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**STANDARD SELF STORAGE AGREEMENT**

**AGREEMENT NO.**

**(Malaysia)**

**STORER DETAILS**

 **<FOR BUSINESSES/PARTNERSHIPS/COMPANIES>**

Business Name:......................................................................................................................................................Company/Registration No.:..............................................

**<FOR INDIVIDUALS>**

Ms/Mrs/Mr.........

First Name:....................................................................................................... Surname:.............................................................................................…...……….

🞎 I.D. Sighted

NRIC number:.................................………………..………………….Expiry Date…………..................……Date of Birth …….…….……….

Home /Business Address:………………………..…………………………………………………………………………………………………..…. Postal code:….….….……

Postal Address:…………… …………………………………………………....................................................................……......……………….… Postal code:……….……

Phone Numbers: Home: ……………………………….………………. Work:…………..………………..………………… Mobile:…………………………….………

Fax No.:....................................................……..:……… Email:……………………………………………………………………………………………………………………...

**The Storer consents to receiving all Notices from this Facility on the email provided above. By consenting to this you agree that no correspondence will be sent by traditional mail. It is your obligation to update your email address when necessary.**

 **❑ Yes, I consent to electronic communication only**

**Please advise us immediately if your address or contact details or those of your alternate person change.**

**Alternate Contact Person**: Ms/Mrs/Mr/ First Name:...............................................................................Last Name:.................................................................................

Home Address:…………………………..…………………………………………………………………………………………………………………… Postcode:…….….…

Phone Nos: Home:. ………………………………Work:…..……………...……..Mobile ……………………..

Email:………………………..………………………………….…………………………………..

## STORAGE DETAILS

**Space**:...........……….Storage Period: From. …...../........./……...To:…....../........./……....and then extended automatically until ………….days’ notice is given by either party.

**STORAGE COSTS:** (Payable on the date of commencement)

Deposit: RM………….……………...

Storage Fee RM...........………...per week / fortnight / Calendar month

Cleaning Fee: RM.................... Disposal Fee RM............................

Administration Fee RM......................

Late Payment Fee RM.................. applied 5 days. After due dates

Fee for any cheque returned unpaid RM……............ plus Bank Fee RM……………

All Fees include sales tax and service tax, except the Deposit, which is refundable

**I accept/decline insurance of my/our goods.**

Storer’s Signature]......................................................…………….............

***(Cross out if insurance was not offered)***

**PLEASE READ CONDITIONS FOLLOWING CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM.**

**I agree to be bound by the conditions of this Agreement as shown Following.**

Storer’s Signature:......................................................…………….......

# Date of this Agreement day of 20.......

**Accepted by Owner – Signed for on behalf of Owner**

………………………………………………………

# Use of PERSONAL information

I hereby give my consent to the FO to:

1. collect, store, process and share my data, including but not limited to my personal information, storage account operating history, credit worthiness and any other relevant information in relation to my use of self-storage facilities;
2. disseminate, disclose and share my personal data to third parties who provide services or functions for and on behalf of the FO including, without limitation, to the Self Storage Association Asia and its affiliates; and
3. disseminate, disclose and share my personal data to the relevant governmental authorities, credit bureau or third parties,

for the following purposes, including but not limited to:

1. conducting credit and background checks;
2. receiving updates, news, promotional and marketing mails or materials;
3. research and study for the FO and the Self Storage Association Asia and its affiliates;
4. compiling of reports and market studies for the FO and the Self Storage Association Asia and its affiliates;
5. transferring / sharing such information with the affiliates of the FO and the Self Storage Association Asia; and
6. where required by law, regulation or for legal purposes.

For the purposes of updating or correcting such data, you may at any time apply to the FO to have access to your personal data which are stored by them.

For avoidance of doubt personal data includes all data defined within the Personal Data Protection Act 2010 (Act 709 of 2010) including all data you had disclosed to the FO in this form.

**The Agreement**

1. The Storer and the Facility Owner (“**FO**”) agree that the Agreement is entirely contained within this document and the Fee Schedule as updated from time to time.
2. The Storer:
	1. has the right to store all items in the Space allocated by the **FO** pursuant to the terms and conditions in this Agreement, which are not against or in contravention of any laws, rules, regulations and public policy of Malaysia (“**Goods**”);
	2. is deemed to have knowledge of the Goods in the Space;
	3. warrants that they are the owner of the Goods in the Space and/or are entitled at law to deal with the Goods in accordance with all aspects of this Agreement; and
	4. has inspected the Space and/or agrees the Space is satisfactory for storage of the type, nature and volume of the Stored Goods, including but not limited to any need for climate control, air conditioning or unique measurement requirements and shall not raise any objection on such basis.
3. The **FO**:
	1. does not have, and will not be deemed to have, knowledge of the Goods;
	2. is not a landlord; and
	3. is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that the **FO** does not take possession of the Goods.
4. Notwithstanding any other provision of this Agreement, the Storer unconditionally and irrevocably agrees the **FO** shall have the right from time to time and at any time to make such amendments to the terms of the Agreement as may be appropriate for the purposes of ensuring compliance with applicable law, for administrative purposes or any other reason deemed necessary at the discretion of the **FO**. In the event of any change to the Agreement the Storer will be given Notice, and the changes will apply from the time the Notice is sent.

