



AGREEMENT NO:

MOBILE SELF STORAGE AGREEMENT 2016©

STORAGE DETAILS

Company Name: ..... ACN: .....

Ms/Mrs/Mr First Name: ..... Last Name: .....

Ms/Mrs/Mr First Name: ..... Last Name: .....

DELIVERY DETAILS Home /Business Address: .....

City..... State..... Postcode.....

Specific Delivery Instructions: .....

CONTACT DETAILS Postal Address: .....

City..... State..... Postcode.....

Phone Nos: Home: ..... Work..... Mobile.....

Email: ..... Drivers Licence Copied

I consent to receiving correspondence from this Facility by SMS to the mobile no above  Yes, I consent to SMS notification
By consenting to receiving all correspondence from this Facility by email you agree that no Notices or correspondence will be sent
by traditional mail. It is your obligation to update your email address when necessary  Yes, I consent to email only.

You MUST advise us immediately if your address or contact numbers or those of the alternative contact person change

Alternate Contact Person: Ms/Mrs/Mr.....First Name: ..... Last Name: .....

Home:..... City..... State..... Postcode.....

Phone No. Home:..... Work:..... Mobile:.....

Email:.....

DELIVERY DETAILS, PACKING PERIOD, NOTICES AND FEES

Space will be deposited at address above on ...../...../..... and picked up on ...../...../..... ('the Packing Period'). A Late Return Fee of \$.....applies for each 24 hours or
part thereof outside this packing Period. Cleaning Fee \$..... Redelivery Notice of .....(days/hours) is required for return of the Space.

Delivery fee / Redelivery fee for Space: \$..... Fee for accessing unit at Facility \$..... after giving ..... (days/hours) Access Notice No Show Fee \$.....
All Fees include GST, except the Deposit and Late Fee

MAIN POINTS

Please read the conditions overleaf carefully as by signing this Agreement you will be bound by them
- See Overleaf Carefully as by Singing This Agreement You Will Be Bound by Them -

- All payments are to be made in advance by you (the Storer).
Goods are stored at your sole risk. You should take out insurance cover
The Facility Owner (FO) is excluded from liability for the loss of any goods stored on its premises, except for laws which cannot be excluded, including rights under Australian Consumer Law
You must not store hazards dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods
Unless specifically itemised and covered by insurance you must also not store goods that are irreplaceable such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value or items worth more than \$2000 AUD in total. While the FO takes reasonable care to provide a secure Space, we cannot guard against all risks and unforeseen circumstances beyond our control and therefore, we recommend that you take out insurance in relation to items you intend to store in the Space or store valuable goods in places specifically designed for this purpose(i.e. a safety deposit box).
The Space will only be accessible during the access hours as posted by the Facility Owner and after giving Access Notice.
The Store must notify the Facility Owner in writing of all changes of address and Contact telephone numbers.
If you fail to comply with the conditions of this agreement the Facility Owner will have certain rights which include forceful retrieval of the Space from your property, forfeiture of your Deposit and the right to sell and/or dispose of your goods.
The Facility Owner has the right to refuse access and Redeliver of the Space if all Fees are not paid promptly.
The Facility Owner has the right to enter in certain circumstances.
The FO may use a microprobe or CCTV to view inside the Space and rely on footage to enforce the contract, and/or may release footage to authorities in certain circumstances, including where the FO reasonably suspects breach of the law or damage to premises.
The FO may discuss your account, any default and your details with the ACP. Upon termination or default the FO may elect to release items to the ACP

I/We agree to be bound by the conditions of this Agreement as shown here and overleaf. Signed by:

ACCEPTED BY FACILITY OWNER.
Signed for and on behalf of FACILITY OWNER"

Date of this Agreement ..... Day of ..... 20....

STORER CHECK CONSENT: By applying for storage with this Facility I/we consent to the undertaking search of my/our details against the Storer Check Pty Ltd database, and to my/our details and personal information being released to Storer Check Pty Ltd pursuant to the Personal Information Document and the terms and conditions set out at www.storercheck.com

(CROSS OUT IF NO CONSENT)

[Storer's Signature] .....

[Storer's Signature] .....



## STORAGE.

- a. The Storer may store Goods in the Mobile Storage Space ("Space") as allocated by the FO and only in that Space, pursuant to the terms and conditions in this Agreement;
  - b. has knowledge of the Goods in the Space;
  - c. warrants that they are the owner of the Goods in the Space and/or are entitled at law to deal with the Goods in accordance with all aspects of this Agreement;
  - d. has inspected the Space and Facility and is satisfied that the Space and Facility are adequate for the intended use and suitable for storage of the Goods the Storer intends to store (including that it may not be fitted with any fire protection system).
2. The FO:
    - a. does not have, and will not be deemed to have, knowledge of the Goods;
    - b. is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that the FO does not take possession of the Goods.
    - c. Claims a contractual lien over the Goods in the event any moneys are owing under the Agreement.

