

Storage services – Special Conditions

General terms and conditions

1. These Special Conditions apply in addition to TCNZ's Terms and Conditions of Trade (found at www.towercranesnz.com). The Special Conditions and Terms and Conditions of Trade shall be taken as mutually explanatory, but in the case of ambiguity or conflict the Special Conditions prevail.
2. Words and phrases with capital initial letters that are not otherwise defined in these Special Conditions have the meaning set out in the Terms and Conditions of Trade.

Storage Services

3. The Customer warrants that they are the owner of the goods, equipment or other property to be stored (**Stored Property**), and/or is entitled to deal with the Stored Property in accordance with the Contract.
4. The Customer acknowledges that the Contract for storage Services does not give the Customer a lease of the space in which the Stored Property is kept (**Storage Space**).
5. The storage Services comprise a licence for the Customer to keep the Stored Property in the Storage Space on these Special Conditions and Terms and Conditions of Trade.
6. To the fullest extent permitted at law, TCNZ does not take any responsibility for the Stored Property, which is instead stored at the sole risk and responsibility of the Customer. Without limitation, TCNZ is not responsible for taking out any insurance for the Stored Property. The Customer is responsible for any and all theft, loss, damage to and deterioration of the Stored Property, and will bear the risk of any damage caused by flood, fire, water, mildew, heat, spillage of material from any other space, removal and delivery of the Stored Property, or any other reason.
7. The Customer:
 - (a) may access the Storage Space during permitted hours notified by TCNZ from time to time;
 - (b) will not store any Stored Property which is hazardous, illegal, stolen, inflammable, explosive, environmentally harmful or perishable;
 - (c) will use the Storage Space solely to store the Stored Property;
 - (d) will not damage the Storage Space in any way; and
 - (e) will not alter the Storage Space in any way without the prior written permission of TCNZ.
8. TCNZ may refuse access to the Storage Space where money is owing by the Customer to TCNZ, whether under this Contract or otherwise.
9. The Customer must not leave any goods, equipment or other property in areas outside the Storage Space.
10. TCNZ has rights of access and entry to the Storage Space at all times.
11. In addition to its other rights under these Special Conditions and the Terms and Conditions of Trade, if the Customer does not remove the Stored Property on termination of the Contract, TCNZ may, on 10 Business Days' notice to the Customer, sell or otherwise dispose of the Stored Property by any means. Any sale or disposal costs, or other Loss arising, incurred by TCNZ shall be payable by the Customer on demand, and TCNZ may use the net sale proceeds to offset its Loss.

General lien

12. TCNZ may exercise a general lien against any Goods or property belonging to the Customer in the possession of TCNZ for all sums outstanding under any contract to which the Customer and TCNZ are parties.
13. If the lien is not satisfied within 7 days of the due date for payment of any sum outstanding to TCNZ, TCNZ may, having given notice of the lien, at its option either:
 - (a) remove such Goods and/or property and store them in such a place and in such a manner as TCNZ thinks fit and proper and at the risk and expense of the Customer; or
 - (b) sell such Goods and/or property or part thereof upon such terms as it thinks fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.
14. If the Credit Contracts and Consumer Finance Act 2003 applies to the contract, the Customer has the rights provided in that Act despite anything contained in these Special Conditions.
15. The Customer will not sell, assign, pledge, mortgage, sublet, lend or purport to do so, or part (or purport to part) with possession of:
 - (a) any purchased Goods until title has passed to the Customer under the Terms and Conditions of Trade; and
 - (b) any Goods not purchased by but otherwise provided to the Customer.
16. The Customer will provide a safe, secure and proper place to keep any Goods, for which title has not passed to the Customer, when not in use.