

Agreement Number: _____ . Black Sand Investments Pty Ltd T/A:

MORDIALLOC CARAVAN & BOAT STORAGE

STORER DETAILS:

Business Name.....ABN.....

Mr / Mrs / Ms First Name.....Surname.....

Business / Home:.....P/code.....

Postal Address:.....P/code.....

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

Fax No:.....Email:.....

PLEASE NOTIFY US IMMEDIATELY IF ANY DETAILS CHANGE

Vehicle Details: Make.....Registration.....

Caravan Details: Make.....Registration.....

Boat Details: Make.....Registration.....

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

Alternate Contact: First Name.....Surname.....

Home Address:.....P/code.....

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

Email:.....

STORAGE DETAILS

Position..... Storage Period From..... To.....

Then extended automatically until days notice is given by either party

STORAGE COSTS: (Pro Rata till the last day of the month)

Storage Fee:.....per day/week /calendar month (**Charged at end of month**)

Gate Fob:.....(**Refundable only if returned in reusable condition**)

Cleaning Fee:.....(**Applies only to shipping Containers**)

Late Payment Fee:.....(**Applied days after due dates**)

Fee for cheque returned.....PLUS Bank Fees.....

ALL FEES INCLUDE GST

PLEASE READ THE TERMS AND CONDITIONS OVERLEAF CAREFULLY AS THEY FORM PART OF A BINDING AGREEMENT FOR USING THIS STORAGE FACILITY AND BY SIGNING THIS DOCUMENT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS AS SET OUT.

Storer's Signature:.....

Storer's Signature:.....

Date Of This Agreement: Day of 20

On Behalf of Mordialloc Caravan & Boat Storage.....

STORER CHECK CONSENT

By applying for storage with this facility, I/We consent to undertaking a search of My/Our details against the Storer Check P/L database and to My/Our details and personal information being released to Storer Check P/L pursuant to the Personal Information Document and T & C set out at www.storercheck.com

(CROSS OUT IF NO CONSENT GIVEN)

TERMS AND CONDITIONS OF STORAGE AGREEMENT

STORAGE

1. THE STORER

- (a) Has the right to store goods in the space allocated to the Storer by the 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 OWNER:

- (a) Does not in all cases or 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 Owner does not take possession of the Goods

3. COST:

The Storer upon signing the Agreement pay to the Owner

- (a) The gate fob which is refundable if returned in reusable condition

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 Owner from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to see that that payment is made directly to the Owner, on time and in full throughout the period of storage
- (b) The Cleaning fee as indicated on this agreement is payable at the Owners discretion.
- (c) A late payment fee, as indicated on the front of this agreement which becomes payable each time payment is late.
- (d) Any costs incurred by the Owner in collecting late or unpaid Storage Fees or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection and/or the default action costs.
- 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. Notwithstanding clause 18, 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 Owner may without further notice, enter the space by force or otherwise, dispose of any Goods in the Space on such terms as the Owner may determine. The Owner may also require payment of default action costs including any costs associated with accessing the Storer's Space and disposal or sale of the Storer's Goods. Any excess moneys recovered by the Owner on disposal will be returned to the Storer.

ACCESS AND CONDITIONS

7. The Storer

- (a) Has the right to Access the Space during Access Hours as posted by the Owner
- (b) Will be solely responsible for securing the Space and shall so secure the Space at all times when the Storer is not in the Space, in a manner that is acceptable to the Owner and where applicable, will secure the external gates
- (c) Must not store any Goods that are hazardous, illegal, stolen, flammable, 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, works of art and items of 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 not attach nails, screws or similar to any part of the Space and must maintain the Space by ensuring it is clean and in a good state of repair and must not damage or alter the Space without the Owners' consent; in the event of uncleanliness or damage to the Space or Facility, the Owner will be entitled to back charge the Storer the value of cleaning or repairs, in full
 - (g) Cannot assign this agreement
 - (h) Must give Notice to The Owner in writing of the change of address of the Storer or the Alternate Contact Person within 48 hours of such change.
 - (i) Grants the Owner entitlement to discuss any default by the Storer with the alternate Contact Person registered on the front page of this Agreement.
8. The Owner refuse access to the Space by the Storer or the facility itself where moneys owing by the Storer to the Owner, whether or not a formal demand for payment of said moneys has been made
 9. The Owner reserves the right to relocate the Storer to any Space under certain circumstances
 10. No oral statements made by the Owner or its employees or representatives shall form part of this Agreement and no failure or delay by the 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 Owner or person under its control
12. The Storer agrees to indemnify and keep indemnified the 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 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, 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 breaches of such laws rests absolutely with the Storer and includes and all costs resulting from such breach/es.
14. If the Owner has reason to believe that the Storer is not complying with all relevant laws, the Owner may take any action the Owner believes to be necessary , including action outlined in clauses 16 and 18, contacting, co-operating 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 Owner may take such action at any time even though the Owner could have acted earlier.

INSPECTION AND ENTRY BY THE OWNER

15. Subject to Clause 16, the Storer consents to inspection and entry of the Space by the Owner provided that the Owner gives 21 days written notice
16. In the event of an emergency, that is where property, the environment or human life is, in the opinion of the Owner, threatened, the Owner may enter the Space using all necessary force without the written consent of the Storer, but the Owner 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 or the Owner. In relation to the giving of Notices to the 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 Storerby the Owner if the Owner serves that Notice on the Alternate Contact Person as identified on the front of this Agreement, or as sent Notices to the last

notified address of the Storer or The 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 under this Agreement

TERMINATION

- 18.** 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 Owner may terminate the Agreement without Notice. The Owner is entitled to retain a portion of moneys paid 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 clean condition and in good state of repair to the Satisfaction of the Owner on the date specified. The Storer must pay any outstanding monies and expenses on default or other monies owed up to the date of termination, or clause 6 may apply. Any calculations of the outstanding fees will be by the Owner and such calculation will be final. If the Owner enters the Space for any reason and there are no Goods stored therein, the Owner may terminate the Agreement without giving prior Notice, but the Owner will send Notice to the Storer in writing within 7 days.
- 19.** The Parties' liability for outstanding monies, property damage, personal injury, environmental damage and legal responsibilities under this Agreement continues to run beyond termination of this Agreement.

TRADE PRACTICES ACT

- 20.** The Storer
 - (a) Agrees that the terms of this document constitute the whole contract with the 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 Owner and that the 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 matter resulting from such queries have, to the extent required by the Storer and agreed to by the Owner, been reduced to writing and incorporated into the terms of this Agreement.
- 21.** (a) Any damages, whether for physical or economic loss which the 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 case other than cases of damage 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 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 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 Owner under the terms and conditions of this Agreement
- (c) The Storer specifically acknowledges that it is aware of the limitation of liability set out in clause 21 (a) above and that in all circumstances and in taking into account the negotiations between the parties and their relationship, such limitations on the Owners 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. 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.