

Store Unit License Agreement - Terms and Conditions

BETWEEN the Licensor and Licensee whose names and addresses and descriptions are set forth the License Agreement annexed hereto WHEREBY the parties hereto agree as follows:

1. Definitions

- 1.1 In the License Agreement, unless the context otherwise requires, the following expressions shall have the following meanings ascribed to them.
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| “Access Hours” | the hours of access to the Premise or Unit; |
| “Business Day” | means a day (other than a Saturday) on which banks are generally open for business in Hong Kong; |
| “Commencement Date” | the date of the License Agreement; |
| “Deposit” | the amount specified in the License Agreement; |
| “Due Date” | the first day of every calendar month, or the previous Business Day, if the Due Date falls on Saturday, Sunday or public holiday, during the continuance of the License Agreement; |
| “Goods” | anything brought onto the Premises and stored in the Unit by the Licensee; |
| “Hong Kong” | Hong Kong Special Administrative Regional of the People’s Republic of China; |
| “License Agreement” | the store unit license agreement made between the Licensor and the Licensee in relation to the Unit as annexed hereto, which is subject to the terms and conditions hereof (as amended, varied or modified from time to time); |
| “License Fee” | the monthly sum payable by the Licensee for the use of the Unit as specified in the License Agreement; |
| “Premises” | the Licensor’s premises referred to in the License Agreement. |
| “Prohibited Items” | those items specified in Clause 5.8 hereof; |
| “SmartCard” | a smart card issued by the Licensor to the Licensee at a fee of HK\$50.00 for the first smart card and HK\$100.00 (or as varied from time to time) in relation to any subsequent smart card(s) for the purpose of gaining access to the Unit, and |
| “Unit” | the store unit specified in the License Agreement or any alternative store unit the Licensor may specify under Clause 6 hereof. |

1.2 References to persons shall include references to incorporated and unincorporated associations and references to the singular shall include references to the plural and references to one gender shall include references to other genders.

1.3 References to Clauses are to Clauses of the License Agreement.

1.4 The headings in the License Agreement and the use of underlining are included for convenience only and shall not affect the interpretation or construction of the License Agreement.

2. Right to Occupy

2.1 In consideration of the Licensee paying the License Fee and observing the terms and conditions hereof, the Licensor hereby grants the Licensee, but no other person, a license to occupy the Unit for the sole purpose of storing Goods from the Commencement Date until termination hereof in accordance with the provisions of the License Agreement.

2.2 The Licensee warrants and declares that he/she/it has the sole legal and beneficial title to the Goods and indemnifies the Licensee against any claim or cost or any action or proceeding arising from any dispute as to ownership or rights to possession if this warranty is untrue.

2.3 For the avoidance of doubt, the Licensee hereby acknowledges and expressly agrees that nothing in the License Agreement shall be construed so as to create any legal or equitable proprietary interest in the Premises or the Unit whatsoever.

3. Inspection

The Licensee confirms that he/she/it has viewed and inspected the Unit and has satisfied in all respects as to its area, size, suitability and condition. In particular as regards safety and waives all claims (if any) based on the misstatement, warranty or representation (oral or written) in relation, to the aforementioned or any other matter pertaining to the License Agreement.

4. Access to the Unit

4.1 The Licensor reserves the right from time to time to make and vary regulations (“the Regulations”) concerning hours of access, general management and security to the Unit and/or Premises, and the Licensee agrees to observe and abide by such Regulations.

4.2 The Licensee shall have access to the Unit at any time during the Access Hours. The Licensor reserves the right to change the Access Hours at any time without giving any prior notice to the Licensee.

4.3 No other person shall be permitted to have access to the Unit during Access Hours other than the Licensee and persons authorized in writing or accompanied by the Licensee. The Licensee may withdraw his authorization at any time provided that such withdrawal shall only take effect upon receipt of the withdrawal notice in writing by the Licensor. The Licensor may ask for proof of identity from the Licensee or any other person at any time (although the Licensor is not obliged to do so) and the Licensor may refuse access to any person who is unable to provide satisfactory proof of identity.