## COST

3. The Storer must upon signing the Agreement pay to the FO:
  - a. the Deposit (which, when applicable, will be refunded within 30 days of termination of this Agreement), and/or
  - b. the Administration Fee.
4. The Storer is responsible to pay:
  - a. the Storage Fee being the amount indicated in this Agreement or the amount notified to the Storer by the FO from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to make that payment directly to the FO, on time, in full, throughout the period of storage. Any Fees paid by direct deposit/direct credit (Direct Payment) will not be credited to Storer's account unless the Storer identifies the Direct Payment clearly and as reasonably directed by the FO. The FO is indemnified from any claim for enforcement of the Agreement, including the sale or disposal of Goods, due to the Storer's failure to identify a Direct Payment,
  - b. a Delivery Fee, payable each time the Space is delivered or redelivered to the Storer;
  - c. an Access Fee, payable when the Storer accesses the Space at the Facility;
  - d. a Late Return Fee, payable each 24 hours or part thereof that the Storer retains the Space outside the defined Packing Period;
  - e. the Cleaning Fee, as indicated on the front on this Agreement, is payable at the FO's discretion;
  - f. a No-Show Fee, where the Storer gives Access Notice and does not attend at the Facility allotted time;
  - g. a Late Payment Fee, as indicated on the front on this Agreement, which becomes payable each time a Storage Fee payment is late; and
  - h. any reasonable Costs incurred by the FO in collecting late or unpaid Storage Fees, retrieving the Space, maintaining the Goods, selling the Goods, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel, and/or the default action (including legal costs on client/solicitor basis) costs.
5. The Storer will be responsible for payment of any government taxes or charges (including any goods and services tax) being levied on this Agreement, or any supplies pursuant to this Agreement.

## DEFAULT

6. Notwithstanding clause 29, and subject to clause 8 the Storer acknowledges that, in the event of the Storage Fee, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, the FO may, enter the Space, by force or otherwise, retain the Deposit and/or sell or dispose of any Goods in the Space on such terms that the FO may determine ("Default Action"). For the purposes of the Personal Property Securities Act 2009, the FO is deemed to be in possession of the Goods from the moment the FO accesses the Space. The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value. The FO may also require payment of Default Action costs, including any costs associated with retrieving the Space, accessing the Space, maintaining the Goods, and disposal or sale of the Storer's Goods. In the event that the Space is located on the Storer's land, the Storer consents to the FO entering upon that land and retrieving the Space. Further, the FO may use all reasonable force in so retrieving the Space, and the Storer expressly consents to such force and action. The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value. Any excess funds will be returned to the Storer within 6 months of the sale of the goods. In any event that the Storer cannot be located, excess funds will be deposited with the Public Trustee of equivalent authority. In the event that the Storer has more than one Space with the FO, default on either Space authorises the FO to take Default Action against all Spaces
7. At least 14 days before the FO can take any Default Action the FO will provide the Storer with Notice that the Storer is in Default. The FO will provide the Storer with reasonable time to rectify the Default before any Default Action is taken. The Space will not be Redelivered to the Storer unless all fees, costs and expenses are paid in full to the FO.

8. If the FO reasonably believes it is a health and safety risk to conduct an inventory of Goods in the Space, subject to the FO providing the Storer with reasonable prior notice to pay outstanding monies and collect the Goods, the FO may dispose of some or all of the Goods without undertaking an inventory. Further, due to the inherent health and safety risks in relation to undertaking any sale or disposal of Goods whereby the FO must handle the Storer's Goods, the FO need not open or empty bags or boxes to undertake an inventory to assess the contents therein. And may elect to instead dispose of all bagged and/or boxed items without opening them. **RIGHT TO DUMP**
9. If, in the reasonably opinion of the FO, a defaulting Storer's Goods are either not saleable, fail to sell when offered for sale, may pose a health risk to staff for the public if handled, or are not of sufficient value to warrant the expense of attempting to sell, the FO may dispose of all Goods in the Storer's Space by any means, regardless of the nature of the goods.

10. Further, upon Termination of the Agreement (clause 29) by either the Storer or the FO, in the event that a Storer fails to remove all Goods from their Space or the Facility, the FO is authorised to dispose of all Goods by any means. The Storer may be charged a Cleaning Fee for this Service.

