

# Terms and Conditions

1. **INTERPRETATION** In these conditions:

**"Agreement"** means this storage agreement, including the cover page and any schedules, and any other document or materials it specifies form part of it;

**"Dishonoured Cheque Fee"**

means a fee to cover the expense incurred by the Operator should a cheque presented by You be dishonoured;

**"Monthly Payment Date"** means the monthly anniversary of this Agreement;

**"The Operator"** means the Operator specified on the cover page of this Agreement and its successors and assigns;

**"Monthly Admin Fee"** means the fee relating to administration of Your account if you choose to receive paper invoices;

**"One Off Move in Fee"** means a fee to cover the administrative cost incurred by the Operator facilitating You first signing-up and moving in to Your Space;

**"Other Fee"** means any of the fees specified as other fees on the cover page of this Agreement or any other fees that the Operator determines it needs to impose to recover operational costs (both internal and external) and that are advised to You in writing;

**"Processing Fee"** means a fee to cover the administrative or other costs incurred if the Operator issues a notice pursuant to a right under this Agreement;

**"Return Direct Debit"** or **"Credit Card Payment Fee"** means a fee to cover administrative and other costs incurred by the Operator in processing a return direct debit or credit card payment;

**"You"** and **"Your"** refers to the person (including a corporation or other entity such as a trust or trustee) named as the Storer in the Agreement and their successors and assigns; and if there is more than one, it refers to each severally and any two or more jointly;

**"Your Goods"** means any vehicle including any item or thing which You bring onto the Premises or which is kept in your vehicle;

**"Your Space"** means the allocated storage area(s) described in the Agreement as fitting the specified vehicle but is not an assigned position;

**"Premises"** means the premises owned or controlled by the Operator, including the land, buildings, hardstand and any other structure on the land, at which Your Goods are located;

**"Storage Fees"** means the Monthly Storage Fee and Monthly Admin Fee (if applicable) set out in this Agreement.

## 2. STORAGE

2.1 (**Your Space**) Subject to clause 2.2, the Operator gives You a licence to store Your Vehicle in Your Space, in accordance with this Agreement, during the Minimum Storage Period and after then, on a month to month basis until terminated by either party in accordance with this Agreement or any further period agreed to in writing by the parties ("**Storage Period**").

2.2 (**Change of Your Space**) The Operator may, at any time relocate Your vehicle within the premises.

2.3 (**Emergencies**) Emergencies may occur during the course of Your storing with the Operator. As such, it may be necessary for the Operator to take certain actions to respond to the emergency which may include opening and/or moving Your Goods and/or Your Space. If it does so in the event of an emergency, the Operator may determine it needs to be done without notice to you. You will be advised of any emergency action taken.

2.4 (**Re-develop the Premises**) The Operator or owner of the Premises may determine as part of the business of operating or owning the Centre, that it wishes to re-develop the Premises. This may result in the need to move out or relocate Your Space whilst this occurs. If this decision is made the Operator may require You to move out or relocate your Space (and must if possible relocate You to a similar Space at the Premises or an alternate Centre operated by the Operator) or if the Premises is not to be used for storage any longer or the redevelopment will take longer than 6 months, terminate this Agreement on 1 months' notice. You acknowledge that the actions that the Operator may take pursuant to this clause 2 are reasonable as part of the operation of a storage business and agree to the Operator being able to exercise these rights.

2.5 (**Space sizes are approximate**) and spaces may be smaller or larger than advertised. Spaces are not rented by the square metre and rent is not based on the square metre measurements. The Operator can provide information on space sizes to assist You, but ultimately, You are responsible for determining whether the Space is appropriate and suitable for storing Your Goods, having specific consideration for the size, nature and condition of the Space and Your Goods.