**COST**

1. The Storer must upon signing the Agreement pay to the **FO**:
	1. the Deposit, which the **FO** may deduct against for damage to the Space, unpaid fees or any other expenses or costs outstanding (any remaining Deposit will be refunded by cheque within 30 days of termination of this Agreement); and
	2. the Administration Fee.
2. The Storer is:
	1. responsible to pay the Storage Fee being the amount indicated in this Agreement or the amount notified to the Storer in writing by the **FO** from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to see that payment is made directly to the **FO**, on time, in full, throughout the period of storage. The **FO** does not normally bill for fees;
	2. prohibited from making a payment by direct debit or credit without faxing a copy of the deposit slip or banking details to the FO, and clearly identifying the Storer’s name, the Space number and the Facility. Failure to comply with this provision may result in the FO enforcing rights outlined in Clause 7, and the Storer authorizes the FO to do so;
	3. responsible to pay the Cleaning fee, as indicated on the front on this Agreement, is payable at the **FO**’s discretion;
	4. responsible to pay a Late Payment Fee, as indicated on the front on this Agreement, which becomes payable each time a payment is late by or greater than 5 days;

 e. responsible for any costs incurred by the **FO** in collecting late or unpaid Storage Fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, and/or the default action costs; and

f. responsible for payment of any government taxes or charges (including any sales tax and service tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

**DEFAULT**

1. Notwithstanding clause 20, the Storer acknowledges that, in the event of the Storage Fee, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, the FO may, without further notice, enter the Space and take possession of all goods and articles in the Space, by force or otherwise, retain the Deposit and/or sell or dispose of any Goods in the Space on such terms that the **FO** may determine. The **FO** may also require payment of default action costs, including any costs associated with accessing the Storer’s Space and disposal or sale of the Storer’s Goods. Any excess moneys recovered by the **FO** on disposal will be returned to the Storer.
2. If the Storer has more than one Space, any breach or default in regards to one Space will authorize the **FO** to enforce default action with regards to all the. Storer’s Spaces, including but not limited to refusing the Storer access to the Spaces and/or Facility.

**ACCESS and CONDITIONS**

1. The Storer:
	1. will be solely responsible for the securing of the Space and shall so secure the Space at all times when the Storer is not in the Space in a manner which is acceptable to the **FO**, and where applicable will secure the external gates or doors of the premises;
	2. must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable, including animals, or that are a risk to the property of any person;
	3. must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
	4. will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space and accepts full responsibility and shall indemnify the FO in respect of any and all liability arising from a contravention of this clause;
	5. must not inhabit, reside or live in the Space;
	6. must not attach nails, screws etc. to any part of the Space and must maintain the Space by ensuring it is clean and in a state of good repair and must not damage or alter the Space without the **FO**’s consent; in the event of uncleanliness of or damage to the Space or the **FO** will be entitled to retain the Storer’s deposit, charge a cleaning fee, and/or full reimbursement from the Storer to the value of the repairs required and the Storer shall indemnify the FO in respect of any and all liability, cost and expenses arising from the contravention of this clause;
	7. must not leave any items, including boxes, wrapping, rubbish or other items, in communal areas or in or around the Facility or access thereto. Any such leaving of items will be disposed of and the Storer will be charged a Disposal Fee;
	8. shall be considered only as a bare licencee and shall only have a contractual interest in the Space only and does not and will not have any interest in land whatsoever;
	9. cannot assign this Agreement without the prior written approval of the Storer, and any purported assignment shall be legally ineffective and shall also constitute a fundamental breach of this Agreement;
	10. must give Notice to the **FO** in writing of the change of address of the Storer or the Alternate Contact Person within 48 hours of any change;
	11. grants the **FO** the entitlement to discuss any default by the Storer with the Alternate Contact Person registered on the front of this Agreement; and
	12. acknowledges and agrees that the contractual right to use the Space is personal to the Storer only and, if the Storer is an individual, will automatically terminate upon the death of the Storer. If the Storer is a corporate or business entity, the right to use the Space will automatically terminate upon commencement of liquidation or similar proceedings in respect of the Storer. The Goods will be held over for a further period of 42 days pending collection by the person entitled in law to receive the same on behalf of the Storer, as determined by the **FO** in its discretion and on such terms as the **FO** may determine. After expiry of such 42 day period, the Goods will be sold or disposed of on such terms as the **FO** may determine and the proceeds used to settle any outstanding fees owing to the **FO**.
2. The **FO** may refuse access to the Space by the Storer where moneys are owing by the Storer to the **FO**, whether or not a formal demand for payment of such moneys has been made. Further, the **FO** may limit, restrict, regulate or change the opening hours or access to the Facility.
3. The FO reserves the right to relocate the Storer to another Space under certain circumstances including but not limited to damage to the Facility or Space, maintenance work or any other reason the FO deems reasonable.
4. No oral statements made by the FO or its employees shall form part of this Agreement, and no failure or delay by the FO to exercise its rights under this Agreement will operate to waiver those rights.

