

**MAIN POINTS**

- All payments are to be made in advance by you (the Storer).
- Goods are stored at your sole risk. **Storer should take out insurance cover.**
- The Facility Owner is not liable for the loss of any goods stored on its premises.
- Storer must not store hazards dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.
- The Container will only be accessible during the access hours as posted by the Facility Owner and after giving 24 hours notice.
- The Storer must notify the Facility Owner in writing of all changes of address and contact telephone numbers.
- If Storer fails to comply with the conditions of this agreement the Facility Owner will have certain rights which include forceful retrieval of the Container from your property and the right to sell and/or dispose of your goods.
- The Facility Owner has the right to refuse access and Redeliver of the Container if all Fees are not paid promptly.
- The Facility Owner has the right to enter the Container in certain circumstances.

1. This agreement ("**Agreement**") sets forth the terms and conditions upon which AUSPODS HOLDING PTY LTD (ACN 120 413 774) ("**FO**") will provide services to the party whose name is referenced in the order confirmation (the "**Confirmation**") issued by the FO to the party ("**Storer**"). Storer accepts this Agreement when Storer does any of the following: (a) provides a written or electronic signature; (b) attempts to or in any way uses the services of FO; (c) loads or stores goods in a Container (defined below); or (d) pays for any services of FO. This Agreement shall apply to all present and future services provided by FO to Storer and all present and future orders made by Storer, including, but not limited to, the rental and leasing of a Unit.
2. The Storer:
  - (a) may store personal property ("**Goods**") in the mobile storage container ("**Container**") allocated by the FO pursuant to the terms and conditions in this Agreement;
  - (b) is deemed to have knowledge of the Goods in the Container;
  - (c) warrants that they are the owner of the Goods in the Container and/or are entitled at law to deal with the Goods in accordance with all aspects of this Agreement; and
  - (d) has inspected the Container and Facility and is satisfied that the Container 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).
3. The FO:
  - (a) does not have, and will not be deemed to have, knowledge of the Goods; and
  - (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.

**COST**

4. The Storer is responsible to pay:
  - (a) monthly rent ("**Storage Fee**"), plus applicable taxes, in the amount set forth in the Confirmation or invoice for use of the Container. The Storage Fee is payable in advance and it is the Storer's responsibility to see that payment is made directly to the FO, on time, in full, throughout the period of storage. The Storage Fee for the first month and initial charges and fees shall be due prior to delivery of the Container and the Storage Fee in subsequent months will be due on the monthly anniversary of the delivery or the last day of the month if the corresponding date does not exist in the subsequent month. FO may change the Storage Fee and other charges by giving Customer 30 days advance written notice. The new rate will become effective on the first day of the next month when charges are due. The FO does not normally bill for fees. Any Fees paid by direct deposit/direct credit will not be credited to Storer's account unless the Storer identifies the deposit clearly and as 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 so identify a deposit;
  - (b) a Delivery Fee as indicated in the Confirmation, payable each time the Container is delivered or redelivered to the Storer;
  - (c) the Cleaning Fee of \$50.00, as indicated on the front on this Agreement, is payable at the FO's discretion;
  - (d) a No Show Fee of \$50.00, where the Storer gives Access Notice and does not attend at the Facility allotted time;
  - (e) a Late Payment Fee of \$30.00, plus applicable taxes, which becomes payable each time a Storage Fee payment is 17 days late and \$30.00 plus applicable taxes when a Storage Fee payment is 30 days late; and
  - (f) any Costs or Expenses incurred by the FO in collecting late or unpaid Storage Fees, retrieving the Container, 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 12, the Storer acknowledges that, in the event of the Storage Fee, Costs or Expense or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, the FO may, without further notice, enter the Container, by force or otherwise, and/or sell or dispose of any Goods in the Container on such terms that the FO may determine. The FO may also require payment of default action Costs, including any Costs or Expenses associated with retrieving the Container, accessing the Container, maintaining the Goods, and disposal or sale of the Storer's Goods. In the event that the Container is located on the Storer's land, the Storer consents to the FO entering upon that land and retrieving the Container. Further, the FO may use all reasonable force in so retrieving the Container, 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. 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 Container.
7. If the Storer has more than one Container, any breach or default in regards to one Container will authorize the FO to enforce default action with regards to all the Storer's Containers, including but not limited to refusing the Storer access to the Containers and/or Facility.
8. The Container will not be redelivered to the Storer unless all Fees, Costs and Expenses are paid in full.