## 3. RISK and RESPONSIBILITY FOR YOUR GOODS

3.1 (**Responsibility for Goods**) At all times (including while Your Goods are in Your Space) Your Goods are:

(a) in Your (and not The Operator's) possession and control and you are responsible for them. The Operator is merely providing a space for you to store Your Goods that is capable of being secured by You; (b) within Your (and not the Operator's) knowledge. Whilst the Operator has rights under this Agreement to access and inspect Your Space or deal with Your Goods in certain circumstances, it otherwise never inventories Your Goods and doesn't know what You are storing;

(c) at Your risk. Unless the Operator exercises a right under this Agreement, the use of Your Space, storage of Your Goods is Your responsibility and as such the risk relating to them is Yours. You acknowledge and accept that the provisions of this clause 3.1 are fair and reasonable given Your possession and control over Your Goods.

3.2 (**Operator's Knowledge and no Bailment**) As You have possession of and control over Your Goods, You acknowledge and agree that the Operator is not a bailee or warehouseman of Your Goods nor does the Operator have possession of Your Goods at any time. You also warrant that You are either the owner of or control the Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

## 4. PAYMENT

4.1 (**Commencement of Payments**) You agree to pay the Operator the first payment of the Monthly Storage Fees, One Off Move In Fee and the first Monthly Admin Fee (if applicable) at the time of signing this Agreement.

4.2 (**Storage Fee Payments**) On or before each Monthly Payment Date (or as otherwise agreed in writing) You agree to pay the Operator in advance the Storage Fee for storage between that Monthly Payment Date and the next following Monthly Payment Date, together with any Other Fee that may be applicable pursuant to this Agreement. If this Agreement is terminated (and You are not in default) any amount refundable to You will be paid in accordance with clause 8.5.

4.3 (**Methods of Payments**) Subject to clause 4.4, You may pay amounts payable to the Operator by Electronic Funds Transfer (EFT), direct debit, or credit card.

4.4 (**Credit/debit Card Payment**) The Operator may refuse to accept any request to make payment by debit/credit of Your credit/debit card until a written authorisation from You is received by the Operator that identifies the debit/credit payment clearly. This is necessary to ensure any such debit/credit request is effective. You indemnify the Operator from any claim for enforcement of this Agreement, including the sale or disposal of Your Goods, that arises due to Your failure to correctly identify a debit/credit payment.

4.5 (**Processing Fee**) If You fail to pay the Operator any amount when it is due under this Agreement or if any payment is dishonoured or cancelled, You acknowledge that the Operator incurs administrative and other expenses (both internal and external) as a result of your non-compliance with your obligations. These costs need to be recovered by the Operator as part of operating its business. You agree to pay the Operator (when You pay the overdue amount) the Processing Fee and any Other Fee that may apply pursuant to the terms of this Agreement applying to the period between the due date for payment and the date You actually pay, together with any associated telephone, postage and other costs related to collection of these amounts. You acknowledge that the actions that the Operator may take pursuant to this clause 4.6 are reasonable as part of the operation of a storage business and agree to the Operator being able to exercise these rights.

4.6 (**Change in Fees**) Over time various factors (such as interest rates, inflation and the day to day operational cost of doing business) affect the profitability of a business. In order for the Operator to be able to continue to operate the business at a profitability level acceptable to the Operator, it may be necessary to increase some or all of its fees at various times after the first month of storage. The Operator may increase the Storage Fee Processing Fee or Other Fee by giving You 14 days' prior notice. You acknowledge and agree that it is reasonable for the Operator to make any such increases as part of the ordinary operation of its business.

4.7 (**Part Payment**) If You only pay part of an amount that You owe the Operator, it does not affect Your obligation to pay the balance of the amount to the Operator. Acceptance of a part payment will also not be a waiver of any kind of any other right the Operator may have under this Agreement

## 5. ACCESS

5.1 (**Access Hours**) Subject to clauses 5.2 and 5.3, You may access Your Space during the access hours of the Premises (which can be found at the Premises or on the Operator's website) or as otherwise notified by the Operator from time to time

("Access Hours"). It is necessary for the Operator to be able to determine when the Centre will and won't be accessible by customers for various reasons including security, costs, safety and other business reasons. As such, You acknowledge and agree that the Operator may change the access hours at its discretion and that it is reasonable for it to do so as part of its operation of the Centre.

