



MANAGED STORAGE AGREEMENT ©

STORER Business Name:..... ABN:.....

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

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

CONTACT DETAILS Home /Business Address:.....

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

Postal Address:..... State..... Postcode.....

Phone Nos: Home:..... Work:..... Email:.....

Fax Nos: Home..... Work:..... Mobile:.....

Vehicle Details: Make:..... Reg No.:..... Colour.....

Drivers Licence No:..... Expiry Date.....

Please 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 Address.....

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

Phone Nos: Home:..... Work:..... Email:.....

Fax Nos: Home..... Work:..... Mobile:.....

STORAGE DETAILS

Space:..... **Storage Period:** From:/...../..... To:...../...../..... and then extended automatically until ...28...days notice is given by either party.

STORAGE COSTS: Deposit: \$..... Storage Fee \$..... *per week / Calendar month January Annual Increase of CPI or 5% (Calculate Greater)

Administration Fee*:\$55.00..... Cleaning Fee*:\$..... (may be applied at the *commencement/termination of the Agreement

Late Payment Fee \$49.50..... applied 14 .after due dates **Fee for any cheque returned unpaid \$49.50.....plus Bank \$To be added..**

All Fees include GST, except the Deposit, which is refundable Nominated Access/Pin code.....

Main Points

Please read the Conditions of Agreement overleaf carefully as by signing this Agreement you will be bound by them (See Over).

- All payments must be paid in advance by you (the Storer).
- Goods are stored at your sole risk. **You should take out insurance cover.**
- The Facility Owner is not liable for the loss of any goods stored on its premises. (see clause 11)
- You must not store hazards dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods (see clause 7)
- The Space will only be accessible during set access hours as posted by Facility Owner
- ...28.....days notice must be given for termination of this agreement
- The Storer 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 forfeiture of your Deposit and the right to sell and/or dispose of your goods (see clause 6).
- The Facility Owner has the right to refuse access if all fees are not paid promptly (see clause 8).
- The Facility Owner has the right to enter in certain circumstances (see clauses 6, 9, 14, 15 & 17).

STORER'S ACCEPTANCE

I/we acknowledge that these main points have been drawn to my/our attention.

[Storer's Signature]

[Storer's Signature]

Signed for and on behalf of Facility Owner:

ACCEPTED BY FACILITY OWNER.

Date of this Agreement day of 20....

I/We agree to be bound by the Conditions of Agreement as shown overleaf.

Signed by:

[Storer's Signature]

[Storer's Signature].....

Date of this Agreement day of 20....

CONDITIONS OF MANAGED STORAGE AGREEMENT

STORAGE:

1. The Storer:
 - (a) has the right to store Goods with the Facility Owner;
 - (b) is deemed to have 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 them in accordance with all aspects of this Agreement.
2. The Facility Owner:
 - (a) is a bailee of the Goods, and
 - (b) is entitled to claim a lien over the Goods for any unpaid Fees, Costs or Expenses

FEES, COSTS AND EXPENSES:

3. The Storer must upon signing the Agreement pay to the Facility Owner:
 - (a) the Deposit (reasonable endeavours will be used to refund it by cheque 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 in writing by the Facility Owner from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to ensure that payment is made directly to the Facility Owner, on time, in full, throughout the period of storage. The Facility Owner will not send a monthly invoice to the Storer unless otherwise agreed in writing.
 - (b) the Cleaning Fee, as indicated on the front on this Agreement, is payable on demand at the Facility Owner's discretion.
 - (c) a Late Payment Fee, as indicated in the Agreement, becomes payable each time a payment is late.
 - (d) any Costs or Expenses incurred by the Facility Owner in collecting late or unpaid Storage Fees, maintaining the Goods, selling the Goods in enforcement of lien, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, advertising, 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 17, the Storer acknowledges that, in the event of the Storage Fee, Cost, Expenses or any other money owing under this Agreement, not being paid in full within six (6) months of the due date, the Facility Owner may, without further notice, 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 Facility Owner may determine. The Facility Owner may also require payment of default action Costs, including any Costs or Expenses associated with accessing the Storer's Space, maintaining the Goods, and disposal or sale of the Storer's Goods. Any excess moneys recovered by the Facility Owner on disposal will be returned to the Storer. In the event that the Storer cannot be located, excess moneys will be deposited with the Public Trustee or equivalent authority.

