



KINGSTON STORAGE SELF STORAGE AGREEMENT

SITE ADDRESS
61 Canterbury Rd
(West side of waterway)
BRAESIDE Vic 3195

OFFICE ADDRESS
Grow Master, 142 Kingston Road
HEATHERTON VIC 3202
P: 9558 3956
E: sales@kingstonstorage.com.au

PRIVATE CUSTOMER

Customer Name: _____ Date of birth ___/___/___
Residential Address: _____ State: _____ Post Code: _____
Postal Address (if different from above): _____ State: _____ Post Code: _____
Telephone: _____ Mobile: _____ Fax: _____
E-mail: _____

BUSINESS CUSTOMER

Business Name: _____ ABN: _____
Print Full name of Customer (Company Name, T/As name or Sole Trader's Full Name, whichever is applicable).
T/AS name if different from above: _____

DIRECTORS INFO.: Director 1 name: _____ DOB: ___/___/___
Address: _____
Director 2 name: _____ DOB: ___/___/___
Address: _____

Business Contact Name _____ Telephone: _____ Accounts contact: _____
Telephone: _____ Email for invoices: _____

CONTAINER STORAGE

Container owned by: Customer Kingston Storage Size: 20' Container 40' Container
Access Yard Lockup Yard

STORAGE Other

Caravan Boat Trailer Truck Bus Other *please describe:* _____
Make: _____ Model: _____ Registration #: _____ Colour: _____ Size: _____
Caravan/Trailer/Truck – Single Axle Double axle
Access Yard Lockup Yard

STORAGE PERIOD

Storage Period: _____ Renewed for the same period until termination by notice
Storage Fees: _____ Per calendar month (including GST)
• Customers paying for lock up yard, stays in access area over 7 days will incur a \$10.00 per week charge
• Moves from access to lock up yard & lock up to access cost \$10 (one free move per vehicle per calendar month)

DATED: ___/___/___
SIGNED BY THE CUSTOMER: _____ ('Customer')
Print Name: _____ Address: _____
Signature of Kingston Storage: _____ Name: _____
Additional authorized people to access storage: _____ Phone number: _____
*****The swipe card is not to be used any other person unless they are named on this form*****
Secondary contact: Name: _____ Phone #: _____ Email: _____

OFFICE USE ONLY

Drivers license number: _____ Photo ID sighted/photocopied: _____ Swipe card #: _____
\$20 refundable deposit paid for swipe card: Yes / No \$20 refundable deposit paid for padlock: Yes / No

1. Interpretation:

- a) "KINGSTON STORAGE" means Kingston Temporary Fencing Pty Ltd ABN 72 143456375
- b) "You" means the person in whose name the goods are held, and includes a reference to your legal personal representative.
- c) "Storage Facility" means storage facility nominated by KINGSTON STORAGE from time to time.
- d) "Space" means the space allocated to you within the storage facility.
- e) "Storage Period" means the period during which the parties have agreed that KINGSTON STORAGE shall store the goods for you. Unless any other period is expressly agreed, the storage period shall be month to month. The storage period shall commence upon the date that the goods and payment of all fees are received by KINGSTON STORAGE.

f) "Goods" means any items stored by you at the storage facility.

2. At the commencement of the storage period, you must pay the deposit to KINGSTON STORAGE, and all storage fees payable hereunder in respect of any storage period must be paid by you in full in advance. KINGSTON STORAGE may increase the storage fee by notice from time to time in its sole discretion. Interest shall be paid on all amounts unpaid by the due date at the rate of four per cent higher than the rate fixed pursuant to the Penalty Interest Rates Act 1983.

3. In consideration for payment of the storage fee KINGSTON STORAGE agrees to permit you to store the goods in the space at its storage facility during the storage period on the terms and conditions stated herein.

4. You acknowledge and agree that:

- 4.1 This Agreement does not constitute a Lease or Tenancy.
- 4.2 KINGSTON STORAGE is not bailee, nor warehouseman of the goods.
- 4.3 KINGSTON STORAGE does not take possession of the goods.
- 4.4 KINGSTON STORAGE will not be aware of the contents of the space or the nature of the goods.

5. You will use the space for the purpose of storage only, and for no other purpose, and without limiting the generality hereof, you shall not use the space for the purpose of conducting any business whatsoever.

6. You must not place in the space any explosives or dangerous items or items that are hazardous, illegal, stolen, inflammable, environmentally harmful, perishable or anything which may be a risk or a nuisance to KINGSTON STORAGE or its servants, agents, other customers or any other person.

7. You warrant to KINGSTON STORAGE that the retention of the goods by KINGSTON STORAGE does not break any law or infringe any rights. You agree to comply with all relevant laws in respect of the goods and your use of space, including all laws relating to the nature of the goods and the manner in which they are stored.

8. You agree to indemnify and keep indemnified KINGSTON STORAGE for any liability whatsoever arising out of the storage of the goods, a breach of any warranty or any breach by you of these terms and conditions.

9. The goods are stored at your sole risk and responsibility, and you shall be responsible for any loss and damage to the goods arising out of any reason, including theft, deterioration, water damage, pests or vermin. Subject to any statutory rights you may have which cannot be excluded by law, KINGSTON STORAGE shall have no liability to you nor to any third party for any loss or damage arising directly or indirectly in relation to the use of the services provided by KINGSTON STORAGE or the inability to use the same, including any liability if the goods or damaged, destroyed, lost, stolen or delivered to a third party.

