

# Terms and Conditions

## 1. Term and Licence Fee and Deposit

- 1.1 The Licensee shall be given the exclusive right to use the storage unit solely for storage purpose by the Licensee for the term and upon payment of the Licence Fee and Deposit as agreed.
- 1.2 The storage unit is licensed to the Licensee on a monthly basis such that the commencement date shall be the date when vacant possession of the storage unit is given to the Licensee. The licence period shall be automatically renewed on a monthly basis until the Licensee shall have given a 14 days' written notice to terminate this Licence Agreement.
- 1.3 Upon signing of this Licence Agreement, the Licensee shall pay to the Licensor an advanced payment of Licence Fee for the first month together with Deposit equivalent to 2 months' Licence Fee and the Licence Fee for the Initial Period (if any).
- 1.4 After the initial period, the Licensee shall pay the Licence Fee for each calendar month. No deduction or set off is allowed.
- 1.5 The Licensor reserves the right to alter the amount of the Licence Fee and Deposit at any time by giving to the Licensee a written notice of 14 days.
- 1.6 The Deposit paid by the Licensee shall be returned to the Licensee without interest within 30 days of determination of this Licence Agreement subject to any lawful deduction by the Licensor.

## 2. No tenancy created

It is expressly understood and agreed that this transaction does not create nor constitute a tenancy but is merely a licence not subject to any Hong Kong Government gazetted legislation concerning landlords and tenants that exist or may be introduced and enforced during the term of this Licence.

## 3. No alteration

The Licensee undertakes not to make any alterations to the electrical wirings, installation or other fixtures or to install any plant, apparatus or machinery in the storage unit without obtaining the written consent of the Licensor and upon the termination of this Agreement, to restore the storage unit to its original state and condition at the Licensee's expenses with the exception of ordinary wear and tear.

## 4. Own goods only

The Licensee shall not be allowed to use the storage unit to store any goods belonging to third parties.

## 5. As-is condition

- 5.1 The Licensor shall handover the storage unit in an "as-is" condition for vacant possession to the Licensee.
- 5.2 No warranty is given as to the size and description of the storage unit and the Licensee may inspect the storage unit before entering into this Agreement.
- 5.3 The Licensor shall have the right to require the Licensee to vacate the storage unit and move to another storage unit of similar size provided that the Licensor shall have given a written notice of 14 days to the Licensee. Failure on the part of the Licensee to do so shall entitle the Licensor to enter the storage unit and move the Licensee's belongings to the new storage unit assigned by the Licensor and the Licensee shall have no right to claim any compensation in this regard against the Licensor.

## 6. Payment of Licence Fee and non-payment

- 6.1 Time is of the essence in respect of payment of the Licence Fee.
- 6.2 If the Licence Fee shall be in arrear for more than FIVE (5) days (whether the same shall have been formally demanded or not), then this Agreement shall absolutely determine AND the Deposit paid hereunder shall be forfeited to the Licensor for liquidated damages and not as penalty but without prejudice to any rights which may have accrued to the Licensor by reason of any antecedent breach of any of the obligations on the part of the Licensee herein contained. In such event, the Licensor is entitled to enter upon the storage unit and break any lock that the Licensee may have in place in order to facilitate the Licensor's access to the storage unit.
- 6.3 Without prejudice to clause 6.2 of this Agreement, if the Licensee defaults in payment of the Licence Fee for more than FIVE (5) days, the Licensor shall have the right without prejudice to any other right or remedy hereunder to charge interest at the rate of 3% per month as liquidated damages and not as penalty in respect of any payments due and payable to the Licensor hereunder and such interest shall be payable from the date upon which such payment falls due.

## 7. Lien

The Licensor shall have a lien over the goods inside the storage unit for any overdue payment payable by the Licensee. For the avoidance of doubt, the Licence Fee for the storage unit shall continue to accrue when they are being kept by the Licensor in exercise of his lien for any overdue Licence Fee. If the overdue payment remains overdue for two months after the same has been demanded in writing, the Licensor shall be entitled to sell (by public auction or private treaty) or otherwise dispose of the goods without further notice and apply the sale proceeds (if any) to pay such outstanding payment, interests and any administration fees incurred.