5.2 (**Emergency Access**) You may only access Your Space outside the Access Hours with the Operator's consent which may be given or withheld at the Operator's sole discretion.

5.3 (**Refusal of Access**) The Operator may (without being obliged to do so) refuse You or any other person access to the Premises or Your Space (including after this Agreement has been terminated) if:

(a) You have not complied with any of Your obligations under this Agreement; or (b) You or any other person do not produce identification and/or evidence satisfactory to the Operator to show You or the other person are entitled to access. Once any issue contemplated by this clause is remedied, You will be granted access again subject to the Operator's office hours.

5.4 (**Obligations During Refusal of Access**) If You have been refused access to Your Space due to Your default under this Agreement, Your obligations under this Agreement (including payment of the Storage Fee to The Operator) continue until termination of this Agreement (note this is subject to clause 11.7 relating to continuing obligations), even though You may not have access to the Premises or Your Space, for all or part of the Storage Period. This is because the Operator cannot otherwise rent Your Space whilst Your Goods are still in it or You still have possession of It during any period where the Operator may be providing You with the opportunity to remedy the default.

5.5 (**Access by The Operator**) The Operator may (without being obliged to do so): access or inspect Your Space and/or Your Goods

(a) on reasonable notice for maintenance purposes or for inspection purposes on 14 days' notice;

(b) at any time for emergency purposes;

(c) if at any time, the Operator believes Your Goods or any act or omission by You in connection with Your Space may cause harm to any person, property or the environment and in this event if it considers it necessary, the Operator may immediately (and without notice to You) take any action considered by The Operator to be necessary to access, inspect or service Your Space or inspect Your Goods and, if necessary, to avoid the potential harm the Operator may remove and dispose of Your Goods and the cost of the Operator in so doing will be reimbursed by You to the Operator on demand by the Operator. The Operator may access Your Space by force or otherwise for the purposes of 5.5(b) or (c). If Your access is interrupted pursuant to this clause, it will be restored if it can be and as soon as possible.

5.6 (**Operator May View Your Space with Camera**) You agree that in circumstances where the Operator reasonably suspects a breach of the law or potential for damage to the Premises or other customers goods, the Operator may at its discretion and without notice to You either open Your Space or may use a microprobe, CCTV camera or other viewing device to view the inside of the Space and any footage obtained which evidences a breach of the Agreement or the law may be relied upon by the Operator to take any action authorised under this Agreement, including terminating this Agreement and/or cooperating with law enforcement agencies and other authorities without notice to You.

5.7 (**Access by Unauthorised Persons**) You agree that it is Your responsibility to secure Your Space and the Operator provides You with a Space that is capable of being so secured. Whilst the Operator has installed various security measures in the Centre for the security of the overall Centre area, the Operator is not guaranteeing the Centre as a secure facility. You understand and accept You are storing Your Goods at the Centre at Your sole risk and that it is Your responsibility to secure Your Space. As such, the Operator is not responsible for any unauthorised entry by any person to the Premises or Your Space.

5.8 (**Alarm Fee**) If You or someone gaining access as authorised by You trigger an alarm then you will incur an Alarm Fee to cover costs associated with dealing with an alarm.

5.9 (**Reasonableness**) You acknowledge that the actions that the Operator may take pursuant to this clause 5 are reasonable as part of the operation of a storage business and in particular to allow the Operator to take the steps necessary in the circumstances contemplated by clause 5 and You agree to the Operator being able to exercise these rights.

## 6. YOUR OBLIGATIONS

6.1 (**Use of Your Space**) You must only use Your Space for storage and no other business or activity.

6.2 (**Securing Your Space**) You are solely responsible for securing Your Space and must do so in a manner reasonably satisfactory to the Operator, and where applicable You must ensure You comply with any other security policies or procedures for the Centre. You agree not to place a padlock or other locking device to your Space in the Operator's overlock position.

