

PB Group Limited Vehicle Storage Licence Agreement

CUSTOMER DETAILS																											
CUSTOMER NAME																											
POSTAL ADDRESS																											
TELEPHONE																											
CONTACT PERSON (if different from the above)																											
EMAIL ADDRESS																											
VEHICLE INFORMATION																											
MAKE/MODEL:		REG:																									
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INSURANCE - PLEASE CIRCLE ONE OPTION ONLY BELOW																											
Option A: The customer currently has insurance over the vehicle and will maintain comprehensive insurance during the term of this Agreement.		Option B: The customer will "self insure" assuming all risk of loss or damage to the vehicle.																									
TERM & MONTHLY CHARGES																											
COMMENCEMENT DATE																											
<p>Monthly charges are as follows: please circle only one option</p> <p>Maintained – battery conditioned – run and driven every month</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Term</th> <th style="text-align: center;">Outside</th> <th style="text-align: center;">Inside</th> <th style="text-align: center;">Inside Maintained</th> </tr> </thead> <tbody> <tr> <td>2 months</td> <td style="text-align: center;">NA</td> <td style="text-align: right;">\$200.00</td> <td style="text-align: right;">\$250.00</td> </tr> <tr> <td>3 months</td> <td style="text-align: center;">NA</td> <td style="text-align: right;">\$175.00</td> <td style="text-align: right;">\$225.00</td> </tr> <tr> <td>4 months</td> <td style="text-align: center;">NA</td> <td style="text-align: right;">\$150.00</td> <td style="text-align: right;">\$200.00</td> </tr> <tr> <td>5 months</td> <td style="text-align: center;">NA</td> <td style="text-align: right;">\$137.50</td> <td style="text-align: right;">\$187.50</td> </tr> <tr> <td>6+ months</td> <td style="text-align: center;">\$75</td> <td style="text-align: right;">\$125.00</td> <td style="text-align: right;">\$175.00</td> </tr> </tbody> </table>		Term	Outside	Inside	Inside Maintained	2 months	NA	\$200.00	\$250.00	3 months	NA	\$175.00	\$225.00	4 months	NA	\$150.00	\$200.00	5 months	NA	\$137.50	\$187.50	6+ months	\$75	\$125.00	\$175.00	<p>Other charges are detailed below:-</p> <p>In/Out Charge: \$50.00</p> <p>Late Payment Charge: \$50.00</p> <p>ASB Bank NAME PB Group Limited #12 3152 0030034 04</p>	
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Declaration:

By signing and returning this agreement ("Agreement"), I/we declare that the information supplied in the Agreement is true, correct and completed to the best of my knowledge, and that I/we have read, understand and accept the Agreement and conditions of the Agreement (overleaf or attached).

Signed by the Customer:

Signed by PB Group:

Signature

Date

Signature

Date

Terms & Conditions of the Agreement

1. Definitions

In this Agreement unless the context otherwise requires:

“**Agreement**” means this agreement;

“**GST**” means the Good and Services Tax as defined in the Goods and Services Tax Act 1985;

“**Property**” means the land and building situated at 252 Patumahoe Road, Patumahoe and or 148 Waiau Pa Rd, Waiau Pa;

“**Space(s)**” means the allocated space for the Vehicle storage as indicated on the front of this Agreement, subject to clause 3.8;

“**Term**” means the term of this Agreement including any agreed period as indicated on the front of this Agreement;

“**Vehicle(s)**” means the vehicle described on the front of this Agreement;

“**We**”, “**Our**”, “**Us**” means PB Group Limited and its representatives, employees, agents, successors and assigns;

“**Your**” means the customer or the person/s, entities or any person acting on behalf of the client including not limited to your representatives, employees or agents;

2. Licence

2.1 This Agreement is a licence for you to use the Space to store the Vehicle subject to the terms and conditions set out herein.

2.2 This Agreement not an interest in land – You have a right of occupation of the Space during the Term and have no interest in the Property. The legal right to possession and control over the Property remains vested in us throughout the Term.

2.3 You shall not lodge a caveat against Our title to the Property.

2.4 We do not provide any service other than a licence to use the Space to store the Vehicle. We are not a bailee nor a warehouseman of the Vehicle and you acknowledge that we do not take possession of or any responsibility for the Vehicle.

3. Access to and conditions of use of the Space

3.1 Prior to the commencement of the Term you must:

(a) provide us with documentary proof that you have either ownership of or legal charge over the Vehicle.

(b) notify us in detail of any special issues, conditions, requirements or precautions that may be particular to the Vehicle.

3.2 You must, upon request, inspect the Vehicle and provide us a report confirming no likelihood of risk of damage or injury to any person(s) or other vehicles within the Property or the Property itself.

3.3 You must not leave any explosive or dangerous items within the Vehicle.

3.4 You have the right of access to the Vehicle during the Term by appointment only. You must contact us no later than 48 hours prior to request time of access to arrange access to the Vehicle.

3.5 You are responsible for the securing of the Vehicle. No responsibility will be held by us for any items remaining in or on the Vehicle.

3.6 You will use the Space solely for the purpose of the Vehicle storage and must not carry on any other activity in the Space and for the avoidance of doubt may not undertake repairs to or maintenance of the Vehicle within the Space

3.7 You must notify us in writing of the change of address or contact details of you or the alternate contact person.

3.8 We may from time to time allocate to different space(s) in lieu of the Space as indicated on the front of this Agreement.

4. Storage Fee

4.1 You must pay-

(a) the Monthly Charge on the first day of each month during the Term in advance notwithstanding the foregoing. The first payment of the Monthly Charge shall be paid as follows:-

(i) if your occupancy commences between the 1st and 15th day of the month (inclusive) you shall pay the Monthly Charge on the Commencement Date as if your occupancy commenced on the 1st day of the month.

