

# ALL SPACE TERMS AND CONDITIONS

## 1 APPLICATION OF TERMS

- 1.1 These Terms apply to your use of All Space. By accessing and using All Space:
- a you accept and agree to be bound by these Terms; and
  - b where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use All Space, and you must immediately stop doing so.

## 2 CHANGES

- 2.1 We may change these Terms at any time by updating them on All Space. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use All Space, you agree to be bound by the changed Terms.
- 2.2 We may change, suspend, discontinue, or restrict access to, All Space without notice or liability.
- 2.3 **Terms and Conditions last updated: These Terms were last updated on 22/04/2018.**

## 3 DEFINITIONS AND INTERPRETATION

- 3.1 Definitions: In these Terms:

**All Space** means the Website

**All Space Guarantee** means the guarantee set out in clause 11

**Commission** means the commission payable by Renters to us in respect of All Space calculated at a rate of 15% of the Rent (including GST)

**Content** means content, data, and information (including personal information) that is owned, held, used or created by you or on your behalf, and that is then stored, transmitted via, input into or displayed via All Space including, in the case of a Host, all content, data and information uploaded into All Space by the Host when creating a Listing

**Contract** means an agreement directly between a Host and a Renter to use a Space on the terms set out in the Schedule, unless otherwise agreed between the Host and the Renter

**Host** means a person who has set up an account with All Space to list a Space and offers such a Space to All Space users

**Intellectual Property Rights** includes copyright and all rights anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trade marks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity.

**Intellectual Property** has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property

**Listing** means an advertisement or post by a Host on All Space offering a Space to All Space users

**Loss** includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis

**Objectionable** includes being objectionable, defamatory, obscene, harassing, threatening or unlawful, in any way

**Payment Manager** means the payment provider we use in connection with All Space, currently Stripe Inc: <https://stripe.com/about>

**Personal information** means information about an identifiable, living person

**Prohibited Goods** means toxic, polluted or contaminated goods, firearms, munitions, weapons or explosives, radioactive materials, highly flammable or hazardous goods, living plants or animals, food or perishable goods, anything damp, mouldy, rotten or infested with or damaged by parasites, any item which emits any fumes or strong odour, cash and securities, illegal goods or items, waste, or any item whose presence would invalidate any insurance policy which would otherwise cover the items or the Space

**Rent** means the rental amount for a Space set out in a Listing

**Renter** means a person who makes a booking to use a Space

**Space** means the physical space at a Host's premises

**Stored Goods** means the goods stored under a Contract

**Terms** means these terms and conditions titled *All Space Terms and Conditions*

**Underlying Systems** means the IT solutions, systems and networks (including software and hardware) used to provide All Space, including any third party solutions, systems and networks

**User ID** means a unique name and/or password allocated to you to allow you to access All Space

**We, us or our** means All Space Limited, company number 6371955

**Website** means [www.allspace.co.nz](http://www.allspace.co.nz)

**You** means you or, if clause 1.2c applies, both you and the other person on whose behalf you are acting

### 3.2 In these Terms:

- a clause and other headings are for ease of reference only and do not affect the interpretation of these Terms;
- b words in the singular include the plural and vice versa; and
- c a reference to:
  - i. a **person** includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;
  - ii. **including** and similar words do not imply any limit; and
  - iii. a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.

## **4 ABOUT ALL SPACE**

- 4.1 All Space provides an online platform that connects Hosts that have Space with Renters seeking to book such Space for storage or parking purposes.
- 4.2 We act as an intermediary for All Space users to transact and are not a party to any Contract. We are not a rental agent or property broker. When a Renter makes a booking and a Host accepts a booking for a Space, they are entering into a Contract directly with each other.
- 4.3 Any interaction between you and another All Space user, including any Contract entered into between you and another All Space user, is a matter directly between you and them only. Other than our obligations set out in these Terms, we are not liable to you for any failure by any All Space user to comply with these Terms or any other legal obligation.
- 4.4 We will use reasonable efforts to provide All Space in accordance with these Terms and New Zealand law.
- 4.5 Our provision of All Space to you is non-exclusive. Nothing in these Terms prevents us from providing All Space to any other person.
- 4.6 Subject to clause 4.7, we will use reasonable efforts to ensure All Space is available on a 24/7 basis. However, it is possible that on occasion All Space may be unavailable to permit maintenance or other development activity to take place, or due to an event that is beyond our reasonable control.
- 4.7 Through the use of web services and APIs, All Space may interact with a range of third party service features. We do not make any warranty or representation on the availability or performance of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, we may cease to make available that feature to you. To avoid doubt, if we exercise our right to cease the availability of a third party feature, you are not entitled to any refund, discount or other compensation.