**RIGHT TO DUMP**

9. If, in the opinion of the FO and entirely at the discretion of the FO, a defaulting Storer's Goods are either not saleable, fail to sell when offered for sale, 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 Container by any means, regardless of the nature of the goods.

10. Goods left in the Container at the end of the storage period are deemed abandoned and will be destroyed or disposed of within 48 hours of the Container being vacated. The Storer may be charged a Cleaning Fee for this service.
11. Any items left unattended in common areas or outside the Storer's Container at any time may at the FO's discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

**ACCESS and CONDITIONS**

12. The Storer:
  - (a) At the time of ordering the Containers, the Customer will be asked by the FO to provide a four digit Pin number. The FO will require the Pin number before providing access to the Containers and/or before scheduling a move or delivery of the Containers. The Customer acknowledges and agrees that the FO has the right to provide access to the Customer's account (which may allow the amendment of information, including the Pin number) and the Containers to anyone providing the FO with the Customer's Pin number, and that the FO has the right to refuse access to the Containers by anyone, including the Customer, who does not have the Customer's applicable Pin number. The FO may request proof of identification (e.g., driver's licence) prior to granting access to any Container. The Customer should only disclose the Pin number to those persons whom the Customer wants to have unrestricted access to the account and the Containers;
  - (b) authorizes the FO to enter onto the Storer's land to forcefully retrieve the Container, so long as the FO has given prior notice to the extent required by applicable laws and regulations;
  - (c) once the Container is at the Facility, may access the Container during Access Hours as posted by the FO and subject to the terms of this Agreement, after giving 24 hours notice;
  - (d) will be solely responsible for the securing of the Container and shall so secure the Container at all times when the Storer is not accessing the Container in a manner which is acceptable to the FO, and where applicable will secure the external gates or doors of the premises;
  - (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, jewelry, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
  - (g) will use the Container solely for the purpose of storage and shall not carry on any business or other activity in the Container;
  - (h) must not attach nails, screws, etc. to any part of the Container and must maintain the Container by ensuring it is clean and in a state of good repair and must not damage or alter the Container without the FO's consent; in the event of uncleanliness of or damage to the Container or Facility the FO will be entitled to charge a Cleaning Fee, and/or full reimbursement from the Storer to the value of the repairs required;
  - (i) cannot assign this Agreement;
  - (j) 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;
  - (k) grants the FO entitlement to discuss any default by the Storer with the ACP.
13. The FO may refuse access to the Container by the Storer where moneys are owing by the Storer to the FO, whether or not a formal demand for payment of such moneys has been made.
14. 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 Container, regardless of the cause.
15. 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 opinion of the FO, severely damaged, of no commercial value, or dangerous to the Facility, any persons, or other Storers and/or their Goods. The FO does not need the prior approval of the Storer to take this action but will send Notice to the Storer within 7 days of taking this action.
16. The FO reserves the right to relocate the Storer to another Container at the FO's sole discretion without reference or explanation to the Storer under certain circumstances.
17. 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.

**RISK / INSURANCE / LIMITATION OF LIABILITY**

18. It is the responsibility of the Storer to pack the Container appropriately. Any damage, loss, deterioration or destruction caused to Goods during the movement of the Container is entirely the liability of the Storer. The FO shall not be liable for any damage occasioned to the Customer's property for any reason.
19. The maximum weight of the Customer's property shall not exceed 3,400 kg contained in a 4.8m Container or 3,400 kg in a 3.6m Container or 1,780 kg in a 2.1m Container..
20. 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, heat, spillage of material from any other Container, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.
21. The Storer agrees to obtain insurance coverage for the complete value of the property stored by the Storer in the Container. The Storer may obtain insurance over the property stored in the Container from the insurance company of the Storer's choice or the Customer may choose to be "self-insured". The Storer may also choose to purchase contents protection ("**Contents Protection**") from FO. By completing and executing the Contents Protection/Duty to Insure Addendum (the "**CP Addendum**") and makes all additional payments thereunder, the terms and conditions set forth in the CP Addendum shall establish and clarify the contractual liabilities of each party if Storer orders Contents Protection from FO. The Storer acknowledges and agrees that the FO is not an insurance company or an insurance agent.
22. **OTHER THAN THE LIABILITY SPECIFICALLY ASSUMED THROUGH THE CP ADDENDUM BY FO, FO'S TOTAL, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY REASON, INCLUDING FROM DAMAGE TO OR LOSS OF CUSTOMER'S PROPERTY, SHALL NOT EXCEED \$5,000.**
23. 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 Container by the Storer, including the storage of Goods in the Container, the Goods themselves, or resulting from the Container's movement and/or location during or resulting from Delivery or Redelivery.
24. 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 Container. 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.
25. In addition to any other remedies as may become available to it the FO may, if they have reason to believe that the Storer is not complying with all relevant laws, take any action the FO believes to be necessary, including the action outlined in clauses 6 and 7, 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 FO may take such action at any time even though the FO could have acted earlier.

