

1. PREAMBLE

1.1 All Services of Span Farm Boat Yard Ltd trading as West Auckland Storage ("West Auckland Storage"), whether gratuitous or not, are supplied subject to these terms and conditions and:

(a) the provisions of **Part I** shall apply to the provision of all and any Services; (b) **Part II** shall apply to the Hire and Storage of Container(s), Storage Units, Yard, and Hardstand Space; (c) **Part III** shall only apply to the Sale of Container(s) or Storage Equipment.

PART I - GENERAL CLAUSES

2. DEFINITIONS

2.1 **"Contract"** means the terms and conditions contained herein, together with any quotation, order, invoice, or other document or amendments expressed to be supplemental to this Contract.

2.2 **"West Auckland Storage"** means Span Farm Boat Yard Ltd trading as West Auckland Storage, its successors and assigns, or any person acting on behalf of, and with the authority of, Span Farm Boat Yard Ltd trading as West Auckland Storage.

2.3 **"Customer"** means the person/s, entities, or any person acting on behalf of and with the authority of the Customer requesting West Auckland Storage to provide the Containers, Storage Units, Yard/Hardstand Space, or Services as specified in any proposal, quotation, order, invoice, or other documentation, and:

(a) if there is more than one Customer, is a reference to each Customer jointly and severally; (b) if the Customer is a partnership, shall bind each partner jointly and severally; (c) if the Customer is part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Customer's executors, administrators, successors, and permitted assigns.

2.4 **"Container(s)" / "Unit(s)" / "Space"** means all sea containers, storage units, hardstand spaces, boat yard allocations, or outdoor storage areas supplied either on a hire, storage, or sale basis by West Auckland Storage to the Customer at the Customer's request from time to time.

2.5 **"Goods"** means any personal property, items, machinery, tools, vehicles, boats, vessels, trailers, or equipment stored in the Containers/Units or on the premises by the Customer.

2.6 **"Confidential Information"** means information of a confidential nature whether oral, written, or in electronic form including, but not limited to, this Contract, either party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including "Personal Information" such as name, address, DOB, occupation, driver's license details, electronic contact details), and pricing details.

2.7 **"Cookies"** means small files stored on a user's computer designed to hold data specific to a client and website (<https://westaucklandstorage.co.nz/>).

2.8 **"Charges"** means the price payable for the hire, storage, yard placement, and/or purchase of the Container(s)/Space, as agreed between West Auckland Storage and the Customer.

2.9 **"Delivery"** means the delivery of, or granting of access to, the Container(s), Storage Space, or Yard to the Customer.

3. ACCEPTANCE

3.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for, or accepts Containers, Storage Space, Yard Access, or Services provided by West Auckland Storage.

3.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.

3.3 Any amendment to the terms and conditions contained in this Contract may only be made in writing with the consent of both parties.

3.4 The Customer acknowledges that the supply of Containers or Services on credit shall not take effect until the Customer has completed a credit application with West Auckland Storage and it has been approved with an established credit limit.

3.5 Electronic signatures shall be deemed accepted provided that the parties comply with Section 226 of the Contract and Commercial Law Act 2017.

4. ERRORS AND OMISSIONS

4.1 The Customer acknowledges and accepts that West Auckland Storage shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s) resulting from an inadvertent mistake made by West Auckland Storage in the formation/administration of this Contract or contained in any literature supplied.

5. CHANGE IN CONTROL

5.1 The Customer shall give West Auckland Storage not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including changes in name, address, contact phone numbers, or business structure).

6. CHARGES AND PAYMENT

6.1 At West Auckland Storage's sole discretion, the Charges shall be: (a) as indicated on any invoice provided by West Auckland Storage to the Customer; or (b) West Auckland Storage's quoted Charges which will be valid for the period stated in the quotation or otherwise for thirty (30) days.

6.2 For hire and storage, the Customer must pay to West Auckland Storage immediately upon acceptance of this Contract: (a) the initial monthly Charge; and (b) a deposit, in the form of a Bond (if required), which shall be refunded to the Customer within thirty (30) days of termination, provided obligations have been met; and (c) monthly Charges payable in advance on the first day of each monthly period. Where commencing partway through a month, initial payment will be calculated on a pro-rata basis.

6.3 West Auckland Storage reserves the right to change Charges upon one (1) month's written notice to the Customer, or immediately where variations in specifications or external statutory/local body cost increases occur.

6.4 Payment may be made by electronic/online banking, credit card, or any other method agreed to by West Auckland Storage.

6.5 GST and other applicable taxes/duties shall be paid by the Customer in addition to the Charges.

7. DELIVERY AND ACCESS

7.1 Delivery of or access to the Container(s)/Storage Space is taken to occur at the time that the Customer takes possession of or accesses the Container(s)/Storage Unit/Yard at West Auckland Storage's premises or nominated address.

7.2 Any time or date given by West Auckland Storage is an estimate only. West Auckland Storage will not be liable for any loss or damage incurred as a result of delivery or access delays.

8. TITLE

8.1 Where this is a hire or storage Contract, the Container(s) and premises remain at all times the absolute property of West Auckland Storage.

8.2 Where this is a Contract for the purchase of Container(s), title does not pass until the Customer has paid all amounts owing to West Auckland Storage in full.

9. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

9.1 The Customer acknowledges that these terms and conditions constitute a security agreement for the purposes of the PPSA, creating a security interest in: (a) all Container(s) and services previously supplied or supplied in the future; and (b) all Goods, vessels, vehicles, and items of the Customer in the possession or on the premises of West Auckland Storage over which West Auckland Storage invokes a lien.

9.2 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131, and 148 of the PPSA.

10. DEFAULT, LIEN, AND ENFORCEMENT

10.1 Interest on overdue invoices shall accrue daily from the due date until paid at a rate of two and a half percent (2.5%) per calendar month.

10.2 If the Customer defaults in payment, the Customer shall indemnify West Auckland Storage from and against all costs and disbursements incurred in recovering the debt (including legal costs on a solicitor and own client basis, collection agency costs, and administration fees).

10.3 **Lien and Disposal Rights:** Without prejudice to any other remedies, if Charges remain unpaid for twenty-eight (28) days past the due date, West Auckland Storage may: (a) Refuse access to the Storage Unit, Container, Yard, or Premises; and (b) Enter the Container/Unit or access the stored Goods/vessels/vehicles, and take possession of and sell or dispose of any Goods on such terms as West Auckland Storage determines, applying proceeds to outstanding debts.

11. CONSUMER GUARANTEES ACT 1993

11.1 If the Customer is acquiring Services or Containers for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply.

12. PRIVACY ACT 2020

12.1 West Auckland Storage acknowledges its obligation in relation to the handling, use, disclosure, and processing of Personal Information pursuant to the Privacy Act 2020.

12.2 The Customer authorises West Auckland Storage to collect, retain, and use personal details for credit assessment, account administration, debt collection, and marketing purposes.

13. GENERAL & GOVERNING LAW

13.1 These terms and conditions are governed by the laws of New Zealand, and all legal proceedings shall be subject to the jurisdiction of the **Auckland Courts**.

13.2 Neither party shall be liable for any default due to acts of God, war, strike, lockout, industrial action, fire, flood, storm, or other event beyond reasonable control.

PART II - HIRE, STORAGE, YARD & HARDSTAND CLAUSES

14. HIRE & STORAGE PERIOD

14.1 The hire/storage period shall start from the date access or delivery is granted and continues until terminated in accordance with this agreement.

14.2 Either party may terminate the hire/storage contract by giving a minimum of seven (7) days written notice.

15. RISK AND INSURANCE

15.1 **Sole Risk:** All Goods, vehicles, boats, and equipment stored in Containers, Units, or on the Yard/Hardstand are stored at the Customer's sole risk. West Auckland Storage is not a bailee or warehouseman and does not take custody of Goods.

15.2 **Insurance Responsibility:** The Customer is solely responsible for insuring all Goods, vessels, vehicles, and items stored on the premises against physical loss or damage (including fire, theft, flood, burglary, water damage, storms, or pest damage).

16. SITE ACCESS, HOURS & SECURITY

16.1 Access to West Auckland Storage premises is strictly restricted to designated operating hours as published on the website (<https://westaucklandstorage.co.nz/>) or notified in writing.

16.2 The Customer is responsible for keeping any assigned gate codes, access keys, or tags confidential. The Customer remains liable for any unauthorized access granted through the misuse of their credentials.

17. YARD, HARDSTAND & BOAT YARD REGULATIONS

17.1 Where storage is provided on open yard or hardstand space (including boat, trailer, or vehicle storage): (a) The Customer must ensure all vessels, trailers, and vehicles are leak-free and kept in a safe, roadworthy, or seaworthy state. (b) Discharge of bilge water, oil, fuel, sewage, or hazardous chemicals onto the ground or into stormwater drains is strictly prohibited. The Customer indemnifies West Auckland Storage for all cleanup, remediation costs, or fines resulting from any discharge. (c) All stored vessels, covers, tarpaulins, and equipment must be safely secured against high winds and severe weather.

18. STORAGE PROHIBITIONS & PERMITTED USE

18.1 The Customer **shall NOT**: (a) Store inflammable, explosive, dangerous, hazardous, illegal, prohibited, stolen, or perishable items. (b) Store irreplaceable items such as currency, deeds, high-value jewelry, or items of irreplaceable sentimental value. (c) Alter or modify Containers or structures without prior written consent.

18.2 **No Residential Use:** Living, sleeping, staying overnight, or conducting ongoing commercial trade on the premises or within stored vessels, caravans, or units is strictly forbidden.

19. WASTE, RUBBISH, AND SITE HYGIENE

19.1 The Customer shall operate on a "Carry In, Carry Out" waste policy and must not leave rubbish, packaging, pallets, or unwanted items in common yard areas or outside storage units.

19.2 Dumping of waste on-site will incur an immediate administration and disposal fee charged to the Customer's account.

20. INSPECTION & EMERGENCY ENTRY

20.1 West Auckland Storage reserves the right to enter and inspect any Unit, Container, or Space upon giving five (5) days written notice.

20.2 In an emergency situation (where property, human safety, or the environment is threatened), West Auckland Storage may enter using all necessary force without prior notice.

PART III - SALE OF CONTAINERS / EQUIPMENT ONLY

21. SALE AND RISK

21.1 Risk of damage to or loss of Container(s) sold passes to the Customer upon Delivery.

21.2 For second-hand or used containers, the Customer acknowledges inspection prior to purchase and accepts the item "as-is" with all faults, excluding statutory implied warranties to the extent permitted by law.