## **5 USE OF ALL SPACE**

- 5.1 You must:
  - a use All Space in accordance with these Terms solely for lawful purposes (including complying with the Unsolicited Electronic Messaging Act 2007); and
  - b not resell or make available All Space to any third party, or otherwise commercially exploit All Space.
- 5.2 To register with All Space, you are required to either log in via Facebook or supply your name, an email address and a password.
- 5.3 You must keep your User ID secure and:
  - a not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
  - b immediately notify us if you become aware of any unauthorised use or disclosure of your User ID, by sending an email to [support@allspace.co.nz](mailto:support@allspace.co.nz).
- 5.4 You must obtain our written permission to establish a link to All Space. If you wish to do so, email your request to [support@allspace.co.nz](mailto:support@allspace.co.nz).
- 5.5 When accessing and using All Space, you must:

- a not impersonate another person or misrepresent authorisation to act on behalf of others or us;
  - b not attempt to undermine the security or integrity of the Underlying Systems;
  - c not use, or misuse, All Space in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use All Space;
  - d not attempt to view, access or copy any material or data other than:
    - i. that which you are authorised to access; and
    - ii. to the extent necessary for you to use All Space in accordance with these Terms;
  - e neither use All Space, nor transmit, input or store any Content, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading; and
  - f unless with our agreement, access All Space via standard web browsers and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction, monitoring or input method.
- 5.6 You are responsible for procuring all licences, authorisations and consents required for you to access and use All Space, including to use, store and input Content into, and display Content using, All Space.
- 5.7 You indemnify us against all Loss we suffer or incur as a direct or indirect result of:
- a any actual or alleged claim by a third party that any Content infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Content is Objectionable, incorrect or misleading;
  - b your failure to comply with these Terms, including any failure of a person who accesses and uses All Space by using your User ID; or
  - c any Loss arising from or in connection with an actual or alleged breach by you of any legal or regulatory requirements which occurs in connection with a Contract or as a result of any other relationship established through All Space.

## **6 INSURANCE**

Both Hosts and Renters must have appropriate insurance for their risks under the Contract. We recommend that both Hosts and Renters confirm with their insurance provider that their insurance is appropriate for the Contract.

## **7 ADDITIONAL TERMS FOR HOSTS**

- 7.1 This clause 7 applies to Hosts.
- 7.2 On creating a Listing, you must:
- a provide accurate information on the Space including the size, location, security, and access type offered;
  - b disclose the Rent; and
  - c provide any additional terms and conditions that apply to the use of the Space.
- 7.3 All descriptions and information in a Listing must be accurate, complete, up-to-date and truthful to the best of your knowledge and belief.

- 7.4 If a Space becomes unavailable for any reason, you agree to remove or suspend the Listing as soon as practicable.
- 7.5 If a Renter requests to book a Space, you will receive a booking request via email. You must respond within 48 hours of receiving the booking request. If you do not respond in this time period, the booking request is considered as having been rejected by you.
- 7.6 Upon accepting a booking request, a Contract is formed between you and the Renter.
- 7.7 You must not ask for or accept direct payment of the Rent by a Renter by any payment method other than payment through All Space.
- 7.8 You acknowledge and agree that you are responsible for all Listings that you post on All Space. Accordingly, you represent and warrant that any Listing you post and the acceptance of a booking, or a Renter's use of, a Space will:
  - a comply any agreements you have entered into with any third parties;
  - b comply with all applicable laws; and
  - c not conflict with the rights of third parties.
- 7.9 You must inform the Renter of any damage to the Space or the Stored Goods that you become aware of as soon as practicable.

