

STORAGE AGREEMENT

Agreement No. _____

Customer: _____

Storer: Mr / Mrs / Ms Surname: _____ First Name/s: _____

Home Address: _____ Postcode: _____

Business Address: _____ Postcode: _____

Ph AH: _____ BH: _____ Mb: _____ Fax: _____

Alternate Contact: Surname: _____ First Name/s: _____

Alternate Address: _____ Postcode: _____

Ph AH: _____ BH: _____ Mb: _____ Fax: _____

Please advise us immediately if **yours** or **your alternate** contact address or telephone numbers change.

Storage Details: Space: _____ From: _____ To: _____

and then extend automatically until either party gives 14 days notice.

Terms: Weekly / Monthly / Other: _____

To ensure availability for your re-delivery from store, please provide **at least two weeks notice** for bookings.

Storage Costs: _____ Password: _____

Payable on date of commencement (All fees include GST) **Note:** Fee for any cheque returned unpaid = Bank Fee plus \$10.00

Set-up fee \$ _____

Storage fee \$ _____ Week / month / other

Late payment fee \$ 10.00 (applied 5 days after due date)

Please fill out for credit card payment: **Visa / Mastercard / Bank Card / AMEX** (note: 1.5% surcharge applies to credit card payments, 3% surcharge applies to AMEX payments).

Card No: Expiry: / CCV

Name on Card: _____ Signature: _____ Date: _____

\$ _____ per _____

EFT Payments: Leader Removals, Westpac Banking Corporation **BSB:** 032 778 **Account:** 410 461. Note: payments must be received on or before the first day of each month. Monthly Invoices are **NOT** provided.

Please read the term and conditions of this agreement as by signing here you are bound by its terms and conditions. I understand that this is a warehouse facility and as such does not provide public access. I agree that I have read and understood the terms and conditions of this Agreement and am bound by them:

Customer/Storer's Signature: _____

Date of this Agreement: _____

Goods are stored at your sole risk. **We recommend that independent insurance cover is taken out by the Storer. We would be pleased to provide information on insurance options available to our customers.**

TERMS & CONDITIONS OF AGREEMENT

STORAGE

1. The Storer
 - a) has the right to store goods in the space/s allocated to the Storer by the Owner;
 - b) is deemed to have knowledge of the goods in the space/s.
2. The Owner
 - a) does not and will not be deemed to have knowledge of the goods;
 - b) is not a bailee or a warehouseman of the goods and the Storer acknowledges that the Owner does not take possession of the goods.

COST

3. The Storer must upon signing the Agreement pay to the Owner:
 - a) any agreed set-up 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 Owner 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 owner, on time, in full, throughout the period of storage. The Owner does not normally bill for fees;
 - b) a late payment fee which becomes payable each time a storage payment is late is indicated in this agreement;
 - c) any associated postal or telephone costs incurred by the Owner in collecting fees.
5. In the event of any Government charges being levied on this agreement, the Storer will be responsible for payment.

DEFAULT

6. The Storer acknowledges that, in the event of the Storage Fee, or any other monies owing, not being paid in full within 42 days of the due date, the Owner may, without further notice, take possession and sell or dispose of any goods in the Space on such terms that the Owner may determine. The Owner may also require payment of default action costs, including any costs associated with the seizure of the Storer's space. Any excess monies recovered by the Owner on disposal will be returned to the Storer.

ACCESS & CONDITIONS

7. The Storer:
 - a) has the right to access to the space during Access Hours as posted by the Owner;
 - b) will be solely responsible for the securing of the Space following any access to said Space;
 - 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) 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 physically alter the Space in any way OR must not damage or alter the Space without the Owner's consent; in the event of damage to the unit, the Owner will be entitled to payment for repairs;
 - f) cannot assign this agreement;
 - g) must notify the Owner in writing of the change of address of the Storer or the alternate contact person;
 - h) grants the Owner entitlement to discuss any default by the Storer with the alternate contact person registered in this agreement.
8. The Owner may refuse access to the Space by the Storer where monies are owing by the Storer to the Owner, whether or not a formal demand for payment of such monies has been made.
9. The Owner reserves the right to relocate the Storer to another Space or physical location under certain circumstances.
10. No oral statements made by the Owner or its employees shall form part of this agreement, and no failure or delay by the Owner to exercise its rights under this Agreement will operate a waiver to those rights.

RISK & 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, pests or vermin or any other reason whatsoever including acts or omissions of the Owner or persons under its control.
12. Deliveries and removals from the Storer's Space will not be permitted by any person other than the Storer UNLESS the Storer gives personal or telephone instruction to the Owner. The Storer must identify themselves by use of password (if any) and name of the person/s authorised by the Storer to enter the Storer's space.
13. Unless specifically covered by independent insurance or our "Increased Responsibility" option the Storer will not store items, which are irreplaceable, such as currency, jewellery, fur, deeds, paintings, curios, works of art and items of personal settlement value.
14. The Storer agrees to indemnify and keep indemnified the Owner from all claims for any loss or of 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.
15. 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.
16. 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 to so comply including the action outlined in clauses 18 & 20 and/or immediately dispose of or remove the goods at the Storer's expense and/or submit the goods to the relevant authorities. The Storer agrees that the Owner may take such action at any time even though the Owner could have acted earlier.

INSPECTOR & ENTRY BY THE OWNER

17. Subject to clause 18 the Storer consents to inspection of the Space by the Owner provided that the Owner gives 21 days written notice.
18. 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

19. Notices will usually be given in writing and left at, or posted to, the address of the Storer or the Owner. The Storer may also give notice over the phone by first providing their registered password. In the event of not being able to contact the Storer, notice is deemed to have been given to the Storer if the Owner serves notice on the alternate contact person as identified in this agreement.

TERMINATION

20. Either party may terminate this agreement by giving the other party notice as indicated in this agreement, or in the event of not being able to contact the Storer, the alternate contact person identified in 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 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 Owner on the date specified. The Storer must pay any outstanding monies and any expenses on default or other monies owed to the Owner up to the date of termination, or clause 6 may apply. Any calculation of the outstanding fees will be by the Owner and such calculation will be final.
21. The Storer's liabilities for outstanding monies, property, damage, personal injury, environmental damage and legal responsibility under this agreement continues to run beyond the termination of this agreement.