11. Any items deemed left, in the FO's reasonably opinion, unattended in common areas or outside the Storer's Space at any time may at the FO's reasonable discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

## ACCESS AND CONDITIONS

12. The Storer:
  - a. may only retain the Space following Delivery or Redelivery for the defined Packing Period, as set out on the front of the Agreement or in the Redelivery documentation. A Late Return Fee will be accrued for each 24 hours or part thereof that the Space is not ready to be taken back to the Facility outside the Packing Period;
  - b. authorizes the FO to enter onto the Storer's land to forcefully retrieve the Space, so long as the FO has given 7 day's notice;
  - c. once the Space is at the Facility, may access the Space during Access Hours as posted by the FO and subject to the terms of this Agreement, after giving Access Notice as defined on the front of this Agreement;
  - d. will be solely responsible for the securing of the Space and shall so secure the Space at all times when the Storer is not accessing the Space in a manner reasonably acceptable to the FO, and where applicable will secure the external gates or doors of the Facility. The Storer is not permitted to apply a padlock to their Space in the FO's overlocking position, and the Storer may have any such padlock forcefully cut off at the Storer's expense;
  - e. must not store any Goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person, and will be liable, and will indemnify the FO, for any resulting damage, loss or destruction;
  - f. must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value and/or any items that are worth more than \$2000AUD in total unless they are itemised and covered by insurance;
  - g. will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
  - h. must not attach nails, screws etc. to any part of the Space and must maintain the Space by ensuring it is clean and in a state of good repair and must not damage or alter the Space without the FO's consent; in the event of uncleanness or of damage to the Space or Facility the FO will be entitled to retain the Storer's deposit, charge a Cleaning Fee, and/or full reimbursement from the Storer to the value of the repairs required.
  - i. will be solely responsible for the securing of the Space and shall so secure the Space at all times when the Storer is not in the Space in a manner reasonably acceptable to the FO, and where applicable will secure the

external gates and/or doors of the Facility. The Storer is not permitted to apply a padlock to their Space in the FO's overlocking position, and the Storer may have any such padlock forcefully cut off at the Storer's expense

- j. cannot assign this Agreement;
- k. must give Notice to the FO in writing of the change of address, phone numbers or email address of the Storer or the Alternate Contact Person ("ACP") within 48 hours of any change;
- l. grants the FO entitlement to discuss any default by and any information it holds regarding the Storer with the ACP listed on the front of this Agreement. Further, where the FO reasonably believes that the Storer is unwilling or unable to remove Goods from the Space upon termination or default of the Agreement, despite reasonable notice under these terms, the FO may allow the ACP to remove the Goods on such terms as agreed between the FO and the ACP without the need for further consent from the Storer.
- m. The Storer is solely responsible for determining whether the Space is appropriate and suitable for storing the Storer's Goods, having specific consideration for the size, nature and condition of the Space and Goods.
- n. Must ensure their Goods are free of food scraps and are not damp when placed into storage.
14. In addition to clause 7, the FO has the right to refuse access to the Space and/or the Facility by the Storer where any moneys are owing by the Storer to the FO, where a formal demand for payment of such moneys has been made.
15. The FO will not be liable for any loss or damaged suffered by the Storer resulting from an inability to access the Facility or the Space.
16. The FO may dispose of the Storer's Goods in the event that Goods are damaged due to fire, food or other event that has rendered Goods, in the reasonable opinion of the FO, severely damaged, or dangerous to the Facility, any persons, or other Storer's and/or their Goods. Where practicable, the FO will provide the Storer with reasonable Notice and an opportunity to review the Goods before the Goods are disposed of.
17. The FO reserves the right to relocate the Storer to another Space under certain circumstances, including but not limited to unforeseen extraordinary events of redevelopment of the Facility.
18. No oral statements made by the FO or its employees shall form part of this Agreement, and no failure or delay by the FO to exercise its rights under this Agreement will operate to waive those rights. The Storer acknowledges that it has raised with the FO all queries relevant to its decisions to enter this Agreement and that the FO has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer. The Storer acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by the FO, been reduced to writing and incorporated into the terms of this Agreement.
19. The Storer must give the FO Access Notice as indicated on the front of the Agreement to gain Access to the Space at the Facility. Failure to attend after giving Access Notice will attract a No-Show fee as indicated on the front of the Agreement.
20. The Storer must give the FO Redelivery Notice as indicated on the front of the Agreement. The FO need not comply with a request for Redelivery that gives less than the defined Redelivery Notice.
- 20A. The Storer is responsible (and must pay) for loss or damage caused by a third party who enters the Space or the Facility at the request, direction, or as facilitated by the Storer (including provision of gate key code or swipe card).