## 8. Access to the storage unit

- 8.1 The Licensor reserves the right to make and vary regulations regarding the access hours and general management concerning the storage unit.
- 8.2 No person shall be allowed to have access to the storage unit other than the Licensee and persons accompanied by the Licensee or persons duly authorized by the Licensee in writing. The Licensor is entitled to ask for proof of identity before access is granted to any person.
- 8.3 The Licensor (including its agents employees and contractors) is entitled to enter upon the storage unit at all times to inspect the storage unit or to carry out repairs and maintenance or to check that the Licensee has duly observe and comply with the terms and conditions of this Agreement. If necessary, the Licensor is entitled to break any lock that the Licensee may have in place in order to facilitate the Licensor's access to the storage unit.

## 9. Value of goods

- 9.1 The Licensee agrees not to store goods inside the storage unit such that the total value of such goods shall exceed Hong Kong Dollar Thirty Thousand (HK\$30,000.00).
- 9.2 The Licensor makes no admission or acknowledgement as to the nature, value and contents of the goods stored inside the storage unit. The liability of the Licensor for any loss, damage and destruction of such goods shall be limited to HK\$30,000.00 in
- 9.3 The Licensee shall effect suitable adequate insurance covers on the goods being stored inside the storage unit against risks of fire, water damage or any other potential risk exposure.
- 9.4 The Licensee agrees that in any case of loss or damage to the goods stored inside the storage unit the Licensee shall first make a claim against the insurance covers aforesaid before making any claim (if any) against the Licensor.
- 9.5 Any loss or damage to the goods must be reported by the Licensee to the Licensor within 48 hours in writing otherwise such claim (if established) shall not be entertained by the Licensor.

## 10. Limited liability

- 10.1 Except to the extent that any loss or damage to the Licensee is incurred due to or arising directly from the willful default of the Licensor, its employees or agents, the Licensor shall not in any circumstances be liable to the Licensee for :-
  - (a) sudden change in political situations affecting the normal and usual mode of business practice adopted by the Licensor.
  - (b) act of God.
  - (c) locking storage unit or checking that the storage unit is locked.
- 10.2 The Licensor shall not be liable to the Licensee for any loss of business opportunity, loss of profit or loss of business.

## 11. Restricted use of the storage unit

- 11.1 The Licensee undertakes not to allow any person to sleep inside the storage unit or to remain therein overnight.
- 11.2 The Licensee is not allowed the preparation of food inside the storage unit.
- 11.3 No human ashes or animal ashes are allowed to be stored inside the storage unit.
- 11.4 No pet is allowed to be brought inside the storage unit.
- 11.5 The Licensee shall not cause any nuisance annoyance damage or disturbance to the Licensor or other licensees of the Licensor in using the storage unit.
- 11.6 The Licensee undertakes not to contravene any of the provisions and regulations of the Dangerous Goods Ordinance and to indemnify the Licensor against all losses and liabilities as a result of such breach.
- 11.7 The Licensee shall not do or permit or suffer to be done anything in relation to the storage unit which will or may cause the Licensor to be in breach of any covenants or other obligations imposed on the Licensor through the relevant government lease or
- 11.8 The Licensee shall not use the storage unit for any illegal or immoral purposes.
- 11.9 Additionally the following goods are not allowed to be stored inside the storage unit :-
  - (a) food or perishable goods;
  - (b) any living creatures such as birds, fish, animals etc.;
  - (c) inflammable substances and explosives;
  - (d) arms and ammunition;
  - (e) substances that emit obnoxious smells or odors; and

(f) illegal substances or drugs or hazardous chemicals or radioactive materials.

- 11.10 The Licensor reserves the right to refuse any goods for storage without giving any reason.
- 11.11 The Licensor reserves the right to refuse access to the storage unit if the Licensor considers it appropriate to do so.