6.3 (**Prohibited Goods**) To prevent harm or damage, Your Goods must not include any item listed in the Prohibited Goods List displayed by the Operator from time to time on its website or at the Premises or any animal or any thing which is hazardous, illegal, stolen, inflammable (excluding alcoholic beverages), explosive, environmentally harmful, perishable or which in the reasonable opinion of The Operator may cause harm to any person, property or the environment. You must ensure Your Goods are free of food scraps (or other perishable substances) and are not damp when placed into storage.

6.4 (**Irreplaceable Goods or Goods Totalling more than \$1000**) You must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, rugs, curios, works of art and items of personal sentimental value or items worth more than \$1,000 in total unless they are insured.

6.5 to 6.7 reserved item numbers

6.8 (**Insurance of Your Goods**) Unless the Operator otherwise agrees, You must keep Your Goods in Your Space insured on terms reasonably satisfactory to the Operator and provide evidence of the insurance to the Operator whenever requested by the Operator. You agree to waive any right of subrogation You may otherwise have in relation to insurance of the Goods.

6.9 (**Nuisance**) You must not cause any inconvenience or nuisance to any other person using the Premises. This includes taking reasonable steps to ensure that no noxious substance or substance that may cause harm is stored in or escapes from Your Space to the surrounding area including any other storers' space.

6.10 (**Compliance with Laws**) You must, at your cost, comply with all laws applying to Your Goods or the storage of Your Goods in Your Space, or the use of Your Space.

6.11 (**Change in details**) You must immediately notify the Operator of any change in Your contact details or those of the Alternate Contact Person set out in the Storage Agreement. You acknowledge that this is important as it is necessary for the Operator to have current contact details for the purposes of numerous parts of this Agreement.

6.12 (**Communication and Dealing with Alternate Contact Person**) You grant the Operator the right to discuss any default under this Agreement and any information it holds regarding You (relating to this Agreement) with the Alternate Contact Person for the purpose of exercising the Operator's rights under this Agreement. Further, where the Operator reasonably believes that You are unwilling or unable to remove Goods from the Space upon termination or in the course of the Operator exercising its rights relating to default of the Agreement by You, despite reasonable notice under these terms, the Operator may allow and You acknowledge and agree that it is reasonable for the Alternate Contact Person to remove the Goods on such terms as agreed between the Operator and the Alternate Contact Person without the need for further consent from You. The Operator will cease dealing with the Alternate Contact Person pursuant to this clause immediately upon You remedying the default and/or on Your removal of Your Goods. You acknowledge and accept that this clause is necessary to deal with the situations contemplated by it and to provide the Operator the ability to otherwise operate and administer its Centre.

## **7. LIABILITY, RELEASE AND INDEMNITY**

7.1 (**You Release and Indemnify The Operator**) You (for all time and despite any earlier termination of this Agreement):

(a) release the Operator (and its employees, contractors and agents) from; and  
(b) indemnify the Operator (and its employees, contractors and agents) against, any costs, expenses, loss, damages, claims, action or liability, to the extent it is arising (including whether in contract, tort, under statute or otherwise) from or in connection with,

(i) loss of or damage to Your Goods;

(ii) damage to any device used by You to secure Your Space resulting from the Operator accessing Your Space in accordance with this Agreement;

(iii) The Operator either refusing You access to the Premises and Your Space or terminating this Agreement in accordance with this Agreement; or (iv) loss of or damage to any property (including the Operator's property) or death of or injury to any person caused or contributed to by:

(A) Your Goods;

(B) You or any person accessing the Premises or Your Space with Your authority or consent;

(C) Your use of Your Space by You or any other person authorised by You;

(D) The Operator or any of its contractors, agents, or employees in exercising any other right or power pursuant to this Agreement.