## RISK AND RESPONSIBILITY

21. It is the responsibility of the Storer to pack the Space appropriately. Any damage, loss, deterioration or destruction caused to Goods during the movement of the Space is entirely the liability of the Storer.
22. The FO's services come with non-excludable guarantees under consumer protection law, including that they will be provided by due care and skill. Otherwise, to the extent permitted by law the Goods are stored at the sole risk and responsibility of the Storer who shall be responsible for any and all loss, theft, damage to, and deterioration of the Goods, and shall bear the risk of any and all damage caused by flood or fire or leakage or overflow of water, mildew, mould, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.
23. Where loss, damage or injury is caused by the Storer, the Storer's actions or the Storer's Goods the Storer agrees to indemnify and keep indemnified the FO from all claims for any loss of or damage to the property of, or personal injury to, or death of, the Storer, the FO or third parties resulting from or incidental to the use of the Space by the Storer, including but not limited to the storage of Goods in the Space, the Goods themselves, or resulting from the Space's movement and/or location during or resulting from Delivery or Redelivery.
24. Certain laws may apply to the storage of Goods including criminal, bankruptcy, liquidation and others. The Storer acknowledged and agrees to comply with all relevant laws, including Acts and Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Space. This includes laws relating to the matter which is stored, and the manner in which it is stored. Such liability and responsibility rests with the Storer, and includes any and all costs resulting from such a breach.
25. If the FO reasonably believes that the Storer is not complying with all relevant laws, the FO may take any action as it reasonably believes necessary, including the action outlined in clauses 26 & 28, contacting, cooperating with and/or submitting Goods to the relevant authorities, and/or immediately disposing of or removing the Goods at the Storer's expense, including where in the FO's reasonable opinion the Storer is engaging in illegal activity in relation to the storage of the Goods. No failure or delay by the FO to exercise its rights under this Agreement will operate to waive those rights.

## INSPECTION AND ENTRY BY THE FO

26. Subject to clause 27 the Storer consents to inspection and entry of the Space by the FO provided that the FO gives 14 days written Notice.
27. In the event of an emergency, that is where obliged to do so by law or in the event that property, the environment or human life is, in reasonable opinion of the FO, threatened, the FO may enter the Space using all necessary force without the consent of the Storer, but the FO shall thereafter notify the Storer as soon as practicable. The Storer consents to such entry.
- 27A. The Storer agrees that in circumstances where the FO reasonably suspects a breach of the law or damage to the facility, the FO may use a microphone or other CCTV camera to view the inside of the Space and any footage obtained which evidences a breach of the Agreement of the law may be relied upon by the FO to take any action authorised under this Agreement, including terminating the Agreement and/or cooperating with law enforcement agencies and other authorities.

## NOTICE

28. Notice will usually be given by email or SMS, or otherwise will be left at, or posted to, or faxed to the address of the Storer. In relation to the giving of Notice by the Storer to the FO, Notice must be in writing and actually be received to be valid, and the FO may specify a required method. In the event of not being able to contact the Storer, Notice is deemed to have been given to the Storer by the FO if the FO has sent Notice to the last notified address or has sent Notice via any other contact method, including by SMS or email to the Storer or the ACP without any electronic 'bounce back' or similar notification. 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.

## TERMINATION

29. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice of the Termination Date in accordance with period indicated on the front of this Agreement. In the event of activities reasonably considered by the FO to be illegal or environmentally harmful on the part of the Storer the FO may terminate the Agreement without Notice. The FO is entitled to retain or charge apportioned storage fees if less than the requisite Notice is given by the Storer. The Storer must remove all Goods in the Space before the close of business on the Termination Date and leave the Space in a clean condition and in a good state of repair to the satisfaction of the FO. In the event that Goods are left in the Space after the Termination Date, clause 11 will apply. The Storer must pay any outstanding Storage Fees and any expenses on default or any other moneys owed to the FO up to the Termination Date, or clauses 6, 7, or 8 may apply. Any calculation of the outstanding fees will be by the FO. If the FO enters the Space for any reason and there are no Goods stored therein, the FO may terminate the Agreement without giving prior Notice, but the FO will send Notice to the Storer within 7 days.
30. The Storer's liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

## SEVERANCE

31. If any clause, term or provision of this Agreement is legally unenforceable or is made inapplicable, or in its application would breach any law, that clause, term or provision shall be severed or read down, but so as to maintain (as far as possible) all other terms of the Agreement.

**THIS AGREEMENT IS PROPERTY OF THE SELF STORAGE ASSOCIATION OF AUSTRALASIA, ALL UNAUTHORISED USE WILL BE PROSECUTED**

**SSAA - 2016**