## 12. Licensee's Obligation

The Licensee, the Licensee's agent, employees and contractors are obliged to:

- (a) report to the Licensor in respect of any defect or damage to the storage unit without delay;
  - (b) exercise reasonable care when using the storage unit;
  - (c) ensure that the storage unit is securely locked at all time; and
  - (d) adhere to any directions, rules and regulations as stipulated by the Licensor from time to time.
13. Non-assignment  
This Agreement is personal to the Licensee and shall not be assigned and/or sublet to any third parties by the Licensee.
14. Indemnity  
The Licensee agrees to indemnify fully and effectually the Licensor, the Licensor's employees, agents, and contractors against all injuries, costs, legal costs, expenses, direct, indirect or consequential loss (including but not limited to loss of business, pure economic loss, loss of profits, depletion of goodwill), liabilities, demands, damages, claims or proceedings with respect to:
  - (a) any action(s) taken by any person who claims to have an interest in the goods or items stored inside the storage unit;
  - (b) any action(s) or claim(s) or order(s) or direction(s) or notice(s) by the government, customs or other competent authorities with respect to the goods or items stored inside the storage unit;
- (c) the Licensee's use of the storage unit;
  - (d) any non-compliance with any term(s) of this Agreement or law on the part of the Licensee or its employees, agents and contractors.

## 15. No Warranty

It is agreed that the goods/items are stored in the storage unit at the Licensee's risk and no warranty is made in respect of the followings:

- (a) absence of pests or parasites or insect infestation,
- (b) absence of damp or rats or mice; and
- (c) humidity or temperature of the storage unit.

## 16. Notice

Notices given by either party to the other party shall be in writing and shall be sufficiently served if delivered by hand or by e-mail or sent by registered post or by ordinary pre-paid post at the addressee's last known address. A notice sent by registered or ordinary pre-paid post shall be deemed to be served 24 hours after the date of posting.

## 17. Termination

- 17.1 The Licensee shall vacate all the goods inside the storage unit at the end of the Term herein and return vacant possession of the storage unit to the Licensor. If the goods of the Licensee shall remain inside the storage unit for 7 days after the end of the term herein, the Licensor shall be entitled to sell (by public auction or private treaty) or otherwise dispose of the goods and apply the sale proceeds (if any) to pay all accrued payment.
- 17.2 The Licensor reserves the right to terminate this Agreement at any time by giving a written notice of 14 days to the Licensee without assigning any particular reasons of so doing.

17.3 The Licensor is also entitled to cancel this Licence Agreement at any time with immediate effect by serving a written notice to the Licensee in the following situations:-

- (a) the Licensee being an individual dies;
- (b) the Licensee being an individual suffers a petition for bankruptcy order whether in Hong Kong SAR or elsewhere;
- (c) the Licensee being a company has passed a resolution for winding up or a petition for winding up has been commenced against the Licensee;
- (d) the Licensee shall be unable to pay any debts as they become due;
- (e) the Licensee shall have made a general assignment, composition or arrangement in favour of the Licensee's creditor;
- (f) the Licensee being a company shall have a receiver appointed to take possession of the assets of the Licensee;
- (g) the Licensee shall be in breach of any of the terms of this Licence Agreement in a material way and shall have failed to rectify such breach within 5 days after receiving a notice from the Licensor; and
- (h) the Licensee being a partnership and any of the partners shall have suffered the events as set out in sub-clauses 17.3 (a) , (b), (d), (e) and (g) hereinabove.

## 18. Delay in exercising rights

In the event that there is any delay on the part of the Licensor in exercising any of its rights under this Agreement, it shall not constitute a waiver of those rights or impair its rights. Further, any partial exercise of any rights on the part of the Licensor shall not preclude a further exercise of that right.

## 19. Provisions severable and distinct

Each provision under this Agreement is severable and distinct from other provisions and in the event that one or more such provisions shall become invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected.

## 20. Joint and several liability

If the Licensee consists of more than one person, their obligation under this Agreement shall be joint and several.

## 21. Governing law

This Agreement shall be governed by Hong Kong SAR laws and both parties agree to submit to the exclusive jurisdiction of Hong Kong SAR.

## 22. English Version Prevails

In case of conflict between the English and Chinese version of this Agreement, the English version shall prevail.