10. You acknowledge that KINGSTON STORAGE will not insure the goods, and it shall be your responsibility to arrange any insurance you may require.

11. You must not store in the space any items which you regard as irreplaceable or precious, such as currency, jewellery, works of art, documents of value or items of personal sentimental value.

12. KINGSTON STORAGE shall be entitled to store the goods at facilities owned by a third party in its absolute discretion. KINGSTON STORAGE may relocate the goods to another location, and in that event will give you notice of the new location.

13. You must maintain the space in good condition, and in the same condition as at the commencement of this Agreement, and you must keep it properly cleaned and free from rubbish. You must not make any alteration to or cause any damage to the space, and without limiting the generality of the foregoing, you must not affix any nails, screws or other attachments to the space. In breach of this term, you must reimburse KINGSTON STORAGE for the cost of any cleaning and repair, and must pay any cleaning and repair fees charged by you to it.

14. In the event of any breach by you of these terms and conditions, KINGSTON STORAGE may terminate this Agreement by written notice to you with immediate effect. In all other circumstances, KINGSTON STORAGE may in its absolute discretion terminate its service to you and the storage of your goods at any time including before the expiry of the storage period by giving you 7 days notice. Before the expiry of the notice period specified in this clause you must collect and remove the goods. If KINGSTON STORAGE terminates its services prior to the expiry of the storage period in circumstances other than a breach by you of these terms and conditions, it shall make a pro-rata refund of storage fees.

15. If you fail to collect the goods when required by this agreement to do so KINGSTON STORAGE may at your expense either:

- a) Deliver the goods to you at your nominated address;
- b) Move the goods to another location without notice to you; and charge a fee for such removal; or
- c) If after a further 3 months of the expiry of the notice periods referred to herein you have still failed to remove the goods, KINGSTON STORAGE may dispose of the goods in such manner as it seems fit, without any liability to you whatsoever, and you consent to such disposal taking place.

You will remain liable to pay the storage fees for the whole period during which the goods remain uncollected.

16. You shall be permitted access to the space during the storage period at such times and during such hours as shall be determined by KINGSTON STORAGE in its sole discretion for the purposes of this Agreement, including for the purpose of delivery, removal and inspection of goods at the space.

17. KINGSTON STORAGE shall be entitled, but shall not be obliged, to refuse access by you to the space unless you provide to its satisfaction any identification that KINGSTON STORAGE may reasonably require. Notwithstanding the aforementioned, KINGSTON STORAGE shall be entitled to permit any person appearing to it to be acting with your authority to have access to the space and to deliver and remove any goods to and from it without being liable for any loss and damage which may result.

18. In the event of an emergency or urgent circumstances (which shall be determined by KINGSTON STORAGE in its sole discretion, or as required by law), KINGSTON STORAGE may enter the space using all necessary force without your consent without incurring any liability for any loss or damage arising there from. In all other circumstances, KINGSTON STORAGE may enter the space and inspect its contents upon having given to you 7 days notice in writing.

19. You acknowledge that KINGSTON STORAGE may produce and deliver, allow access to and supply any information in respect of the contents of space to any person who in the reasonable opinion of KINGSTON STORAGE is or might be assumed to be authorized to require such production, delivery, access or information, including by virtue of any government authority or order from a court and including any person claiming control over your property and affairs (for example a Trustee in bankruptcy, Liquidator or public official), whether or not that person is in fact so authorized. All costs and expenses incurred by KINGSTON STORAGE arising out of or incidental to such production, access or supply of information by KINGSTON STORAGE pursuant to this clause shall be payable by you to it on demand.

20. KINGSTON STORAGE shall have a lien over the contents of the goods to the extent of any unpaid storage fees or other monies due to KINGSTON STORAGE by you.

21. Where there are two or more customers you will be joint proprietors and the survivor or survivors shall be considered by KINGSTON STORAGE to be the sole proprietor of the contents of the space. Your rights under this Agreement may be exercised by any one of you acting alone or by all of you acting together.

22. In the event of your death KINGSTON STORAGE may deliver your goods to any person who satisfies KINGSTON STORAGE in its absolute discretion that they are acting on behalf of the deceased.

23. Any notice by KINGSTON STORAGE to you shall be sufficiently served if sent to you by post to the address last recorded by KINGSTON STORAGE for the purposes of this Agreement and shall be effective notwithstanding that it may not be received by you. Service of such notice shall be deemed to have taken place upon the day after posting. Where pursuant to this Agreement any document or notice is to be forwarded by post it shall be sufficient to forward same by ordinary pre-paid post.

24. Any Agreement made pursuant to these terms and conditions shall be construed in accordance with the laws of Victoria, and the parties consent to the jurisdiction of the courts of Victoria.

25. Any signatory to this agreement shall in addition to the customer be personally liable for the due performance of its terms as if the signatory were the customer

26. In the event of you being in default of your obligation to pay and the overdue account is then referred to a debt collection agency, and/or law firm for collection you shall be liable for the recovery costs incurred and if the agency charges commission on a contingency basis you shall be liable to pay as a liquidated debt, the commission payable by KINGSTON STORAGE to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply: Commission = Original debt divided by [100 – Commission % charged by the agency (incl GST)]. In the event where KINGSTON STORAGE or KINGSTON STORAGE'S agency refers the overdue account to a lawyer you shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

KINGSTON STORAGE may vary these terms and conditions from time to time and any such variation shall take effect within 30 days of service of notice of same upon you.