**RISK**

1. The Goods are stored at the sole risk and responsibility of the Storer who shall be responsible for any and all theft, damage to, and deterioration of the Goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever including acts or omissions, negligent deliberate or otherwise, of the FO or persons under its control. In any event and notwithstanding anything contained in this Agreement, in no circumstances shall the FO be liable, in contract, tort (including negligence or breach of any statutory duty) or otherwise howsoever, and whatever the cause thereof,
2. for any loss or damage to the Goods;
3. for any increased costs or expenses;
4. for any loss of profit, business, contracts, revenues, or anticipated savings; or
5. for any special, indirect and/or consequential damage of any nature whatsoever.
6. The Storer agrees to indemnify and keep indemnified the FO from all claims for any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the Space by the Storer.
7. The Storer acknowledges and agrees to comply with all relevant laws, including Acts and Ordinances, Statutes, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Space. This includes laws relating to the material which is stored, and the manner in which it is stored. The liability for any and all breach of such laws rests absolutely with the Storer, and includes any and all costs resulting from such a breach.
8. In addition to any other remedies as may become available to it the FO may, if the FO has reason to believe that the Storer is not complying with all relevant laws the FO may take any action the FO believes to be necessary, including but not limited to the action outlined in clauses 18 & 20, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer’s expense. The Storer agrees that the FO may take such action at any time even though the FO could have acted earlier.

**INSPECTION**

1. Subject to clause 18 the Storer consents to inspection and entry of the Space by the FO provided that the FO gives 14 days written Notice.
2. In the event of an emergency, that is where property, the environment, or animal or human life is, in the opinion of the FO, threatened, the FO may enter the Space using all necessary force without the written consent of the Storer, but the FO shall notify the Storer as soon as practicable. The Storer irrevocably and unconditionally consents to such entry.

**NOTICE**

1. Notices will usually be given by email, or if given in writing will be left at, or posted to, or faxed to the address of the Storer or the FO. In relation to the giving of Notices to the FO, Notices must actually be received to be valid. In the event of not being able to contact the Storer, Notice is deemed to have been given to the Storer by the FO if the FO serves that Notice on the Alternate Contact Person as identified on the front of this Agreement, or has sent Notices to the last notified address of the Storer or Alternate Contact Person.

**TERMINATION**

1. Once the initial fixed period of storage has ended, either party may terminate this Agreement and consequently the Storage Period by giving the other party Termination Notice as indicated on the front of this Agreement. In the event of illegal or environmentally harmful activities on the part of the Storer the FO may terminate the Agreement without Notice. The FO is entitled to retain a portion of the Deposit if less than the requisite Notice is given by the Storer. At the end of the Storage Period the Storer must remove all Goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the FO on the date specified. The Storer must pay any outstanding moneys and any expenses on default or other moneys owed to the FO up to the date of termination, or clause 7 may apply. Any calculation of the outstanding fees will be by the FO and such calculation will be final. If the FO enters the Space for any reason and there are no Goods stored therein, the FO may terminate the Agreement without giving prior Notice, but the FO will send Notice to the Storer in writing within 7 days.
2. The Parties’ liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement and the Storage Period.
3. Goods left in the Space at the end of the Storage Period are deemed abandoned and will be destroyed or disposed of within 48 hours of the Space being vacated. The Storer may be charged a Cleaning and/or Disposal Fee for this service.

**THIRD PARTIES**

1. A person who is not a party to this Agreement shall have no rights to enforce any terms of this Agreement.

**LIMITATION OF LIABILITY**

1. The Storer:
	1. agrees that the terms of this Agreement constitute the whole contract with the **FO** and that, in entering this contract, the Storer relies upon no representations other than those contained in this Agreement.
	2. acknowledges that it has raised all queries relevant to its decision to enter this Agreement with the **FO** and that the **FO** has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by the **FO**, been reduced to writing and incorporated into the terms of this Agreement.
2. The FO will not be liable in the event that it is unable to uphold or perform any aspect of this Agreement, including the ability to access the Facility, or any loss or damage to goods, due to riots, strikes, acts of terrorism, acts of God, civil unrest, lock-outs or any other matters beyond the control of the FO.

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The use of this form of agreement is subject to terms and conditions agreed with SSAA. No unauthorized reproduction, transmission or distribution of this document is permitted.

1. Any damages, whether for physical and/or economic loss or damage, which the FO is liable to pay to the Storer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases to a maximum of [RM].

**JURISDICTION**

1. This Agreement shall be governed by and construed in accordance with the laws of Malaysia, and the Storer and the FO agree that the non-exclusive jurisdiction of the Malaysian courts apply with regard to any claim or dispute arising in relation to or under the terms of this Agreement.