**INSPECTION**

26. Subject to clause 27, the Storer consents to inspection and entry of the Container by the FO provided that the FO gives 21 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 the opinion of the FO, threatened, the FO may enter the Container 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.

**CONDITION OF CONTAINER; DAMAGE WAIVER**

28. Upon termination of this Agreement for any reason, Storer shall remove all of Storer's Goods from the Container, and shall immediately deliver possession of the Container to FO in the same condition as delivered to FO, reasonable wear and tear excepted. While the Container is not in FO's possession, Storer accepts all responsibility for theft of or damage to the Container regardless of Storer's fault or negligence, the fault or negligence of any other person or acts of God (e.g., fire, rain, wind, etc.), and shall reimburse FO for all expenses reasonably incurred by FO to replace or restore the Container. FO offers optional Unit damage waiver ("**Container Only Option Protection**" or "**COO**") that Storer may purchase from FO. If Storer purchases COO, FO agrees to contractually waive Storer's responsibility for all of the cost of damage however caused to the Container regardless of fault or possession of the Container, except that COO shall be invalidated if (a) the Container is (i) deliberately damaged by Storer, (ii) damaged due to Storer's gross negligence, or (iii) damaged as a direct result of an act of Storer prohibited by the terms of this Agreement or due to the storage of an item(s) prohibited by the terms of this Agreement, (b) Storer fails to make payments for COO, or (c) Storer fails or refuses to provide FO, the police or other authorities with a full report of any accident or vandalism involving the Container or otherwise fails to cooperate with FO, the police or other authorities in the investigation of any accident or vandalism. The Container Only Option Protection applies only to the Container and is not protection for the contents stored in the Container.

**NOTICE**

29. Notices 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 Notices by the Storer to the FO, Notices 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 serves that Notice on the ACP as identified on the front of this Agreement, and/or has sent Notices to the last notified address or other contact including SMS or email of the Storer or ACP. 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**

30. 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 illegal or environmentally harmful activities 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 Container before the close of business on the Termination Date and leave the Container 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 Container after the Termination Date, clauses 9 through 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 Container 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.
31. 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.
32. 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.

**MEDIATION**

33. The parties must endeavor 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. 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.

**PRIVACY DISCLOSURE STATEMENT**

34. To offer storage, it is necessary for FO to collect information about Storer, including: name, licence number and details, date of birth, passport number, telephone number, email address, physical address, and any other information reasonable necessary. FO collects, maintains, uses and discloses this information in accordance with the *Australian Privacy Principles* and *Privacy Act 1988*. FO collects said information to assist us to provide Storer with storage and do business with Storer. Storer may choose to not provide FO with personal information, but if FO cannot identify Storer it is impractical for FO to offer you storage. FO may need to disclose your information to others outside FO's business, including services providers, law enforcement agencies, debt collection agencies, storer screening databases and others. In some circumstances, Storer's information may be sent outside of Australia for processing or storage, including to NZ, USA and the UK. FO takes Storer's privacy seriously. FO have a detailed Privacy Policy which further details why FO collects Storer's information, how FO may disclose it, how FO ensure it is secure, Storer's right to view and correct personal information FO holds, and how FO may lodge a complaint if Storer believes FO has breached the *Australian Privacy Principles*. Storer may obtain a copy of FO's Privacy Policy by requesting one from our office, or view online at: <http://www.auspods.com.au/privacy-policy>