The Customer:

- a) has the right of access to the Unit only during access hours being 6am to 8:30pm;
- b) is solely responsible for the securing of their Unit in a manner which is acceptable to Cocoon Storage;
- c) is solely responsible for insuring the contents of their unit at their discretion.
- d) must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that may create a risk to any property of any person. The storage of any type of food including but not limited to dried food or canned food and fertiliser is strictly forbidden;
- e) must not obstruct the entrance to any other self-storage space;
- f) must not create any nuisance to Cocoon Storage or any customer of Cocoon Storage;
- g) will use the Unit solely for the purpose of storage and must not carry on any business or other activity in the Unit;
- h) must maintain the Unit by ensuring it is clean and in state of good repair or a cleaning charge may be deducted from the Bond and/or an additional cleaning charge may be charged by Cocoon Storage;
- i) ensure the goods are dry, clean and free from vermin and food scraps when placed in the Unit;
- j) must notify Cocoon Storage in writing of the change of address of the Customer or the Contact Person;
- k) grants Cocoon Storage the entitlement to discuss any default by the Customer with the Contact Person;
- l) must not physically alter or damage the Unit in any way (including the use of screws or nails) without Cocoon Storage providing written consent. In the Event of damage to the Unit, Cocoon Storage is entitled to charge the customer for the costs to repair.
- m) must not make a copy of the key to access the site or disclose the security code to anyone other than the Persons Allowed Access as on page 1.

5.2 Cocoon Storage may refuse access to the Unit by the Customer where any moneys are owing by the Customer to Cocoon Storage, whether or not a formal demand for payment has been made.

5.3 Cocoon Storage reserves the right to relocate the Customer to another unit for the proper management of the self-storage facility.

6. RISK AND RESPONSIBILITY

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

6.2 If the Customer is using the Unit for the purpose of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("the CGA") are excluded.

6.3 If the CGA applies, the Customer acknowledges in accordance with clause 1.2 Cocoon Storage is only providing a licence to use self-storage space allocated by Cocoon Storage for the sole purpose of storing goods and that no other goods and services are provided by Cocoon Storage. In particular, no other undertakings or commitments are given or undertaken by Cocoon Storage whether in tort, contract or other legal principle.

6.4 The goods are stored at the Customer's sole risk and responsibility in all respects. The Customer must insure the goods for their full replacement value against all risk including without limitation theft, damage, deterioration, flood, fire, leakage, heat, seepage of any substance from another self-storage space, pests, or vermin.

6.5 If the Customer fails to insure the goods in accordance with this clause, the Customer will keep Cocoon Storage indemnified against all claims for any loss or

damage to the Customer's goods and from all claims for loss, damage or injury that may result from the Customer's use of the self-storage space, or in the event of default, any act by Cocoon Storage in relation to the goods.

- 6.6 The Customer acknowledges that Cocoon Storage is not responsible for any damage or loss caused by any act or omission of any other Customer or of Cocoon Storage.
- 6.7 The Customer acknowledges that Cocoon Storage does not insure the goods nor accepts any risk or responsibility in respect of the goods.
- 6.8 The only person who can make deliveries and removals from the Unit is the Customer and persons allowed access identified on the front page of this Licence Agreement UNLESS the Customer gives instructions to Cocoon Storage.
- 6.9 The Customer agrees to indemnify Cocoon Storage 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
 - the true owner of the goods stored in the Unit resulting from or incidental to the use of the Unit by the Customer.

7. COMPLIANCE WITH LAWS

- 7.1 The Customer acknowledges and agrees to comply with all relevant laws applicable to the use of the Unit. 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 Customer, and includes all costs resulting from such breach.
- 7.2 If Cocoon Storage believes at any time, in its discretion, that the Customer is not complying with any law, Cocoon Storage may take any action Cocoon Storage believes to be necessary to so comply, including inspection under clause 8 and termination under clause 9. Cocoon Storage may also immediately dispose of or remove the goods at the Customer's expense and submit the goods to any relevant authorities.

8. INSPECTION AND ENTRY BY COCOON STORAGE

- 8.1 Subject to clause 8.2, the Customer consents to inspection and entry of the Unit by Cocoon Storage on 5 days written notice.
- 8.2 In the event of any emergency, that is, where Cocoon Storage believes that laws are being broken, or where property, the environment or human life is, in the opinion of Cocoon Storage, threatened, Cocoon Storage may enter the Unit using all necessary force without the written consent of the Customer. Cocoon Storage will endeavour to notify the Customer as soon as practicable. The Customer irrevocably consents to such entry.

9. TERMINATION

- 9.1 Either party may terminate this Licence Agreement by giving the other party not less than 10 working days written notice or, in the event of Cocoon Storage not being able to contact the Customer, the Alternate Contact Person identified on the front of this Licence Agreement;
- 9.2 In the event of illegal or environmentally harmful activities on the part of the Customer, Cocoon Storage may terminate this Licence Agreement immediately without notice;
- 9.3 Cocoon Storage is entitled to retain the Bond or a portion of the Bond, if the required notice is not given by the Customer;
- 9.4 Upon termination, the Customer must remove all goods in the Unit and leave the Unit in a clean condition and in a good state of repair to the satisfaction of Cocoon Storage on the date specified. The Customer must pay any outstanding moneys and any expenses on default or other moneys owed to Cocoon Storage up to the date of termination, or clause 4.3 will apply. Any calculation of the outstanding moneys will be calculated by Cocoon Storage and such calculation will be final.
- 9.5 If Cocoon Storage enters the Unit under clause 4.3 and there are no goods stored there, Cocoon Storage may terminate this Licence Agreement immediately. Cocoon Storage will send written notice to the Customer within 7 days of termination of this Licence Agreement.
- 9.6 Upon termination, the Customer shall return the access key within 3 days or as agreed with Cocoon Storage.

10. NOTICE

- 10.1 The parties shall be deemed to have received a notice from the other if sent:
- to the Customer's address, or email recorded on the front page of this Licence Agreement;
 - to Cocoon Storage, at email address cocoonstorage@gmail.com

11. PERSONAL PROPERTY SECURITIES ACT

- 11.1 The Customer grants to Cocoon Storage a registrable "security interest" (as that term is defined in the Personal Property Securities Act 1999 ("PPSA")) in the goods as security for the satisfaction of the Customer's obligations under this Licence Agreement.
- 11.2 The Customer agrees that sections 114(1)(a), 116, 120(2), 121, 125 to 127, 129, 131 and 133 of the PPSA shall not apply to this Licence Agreement or the security created hereunder.

- 11.3 The Customer waives the right to receive a copy of any verification statement confirming registration of a financing statement as that term is defined in the PPSA.

12. ASSIGNMENT

- 12.1 The Customer may not assign the Customer's rights or obligations under this Licence Agreement.

13. WHOLE CONTRACT, WAIVER

- 13.1 This Licence Agreement represents the entire terms of contract between the parties and supersedes all prior oral and written representations agreements or understandings. No statements or representations by Cocoon Storage or any employee or agent of Cocoon Storage other than those expressly recorded in this Licence Agreement shall form part of this Licence Agreement or create an obligation for Cocoon Storage.
- 13.2 No failure or delay by Cocoon Storage to exercise its rights under this Licence Agreement will operate as a waiver of those rights.
- 13.3 Any variation or addition to this Licence Agreement must be in writing and signed by both parties.
- 13.4 The Customer acknowledges the Customer is advised to obtain legal advice before signing this Licence Agreement and has either done so or waived the right to do so.

14. Acknowledgement

- 14.1 I/We agree to be bound by the attached terms and conditions of Licence Agreement.

_____/ /
Customer