4.4 The Licensee shall be responsible for ensuring that the Unit is locked at all times when the Licensee is not in attendance. The Licensor shall not be responsible for locking any unlocked Unit.

4.5 The Licensee shall permit the Licensor (and its agents employees contactors or authorized persons) to enter upon the Unit at all times and for all purpose including without prejudice to the generality thereof, the right to inspect the Unit or carry out repairs maintenance and alterations to the Unit or ensure compliance and observance by the Licensee with the provisions of the License Agreement.

4.6 The Licensor reserves the right to enter the Unit at any time without notifying the Licensee of same (and if necessary breaking the lock to gain entry):

- if the Licensor believes that the Unit contains Prohibited Items or is being used in breach of the provisions of the License Agreement;
- if the Licensor is required to do so by the Police, Fire Services, any other governmental authorities or by a Court Order;
- if the Licensor believes it is necessary in an emergency;
- to obtain access in accordance with Clauses 4.5, 6.2 and 9 hereof;
- to prevent injury or damage to persons or property; or
- if the Licensor is of opinion that any of the above applies, for the purpose of ascertaining the same;

Provided always that the Licensor shall not in any way liable or responsible to the Licensee for any loss or damage of whatever nature which may be suffered or sustained by the Licensee arising therefrom.

4.7 The Licensee should keep the Goods in a hygienic level acceptable to the Licensor.

4.8 The Licensor reserves the right to accept or reject any Goods for storage in the Unit.

5. The Licensee’s obligations

The Licensee shall comply with the following terms and conditions at all times:

- to maintain the Unit and every part thereof in proper and tenable repair and condition and clear of the Licensee’s rubbish;
- to warrant to the Licensor that the Goods stored in the Unit are the Licensee’s own property and not to store any Goods in the Unit which are not the property of Licensee;
- to inform the Licensor immediately of any damage to the Unit;
- to comply with the directions of any of the Licensor’s employees or agents at the Premises and the Regulations for use of the Unit which the Licensor may issue or revise from time to time;
- to indemnify the Licensor and keep the Licensor indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in anyway from the License Agreement;
- not to make or permit to be made any alterations in or additions to the Unit or attach any fixtures or signs in or about the Unit without the written consent of the Licensor;
- not to use the Unit for any purposes other than as a self storage purpose.
- not to keep or store any of the following in the Unit:
 - goods with the total value of which exceeds HONG KONG FIFTY THOUSAND HK\$50,000;
 - food or perishable goods;
 - birds, fish, animals or any other living creatures;
 - explosive, combustible or flammable materials or liquids such as paint, petrol, oil, gun powder, saltpeter, kerosene, oil or cleaning solvents;
 - arms, weapons or ammunition;
 - chemicals, radioactive materials or biological agents;
 - toxic waste, asbestos or other materials of a dangerous nature;
 - items which emit any fumes, smells or odors from the Unit or any noise to be audible or vibration to be felt outside the Unit;
 - illegal substances, drugs, items or goods;
 - substances, items or goods illegally obtained;
 - compressed gases;
 - any other hazardous or dangerous materials the storage of which is subject to control by law; or
 - m. ashes of the cremated dead bodies.
- not to cause or permit or suffer to be done anything in or upon the Unit and/ or Premises or any part thereof which may at any time be or become a nuisance annoyance damage or disturbance to the Licensor the tenants or occupiers or users of the neighboring unit or in anyway against the laws or regulations of Hong Kong;
- not to do use the Unit or any part thereof for any illegal or immoral purposes;
- not to do anything on the Premises or in the Unit that may invalidate any of the Licensor’s insurance policies (if any) (or those of other unit user) or increase its premium;
- not to attach anything to the walls, ceilings, floors or doors of the Unit or make any alteration to the Unit;
- not to cause any obstructive or undue hindrance in any passageway, stairway, service area or any other part of the Premises and the Licensee may at all times exercise courtesy to others in using these areas; and
- not to do or permit or suffer any person exercising or purporting to exercise the rights given in the License Agreement to do anything in relation to the Premises or Unit which would or might cause the Licensor to be in breach of any covenants or other obligations owner by the Licensor under any lease or license.