7.2 (**Liability**) To the extent that your actions or omissions in relation to Your use of the Space or Your failure to comply with this Agreement cause any damage, expense, loss, liability ("**Loss**") to the Operator or any other party, you agree and acknowledge that You are liable for such Loss and that the Operator may recover such Loss incurred by it from You.

7.3 (**Assistance to Regulators or Agencies**) You acknowledge that the Operator may from time to time be required by the operation of law (including the common law, statute or the rules of a securities exchange) to discuss, assist an investigation or action, or provide information relating to You or Your use of Your Space or Your Goods (this may include the provision of copies of or lists of items You have in Your Space, this Agreement or other documents or records relating to Your Space, Goods or use of Your Space and any other matters contemplated by this subclause) to a regulator, statutory agency, court, government department or other entity duly authorised by law to make such a request. You further acknowledge and agree that any such assistance that the Operator provides pursuant to this clause is reasonable and that the Operator may provide such assistance and is released and indemnified by You for any liability, expense, claim or loss incurred by You or any other person, that may arise as a result of the provision of such assistance.

7.4 (**Court Orders**) You acknowledge that the Operator may be required by the order of a court to provide information relating to You or Your use of Your Space or Your Goods (this may include the provision of copies of or lists of items You have in Your Space, this Agreement or other documents or records relating to Your Space, Goods or use of Your Space and any other matters contemplated by this sub-clause) to another person. You agree that the Operator may provide such assistance and is released and indemnified by You for any liability, expense, claim or loss incurred by You or any other person, that may arise as a result of the provision of such assistance.

## **8. TERMINATION**

8.1 (**Termination by Notice**) Either You or the Operator may terminate this Agreement at any time after the Minimum Storage Period by giving not less than 7 days' notice to the other. If you fail to give 7 days' notice of termination to the Operator this shall constitute a default.

8.2 (**Termination on Default**) If You fail to comply with any of Your obligations under this Agreement after the Operator gives You not less than 7 days' notice requiring You to comply, the Operator may immediately terminate this Agreement by notice to You, and may, without further notice, enter Your Space, retain any Deposit and take possession of and deal with Your Goods as Abandoned Goods under clause

9.2. You expressly acknowledge and agree that it is reasonable for the Operator to take the steps set out in this sub-clause as part of the operation of a storage Centre and You agree to the Operator being able to exercise these rights

8.3 (**Summary Termination**) In the event that any of Your activities or Your use of Your Space, is considered by the Operator to be illegal or environmentally harmful or otherwise harmful to other persons, the Operator may terminate the Agreement without Notice. This will constitute a default under this Agreement.

8.4 (**Your Obligation on Termination**) On termination of this Agreement, You must immediately:

(a) (**Pay all Fees**) pay to the Operator any amounts which You owe to the Operator and if the Operator terminates this Agreement because of Your default, also the amount of 2 weeks Storage Fees payable under this Agreement (this amount represents an agreed amount between You and the Operator to recompense the Operator for income it is unable to earn for a period, due to Your default, by licencing Your Space to another person and You acknowledge that it is fair and reasonable);

(b) (**Removal of Goods**) remove Your Goods from Your Space; and

8.5 (**Refund of Advance Payments**) Upon your request, following termination the Operator shall refund to You within a reasonable period of time, the amount of any Storage Fees paid by You in advance for future whole months not yet expired, less any other amounts the Operator is entitled to claim from You.

8.6 (**Damage or Destruction**) If the premises is destroyed or damaged from any cause other than by Your act or default so as to render Your Space unfit for storage of Your Goods, the Operator or You may at any time give notice in writing terminating this Agreement and thereupon this Agreement shall be deemed to have terminated at the date of the destruction or damage.

## 9. ABANDONED GOODS

9.1 (**Abandonment of Goods**) If at any time You fail to:

(a) pay the Operator any amount due and owing to it by You; or  
(b) remove Your Goods when required under this Agreement, and You do not rectify either (a) or (b) within 7 days after the Operator gives You notice requiring you to remedy that failure, Your Goods will be taken to be "Abandoned Goods" for the purposes of this clause 9. In the event that You have more than one Space with the Operator, default on either Your Space authorises the Operator to take Default Action against all of Your Spaces.

