

**AGREEMENT NO.**

**STANDARD SELF STORAGE AGREEMENT ©**

**Between:** ……………….………………………………………………………………………………….……………………………………… (“Facility Owner”), and

**BUSINESS**

Company Name: ………………………….…………………………………………………………………… B.R No. ………………………………….……... (“Storer”)

**OR INDIVIDUAL**

Ms / Mrs / Mr , First Name: ………………..…...… Surname: ….…………....…………………………………………………………………………………… (“Storer”)

**Contact**: Ms / Mrs / Mr , First Name: …………….…….…...… Surname: ….…………....…..………………………….. HKID ………………………..ID Verified

Address: ……………..………………………………………………………….…………………………..……………………………………………………………………

Contact Details: Mobile: …………………………. Office / Home: ………….……….………. Email: ……………..………………………….…….…………...…………

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| --- | --- |
| **The Storer consents to receiving all Notices and correspondence from this Facility electronically. By consenting to this, the Storer agrees that no Notices or correspondence will be sent by traditional mail. It is the Storer’s obligation to update us with the Storer’s contact details.** | ** Yes, I consent to electronic communication only** |
| **The Facility Owner may wish to send certain marketing and promotional material to the Storer about various services that may be of interest to the Storer, Please indicate if the Storer is willing to receive such information.** | ** Yes I consent to receiving promotional material** |

**Alternate Contact Person**: Ms / Mrs / Mr , First Name: ……………………………...…. Surname: ….………..……………………………. HKID …………………….

Address: ……………………………………………….…………………………….………………………..………………………………………….………………………..

Contact Details: Mobile: …………………………. Office / Home: …………..……….………. Email: ……………………………..…………………………………….…..

**Please advise us immediately if the Storer’s address or contact numbers or those of your alternate person change**

**STORAGE DETAILS**

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

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

|  |  |  |
| --- | --- | --- |
| Deposit: | HK$………….……………... | |
| Storage Fee | HK$....................... per week/fortnight/calendar month | |
| Administration Fee | HK$................... |  |
| Cleaning Fee | HK$..................... |  |
| Late Payment Fee | HK$............... | applied ………days after due dates |

Fee for any cheque returned unpaid HK$……..... plus Bank Fee HK$……

**PLEASE READ THE CONDITIONS OVERLEAF CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM**

**Our company/I agree to be bound by the conditions of this Agreement as shown overleaf.**

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

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

**On behalf of the storage owner, the representative agrees.**

Signature …………………………… Chop:

**Our company/I accept/decline insurance of my goods**

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

**CONSENT TO BACKGROUND CHECK**

By applying for storage with this Facility our company/I consent to the undertaking a search of my details, and to our company’s/my details and personal information being shared on a confidential basis with a third party organization to establish if there is any risk of potential default in payment of fees by our company/me.

**KEY POINTS (SEE OVER)**

* All payments are to be made in advance by the Storer.
* Goods are stored at the Storer’s own risk. The Storer should take out appropriate and sufficient insurance cover.
* The Facility Owner is not liable for the loss/damage of any goods stored in its Premises**.**
* The Storer must not store hazards dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods. The Storer shall be liable to the Facility Owner for any loss / damage caused by those goods.
* The Space will only be accessible during set access hours as posted by the Facility Owner from time to time.
* .....……..days notice must be given for termination of this agreement.
* The Storer must promptly notify the Facility Owner of all changes of address, email and contact telephone numbers.
* If the Storer fail to comply with the conditions of this agreement the Facility Owner will have certain rights which include forfeiture of your Deposit and the right to seize and sell and/or dispose of the Storer’s goods.
* The Facility Owner has the right to refuse the Storer access if all fees are not paid promptly.
* The Facility Owner has the right to enter the Storer’s unit in certain circumstances.
* If any payment remains unpaid after ……..days, Facility Owner reserves the right to over-lock the Storer’s unit.