(ii) if your occupancy commences after the 15th day of the month your first Monthly Charge shall be payable on the first day of the month following the date on which your occupancy commences

(b) the In/Out Charge which is payable each time you access the Property or vehicle in accordance with clause 3.4 or otherwise request that we access the vehicle on your behalf when requested.

(c) the Late Charge for each ten (10) day period that the Monthly Charge remains unpaid after the due date for payment until such time as the Monthly Charge together with any Late Charge(s) are paid in full.;

4.2 Our fees listed in clause 4.1 are inclusive of GST, unless otherwise indicated.

4.3 In addition to our fees we may also charge our reasonable expenses and costs incurred in collecting fees, including but not limited to any associated postal charges.

4.4 We do not invoice the Monthly Charge, the In/Out Charge or the Late Charge.

5. Payment & Default

5.1 Time for payment shall be of the essence, which is the date specified in this Agreement or if not specified when demanded by Us.

5.2 We may make adjustments to our Monthly Charge or other charges from time to time. Any adjustments will be notified in advance by a minimum of 14 days.

5.3 You agree to grant us a particular lien on the Vehicle being stored if in the event that you have failed to make payment within 21 days from the due date, we may at our discretion, remove the Vehicle from the Property and place it at any other location on the premises, whether protected from the elements or otherwise. We may refuse to deliver or grant access to the Vehicle unless all outstanding amounts have been paid in full.

5.4 Bank Details – PB Group LTD – ASB 12 3152 0030034 04 SWIFT ASBBNZ2A

5.5 Deposit reference – Surname and registration plate number

6. Risk and Responsibilities

- 6.1 If you are using the Space for the purposes of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("the Act") are excluded.
- 6.2 The Vehicle and any contents in the Vehicle are stored at the sole risk and responsibility of you who is responsible for all loss, damage and deterioration of the same, and bears the risk of all damage caused by flood, fire, water, spillage from any other space, removal or delivery of other vehicle, pest or vermin or any other reason whatsoever.
- 6.3 The only person who can remove the Vehicle from the Space is you or the persons authorised by you in writing.. Any person must present a valid ID to our staff.
- 6.4 We have no responsibility or liability for any cost, loss or damage to the Vehicle or anything in the Vehicle, unless due to our negligent or fraudulent act.
- 6.5 You are solely responsible for obtaining and maintaining insurance for the Vehicle and any contents in the Vehicle.
- 6.6 You agree to indemnify us from all claims in contract, tort or otherwise for any loss or damage to the Property or other vehicles stored in the Property, or personal injury to:
- our staff;
 - other user of the space in the Property; and/or
 - third parties;
- resulting from or incidental to the use of the Space by you.

7. Compliance with Laws

- 7.1 You are responsible for insuring your vehicle and its contents ensuring compliance with all relevant laws applicable to the use of the Space and NZTA guidelines in relation to the Vehicle, including registration, warrant of fitness and conducting ongoing inspections of the Vehicle.
- 7.2 If We believe at any time that you are not complying with any law. We may take any action We believe to be necessary to so comply, including inspection and termination under clause 10. We may also immediately dispose of or remove the goods at your expense, and submit the goods to the relevant authorities.

8. Termination

- 8.1 If the Vehicle remains in the Space after the Term specified, either party may terminate the Agreement by giving 14 days written notice to the other.
- 8.2 Without prejudice to other rights or remedies available to us, if:
- at any time you are in breach of any obligation of the Agreement,
 - in the event of your bankruptcy, appointment of a liquidator or a receiver;
 - In the event of illegal or environmentally harmful activities on the part of you;
- We may terminate the Agreement immediately by giving written notice to you.
- 8.3 Upon termination you must immediately remove the Vehicle from the Space. You must also pay any outstanding moneys owed to us up to the date of termination.

9. Dispute Resolution

- 9.1 In the event of any dispute arising between the parties, such dispute will in the first instance be referred to mediation for resolution.
- 9.2 In the event that resolution by mediation is not achieved to the satisfaction of both parties within 30 days of referral to mediation, either party may then take legal action to resolve the dispute.
- 9.3 Nothing in this clause prevents us from taking legal action to enforce payment of any debt due, nor where required to seek interlocutory or injunctive relief.

10. Use of Information

- 10.1 You authorise us to:
- accessing, collecting, retaining, and using, any information about you (including any information held by the Ministry of Justice) for the purpose of assessing your creditworthiness or for the purpose of verifying ownership of the Vehicle;
 - disclosing the information we hold about you, whether collected by us directly or obtained from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default in payment.

11. Notice

- 11.1 Any written notice given under this Agreement shall be deemed to have been given and received:
- by handing the notice to the other party, in person;
 - by leaving it at the address of the other party;
 - if sent by email to the other party's last known email address;
 - if sent by post, on the third day following the date of posting to the last known address or the address for serviced notified in writing by the party.

12. General Provisions

- 12.1 **Entire Agreement:** This Agreement constitute the entire agreement and supersede and extinguish all prior agreements and understandings between the parties.
- 12.2 **Invalidity:** If any provision of this Agreement of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by the Agreement.
- 12.3 **Variations:** we may by written notice to you alter, vary or replace this Agreement. All Services subsequently provided by us shall be upon the altered, varied or replaced Agreement.
- 12.4 **Governing Laws:** This Agreement will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts will have exclusive jurisdiction over any dispute in relation to the Services.
- 12.5 **Inconsistency:** In the event of any inconsistency between this Agreement and any other document or schedule that the parties have entered into, this Agreement shall prevail.