9.2 (**Dealing with Abandoned Goods**) In the event that Your Goods become, by operation of the provisions of this Agreement, Abandoned Goods for the purposes of this Agreement, You acknowledge that it is not reasonable for Your Goods to remain in Your Space and that the Operator will by necessity need to deal with them. Accordingly, You agree:

(a) The Operator may without being obliged to do so arrange;

(i) the disposal of (which may include the dumping of);

(ii) alternative storage of; or

(iii) the sale of, any or all of Your Abandoned Goods, on such terms as the Operator decides are reasonable;

(b) You acknowledge that the Operator will incur costs (both internal and external) in having to deal with the Abandoned Goods and that it is fair for You to and You agree to pay the costs of and indemnify the Operator for all costs, expenses, damages, claims, action or liability whatever arising from or in connection with the Operator exercising its rights under paragraph (a);

(c) The Operator shall pay You the amount received by it from the sale of Your Abandoned Goods less any amounts You owe the Operator as quickly as possible but no later than within 30 days after the Operator receives the amount.

9.3 (**Grant of Lien Over Goods**) The Operator claims and You grant a contractual lien over Your Goods in the event any moneys are owing under the Agreement. For the purposes of the Personal Property Securities Act 2009, the Operator is deemed to be in possession of the Goods from the moment the Operator accesses them. You consent to and authorises the sale or disposal of all Goods regardless of their nature or value.

## 10. NOTICES

10.1 (**Service of Notices**) Notice will usually be given in writing and left at, or emailed to, or SMS'd to, or posted to, or faxed to the address of You or the Alternate Contact person or the Operator. In the event of not being able to contact You, Notice is deemed to have been given to You by the Operator if the Operator serves that Notice on the Alternate Contact Person (as identified on the front of this Agreement), or if it has sent Notices to the last notified address of You or the Alternate Contact Person. In the event that there is more than one Storer, Notice to or by any single Storer is agreed to be sufficient for the purposes of any Notice requirement under this agreement.

10.2 (**Deemed Notice**) Any notice given under this Agreement is deemed to have been given the day it is emailed or SMS'd or the day after the notice has been delivered, posted or facsimiled.

## 11. GENERAL PROVISIONS

11.1 (**Assignment**) You must not assign, sub-licence or otherwise deal with Your rights or obligations under this Agreement without the written consent of the Operator.

11.2 (**Applicable Law**) The law of the State or Territory of Australia within which the Premises at which Your Goods are stored is located, applies to this Agreement.

11.3 (**Variations**) Any variation of this Agreement is only effective if it is in writing and signed by all parties. No oral statement made by either party shall form part of this Agreement.

11.4 (**Waivers**) A party shall not be taken to have waived a right under or in connection with this Agreement unless the party expressly does so in writing. A waiver of any right or obligation at any time shall not be taken as a waiver of the right when it arises at any other time or a waiver of any other right.

11.5 (**Stamp Duty & GST**) You must on demand pay and indemnify the Operator for any stamp duty, Goods and Services Tax or similar tax or liability imposed in connection with this Agreement or any supply under it.

11.6 (**Severance**) If any provision of this Agreement is legally unenforceable or made inapplicable, it shall be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.

11.7 (**Continuing Liability**) Your liability for outstanding money, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

11.8 (**Entire Agreement**) This Agreement and the Privacy Policy on the Operator's website constitutes the entire agreement between You and the Operator for matters referred to in it. The parties agree that this Agreement reflects the final bargain agreed between them and that any prior arrangements, agreements, representations or undertakings are superseded.

11.9 (**Cost**) The Storer is responsible to pay any costs incurred by the Operator in enforcing this Storage Agreement in any way.

11.10 (**Dispute Resolution**) The parties must endeavour to settle any dispute with one another before either party institutes any proceedings of any kind against the other.