

## THE AGREEMENT

1. The Storer and the Facility Owner ("FO") agree that the Agreement is entirely contained within this document, the Privacy Information Document, any Redelivery documentation and any Fee Schedule as updated from time to time.
2. The Storer:
  - a. may store Goods in the Mobile Storage Space ("Space") allocated by the FO pursuant to the terms and conditions in this Agreement;
  - 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 the Goods in accordance with all aspects of this Agreement;
  - d. has inspected the Space and Facility and is satisfied that the Space 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;
  - 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 must upon signing the Agreement pay to the FO:
  - a. the Deposit (which, when applicable, will be refunded by cheque within 30 days of termination of this Agreement), and/or
  - b. the Administration Fee.
5. The Storer is responsible to pay:
  - a. the Storage Fee being the amount indicated in this Agreement or the amount notified to the Storer by the FO 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 FO, on time, in full, throughout the period of storage. 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, payable each time the Space is delivered or redelivered to the Storer;
  - c. an Access Fee, payable when the Storer accesses the Space at the Facility;
  - d. a Late Return Fee, payable each 24 hours or part thereof that the Storer retains the Space outside the defined Packing Period;
  - e. the Cleaning Fee, as indicated on the front on this Agreement, is payable at the FO's discretion;
  - f. a No Show Fee, where the Storer gives Access Notice and does not attend at the Facility allotted time;
  - g. a Late Payment Fee, as indicated on the front on this Agreement, which becomes payable each time a Storage Fee payment is late; and
  - h. any Costs or Expenses incurred by the FO in collecting late or unpaid Storage Fees, retrieving the Space, 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.
6. 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

7. Notwithstanding clause 29, 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 Space, by force or otherwise, retain the Deposit and/or sell or dispose of any Goods in the Space 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 Space, accessing the Space, maintaining the Goods, and disposal or sale of the Storer's Goods. In the event that the Space is located on the Storer's land, the Storer consents to the FO entering upon that land and retrieving the Space. Further, the FO may use all reasonable force in so retrieving the Space, 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 Space.
8. If the Storer has more than one Space, any breach or default in regards to one Space will authorize the FO to enforce default action with regards to all the Storer's Spaces, including but not limited to refusing the Storer access to the Spaces and/or Facility.
9. The Space will not be Redelivered to the Storer unless all Fees, Costs and Expenses are paid in full.

## RIGHT TO DUMP

10. 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 Space by any means, regardless of the nature of the goods.
11. Goods left in the Space at the end of the Storage Period are deemed abandoned and will be destroyed or disposed of within 48 hours of the Space being vacated. The Storer may be charged a Cleaning Fee for this service.
12. Any items left unattended in common areas or outside the Storer's Space 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

13. The Storer:
  - a. may only retain the Space following Delivery or Redelivery for the defined Packing Period, as set out on the front of the Agreement or in the Redelivery documentation. A Late Return Fee will be accrued for each 24 hours or part thereof that the Space is not ready to be taken back to the Facility outside the Packing Period;
  - b. authorizes the FO to enter onto the Storer's land to forcefully retrieve the Space, so long as the FO has given 7 day's notice;
  - c. once the Space is at the Facility, may access the Space during Access Hours as posted by the FO and subject to the terms of this Agreement, after giving Access Notice as defined on the front of this Agreement;
  - d. will be solely responsible for the securing of the Space and shall so secure the Space at all times when the Storer is not accessing the Space 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 Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;

- h. must not attach nails, screws etc to any part of the Space and must maintain the Space by ensuring it is clean and in a state of good repair and must not damage or alter the Space without the FO's consent; in the event of uncleanness or of damage to the Space or Facility the FO will be entitled to retain the Storer's deposit, 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 listed on the front of this Agreement.
14. The FO may refuse access to the Space 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.
15. 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 Space, regardless of the cause
16. 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
17. The FO reserves the right to relocate the Storer to another Space at the FO's sole discretion without reference or explanation to the Storer under certain circumstances.
18. 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.
19. The Storer must give the FO Access Notice as indicated on the front of the Agreement to gain Access to the Space at the Facility. Failure to attend after giving Access Notice will attract a No Show fee as indicated on the front of the Agreement.
20. The Storer must give the FO Redelivery Notice as indicated on the front of the Agreement. The FO need not comply with a request for Redelivery that gives less than the defined Redelivery Notice.

## RISK

21. It is the responsibility of the Storer to pack the Space appropriately. Any damage, loss, deterioration or destruction caused to Goods during the movement of the Space is entirely the liability of the Storer.
22. 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 space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.
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 Space by the Storer, including the storage of Goods in the Space, the Goods themselves, or resulting from the Space'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 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.
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 26 & 28, 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 Space 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 Space 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.

## NOTICE

28. 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

29. 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 Space before the close of business on the Termination Date and leave the Space 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 Space after the Termination Date, clause 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 7,8 or 9 may apply. Any calculation of the outstanding fees will be by the FO. If the FO enters the Space 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
30. 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.
31. 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

32. 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.