

ALLSTORAGE STORAGE AGREEMENT ©

STORER:

Ms/Mrs/Mr.....First Name(s):.....Last Name:

Business Name (if applicable):.....ABN:.....

Address:Postcode:

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

Fax: Other numbers:..... Email:

> Drivers Licence: **Please attach a photocopy - this is a Police requirement for Storage Facilities**

Alternate (Emergency) Contact Person – Not living with you. (Parents are often best in an emergency)

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

Address:Postcode:.....

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

PLEASE ADVISE US IMMEDIATELY OF CHANGES OF ADDRESS OR PHONE FOR YOU AND ALTERNATIVE CONTACT PERSON.

Unit (Space) Number:..... Storage Period: From.....to:.....(automatically extended)

Type of goods:.....Insurance: Y/N

STORAGE COSTS: (inc.GST)
(payable on the date of Commencement)

> Refundable Deposit: **\$ 50.00**

> Storage Fee:

4 wks rent @ \$.....p.w:.....

As applicable:

> Late payment Fee **\$ 10.00 p.w.**

> Lost keys **\$ 6.00 ea.**

Please read the conditions overleaf carefully as by signing this Agreement you will be bound by them.

Key points of Agreement (See Over)

- Payments are to be made ONE MONTH IN ADVANCE by You (the Storer).
- ALLSTORAGE strongly recommends you fit an **EXTRA LOCK** and obtain **INSURANCE COVER**.
- Goods are stored at your **SOLE RISK**. Neither the Agent nor Facility Owner is liable for the loss of any goods stored in the facility.
- You must not store **hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods**.
- 7 days notice must be given for termination of this agreement.
- You must advise us of all **changes of address and all contact telephone numbers** within 48 hours.
- If you fail to comply with the conditions of this agreement the Agent has rights including **forfeiture of your Deposit** and the **right to seize and sell and/or dispose** of your goods (see clause 6).
- The Agent has the right to **refuse access** if all fees are not paid promptly (see clause 8).
- The Agent has the **right to enter** in certain circumstances (see clauses 6, 16, 18 & 20).
- The Storer must provide a photocopy of their current **drivers licence**. (Police requirement)

I/We agree to be bound by the conditions of this Agreement as shown overleaf and acknowledge that the terms have been brought to our attention.

Dated this day of 20.....

[1st Storer's Signature]..... [2nd Storer's Signature].....

Signed on behalf of Agent:

MTA Local Yellow pages Newspaper WOM Web

Deposit Rec: Left:...../...../..... Chq:.....

Original – Agent; Copy to Customer

STORAGE:

1. The Storer:

(a) Has the right to store goods in the Space allocated to the Storer by the Agent. There is no lease or tenancy agreement implied.

(b) is deemed to have knowledge of the goods in the Space and warrants they are the owner, and/or are entitled at law to deal with them in accordance with all aspects of this agreement.

2. Neither the Agent nor Facility Owner:

(a) will not and will not be deemed to have knowledge of the goods;

(b) Are bailees nor warehousemen of the goods and the Storer acknowledges that the Agent or Facility Owner does not take possession of the goods.

FEES, COSTS and EXPENSES:

3. The Storer must upon signing the Agreement pay to the Agent the Deposit (which will be refunded on termination of this agreement), and

4. The Storer is responsible to pay:

(a) the Storage Fee indicated and as notified to the Storer in writing by the Agent from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to see that payment is made directly to the Agent, on time, in full, throughout the period of storage.

(b) a Cleaning fee of \$50 is payable at the Agent's discretion.

(c) A late payment fee of \$10 per week where applicable.

(d) any associated legal, postal or telephone costs incurred by the Agent in collecting late storage fees or disposing of the Goods.

5. The Storer will be responsible for payment of any government taxes or charges (including GST) being levied on this agreement, or any supplies pursuant to this agreement.

DEFAULT:

6. The Storer acknowledges that, in the event of the Storage Fee, or any other moneys owing, not being paid in full within 50 days of the due date, the Agent may, without further notice, enter the Space by force, retain the Deposit and/or take possession and sell or dispose of any goods in the Space on such terms that the Agent may determine. The Agent may also require payment of default action costs, including any costs associated with the seizure of the Storer's Space and disposal of the Goods. Any excess moneys recovered by the Agent on disposal will be returned to the Storer or Public Trustee where Storer is unable to be contacted.

ACCESS AND CONDITIONS:

7. The Storer:

(a) has the right to access to the Space 7 days per week in **DAYLIGHT** hours;

(b) will be solely responsible for the securing of the Space and shall so secure the Space at all times, and will secure passage doors and the external gates;

(c) **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;**

(d) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, or works of art or items of a personal sentimental value.

(e) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;

(f) must maintain the Space by ensuring it is clean and in a state of good repair or a cleaning fee may be deducted from the Storer's deposit and/or an additional cleaning fee may be required.

(g) must not attach nails, screws etc to any part of the Space or physically alter it in any way OR must not damage or alter the Space without the Agent's consent; in the event of damage to the unit, the Agent will be entitled to retain the Storer's deposit to the value of the repairs required.

(h) cannot assign this agreement;

(i) **MUST** notify the Agent in writing of the change of address and **PHONE NUMBERS** of the Storer and the Alternate Contact Person within 48 hours;

(j) grants the Agent entitlement to discuss any default by the Storer with the Alternate Contact Person registered on the front of this agreement.

8. The Agent may refuse access to the Space by the Storer where moneys are owing by the Storer to the Agent, whether or not a formal demand for payment of such moneys has been made.