**Our company/I acknowledge that these key points have been brought to my attention**

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

**TERMS AND CONDITIONS OF THIS AGREEMENT**

|  |  |  |
| --- | --- | --- |
| **STORAGE**:  **1.** The Storer:  (a) may store Goods in the Space allocated to the Storer by the Facility Owner (“FO”), and only in that Space;  (b) is deemed to have knowledge of the Goods in the Space;  (c) warrants that they are the owner of the Goods in the Space and have an absolute title to the Goods in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.  **2.** The FO:  (a) does not have and will not be deemed to have, knowledge of the Goods;  (b) is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that the FO does not take possession of the Goods.  **COST**:  **3.** The Storer must upon signing the Agreement pay to the FO:  (a) the Deposit (refunded within 30 days of termination when applicable) and/or  (b) the Administration Fee.  **4.** The Storer is responsible for payment of:  (a) the Storage Fee, being the amount indicated in this Agreement or the amount notified to the Storer by the FO from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to ensure that payment is made directly to the FO on time, and in full, throughout the period of storage. Any Storage Fees paid by direct deposit/bank transfer will not be credited to Storer’s account unless the Storer identifies the deposit clearly and as directed by the FO. The FO is indemnified from any claim for enforcement of the Agreement due to the Storer’s failure to identify a deposit, including the sale of the Storer’s Goods.  (b) the Cleaning Fee, as indicated on the front on this Agreement, is payable at the sole discretion of the FO.  (c) a Late Payment Fee, as indicated on the front on this Agreement, which becomes payable each time a payment is late.  (d) 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, personnel and/or the default action costs, and legal fees and expenses.  **5.** The Storer will be fully responsible for payment of any government taxes or charges whatsoever related to the storage of Goods under this Agreement.  **DEFAULT**:  **6.** Notwithstanding clause 23, Storer agrees 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, 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 in its sole discretion determine. In such event Storer agrees that possession of the Goods shall pass from Storer to the FO at the moment the FO accesses the Space. The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value. The Storer will be fully responsible for payment of all costs associated with the FO accessing the Storer’s Space and the disposal or sale of the Storer’s Goods.  **RIGHT TO DISPOSE OF GOODS:**  **7.** If, in the opinion of the FO and at the sole discretion of the FO, a defaulting Storer’s Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, the FO may dispose of all Goods in the Storer’s Space by any means at the expense and sole liability of the Storer.  **8.** Upon Termination of the Agreement (Clause 23) by either the Storer or the FO, in the event that a Storer fails to remove all Goods from their Space or the Facility, the Storer authorises the FO to dispose of all Goods by any means 7 days from the Termination Date, regardless of the nature or value of the Goods. The Storer hereby waives any claim interests entitlement against the loss of title in the Goods and irrevocably assign the title in the Goods to the FO forthwith upon the occurrence of any of the events above.  **9.** Any items left unattended in common areas or outside the Storer’s Space at any time may, at the FO’s sole discretion be sold, disposed of, or moved immediately at the sole expense and liability of the Storer.  **ACCESS AND CONDITIONS**:  **10.** The Storer:  (a) has the right to access the Space during Access Hours as posted by the FO and subject to the terms of this Agreement;  (b) will be solely responsible for the securing of the Space, and shall secure the Space at all times when the Storer is not in the Space in a manner acceptable to the FO, and where applicable, the Storer will secure the external gates and/or doors of the Facility. The Storer is not permitted to apply a padlock to their Space in the FO’s overlocking position, and the FO be entitled to have any such padlock forcefully cut off at the Storer’s liability and expense;  (c) must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or may pose a risk to any person or other property;  (d) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;  (e) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;  (f) 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 whatsoever without the FO’s consent; in the event of uncleanliness of or damage to the Space or Facility the FO will be entitled to retain the Storer’s deposit, charge a Cleaning Fee, and recover full reimbursement from the Storer for the full value of any repairs required.  (g) cannot assign this Agreement;  (h) must give Notice to the FO in writing of the change of address, phone numbers or email address of the Storer or the Alternate Contact Person (“ACP”) within 48 hours of any change;  (i) grants the FO entitlement to discuss any default by the Storer with the “ACP” registered on the front of this Agreement.  **11.** The FO may refuse access to any person, to the Space and/or the Facility in the event that monies are owed by the Storer to the FO, regardless of whether or not a formal demand for payment has been made.  **12.** The FO will not be liable for any loss or damages suffered by the Storer resulting from an inability to access the Facility or the Space, regardless of the cause.  **13.** The FO reserves the right to relocate the Storer to another Space under certain circumstances at the sole discretion of the FO. | **14.** The Storer hereby authorises the FO to dispose of the Storer’s Goods in the event that Goods are damaged due to fire, flood or other event that has rendered Goods, in the sole opinion of the FO, severely damaged, of no commercial value, or dangerous to the Facility, any persons, or other Storers and/or their Goods. The FO is not required to notify the Storer of any such action in advance, but will send Notice to the Storer within 7 days.  **15.** The Storer:  (a) agrees that the terms of this document constitute the whole contract with the FO and that, in entering this contract, the Storer relies upon no representations, oral of otherwise, other than those contained in this Agreement.  (b) 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 full 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. No failure or delay by the FO to exercise its rights under this Agreement will operate as a waiver to those rights.  **RISK AND RESPONSIBILITY**:  **16.** 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, any Force Majeure event or any other reason whatsoever.  **17.** 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 or death of the Storer, the Facility, the FO or third parties to the maximum extent permitted by law, resulting from or incidental to the use of the Space by the Storer, including but not limited to the storage of Goods in the Space, the Goods themselves and/or accessing the Facility.  **18.** The Storer acknowledges and agrees to comply with all relevant laws, including Ordinances, 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.  **19.** 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 in its sole discretion believes to be necessary, including but not limited to the action outlined in clauses 21 & 23, 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 AND ENTRY BY THE FO**:  **20.** Subject to clause 21 the Storer consents to inspection and entry of the Space by the FO provided that the FO gives 21 days written Notice.  **21.** The Storer agrees that in the event of an emergency, or where obliged to do so by law or in the event that property, the environment, or human life is, in the opinion of the FO, threatened, the FO may enter the Space using all necessary force without prior notice to the Storer.In such event the FO shall notify the Storer as soon as practicable thereafter.  **NOTICE**:  **22.** Notices will usually be given by email or SMS, or otherwise will be left at, or posted to, or faxed to the address of the Storer. In relation to the giving of Notices by the Storer to the FO, Notices must be in writing and actually be received to be valid, and the FO may specify a required method. 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 ACP as identified on the front of this Agreement, and/or has sent Notices to the last notified address or other contact including SMS or email of the Storer or ACP. In the event that there is more than one Storer, Notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice required under this Agreement.  **TERMINATION**:  **23.** Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with the period indicated on the front of this Agreement. In the event of any 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 or charge apportioned storage fees if less than the requisite Notice is given by the Storer. The Storer must remove all Goods in the Space before the close of business on the Termination Date and leave the Space in a clean condition and in a good state of repair to the satisfaction of the FO. In the event that Goods are left in the Space after the Termination Date, clause 8 will apply. The Storer must pay any outstanding Storage Fees and any expenses on defaultor any other moneys owed to the FO up to the Termination Date, or clauses 6, 7 or 8 may apply. Any calculation of the outstanding fees will be made solely by the FO. If the FO enters the Space for any reason and there are no Goods stored therein, the FO may terminate the Agreement without prior Notice, but the FO will send Notice to the Storer within 7 days.  **24.** The Parties’ liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement shall survive termination of this Agreement.  **SEVERANCE:**  **25.** All provisions in this Agreement are severable and no provision herein shall be affected by the invalidity of any other such provision.  **MEDIATION OF DISPUTES:**  **26.** The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief, that it has first offered to submit the dispute to mediation.  **JURISDICTION:**  **27.** This Agreement shall be governed by and construed in accordance with the laws of the Special Administration Region of Hong Kong (“Hong Kong”), and the parties submit to the exclusive jurisdiction of Hong Kong. |  |