6. Alternative Unit

6.1 The Licensor may at any time by giving the Licensee seven days’ notice in writing require the Licensee to remove its Goods from one Unit to another Unit specified by the Licensor, the alternative Unit shall be of a similar size to the current Unit.

6.2 Removal of the Licensee’s Goods from the current Unit to the alternative Unit will be at the Licensee’s risk. If the Licensee does not arrange the removal of its Goods to alternative Unit by the time specified in the removal notice, the Licensor may enter the current Unit and arrange for the Goods to be removed. Any removal arranged by the Licensor will be at the risk of the Licensee and the removal expenses will be payable by the Licensee and the Licensor will add them to the License Fee.

6.3 If the Licensee’s Goods are removed to an alternative Unit, the License Agreement will be varied by the substitution of the alternative Unit number but the License Agreement will otherwise continue in full force and the License Fee will continue to apply to the alternative Unit.

7. License Fee

7.1 The Licensee shall pay the License Fee for the minimum period of storage and/or services rendered by the Licensor on signing of the License Agreement and thereafter shall pay the License Fee in advance on the Due Date without any deduction or set off.

7.2 The first and last payments of the License Fee shall be apportioned (if necessary) according to the number of days remaining in the month in respect of which such payment due.

7.3 Payments may be made by cash, cheque, direct debit, electronic payment systems, or such other means as may be accepted by the Licensor.

7.4 The Licensor may increase the License Fee at any time upon giving the Licensee written notice thereof such increase to take effect on the first Due Date occurring not less than two weeks after the date of such notice.

7.5 If the Licensee terminates the License Agreement before the expiration date of the contractual storage duration under the License Agreement, the Licensee shall to pay the balance of the entire sum of the agreed contractual sum, being the Storage Duration Fee as set out in the License Agreement.

8. Deposit

8.1 The Licensee shall upon the signing of the License Agreement pay to the Licensor the Deposit, which shall be returned by the Licensor to the Licensee (without interest) within 15 days of the termination of the License Agreement PROVIDED that the Licensor shall be entitled to deduct from the Deposit any sums in respect of:

- reparing any damage to the Unit, Premises or any other unit caused by the Licensee, its agents or invitees or by Goods stored therein;
- any unpaid License Fee or removal or other charges; or
- any other obligation of the Licensee to the Licensor that the Licensee has not discharged in full.

9. Default in Payment of License Fee

9.1 If the Licensee shall fail to pay the License Fee on the Due Date or any other payments payable by the Licensee under the License Agreement, the Licensor shall forthwith be entitled to charge interest at the rate of 5% per month for any overdue License Fee and/or other payments from the Due Date of the date upon which such payment fell due to the date of actual payment. The Licensor shall have a first lien on the Goods, if the Licensee shall fail to pay, the Licensor shall have a right to sell the Goods and charge an initial administration fee of HK\$500.00 for each collection of overdue amount.

9.2 If any part of the License Fee or interest accrued in accordance with clause 9.1 hereof is outstanding for more than 15 days after the Due Date (whether formally demand or not) or the Licensee shall fail or neglect to observe or perform any of the provisions of the License Agreement, or the Licensee (being an individual) shall become bankrupt or (being a corporation) shall go into liquidation or otherwise become insolvent or make any composition or arrangement with creditors, then and in any such case the Licensor may also:

- deny the Licensee access to the Unit and over lock the Unit; and
 - impose upon the Licensee a further administration charge of HK\$500.00 or such higher reasonable and proper sum for the work incurred by the Licensor’s staff in enforcing the rights and/ or remedies of the Licensor hereunder or in attempting to do so; but without prejudice to any right of action by the Licensor in respect of any outstanding breach or non-observance of any of the provisions of the License Agreement by the Licensee and to the Licensor’s right to apply the Deposit paid by the Licensee in accordance with Clause 8 hereof.
- 9.3 If any part of the License Fee, administration charges or interest charged or accrued (in accordance with Clauses 9.1 and 9.2 hereof) is outstanding for more than 30 days after the Due Date (whether formally demand or not) or the Licensee shall fail or neglect to observe or perform any of the provisions of the License Agreement or the Licensee (being an individual) shall become bankrupt or (being a corporation) shall go into liquidation or otherwise become insolvent or make any composition or arrangement with creditors, then and in any such case the Licensor may also (in addition to its rights reserved under Clauses 9.1 and 9.2 hereunder);
- break the existing lock(s) on the Unit;
 - remove the Goods from the Unit to such alternative storage facilities as the Licensor may decide without incurring liability for loss or damage arising by virtue of such removal;
 - demand reimbursement from the Licensee in respect of the full costs of removing the Goods from the Unit and storage costs elsewhere together with any further costs if the Licensor is required to move the Goods at any time thereafter; and/or
 - terminate the License Agreement and treat the Goods as abandoned and thereafter to sell (by way of auction or private treaty) and pass good title of the Goods on behalf of the Licensee to purchaser(s), destroy or otherwise dispose of such Goods on behalf of the Licensee. The proceeds of any such sale may be retained by the Licensor and applied to discharge any outstanding License Fee and /or other expenses incurred by the Licensor under the License Agreement. If the proceeds of such sale are insufficient to discharge the outstanding amounts and Licensor has the right to take any action it considers necessary to recover the outstanding amounts.

10. Non-assignment:

The benefit of the License Agreement is personal to the Licensee only and not assignable and the right given in Clause 2 hereof may only be exercised by the Licensee and shall not be being assigned or otherwise disposed of.

11. Notices

All notices given by either party pursuant to the provision of the License Agreement shall be in writing and shall be sufficiently served if delivered by hand or sent by registered delivery or by prepaid post to the other party at its last known address or the given in the License Agreement or at its registered office in Hong Kong. A notice sent by registered or prepaid post shall be deemed to be given at the time and date of posting.

12. Indemnity

12.1 The Licensee shall indemnify the Licensor and hold the Licensor harmless against all claims, demands, liabilities, damage, costs and expenses incurred by the Licensee or by any its servants, agents or other unit user which arises out the use of the Unit or the Premises by the Licensee or any of the Licensee’s servants, agents or invitees or arises out of the breach of the License Agreement by the Licensee.

12.2 Upon termination of the License Agreement, the Licensee shall fail to remove all the Goods from the Unit and to surrender the Unit in a clean, tidy and the same condition as the Commencement Date in accordance with Clause 13.4 hereof, the Licensee shall indemnify and keep the Licensor indemnified against any loss or damage suffered and all costs and expenses incurred by the Licensor as a result thereof.

13. Termination

13.1 The License Agreement is on a month-to-month basis. Either party may at any time terminate the License Agreement by giving not less than 7 days’ written notice to the other ending on the Due Date and any such termination to take effect on the date specified in such notice without prejudice to any which either party may have by reason of any antecedent breach by the other party of any provisions of the License Agreement.

13.2 The Licensee may not terminate the License Agreement if any part of the License Fee or other charges payable by the Licensee under the License Agreement are outstanding or if the Licensee is otherwise in breach of the License Agreement.

13.3 The Licensor may terminate the License Agreement by giving the Licensee notice in writing if the Licensee is in breach of the License Agreement, notwithstanding any notice period, such termination shall take effect forthwith.

13.4 Upon termination of the License Agreement, the Licensee shall remove the Goods from the Unit and shall leave the Unit clean, tidy and the same condition as at the Commencement Date.

13.5 Upon termination of the License Agreement, the Licensee shall remain liable to the Licensor in respect of any costs incurred by the Licensor in cleaning and reinstating the Unit or disposing of any Goods or waste left therein.

