

# TERMS AND CONDITIONS OF LICENCE AGREEMENT

## STORAGE

1. The Storer:
  - a. is deemed to have knowledge of the goods in the Unit;
  - b. warrants that they are the owner of the goods in the Unit, and/or are entitled at law to deal with them in accordance with all aspects of this agreement;
  - c. acknowledges that this agreement does not grant the Storer a lease of the Unit;
  - d. acknowledges that the Unit provided is approximately the size advertised but that due to building tolerances may vary slightly;
  - e. agrees that all time limits imposed on the Storer by this agreement must be complied with strictly.
  - f. Agrees to a minimum of one month's rental
2. The SCO (which term includes its directors, employees, and agents):
  - a. does not provide any service other than a licence to use the Unit;
  - b. does not and will not be deemed to have knowledge of the goods;
  - c. is not a bailee nor a warehouseman of the goods and the Storer acknowledges that the SCO does not take possession of or any responsibility for the goods except as provided in clause 12 and 20.a.

## COSTS

3. Upon signing this agreement the Storer must pay to the SCO:
  - a. the Deposit (which will be refunded on termination of this agreement less any deductions authorised by this agreement)
  - b. one month's rental in advance.
  - c. automatic monthly payments
4. The Storer must pay:
  - a. the Cleaning Fee is payable at the SCO's discretion if the Unit requires cleaning;
  - b. the Late Payment Fee or fees which become payable each time a Storage Payment is late as indicated on the front of this agreement;
  - c. any reasonable internal or external costs and disbursements incurred by the SCO in collecting late or unpaid Storage Fees, or in enforcing this agreement in any way;
  - d. interest on outstanding Storage Fees at the rate of 15% per annum.

## ACCESS TO AND CONDITIONS OF USE OF THE UNIT

5. The Storer:
  - a. may access the Unit of their allocated unit at any time;
  - b. is solely responsible for securing the Unit in a manner acceptable to the SCO;
  - c. will 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. will use the Unit solely for the purpose of storage and must not carry on any business or other activity in the Unit;
  - e. will maintain the Unit by ensuring it is clean and in a state of good repair. If the Storer does not, the SCO may deduct (at the SCO's sole discretion) the Cleaning Fee from the Deposit and/or charge an additional Cleaning Fee;
  - f. will ensure the goods are dry, clean and free from vermin and food scraps when placed in the Unit;
  - g. may not physically alter or damage the Unit in any way (including the use of screws or nails) without the SCO's prior consent. If the Unit is damaged, the SCO may charge the Storer for any repairs and may deduct repair charges from the Storer's Deposit;
  - h. cannot assign this agreement or let any other person store goods in the Unit;
  - i. will notify the SCO in writing of any change to the ACP or any change of contact details of the Storer or the ACP within 48 hours of the change;
  - j. grants the SCO consent to discuss any default by the Storer with the ACP;
  - k. agrees to comply with all health and safety or other notices for the Complex.
6. The SCO may refuse access to the Unit by the Storer where any money is owing by the Storer to the SCO, whether or not a formal demand for payment has been made.
7. The SCO reserves the right to relocate the Storer to another Unit of the same or similar dimensions as the Unit for the proper management of the Complex. The SCO will provide as much notice as reasonably practicable to the Storer of such relocation and, unless agreed otherwise, the SCO or its agent will carry out the relocation.
8. Any items left unattended in common areas or outside the Unit at any time may, at the SCO's reasonable discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

## RISK AND RESPONSIBILITY

9. No oral statements made by the SCO or its employees form part of this agreement. No failure or delay by the SCO to exercise its rights under this agreement will operate to reduce those rights.
10. If the Storer is using the Unit for the purposes of business storage, then the guarantees and remedies in the Consumer Guarantees Act 1993 ("the Act") are excluded.
11. If the Act applies, the Storer acknowledges in accordance with clauses 1.c, 2.a and 5 that the SCO is only providing a licence to use the Unit provided by the SCO for the sole purpose of storing goods. In particular, no other undertakings or commitments are given or undertaken by the SCO whether in tort, contract or other legal principle.
12. If the Act applies, the SCO's services come with non-excludable guarantees, including that they will be provided with reasonable care and skill. Otherwise, to the extent permitted by law, the goods are stored at the sole risk and responsibility of the Storer who is responsible for any and all theft, loss, damage to, and deterioration of the goods, and shall bear the risk of any and all damage caused by flood, fire, leakage or overflow of water, mildew, heat, spillage of material from any other Unit, removal or delivery of the goods, pest or vermin or any other reason.
13. The Storer warrants that it will not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art, or items of personal sentimental value or that are worth more than \$2,000 (in aggregate) unless specifically itemised and covered specifically by insurance.
14. Where loss, damage or injury is caused by the Storer, the Storer's actions or the Storer's goods, the Storer will indemnify the SCO from all claims in contract, tort or otherwise for any loss or damage to the property of, or personal injury to the Storer, the SCO or the Complex, third parties, and/or the true owner of the goods stored in the Unit, resulting from or incidental to the use of the Unit by the Storer (including but not limited to storage of goods in the Unit, the goods themselves and/or accessing the Complex).
15. The Storer is responsible (and must pay) for loss or damage caused by a third party who enters the Unit (or the Complex) at the request or direction of the Storer or who otherwise accesses the Complex using the Storer's access card/code. The Storer is not responsible for access after it notifies the SCO of the loss or theft of the access card/code.

