

AIRSOFT EQUIPMENT STORAGE AGREEMENT

DATE

2020

PARTIES

THE ARENA LIMITED at Christchurch

THE PERSON NAMED IN THE SCHEDULE

BACKGROUND

- A. TAL offers you and other members of the public the ability to participate in airsoft events or activities sponsored, hosted or organised by it, whether at its Premises or another location.
- B. You are an Arena Member and own the Airsoft Equipment.
- C. You have asked TAL to store your Airsoft Equipment and TAL has agreed to do so.
- D. This Agreement sets out the terms of the arrangements between TAL and you in relation to the storage of your Airsoft Equipment.

AGREEMENT

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires:

Agreement means this Agreement (including the Schedule) as it may be amended from time to time;

Airsoft Equipment means the airsoft gun and associated equipment and parts stored in a locked case;

Arena Member means a fully paid up member of TAL;

Encumbrance includes a charge (whether fixed or floating), mortgage, debenture, pledge, lien, hypothecation, title retention, deferred purchase option, right of pre-emption and any other security interest or third party right (whether legal or equitable);

Premises means the premises from which TAL conducts its business from time to time, at the date of the Agreement being 504 Buchanan Road, Yaldhurst, Christchurch;

TAL means The Arena Limited it is lawful administrators, successors and permitted assigns;

You means the person identified in the Schedule and his or her lawful executors administrators, successors and permitted assigns; and

Working Day means any day, other than a Saturday or a Sunday, on which registered banks are open for general banking business in Christchurch.

- 1.2 this Agreement, unless the context otherwise requires:
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- 1.2.1 headings are for ease of reference only and will not be deemed to form any part of the context or affect the interpretation of this Agreement;
 - 1.2.2 another grammatical form of a defined word or expression has a corresponding meaning;
 - 1.2.3 the singular includes the plural and vice versa;
 - 1.2.4 the decision of any party made in relation to this Agreement, or the exercise of any discretion by any party, requires that party to act reasonably;
 - 1.2.5 all times and dates are references to the same in New Zealand;
 - 1.2.6 if agreement or a consent is required it must be provided in writing, including by email; and
 - 1.2.7 the meaning of general words is not limited by specific examples introduced by the words *including*, *for example* or similar expressions.
- 1.3 The terms of this Agreement must not be construed adversely against a party if a reason for doing so is that the party prepared this Agreement or caused it to be prepared.

2. Terms of Storage

- 2.1 In consideration of your becoming and maintaining your Arena Membership, TAL agrees to store your Airsoft Equipment at its Premises on the terms and subject to the conditions set out in this Agreement.
- 2.2 TAL will store your Airsoft Equipment on the following basis:
- 2.2.1 The personal and contact details provided by you to TAL, which are recorded in the Schedule, are true and correct. You will promptly notify TAL of any change of these details.
 - 2.2.2 You are at all times and will remain during the term of this Agreement, an Arena Member.
 - 2.2.3 TAL has inspected the Airsoft Equipment at the time it is delivered by you to TAL for storage and TAL is satisfied with the condition same at its discretion.
 - 2.2.4 If the Airsoft Equipment includes a battery, the battery must be rendered safe for storage to TAL's satisfaction.
 - 2.2.5 The Airsoft Equipment is secured by a locking mechanism and TAL is satisfied with the same at its discretion.
 - 2.2.6 The Airsoft Equipment will be stored at the Premises or such other location as TAL notifies you of from time to time. TAL will store the Airsoft Equipment in accordance with all applicable laws.
 - 2.2.7 Ownership of and risk in the Airsoft Equipment remains with you at all times, notwithstanding that TAL may have possession of the same. Accordingly, TAL is not liable to you in the event of the damage, destruction, deterioration, theft or loss of the Airsoft Equipment. You must arrange your own insurance for the Airsoft Equipment, unless we agree otherwise and this is recorded in the Schedule.
 - 2.2.8 When you wish to uplift the Airsoft Equipment from TAL you must do so in person and provide appropriate photographic identification (a drivers licence or passport);

- 2.2.9 You acknowledge that if required to do so by law TAL will provide access to your Airsoft Equipment and your personal and contact details to New Zealand Police or other authorities.