## **8 ADDITIONAL TERMS FOR RENTERS**

- 8.1 This clause 8 applies to Renters.
- 8.2 In completing a booking for a Space, you must list the items expected to be stored in the Space.
- 8.3 Upon a Host accepting a booking request from you, a Contract is formed and you must pay the Rent.
- 8.4 You must not ask the Host to accept direct payment of the Rent or pay the Host by any payment method other than payment through All Space.
- 8.5 By entering into a Contract with a Host, you warrant and represent that you will not:
  - a store Prohibited Goods in the Space;
  - b use the Space for any unlawful purpose; or
  - c do anything that will interfere with the Host's reasonable enjoyment of the rest of their premises or invalidate the Host's insurance.
- 8.6 You must inform the Host of any damage to the Space or the Stored Goods that you become aware of as soon as practicable.
- 8.7 You must comply with the access and security arrangements set out in the Listing, the Contract or as otherwise agreed between you and a Host, and keep safe any keys or other items used to access the Space.
- 8.8 On or before the end of the rental period for the Space or upon termination of the Contract in accordance with clause 9 of these Terms, you must vacate the Space completely. You must remove all the Stored Goods from the Space and leave the Space in good condition.

## **9 TERMINATION OF CONTRACTS**

- 9.1 If you are a Renter and wish to terminate a Contract, you must:

- a provide 2 weeks' notice to the Host through All Space of your intention to terminate the Contract; and
  - b continue to pay the Rent for the whole notice period, regardless of whether you have vacated or removed the Stored Goods.
- 9.2 If you are a Host and wish to terminate a Contract, you must:
  - a provide 2 weeks' notice to the Renter through All Space of your intention to terminate the Contract; and
  - b agree to continue to store the Stored Goods for the notice period.
- 9.3 Upon termination of a Contract under clauses 9.1 or 9.2, the Renter must remove the Stored Goods from the Space.
- 9.4 If a Host has good reason to believe a Renter is storing Prohibited Goods at the Space or is otherwise in breach of the Contract, the Host may terminate the Contract immediately without notice to the Renter and require the Renter to remove the Stored Goods from the Space. The Host will give notice to the Renter and permit a reasonable period for the Renter to rectify a default before taking possession and selling/disposing of Stored Goods. The Host may also inform law enforcement authorities and take actions to remove the items from their property.
- 9.5 If the Renter is overdue in payment of the Rent by 14 days or more, the Host may:
  - a immediately terminate the Contract;
  - b deny the Renter access to the Space until the default is remedied;
  - c require the Renter 7 days' notice to remove the Stored Goods; and/or
  - d exercise any other remedy allowed by law until the outstanding amount has been paid in full.
- 9.6 On expiry or termination of the Contract, the Host may sell or dispose of the Abandoned Stored Goods in accordance with the Contract, subject to the following:
  - a the Host must first notify us and provide full particulars of the Stored Goods;
  - b the Host must follow our reasonable directions; and
  - c having regard to the circumstances of the default or abandonment, we may, at our absolute discretion, direct the Host to remit or retain any remaining proceeds of sale.

## **10 FEES AND PAYMENT**

- 10.1 Renters must pay the Rent to us during the term of the Contract.
- 10.2 The Rent is set out in Listings in NZD and includes GST.
- 10.3 Total Fees consist of the aggregate of the All Space Rent and All Space Commission.
- 10.4 Unless otherwise agreed by us, all Rent must be paid by credit card.
- 10.5 The Rent is non-refundable.
- 10.6 If payment of any amount owed to us is not received by the due date, we may:
  - a charge interest on overdue amounts. Interest will be calculated from the due date to the date of payment (both inclusive) at an annual percentage rate equal to the corporate overdraft reference rate (monthly charging cycle) applied by our primary trading bank as at the due date (or, if our primary trading bank ceases to quote that rate, then the rate

which in the opinion of the bank is equivalent to that rate in respect of similar overdraft accommodation expressed as a percentage) plus 2% per annum; and/or

- b recover all costs incurred in recovering overdue amounts and interest from you, including the actual fees charged by our lawyers and any debt collection agency.

10.7 We will issue monthly statements to Hosts. These statements will set out:

- a the Rent received;
- b the Commission payable to us; and
- c the net amount due to you.

10.8 We will pay the net amount due to you within 4 business days of the date of our statement.

10.9 Increases:

- a We may, by giving at least 30 days' notice, increase the Commission from time to time. We will notify you of any increase and the effective date of the increase by emailing you at the email contact address that you have most recently supplied to us.
- b If you do not wish to pay the increased Commission, you may cancel your booking with a 2 weeks notice. remove your Listings and/or your account.