ACCESS AND CONDITIONS:

7. The Storer:
 - (a) has the right to access their Goods during Access Hours as posted by the Facility Owner;
 - (b) must not store any Goods that are dangerous, hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
 - (c) the Storer must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
 - (d) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
 - (e) 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 Facility Owner's consent; in the event of uncleanliness of or damage to the Space or Facility the Facility Owner 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.
 - (f) cannot assign this Agreement;
 - (g) must give Notice to the Facility Owner in writing of the change of address of the Storer or the Alternate Contact Person within 48 hours of any change;
 - (h) grants the Facility Owner entitlement to discuss any default by the Storer with the Alternate Contact Person registered on the front of this Agreement.
8. The Facility Owner may refuse access to the Space by the Storer where money is owing by the Storer to the Facility Owner, whether or not a formal demand for payment of such money has been made.
9. The Facility Owner reserves the right to relocate the Storer to another Space at the Facility Owner's sole discretion without reference and/or explanation to the Storer.
10. No oral statements made by the Facility Owner or its employees shall form part of this Agreement, and no failure or delay by the Facility Owner 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, mildew, 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, negligent, deliberate or otherwise, of the Facility Owner or persons under its control.
12. The Storer agrees to indemnify and keep indemnified the 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. 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 Facility Owner has reason to believe that the Storer is not complying with any relevant laws the Facility Owner may take any action the Facility Owner believes to be necessary, including the action outlined in clause 15 and 17, 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. The Storer agrees that the Facility Owner may take such action at any time even though the Facility Owner could have acted earlier.

INSPECTION AND ENTRY BY THE FACILITY OWNER:

15. The Storer acknowledges that, pursuant to clause 14 the Facility Owner has the right to access the Space and may access the Space for any purpose, including the deposit or retrieval of Goods on the Storer's specific, general or implied instructions, in the event of emergency, that is where property, the environment or human life is, in the opinion of the Facility Owner, threatened, to allow inspection or seizure by relevant authorities, for the purpose of general inspection of the Space or the Goods, or any other purpose the Facility Owner believes necessary for the enforcement of this Agreement or the operation of the Facility.

NOTICE:

16. Notices must be given in writing and left at, or posted to, or faxed to the address of the Storer or the Facility Owner. In relation to the giving of Notices to the 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 Facility Owner if the Facility Owner serves that Notice on the Alternate Contact Person, 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. Further, the Storer and the Facility Owner agree that the Facility Owner may give notice of any sale in enforcement of a lien arising in relation to this Agreement in a newspaper distributed throughout the state, and may include the Storer's name for this purpose.

TERMINATION:

17. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party Notice as indicated on the front of this Agreement. In the event of illegal or environmentally harmful activities on the part of the Storer the Facility Owner may terminate the Agreement without Notice. The Facility Owner 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 Facility Owner on the date specified. The Storer must pay any outstanding money and any expenses on default or other money owed to the Facility Owner up to the date of termination, or clause 6 may apply. Any calculation of outstanding Fees will be by the Facility Owner and such calculation will be final. If the Facility Owner enters the Space for any reason and there are no Goods stored therein, the Facility Owner may terminate the Agreement without giving prior Notice, but the Facility Owner will send Notice to the Storer in writing within 7 days

18. The Storer's 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.

LIMITATION OF LIABILITY AND INDEMNITY:

19. The Storer :

- (a) agrees that the terms of this document together with the Privacy Document constitute the whole contract with the 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 Facility Owner and that the Facility Owner 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 Facility Owner, been reduced to writing and incorporated into the terms of this Agreement.

20. Any damages, whether for physical or economic loss, which the 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 :

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

21. The Storer specifically acknowledges that it is aware of the limitation of liability set out in clause 20 above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the Facility Owner's liability is a reasonable one.

MEDIATION OF DISPUTES:

22. The parties must endeavour to settle any dispute in connection with this Agreement by mediation. Such mediation is to be conducted by a mediator who is independent of the parties and 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, level 9, 15-17 Young Street, Sydney; phone: 02 9251 3366, fax: 02 9251 3733, e-mail: leadr@leadr.com.au, or the Chair's designated representative. The LEADR Mediation Rules shall apply to the mediation.

23. It is a condition precedent to the right of either party to commence arbitration or litigation other than for interlocutory relief, that it has first offered to submit the dispute to mediation.