9. The Agent reserves the right to relocate the Storer to another Space at his discretion and without reference or explanation to the Storer.

10. No oral statements made by the Agent or its employees shall form part of this agreement, and no failure or delay by the Agent to exercise its rights under this agreement will operate to waive those rights.

RISK AND RESPONSIBILITY:

11. **The goods are stored at the sole risk and responsibility of the Storer** who shall be responsible for any and all 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, heat, spillage of material from any other space, removal or delivery of the goods, pest or vermin or any other reason whatsoever including acts or omissions or neglect of the Agent or persons under its control. **THE STORER SHOULD FIT AN EXTRA LOCK AND INSURE HIS GOODS.**

12. **The Storer agrees to indemnify and keep indemnified the Agent and Facility Owner from all claims for any loss of or damage to the property of, or personal injury to, third parties resulting from or incidental to the use of the Space by the Storer, including the storage of goods in the Space.**

13. The Storer acknowledges 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 material which is stored, and the manner in which it is stored and the liability for any and all breach of such laws rests absolutely with the Storer, and includes any and all costs resulting from such a breach.

14. If the Agent has reason to believe that the Storer is not complying with all relevant laws the Agent may take any action the Agent believes to be necessary to so comply, including the action outlined in clauses 16 & 18, and/or immediately dispose of or remove the goods at the Storer's expense, and/or contact/cooperate and submit the goods to the relevant authorities. The Storer agrees that the Agent may take such action at any time even though the Agent could have acted earlier.

INSPECTION AND ENTRY BY THE AGENT:

15. Subject to Clause 16, the Storer consents to inspection and entry of the Space by the Agent provided that the Agent gives notice.

16. In the event of an emergency, that is where property, the environment or human life is, in the opinion of the Agent, threatened, or as directed by relevant Authorities, the Agent may enter the Space using all necessary force without the written consent of the Storer, but the Agent shall notify the Storer as soon as practicable. The Storer consents to such entry.

NOTICE:

17. Notices will usually be given in writing and left at, or posted to, or faxed to the address of the Storer. In relation to the giving of Notices to the Agent or Facility Owner, Notices must actually be received to be valid. In the event of not being able to contact the Storer, Notice is deemed to have been given to the Storer by the Agent if the Agent serves that Notice on the Alternate Contact Person as identified on the front of this Agreement, or has sent Notices to the last notified address of the Storer or 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.

The Storer agrees such Notice may be given in any newspaper and include the Storer's name.

TERMINATION:

18. Once the initial fixed period of storage has ended, either party may terminate this Agreement on one weeks notice. In the event of illegal or environmentally harmful activities on the part of the Storer the Agent may terminate the Agreement without Notice.

The Agent is entitled to retain a portion of the deposit if less than the requisite Notice is given by the Storer. Upon termination the Storer must remove all Goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the Agent on the date specified. The Storer must pay any outstanding monies and any expenses on default or other monies owed to the Agent up to the date of termination, or clause 6 may apply. Any calculation of the outstanding fees will be by the Agent and such calculation will be final. If the Agent enters the Space for any reason and there are no Goods or goods of nominal value stored therein, the Agent may terminate the Agreement without giving prior notice.

19. The Storer's liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this agreement continues to run beyond the termination of this agreement.

20. If the Storer:-

a) fails to comply with these conditions:

b) does not pay the Storage fee within two weeks of the due date: or

c) does not pay the monies due to agent on termination;

then the Storer acknowledges that the Agent may without further notice, forfeit the deposit and/or require a late payment fee; may break any locks; affix additional locks; enter the Space and take possession and dispose of the goods in the Space by sale or dumping. The Storer acknowledges he shall have no right to claim against the Facility Owner or Agent in respect of the taking possession and disposal of the goods save for any surplus. The Agent is entitled to deduct from the proceeds of any sale of the goods, any money owing to the Agent including unpaid storage fees, cleaning fees and any expenses on account of disposal of the goods.

LIMITATION OF LIABILITY AND IDEMINTY:

21. The Storer:

(a) agrees that the terms of this document and Privacy Document constitute the whole contract with the Agent and Facility Owner and that, in entering this contract, the Storer relies upon no representations other than those contained in this Agreement.

(b) acknowledges that it has raised all queries relevant to its decision to enter this Agreement with the Agent and that the Agent 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 Agent, been reduced to writing and incorporated into the terms of this Agreement.

22. Any damages, whether for physical or economic loss, which the Agent or Facility Owner is liable to pay to the Storer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damages relating to the provision of services of a kind ordinarily acquired for personal, domestic or household use or consumption to:

- the further supply of storage equivalent to that undertaken by the Agent or Facility Owner as set out in the terms and conditions of this Agreement; or
- the payment of the cost for further storage equivalent to that undertaken by the Agent or Facility Owner under the terms and conditions of this Agreement; or
- the payment of the cost of further supply of storage equivalent to that undertaken by the Agent or Facility Owner under the terms and conditions of this Agreement.

23. The Storer specifically acknowledges that it is aware of the limitation of liability set out in clause 21 (a) above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the Agents & Facility Owner's liability is a reasonable one.

MEDIATION OF DISPUTES

23. The parties must endeavour to settle any dispute in connection with this Agreement by mediation conducted by a mediator who is appointed by agreement of the parties or, failing agreement within 7 days of receiving any party's notice of dispute, by a person appointed by the Chair of LEADR, ACN 008 651 232.