## **11 ALL SPACE LIMITED GUARANTEE**

11.1 To compliment third party insurance coverage, we in our absolute discretion may offer to pay an amount in compensation to either a Host or Renter for loss or damage to Stored Goods or a Host's property, in instances where:

- a accidental loss or damage to Stored Goods or a Space is suffered through no fault of either a Host or Renter; or
- b the payment for loss or damage to Store Goods or a Space is unrecoverable from the responsible party.

11.2 It is a condition of the guarantee set out in clause 11 of these Terms that the Renter must provide a list of the items stored in the Space at the time of making a claim.

11.3 Guarantee payments will be capped at an aggregate maximum per contract of NZD5,000 and are paid at our discretion.

11.4 Any payments made under this clause 11 are not an admission of any liability or responsibility but are intended to promote use of All Space and build trust between All Space users. The guarantee is a guarantee offered to All Space users and does not constitute a contract of insurance. Our decisions on guarantee payments are final and binding.

## **12 CONTENT**

12.1 Title to, and all Intellectual Property Rights in, the Content (as between the parties) remains your property. You grant us a worldwide, non-exclusive, fully paid up, transferable, irrevocable licence to use, store, copy, modify, make available and communicate the Content for any purpose in connection with the exercise of our rights and performance of our obligations in accordance with these Terms.

12.2 Without limiting clause 12.1, you acknowledge that we may use Content for our internal research, analytical and product development purposes, to conduct statistical analysis and identify trends and insights (on an anonymised and aggregated basis) and for our internal reporting requirements (and these rights will survive termination and expiration of these Terms).

- 12.3 You must ensure you have obtained all necessary consents for us to access, collect, hold, process and distribute the Content as described in these Terms.
- 12.4 While we will use reasonable endeavours to back up all Content stored using All Space, you must keep separate and regular back-up copies of all Content uploaded by you onto All Space.

### **13 OUR INTELLECTUAL PROPERTY**

- 13.1 Other than your Content, we (and our licensors) own all proprietary and intellectual property rights in All Space and the Underlying Systems, including all information, data, text, graphics, artwork, photographs, trade marks, logos, icons, sound recordings, videos and *look and feel*, and including any modification, enhancement or derivative work of any of the foregoing.
- 13.2 If you provide us with ideas, comments or suggestions relating to All Space or Underlying Systems (together **feedback**):
- a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by us; and
  - b we may use or disclose the feedback for any purpose.

### **14 CONFIDENTIALITY**

- 14.1 You must treat all information available and otherwise provided through All Space as strictly confidential, and may only use that information for the purpose of listing, booking, accepting bookings and storing goods through All Space.
- 14.2 Confidential Information expressly includes contact details of each All Space user, addresses for a Space and information about any Stored Goods, but does not include any information already in the public domain, or independently known to you.

### **15 PRIVACY**

- 15.1 You are not required to provide personal information to us, although in some cases if you choose to not do so then we will be unable to make certain functions of All Space unavailable to you.
- 15.2 When you provide personal information to us, we will comply with the New Zealand Privacy Act 1993 and with our Privacy Policy set out at <https://allspace.co.nz/privacy-policy>.

### **16 DISCLAIMERS**

- 16.1 To the extent permitted by law, we have no liability or responsibility to you or any other person for any Loss in connection with:
- a any Contract;
  - b All Space being unavailable (in whole or in part) or performing slowly;
  - c the failure of any All Space user to comply with these Terms;
  - d any error in, or omission from, any information made available through All Space;
  - e any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use All Space. To avoid doubt, you are responsible for ensuring the process by which you access and use All Space protects you from this; and



- f any site linked from All Space. Any link on All Space to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
- 16.2 All Contracts are carried out entirely at your own risk. We exclude to the fullest extent permitted by applicable law all liability for any Loss arising out of or in any way connected with any other arrangements that you may have made in connection with All Space, or your use of All Space.
- 16.3 Without limiting clause 16.2:
  - a you rely on information provided by other All Space users at your own risk;
  - b you acknowledge we do not, control, inspect, endorse, approve or check the availability, condition or nature of an advertised Space or the accuracy, currency, truth or completeness of the information provided by All Space users and it is your responsibility to do so; and
  - c it is your responsibility to take any other necessary precautions before entering a Contract.