3. Termination

- 3.1 This Agreement will terminate:
- 3.1.1 when you uplift the Airsoft Equipment;
 - 3.1.2 if you fail to comply with the terms of this Agreement, 20 Working Days after TAL sends you a termination notice; or
 - 3.1.3 40 Working Days after TAL sends you a termination notice.
- 3.2 You must uplift your Airsoft Equipment upon the termination of this Agreement. If you have not uplifted your Airsoft Equipment within 20 Working Days after the termination of this Agreement, TAL may open the container in which your Airsoft Equipment is stored and sell the Airsoft Equipment. TAL will be entitled to sell the Airsoft Equipment on such terms and at such price as it determines appropriate. TAL may deduct its or any third party, costs of sale from the sale proceeds. TAL will use reasonable endeavours to pay you the net sale proceeds but if it has been unable to contact and pay you the same within one year following termination of this Agreement, you will forfeit any right to the net sale proceeds and the same will be the property of TAL.

4. Security and Transfer

- 4.1 Neither party may grant an Encumbrance or permit an Encumbrance to subsist over the Airsoft Equipment.
- 4.2 You will not register a financing statement in respect of the Airsoft Equipment on the Personal Property Security Register against TAL.
- 4.3 You may not transfer the Airsoft Equipment or assign or otherwise transfer your rights under this Agreement, while the Airsoft Equipment is in the possession of TAL.
- 4.4 TAL will not assign or transfer its rights under this Agreement other than to a new owner of its business upon the sale of the same. TAL will notify you of any such sale. In such case TAL will not be required to obtain your consent to the assignment or transfer of its rights under this Agreement.

5. Dispute Resolution

- 5.1 Any dispute or difference arising out of or in connection with this Agreement, or the subject matter of this Agreement, between the parties, including any question regarding this Agreement's existence, validity or termination (**Dispute**), must first be dealt with under the provisions of this clause 5.
- 5.2 A party claiming that a Dispute has arisen must give the other party (**Disputing Parties**) a Dispute Notice. Within five Working Days of a party providing the other party with a Dispute Notice the Disputing Parties will consult in good faith, failing which the parties will meet at the Premises will meet with a view to promptly resolving the Dispute. If the parties are unable to resolve the Dispute in this manner, either party may refer the Dispute to the Disputes Tribunal of New Zealand.

6. Notices

- 6.1 Any notice or other communication to be given under this Agreement must be in writing, in English, and delivered by courier, or sent by post or email to a named contact person at the relevant address noted in the Schedule.
- 6.2 A party may change its physical, postal or email address by serving a notice on the other party in accordance with this clause 6.
- 6.3 All notices given in accordance with this Agreement will be deemed to have been delivered as follows:
- 6.3.1 if delivered by courier, at the time of delivery, provided it was accepted by a person authorised to accept deliveries on behalf of the receiving party;
 - 6.3.2 if posted, at the expiration of 10 Working Days after the pre-paid envelope containing the same was delivered into the custody of the postal authorities; or
 - 6.3.3 if communicated by email, at the time the sender's email system records that the email was successfully delivered to the named recipient,

provided that where any such delivery or transmission occurs after 5.00 pm on a Working Day or on a day which is not a Working Day, delivery will be deemed to occur at 9.00 am on the next following Working Day.

7. General Terms

- 7.1 This Agreement contains the whole agreement between the parties in respect of the subject matter of the Agreement. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.
- 7.2 This Agreement may only be amended by agreement in writing signed by the parties.
- 7.3 No delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence by one party in respect of any breach of the other party's obligations under this Agreement is to:
- 7.3.1 operate as a waiver of, or prevent the subsequent enforcement of, that obligation; or
 - 7.3.2 be deemed a delay, grant of time, release, compromise, forbearance (whether partial or otherwise) or other indulgence in respect of, or a waiver of, any subsequent or other breach.
- 7.4 This Agreement is to be governed by, and construed in accordance with, the law of New Zealand and each party agrees to submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 7.5 The parties unconditionally and irrevocably waive and agree not to raise, plead, or make any objection to proceedings arising out of or in connection with this Agreement in the Courts of New Zealand on the grounds that those Courts are not the forum in which the dispute, action, suit or proceedings can be most suitably tried for the interests of all the parties and for the ends of justice.

EXECUTED as an Agreement

SIGNED for and on behalf of
THE AREA LIMITED
by its authorised signatory:

SIGNED by the
PERSON NAMED IN
THE SCHEDULE:

Schedule

Name of Person:

Residential Address:

Phone Number:

Email Address:

Identification Provided:

Passport / Drivers Licence **[Select One]**

Picture of Airsoft Equipment taken:

Yes

List of Airsoft Equipment:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Insurance:

You are insuring the Airsoft Equipment.

TAL will insure the Airsoft Equipment.

[Select One]

