

TERMS, CONDITIONS AND STIPULATIONS OF THE STORAGE AGREEMENT

1. The Licensee has the right to store goods in an area designated by the Licensor ("the Space")
2. The Licensor does not have and will not be deemed to have knowledge of the goods stored by the licensee ("the goods") in the space.
3. The Deposit is payable upon execution hereof.
4. The Storage fee is payable in advance and then on the same day of each succeeding period until determination hereof.
5. The Licensee shall also pay the Late Payment Fee and the Overlock Fee for payments received by the licensor after their due date together with interest at the rate 18% per annum on the aggregate of all amounts from and including the date of which they became due.
6. The Licensee can vary the Storage Fee from time to time up fourteen (14) days written notification of variation to the licensee. If the Licensee objects to paying any increase in fees by the Licensor the Licensee may give notice of that fact to the Licensor and within that time remove the Licensee's goods from the Space.
7. The Licensee will have access to the Space during the business hours of the licensor as notified by the Licensor to the Licensee from time to time and will not have access to the Space outside of the business hour or during times when any moneys payable by the Licensee hereunder are unpaid whether or not demand has been made.
- 8.1 Except in the case of the storage of a motor vehicle or vessel the Licensee must secure the Space at all times with one lock only and in the event that the space is unsecured or is secured with more than one lock at Licensor mat determine this agreement pursuant to Clause 19 hereof.
- 8.2 The Licensee acknowledges that the Licensor has made no representation as to security measures taken by the Licensor.
- 9.1 The Licensee may use the Space solely for the purpose of storage.
- 9.2 The Licensee must maintain the Space in a state of clean and good repair and must prevent seepage or odour escaping from the Space and keep it free from vermin whenever possible.
- 9.3 The Licensee must deliver up the Space in a clean condition and in good repair failing which the Licensor may clean and/or repair the Space at the cost of the Licensee.
10. The Licensee must not store any chemicals waste, petroleum products, animals or any goods that are illegal, inflammable, explosive, perishable or that in the opinion of the licensor are a risk to the property of any person or thing.
- 11.1 No oral statements made by the licensor or its employees shall form part of this agreement and no failure or delay by the Licensor to exercise its rights under this agreement will operate as a waiver of such rights.
- 11.2 The Licensor's employees are expressly prohibited from carrying out any act for the Licensee without the prior written consent of the Licensor. Should any of the Licensor's employees carry out any act without that express written consent of the licensee and the licensee that they do so as agent for the Licensee and the Licensor has no liability for any loss, damage or claims arising therefrom.
12. The Licensor has the right to make and amend conditions in respect of the Licensees use of the Space upon giving seven (7) days notice to the Licensee and thereupon the same shall be deemed part of this Agreement.
13. The Licensee shall not drill, paint or fix items or later the Space without prior written consent of the Licensor.
14. The Licensor has the right to access to the Space for the purpose of ascertaining that the Licensee is observing every one of the terms and conditions of this Agreement or for the purpose of making repairs and may if necessary break the Licensee's locks to gain access to the Space where the Licensor believes the Licensee is not observing any of the terms and conditions.
15. The goods stored the Space are at the sole risk and responsibility of the Licensee who shall be responsible for any and all theft, damage to and deterioration there of and shall bear the risk of any and all damage cause by flood, fire, leakage or overflow of water, heat, spillage or material form any other space, removal or delivery of the goods, pest or vermin or any other reason whatsoever including acts or omissions of the Licensor or persons under his control.
16. The Licensee acknowledges that the Licensor is under no obligation whatsoever to affect insurance on the Space or the contents therein at any time during the term of this Agreement.
17. The Licensee hereby indemnifies the Licensor against all claims for any loss or damage to property of or personal injury or death to third parties resulting from or accidental to the storage of goods in the Space including but not limited to damages caused by seepage or escape of any substance from the Space.
18. The Licensor may at any time and the Licensee may after the expiration of any Minimum Period of Storage terminate this Agreement by giving the other party thirty (30) days notice in writing. The Licensee may 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 Licensor by the date specified by the Licensor. The Licensee must first pay the Storage Fees or other moneys owed to the Licensor (as calculated by the Licensor. Such calculation to be final) up to the date of termination, failing which Clause 19, may apply.
- 19.1 If the Licensee:
 - (a) fails to comply with or observe these conditions as amended from time to time by the operation of Clause 12; or
 - (b) Does not pay the Storage Fees within 3 months after the due date; or
 - (c) Does not pay the monies due to the Licensee on the date of termination of the Agreement,the Licensee acknowledges that the Licensor may in addition to requiring payment of the Late Payment Fee and the Overlock Fee (if applicable) and save as to the obligation to pay monies hereunder which obligation shall not require notice, upon giving to the Licensee fourteen (14) days written notice of the Licensor's intention ("the Licensor's Notice") forfeit any Deposit and may enter the Space and take possession and dispose of the goods in the Space without any liability to the Licensee save for the surplus and the Licensee shall pay the Licensor's costs (including solicitor and client costs) incurred by the Licensor in respect of the Licensee's breach of any of the terms of this Agreement. The Licensee irrevocably appoints the Licensor to be the true and lawful attorney for the Licensee and in its name and on its behalf to sell or otherwise dispose of the stored goods pursuant to this condition.
- 19.2 The Licensor may deduct from the proceeds of any sale or disposal of goods any monies owing to the Licensor including unpaid Storage Fees, repair costs, cleaning costs and collection costs payable by the Licensor as a result of the default by the Licensee and any expenses incurred on account of the disposal of the goods, interest rate of eighteen per centum (18%) per annum on all outstanding monies due under this Agreement.
- 19.3 The Licensor's Notice shall specify the Licensee's breach and the right the Licensor has as a consequence of that breach to deal with the goods.
- 19.4 The Licensor's Notice shall be sent to the Licensee at the Licensee's address in this Agreement.
20. If any goods are left in the Space after the Licensee shall have vacated or abandoned the Space or upon determination of this Agreement howsoever arising the goods shall be deemed to have been abandoned and the Licensor may dispose of the goods or otherwise deal with them without liability to account to the Licensee.
- 20.1 Upon the Licensor having issued the Licensor's Notice and upon the Licensee having failed to remedy the breach therein specified the Licensor shall be at the liberty to resort to any or all of the following remedies:
 - (a) Exercise a lien over the goods enabling the Licensor to retain the goods at the Licensee's cost until payment has been made and the expressly grants such lien to the Licensor;
 - (b) Sell the Licensee's goods in which case any proceeds of the sale shall be applied in the manner set out in the preceding Clauses;
 - (c) If in the reasonable opinion of the Licensor the goods or some of them cannot be economically sold by the Licensor the Licensor may either deliver the goods to the address of the Licensee in the Agreement or otherwise dispose of the goods without liability to account.
21. Any notice by the Licensor to the Licensee shall be properly and adequately given if sent by pre-paid ordinary post to the Licensee's address therein.
22. The Licensee acknowledges that in the case of the Licensee storing a motor vehicle or vessel it may be necessary for whatever reason for the Licensor to move the motor vehicle or vessel and expressly consents to the Licensor moving the Licensee's motor vehicle or vessel should the Licensor deem it necessary without having to obtain the prior consent of the Licensee.
23. The term "the goods" may include one item or more than one item.
24. The licensor has the right to transfer vehicles if necessary to alternate Storage Centres or Boat Storage WA centres.