## **17 LIABILITY**

- 17.1 To the maximum extent permitted by law:
  - a you access and use All Space at your own risk; and
  - b we are not liable or responsible to you or any other person for any Loss under these Terms or in connection with All Space, or your access and use of (or inability to access or use) All Space. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 17.2 Except to the extent permitted by law, nothing in these Terms has the effect of contracting out of the New Zealand Consumer Guarantees Act 1993 or any other consumer protection law that cannot be excluded. To the extent our liability cannot be excluded but can be limited, our liability will be limited to NZD50.
- 17.3 To the maximum extent permitted by law and only to the extent clauses 17.1 and 17.2 of these Terms do not apply:
  - a our total liability to you in connection with these Terms or All Space will not exceed NZD50; and
  - b we will not be liable to you under or in connection with these Terms or All Space for any:
    - i. loss of profit, revenue, savings, business, use, data (including Content), and/or goodwill; or
    - ii. consequential, indirect, incidental or special damage or loss of any kind.
- 17.4 Clauses 17.1 to 17.3 do not apply to limit:
  - a our liability under or in connection with these Terms:
    - i. for personal injury or death; or
    - ii. for fraud or wilful misconduct; or
  - b any liability that cannot be excluded by law.

## **18 SUSPENSION AND TERMINATION**

- 18.1 You may cease using All Space at any time by removing your account from All Space. If you do this, these Terms and your right to access and use All Space will terminate immediately.
- 18.2 Either party may, by notice to the other party, immediately terminate these Terms and your right to access and use All Space if the other party:
- a breaches any material provision of the Agreement and the breach is not:
    - i. remedied within 10 days or the receipt of a notice from the first party requiring it to remedy the breach; or
    - ii. capable of being remedied; or
  - b becomes insolvent, liquidated, bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed or becomes subject to any form of insolvency action of external administration, or ceases to continue business for any reason.
- 18.3 Termination of these Terms does not affect either party's rights and obligations that accrued before that termination.
- 18.4 Clauses which, by their nature, are intended to survive termination of your right to access and use All Space, including clauses 12 to 17, 18.3, 18.4 and 19.2.
- 18.5 Subject to clause 18.3, no compensation is payable by us to you as a result of termination of these Terms for whatever reason, and you will not be entitled to a refund of any amount that you have already paid to us.
- 18.6 Without limiting any other right or remedy available, we may restrict or suspend your access to All Space if we consider you have:
- a undermined, or attempted to undermine, the security or integrity of All Space or any Underlying Systems;
  - b used, or attempted to use, All Space for improper purposes or in a manner, other than for normal operational purposes, that materially reduces the operational performance of All Space;
  - c transmitted or stored any Content that breaches or may breach these Terms or any third party right (including Intellectual Property Rights and privacy rights), or that is, or may be, Objectionable, incorrect or misleading;
  - d failed to pay any amount when due in accordance with clause 10; or
  - e otherwise materially breached these Terms.

## **19 GENERAL**

- 19.1 If we need to contact you, we may do so by email or by posting a notice on All Space. You agree that this satisfies all legal requirements in relation to written communications.
- 19.2 These Terms, and any dispute relating to these Terms or All Space, are governed by and must be interpreted in accordance with the laws of New Zealand. Each party submits to the non-exclusive jurisdiction of the Courts of New Zealand in relation to any dispute connected with these Terms or All Space.
- 19.3 We are not liable to you for any failure to perform our obligations under these Terms to the extent caused by an event that is beyond our reasonable control.

- 19.4 You may not assign, novate, subcontract or transfer any right or obligation under these Terms without our prior written consent, that consent not to be unreasonably withheld. You remain liable for your obligations under these Terms despite any approved assignment, subcontracting or transfer.
- 19.5 No person other than us and you has any right to a benefit under, or to enforce, these Terms.
- 19.6 Subject to clause 2.1, any variation to these Terms must be in writing and signed by both parties.
- 19.7 For us to waive a right under these Terms, that waiver must be in writing and signed by us.
- 19.8 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.
- 19.9 These Terms set out everything relating to your access and use of All Space and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to All Space that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.