## COMPLIANCE WITH LAWS

16. The Storer will comply with all relevant laws applicable to the use of the Unit. This includes laws relating to the goods which are stored, and the manner in which they are stored. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from such breach.
17. If the SCO believes at any time (in its sole discretion) that the Storer is not complying with clause 16, the SCO may: a. take any action the SCO believes necessary to so comply, including inspection

of the Unit and/or termination under clauses 18 and 19; b. immediately dispose of or remove the goods in the Unit at the Storer's expense; and/or c. contact, cooperate with and/or submit the goods to the relevant authorities. The Storer agrees that the SCO can take any such action at any time even though the SCO could have acted earlier.

## INSPECTION AND ENTRY BY THE SCO

18. The Storer consents to inspection and entry of the Unit by the SCO on 14 days' written notice.
19. In the event of an emergency, the SCO may enter the Unit using all necessary force without the prior written consent of the Storer. The SCO will notify the Storer as soon as practicable of such entry. The Storer irrevocably consents to such entry. For the avoidance of doubt, an emergency includes but is not limited to where the SCO believes that clause 5.c or 16 is being breached, or where property, the environment or human life is, in the opinion of the SCO, threatened, or to allow access, inspection or seizure by relevant authorities.

## DEFAULT

20. The Storer acknowledges that:
  - a. all goods in the Unit are subject to a general lien for all Storage Fees and any other amounts owing to the SCO by the Storer. If the Storage Fee or any other sum owing by the Storer under this Agreement is not paid in full within 42 days of the due date, the SCO may enter the Unit, retain the Deposit and/or take possession of any goods in the Unit and may, at the SCO's sole discretion, do any one or more of the following:
    - b. sell the goods by private arrangement or public auction to offset any unpaid Storage Fee, Cleaning Fee, Late Payment Fee, or costs associated with collection of Fees and/or disposal of the goods; and/or
    - c. dispose of the goods in any other manner as the SCO sees fit, whether for value or not, if the goods are unsaleable, remain unsold after being offered for sale, pose a health and safety risk, or are of insufficient value to warrant a formal sale process; and/or
    - d. if the SCO believes in its reasonable opinion that it is a health and safety risk to conduct an inventory of the goods in the Unit, the SCO may decide to dispose of some or all of the goods without doing an inventory. The SCO will give notice in accordance with this agreement and permit a reasonable period for the Storer to rectify a default before taking possession and selling/disposing of goods.
  - e. if any money is recovered from the sale or disposal of goods, that money shall be used as follows:
    - f. first, to pay the costs of and associated with the sale or disposal of the goods;
    - g. second, to pay all Storage Fees and other fees, costs or disbursements owed to the SCO and any other costs incurred by the SCO in connection with re-entering the Unit and selling or disposing of the goods;
    - h. third, any excess will be sent to the Storer.
  - i. if the SCO enters the Unit for any reason and no goods are stored there, the SCO may terminate this agreement immediately. The SCO will send written notice of the termination to the Storer within 7 days of such entry.

## TERMINATION

21. This agreement may be terminated:
  - a. By either party: after the Storage Period specified has ended on written notice as indicated on the front of this agreement to the other party, or, if the SCO cannot contact the Storer, to the ACP.
  - b. By the SCO: Immediately without notice if the Storer breaches clause 3, 4, 5 or 16.
22. The Storer acknowledges that the Complex may use CCTV to view the inside of the Unit and that the SCO may use such CCTV footage as evidence of a breach of this agreement under clause 21.b.
23. If the Storer does not give the notice required to terminate under clause 21.a, the SCO may deduct Storage Fees for the notice period from the Deposit.
24. On termination the Storer will:
  - a. remove all goods in the Unit by the date specified by the SCO and leave the Unit in a clean condition and good state of repair to the satisfaction of the SCO; and
  - b. pay any outstanding moneys and expenses on default calculated by the SCO as being owed to the SCO up to the date of termination.
25. If the SCO reasonably believes that the Storer is unable to carry its obligations under clause 24.a or the Storer does not respond in a reasonable period to notices sent by the SCO, the SCO may, but is not obliged to, permit the ACP to access the Unit to carry out the Storer's obligations under clause 24.a and the Storer irrevocably authorises the SCO and the ACP to take this action.
26. If the Storer fails to remove all goods from the Unit or the Complex on termination, the SCO is authorised to (in its discretion) sell or otherwise dispose of all goods by any means 7 days from the termination date, regardless of the nature or value of the goods. The SCO will give 14 days' notice of the intended disposal.
27. Liability for outstanding money, property damage, environmental damage and legal responsibility under this agreement continues to run beyond the termination of this agreement.

## NOTICE

28. Notices must be made in writing to the contact details set out on the front of this agreement. Notices given by the Storer to the SCO must be actually received by the SCO to be valid.
29. If the SCO is not able to contact the Storer, notice is deemed to have been given to the Storer if the SCO has sent notice to the Storer's last notified address or via any other contact method, including by SMS or email to the Storer or the ACP.
30. If 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.

## PRIVACY

31. The SCO: a. may collect information about the Storer, including the Storer's Personal Information (as defined in the Privacy Act 1993), to assist in the provision of storage to the Storer, maintaining the Storer's account, and the SCO's enforcement of this agreement in any way. b. may disclose or search for any information about the Storer, including the Storer's Personal Information, to Government departments, law enforcement agencies, including the police, any person who can demonstrate to the reasonable satisfaction of the SCO a legal or equitable interest in the goods stored, liquidators, administrators or other persons appointed to administer the Storer's financial affairs, debt collection services or credit reporting agencies, the ACP, agents for any of the above, Storer Check Pty Ltd.
32. The Storer warrants that the Storer:
  - a. has the right to disclose information to the SCO about the ACP (including Personal Information) and that the SCO may use this information as it would Personal Information collected about the Storer;
  - b. has informed the ACP that the Storer has made the disclosures referred to in clause 32.a.
33. The parties acknowledge and agree that the ACP may access and correct the information held by the SCO in the same manner the Storer correct its Personal Information.