

CONDITIONS OF STORAGE

1. IN these Conditions:-

“the Company” means CONROY REMOVALS LIMITED and unless inconsistent with the context includes its servants, agents, and subcontractors.

“the Owner” means the Owner of the Goods to be stored by the Company and includes any person delivering the Goods to the Company whether that person be the duly authorised agent of the owner or otherwise.

“the Goods” means the goods, packages, cases or articles set out in the inventory prepared by the Company for storage purposes.
2. THE owner warrants that the Owner is the legal owner or the duly authorised agent of the legal owner of the Goods and has full authority to store the Goods and the Owner undertakes to indemnify the Company against any costs and expenses resulting from any breach of this warranty.
3. THE Owner gives to the Company a general Lien on the Goods stored and every part thereof for all the Company's charges accrued and accruing against the Owner or the duly authorised agent of the Owner of the said Goods and for any other moneys due from the Owner or the duly authorised agent of the Owner.
4. EXCEPT as herein otherwise expressly provided the Goods are to be stored by the Company until applied for by the Owner or the duly authorised agent of the Owner are to be delivered then only on payment of all amounts owing for storage and other charges and expenses properly due.
5. THE Owner shall indemnify the Company against any duties, claims, damages, costs, disbursements or other moneys, which the Company may be called upon to pay in respect of the Goods to any person or body whatsoever.
6. THE Owner shall pay all storage charges calculated in accordance with the Company's schedule of charges. The charge for storage is exclusive of the cost of the initial stowing in the store and of subsequent removing, packing, unpacking, unstowing, and/or other services rendered in respect of the paid Goods or any of them. All charges and costs in respect of the Goods shall be payable on demand.
7. THE Company is to be at liberty at any time to remove the Goods from store to store at the convenience of the Company provided always that the place of storage is one controlled by the Company and provided in addition that such movement does not become a charge against the Owner.
8. IN the absence of any written information from the Owner to the contrary the Goods are accepted by the Company “quality, quantity, weight, measurement, strength, values, contents and condition unknown.”
9. IF borer, moth or any other vermin is discovered at any time in any of the Goods stores or if in the reasonable opinion of the Company the Goods shall have deteriorated or become objectionable, unwholesome, contaminated, a source of danger or otherwise unfit for storage the Company may by notice in writing require the Owner to remove such Goods, such notice to state a time within which the Goods must be removed. If the Owner does not remove same within the prescribed time the Company shall be entitled at its sole discretion to destroy, sell or otherwise dispose of such Goods without being responsible for any damage or liability, but in the case of a sale of the Goods the Company shall account for any moneys received, due allowance being taken for any necessary expenses incidental to the sale and other moneys owing by the Owner to The Company. The cost of destruction, including unstowing and removing and all other incidental expenses shall be paid by the Owner.
10. IF the charge for storage or any other moneys payable to the Company in respect of the Goods or any of them shall be in arrears for the space of six calendar months it shall be lawful for the Company thereupon or at any time thereafter upon giving to the Owner fourteen days notice to sell the Goods or any part thereof by public auction or private contract with liberty to buy in at any sale by auction and to rescind or vary the contract of sale and to resell without being answerable for any loss arising thereby. The Company shall with and out of the proceeds of such sale in the first place pay and retain all expenses incurred by it in or about any such sale or attempted sale or otherwise in relation thereto and all charges due for storage and other services rendered and other moneys owing in respect of the Goods and shall pay the surplus (if any) to the Owner.
11. FOR the purpose of any such sale or for the exercise of any of its other rights hereunder the Company shall have full power to open and break open (without being liable for any damage caused thereby) any package or case containing the Goods.
12. NO Goods deposited with the Company will be delivered to any persons until all charges payable to the Company in connection with the receiving, warehousing or otherwise howsoever of the Goods shall have been previously paid to the Company and the Company may refuse to deliver all or any of the Goods unless and until a delivery order in writing signed by the Owner is surrendered to the Company, and the Owner or his duly authorised agent is present and checks the inventory and gives a receipt for the Goods.
13. THE liability of the Company shall be limited by the Inventory of the Goods to be compiled on receipt of the Goods by the Company and the Company shall not be responsible for any property not included in such inventory.
14. THE Goods are stored at the sole risk of the Owner and the Company accepts no responsibility for effecting insurance of any nature over the Goods unless the Owner has requested the Company in writing to effect insurance for a stated amount and has paid to the Company the current premium in respect of such insurance.
15. THE Company shall not be responsible for any plate, jewels, trinkets, bank notes, coins, pictures or other articles of special or antique value unless the same are contained in a sealed package and the Company has expressly accepted such Goods by notice in writing to the Owner.
16. THE Company will not accept for storage Goods of a dangerous, corrosive or explosive nature and if any such Goods are sent to or are stored with the Company it may at its discretion without notice immediately sell, destroy or otherwise dispose of the same and the Owner shall indemnify the Company of any loss or damage caused to the Company or any of its clients by such Goods.
17. THE Company will not be responsible for loss of or damage to any article contained or alleged to be contained in any of the packages, cases or other receptacles (whether open or closed) enumerated in the Inventory unless the same shall have been packed by the Company, and then only if negligence and/or faulty packing is proven.
18. THE Company will not be liable for any loss, injury or damage in respect of the Goods caused by sweating, evaporation, leakage, breakage, shrinkage, deterioration, fermentation, wasting, decay, contamination, vermin, damp, mildew or rust.
19. ALL claims in respect of the Goods, which the Owner shall be entitled to make must be made in writing to the Company within seven days after the delivery of the Goods to the Owner or his authorised agent. For the purpose of this condition delivery to the New Zealand Railways or any shipping company or airline or any carrier nominated by the Owner shall be deemed to be delivery to a duly authorised agent of the Owner. All claims not made within the stipulated time shall be deemed to be waived.
20. IT is expressly declared that it shall be a condition precedent to the Owner's right to claim against the Company or the Owner's right of action or suit in respect hereof that all moneys payable by the Owner shall have been paid in accordance with these conditions.
21. THE Company may after one (1) month's notice in writing to the Owner or his authorised agent at the Owner's or Agent's last known address terminate this agreement. The Owner will thereupon remove the Goods. In the event of the Owner failing to remove the Goods the Company may proceed with the sale of the Goods by private treaty or by public auction and the money received shall be similarly held and/or applied as if it were a sale under the conditions stipulated in paragraph ten (10) of this agreement.