

**AGREEMENT NO.**

**MANAGED SELF STORAGE AGREEMENT ©**

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

**BUSINESSES / PARTNERSHIPS / COMPANIES**

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: ……………..………………………….…….…………...…………

|  |  |
| --- | --- |
| **The Storer consents to receiving all Notices and correspondence from this Facility electronically. By consenting to this you agree that no Notices or correspondence will be sent by traditional mail. It is your obligation to update us with your contact details.** | ** Yes, I consent to electronic communication only** |
| **The Facility Owner may wish to send certain marketing and promotional material to you about various services that may be of interest to you, please indicate if you are willing to receive such information.**  *(note: you may withdraw your agreement at any time)* | ** 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 your 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 notice is given by either party.

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

|  |  |  |
| --- | --- | --- |
| Deposit: | HK$………….……………... | |
| Storage Fee | HK$....................... per week/fortnight/calendar month | |
| Cleaning Fee: | HK$................... |  |
| Administration Fee | HK$..................... |  |
| 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**

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

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

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

**Accepted for and on behalf of Facility Owner**

Signature …………………………… Chop:

**CONSENT TO BACKGROUND CHECK**

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

**KEY POINTS (SEE OVER)**

* All payments are to be made in advance by you (the Storer).
* Goods are stored at your own risk. You 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.
* You must not store hazards dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods. You 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 you 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 your goods. (See clause 6)
* The Facility Owner has the right to refuse access if all fees are not paid promptly. (See clause 11)
* The Facility Owner has the right to enter in certain circumstances. (See clauses 6, 13, 15, 20, 21 & 23)

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

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

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

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

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

**MANAGED SELF STORAGE AGREEMENT TERMS AND CONDITIONS**

|  |  |  |
| --- | --- | --- |
| **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) is a bailee of the Goods (including all Goods stored in the Space at any given time), and  (b) has a general lien over all Goods until the FO receives payment of any sum due to it. If the FO does not receive payment within 6 months after payment is due, the FO may, subject to the other terms of this Agreement, including Clause 6, without any further notice to the Storer or any other person interested in the Goods, sell the Goods by public auction or private treaty and deduct any amounts due to the FO including all expenses related to the sale and delivery of the Goods.  **FEES, COSTS AND EXPENSES**:  **3.** The Storer must upon signing the Agreement pay to the FO:  (a) the Deposit (which the FO shall use its reasonable endeavours to refund within 30 days of termination of this Agreement, 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 on demand 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 or expenses incurred by the FO in collecting late or unpaid Storage Fees, maintaining the Goods, selling any of the Goods in enforcement of any lien, or in enforcing this Agreement in any way, including but not limited to; postal, telephone, debt collection, advertising, 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 or provision of supplies under this Agreement.  **DEFAULT**:  **6.** Notwithstanding clause 23, the Storer agrees that, in the event of the Storage Fee, Cost, Expenses or any other money owing under this Agreement, not being paid in full within six (6) months of the due date, and the FO has sent at least 2 notices of late payment to the Storer, 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. The FO may also require payment of default action Costs, including any Costs or Expenses associated with accessing the Storer’s Space, maintaining the Goods, and the disposal or sale of the Storer’s Goods. In the event excess monies are recovered by the Owner on disposal then these monies shall be returned to the Storer, subject to the Storer being contactable within 30 days at the latest contact details advised in writing to the FO.  **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 their Goods during Access Hours as posted by the FO and subject to the terms of this Agreement;  (b) must not store any Goods that are dangerous, hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that may pose a risk to any person or other property;  (c) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;  (d) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;  (e) 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.  (f) cannot assign this Agreement;  (g) must give Notice to the FO in writing of the change of address, phone numbers or email of the Storer or the Alternate Contact Person (“ACP”) within 48 hours of any change;  (h) grants the FO entitlement to discuss any default by the Storer with the “ACP” registered on the front of this Agreement.  (i) must not apply a padlock to their Space to which the FO does not have a key or the ability to unlock. Any such lock will be forcefully removed at the Storer’s expense.  **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 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.  **14.** 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.  (c) 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. | **15.** The FO reserves the right to relocate the Storer to another Space at the FO’s sole discretion without reference and/or explanation to the Storer.  **16.** 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 as a future waiver to exercise those rights.  **RISK AND RESPONSIBILITY**:  **17.** 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.  **18.** 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.  **19.** 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.  **20.** 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**:  **21.** The Storer acknowledges that the FO has the right to access the Space and may access the  Space for any purpose, including the deposit or retrieval of Goods on the Storer’s specific, general or implied instructions, in the event of emergency, that is where property, the environment or human life is, in the sole opinion of the FO, threatened, to allow inspection or seizure by relevant authorities, for the purpose of general inspection of the Space or the Goods, or any other purpose the FO believes necessary for the enforcement of this Agreement or the operation of the Facility.  **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. Further, the Storer and the FO agree that the FO may, but is not obliged to, give notice of any sale in enforcement of a lien arising in relation to this Agreement in any publicly available newspaper, and may include the Storer’s name for this purpose.  **TERMINATION**:  **23.** Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice as 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 a portion of the Deposit if less than the requisite Notice is given by the Storer. Upon termination 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 money and any expenses on default or other money owed to the FO up to the date of termination, or Clause 6 may apply. Any calculation of outstanding Fees will be made solely 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.  **24.** The Storer’s liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement shall survive termination of this Agreement.  **PROPERTY:**  **25.** The Storer agrees that the FO’s lien over the Goods shall constitute a security interest for the obligations of the Storer under this Agreement. The Storer must, at its cost and immediately upon the FO's request:  (a) do all things reasonably required (including execution of documents) to ensure the FO has a continuously perfected security interest created in the Goods pursuant to this Agreement. This includes, but is not limited to:   1. providing details of any item of collateral sufficient to complete registration of the security interest in accordance with the requirements of Part 8 of the Companies Ordinance (Cap 622); 2. enabling the FO to apply for registration of, or give any notification in relation to, the security interest; 3. enabling the FO to exercise its rights in relation to the security interest;   (b) procure from any person considered by the FO to be relevant to its security position, such  agreements and waivers as the FO may at any time require, to ensure the FO attains the highest  ranking security possible in respect of the security interest;  (c) not claim nor exert any right of possession over the Goods in any manner contrary to the FO's lien or right to possession of the Goods.  **26.** The Storer hereby consents to the appointment of the FO as an interested person for the purposes of section 333(4)(b) of the Companies Ordinance (Cap 622).  **27.** The Storer hereby waives any right to receive any copies of registration documents, notifications, verifications, disclosures or other documentation related to the registration of any security interest created in the Goods by the FO.  **28**. The Storer agrees not to register a security interest over the FO.  **SEVERANCE:**  **29.** 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:**  **30.** 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:**  **31.** This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, and the Storer and the FO agree that the non-exclusive jurisdiction of the Hong Kong courts apply with regard to any claim or dispute arising in relation to or under the terms of this Agreement. |  |