13.6 If the Licensee does not remove all the Goods from the Unit and Premises within seven days of the date specified in the notice given under this Clause hereof or within seven days of termination of the License Agreement, the Licensor reserves its right to treat the Goods as abandoned and thereafter to sell, destroy or dispose of such Goods and apply any proceeds of sale in the manner specified in Clause 9 above. The Licensor reserves its right to make further charges to the Licensee thereafter in the event that the disposed proceeds of the Goods do not cover the amount due hereunder.

14. No Tenancy

The License Agreement shall not create a tenancy nor confer upon the Licensee any tenancy rights and shall not constitute between the Licensor and the relationship of landlord and tenant.

15. Rules and Regulations

The Licensee shall be at liberty to make rules and regulations for the use of the Unit from time to time Licensee shall observe and perform such rules and regulation as if they were made the provisions of the License Agreement.

16. Force Majeure

The Licensor shall not be liable for any loss or damage suffered by the Licensee as a direct or indirect result of the Licensor’s performance of the License Agreement being prevented, hindered or delayed by reason of any act of God, strike or lock-out, trade dispute or labour disturbance, accident, breakdown, of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport, electrical power failures or other circumstances whatsoever outside the Licensor’s control and which affect the provision by the Licensor of access to or use of the Premises and/or Unit.

17. Insurance

No warranty is given by the Licensor as to whether any or adequate fire or other form of insurance exists in the respect of the Premises, Unit and/or the Goods. The Licensor may not insure the Goods whilst they are stored in the Unit. Storage of Goods in the Unit is at the sole risk of the Licensee and the Licensee must insure the Goods in their full replacement value.

18. Exclusion of Liability

18.1 The Licensor shall not be liable for any loss, damage, deterioration, misplacement or destruction of or to the Goods stored in the Unit, whether of the loss or damage is due to any act or omission, negligence or willful default by the Licensor and its servants or other unit user, nor shall the Licensor be liable for any loss incurred by the Licensee as a result of any loss of damage to the Goods.

18.2 The Licensor and its servant or agents shall not be liable to the Licensee in all, circumstances by reason of misrepresentation or any implied warranty or condition or under the express provision of the License Agreement for any loss or damages cost, expenses or other claims (whether caused by the negligence of the Licensor and its servants or agents or otherwise) which arise under or in connection with the License Agreement

19. General

19.1 Any delay by the Licensor in exercising any of its rights under the License Agreement will not impair its rights or be a waiver of those rights, nor will any partial exercise of any right preclude a further exercise of that right.

19.2 The Licensee may not assign any of its rights under the License Agreement or sublet or share of part with possession of Unit or any part thereof to any other person, firm or company.

19.3 Every provision in these terms and conditions severing able and distinct from every other provision and if any time one or more such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining will not be affected in anyway.

19.4 The License Agreement shall be governed by Hong Kong Law and both parties hereto submit to the exclusive jurisdiction of Hong Kong.

19.5 Where the Licensee is two or more person, its, obligation under the License Agreement shall be joint and several.

19.6 The Licensor reserves the absolute right to refuse the storage of any Goods regardless of reason.

19.7 All Goods stored in the Unit will become subject to lien in respect of continued non-payment of the License Fee and/or charges.

19.8 The License Agreement sets out the all full agreement reached between the parties hereto and to their other representation have been made or warranties given relating to the Licensee or the Unit or the License Agreement and if such representation or warranty has been made given of implied the same is hereby waived.

19.9 The SmartCard is the property of the Licensor absolutely and for the use of Licensee only. The Licensee must conform all the terms and conditions set out herein and if the SmartCard is lost by the Licensee for any reasons whatsoever, the Licensee must report to the Licensor forthwith and it is the Licensee’s obligation to pay an administrative charge of HK\$100 for replacement thereof. In case of conflict, the Licensor shall have its full discretion to cancel the SmartCard without further notice.

19.10 If there is any inconsistency between the English and Chinese versions of the License Agreement, the English version shall prevail.