## **SCHEDULE**

### **STANDARD CONTRACT TERMS**

#### **1 INTRODUCTION**

- 1.1 This Schedule sets out standard terms that apply to the Contract between the Host and the Renter, unless otherwise agreed between the Host and the Renter.
- 1.2 Capitalised terms used in this Schedule have the meanings given in clause 3 of the All Space Terms and Conditions.

#### **2 RENTER WARRANTIES AND ACKNOWLEDGMENTS**

- 2.1 The Renter warrants that:
  - a it has full knowledge of the Stored Goods; and
  - b it owns the Stored Goods and/or is entitled at law to deal with them in accordance with the Contract.
- 2.2 The Renter acknowledges that:
  - a the Contract does not grant the Renter a lease of the Space; and
  - b the Host:
    - i does not provide any service other than a licence to use the Space;
    - ii is not a bailee nor a warehouseman of the Stored Goods;
    - iii does not and will not be deemed to have knowledge of the Stored Goods; and
    - iv does not take possession of or any responsibility for the Stored Goods except as provided in clauses 4.4 and 7.1 of this Schedule.

#### **3 ACCESS TO AND CONDITIONS OF USE OF THE SPACE**

- 3.1 The Renter must:
  - a not store any Prohibited Goods in the Space;
  - b use the Space solely for the purpose of storage and not carry on any business or other activity in the Space;
  - c ensure the Stored Goods are dry, clean and free from vermin and food scraps when placed in the Space;
  - d not physically alter or damage the Space in any way (including the use of screws or nails) without the Host's prior consent. If the Space is damaged, the Host may charge the Renter for any repairs;
  - e not assign the Contract or let any other person store Stored Goods in the Space; and
  - f must comply with all health and safety or other notices for the Space.
- 3.2 The access hours for the Space are as set out in the Listing or otherwise agreed by the Host and the Renter.
- 3.3 The Host can provide 2 types of access for any Listing:

- a full access, where the Renter can access the Space without being accompanied by the Host; or
  - b partial access, where the Renter must give notice to, and be accompanied by, the Host in order to access the Space.
- 3.4 Where the Renter accesses the Space without being accompanied by the Host, the Renter must:
  - a secure the Space in the manner advised by the Host;
  - b ensure that the Space is kept clean and in a state of good repair;
- 3.5 The Host may refuse access to the Space by the Renter where any Rent is overdue.
- 3.6 Any items left unattended in common areas or outside the Space at any time may, at the Host's reasonable discretion be sold, moved or disposed of at the expense and liability of the Renter.

## **4 RISK AND RESPONSIBILITY**

- 4.1 If the Renter is using the Space for the purposes of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 (**CGA**) are excluded.
- 4.2 If the Host is not providing the Space in trade (as that term is defined in section 2 of the CGA), then the guarantees and remedies in the CGA do not apply.
- 4.3 If the CGA applies, the Renter acknowledges in accordance with clauses 2.2a, 2.2bi and 3.1a of this Schedule that the Host is only providing a licence to use the Space provided by the Host for the sole purpose of storing Stored Goods. No other undertakings or commitments are given or undertaken by the Host whether in tort, contract or other legal principle.
- 4.4 If the CGA applies, the Host's services come with non-excludable guarantees, including that they will be provided with reasonable care and skill. Otherwise, to the extent permitted by law, the Stored Goods are stored at the sole risk and responsibility of the Renter who is responsible for any and all theft, loss, damage to, and deterioration of the Stored Goods.
- 4.5 Where loss, damage or injury is caused by the Renter, the Renter's actions or the Renter's Stored Goods, the Renter will indemnify the Host from all claims in contract, tort or otherwise for any loss or damage to the property of, or personal injury to the Renter, the Host or the Space, third parties, and/or the true owner of the Stored Goods stored in the Space, resulting from or incidental to the use of the Space by the Renter (including but not limited to storage of Stored Goods in the Space, the Stored Goods themselves and/or the Renter accessing the Space).
- 4.6 The Renter is responsible (and must pay) for loss or damage caused by a third party who enters the Space at the request or direction of the Renter or (if applicable) using the Renter's key, access card or access code. The Renter is not responsible for access after it notifies the Host of the loss or theft of the key, access card or access code.

## **5 COMPLIANCE WITH LAWS**

- 5.1 The Renter must comply with all relevant laws applicable to the use of the Space. This includes laws relating to the Stored Goods which are stored, and the manner in which they are stored. Liability for any breach of such laws by the Rent rests absolutely with the Renter and includes all costs resulting from such breach.
- 5.2 If the Host believes at any time (in its sole discretion) that the Renter is not complying with clause 5.1 of this Schedule, the Host may, at any time:
  - a take any action the Host believes necessary to so comply, including inspection of the Space and/or termination under clause 8.1 of this Schedule;

- b immediately remove or dispose of the Stored Goods in the Space at the Renter's expense; and/or
- c contact, cooperate with and/or submit the Stored Goods to the relevant authorities.

## **6 INSPECTION AND ENTRY BY THE HOST**

- 6.1 The Renter consents to inspection and entry of the Space by the Host on 14 days' written notice.
- 6.2 In the event of an emergency, the Host may enter the Space without the prior written consent of the Renter. The Host will notify the Renter as soon as practicable of such entry. The Renter irrevocably consents to such entry. An emergency includes but is not limited to where the Host believes that clauses 3.1a or 5.1 of this Schedule are being breached, or where property, the environment or human life is, in the opinion of the Host, threatened, or to allow access, inspection or seizure by relevant authorities.

## **7 DEFAULT**

- 7.1 All Stored Goods in the Space are subject to a general lien in favour of the Host for all Rent and other amounts owed to the Host. If the Rent or any other amount owed to the Host is not paid in full within 30 days of the due date, the Host may enter the Space and/or take possession of any Stored Goods in the Space and may, at the Host's sole discretion, do any one or more of the following:
  - a sell the Stored Goods by private arrangement or public auction to offset any unpaid Rent or any other amount owed to the Host and costs associated with collection of Rent and/or disposal of the Stored Goods;
  - b dispose of the Stored Goods in any other manner as the Host sees fit, whether for value or not, if the Stored Goods are unsaleable, remain unsold after being offered for sale, pose a health and safety risk, or are of insufficient value to warrant a formal sale process; and/or
  - c if the Host believes in its reasonable opinion that it is a health and safety risk to conduct an inventory of the Stored Goods in the Space, dispose of some or all of the Stored Goods without doing an inventory.
- 7.2 The Host will give notice to the Renter and permit a reasonable period for the Renter to rectify a default before taking possession and selling/disposing of Stored Goods.
- 7.3 If any money is recovered from the sale or disposal of Stored Goods, that money will be used as follows:
  - a first, to pay the costs incurred by the Host in connection with re-entering the Space and selling or disposing of the Stored Goods;
  - b second, to pay all Rent (including Commission) owed (and where the balance after the payment of the Host's costs under clause 7.3a of this Schedule are insufficient to cover the full Rent owed, the funds will be divided between the Host and All Space Limited pro rata in accordance with the net amount outstanding to each of them); and
  - c third, to pay any other amounts owed to the Host by the Renter; and
  - d fourth, any excess will be sent to the Renter.

## **8 TERMINATION**

- 8.1 The Contract may be terminated:
  - a by either party on 2 weeks' notice to the other party; or

- b by the Host immediately without notice if the Renter fails to pay the Rent or breaches clauses 3.1, 3.4 or 5.1 of this Schedule.
- 8.2 On expiry or termination of the Contract the Renter must:
  - a remove all Stored Goods from the Space and leave the Space in a clean condition and good state of repair to the satisfaction of the Host (acting reasonably); and
  - b pay any outstanding moneys.
- 8.3 If the Host reasonably believes that the Renter is unable to carry its obligations under clause 8.2a of this Schedule or the Renter does not respond in a reasonable period to notices sent by the Host, the Host may, but is not obliged to, access the Space to carry out those obligations and the Renter irrevocably authorises the Host to take this action.
- 8.4 If the Renter fails to remove all Stored Goods from the Space on expiry or termination of the Contract, the Host is authorised to (in its discretion) sell or otherwise dispose of the Stored Goods, regardless of the nature or value of the Stored Goods. The Host will give 14 days' notice of the intended disposal.
- 8.5 Expiry or termination of the Contract does not affect each party's rights and obligations accrued before the termination or expiry date.