

GLADSTONE MINI STORAGE SHED TERMS AND CONDITIONS

MAIN POINTS

Please read the conditions overleaf carefully as by signing this Agreement you acknowledge you have done so and you will be bound by them (see over). The main points are to make doubly sure that the storer is aware of the terms and conditions which apply.

- All payments are to be made in advance by you (the Storer).
- Goods are stored at your sole risk. *You should take out insurance cover.*
- The Owner is not liable for loss of or damage to any goods stored on its premises.
- You must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.
- The shed will only be accessible during set access hours as posted by the Owner from time to time.
- 14 days notice must be given for termination of this agreement. If notice is not given a further Calendar month's storage fee becomes payable in advance.
- The Storer must notify the Owner in writing of any and all changes of address and contact telephone numbers forthwith. Note that you will be contacted for any purpose under this Agreement at the address or on the phone number you have given. If you fail to comply with the conditions of this Agreement the Owner may forfeit your deposit and have the right to sell and / or to otherwise dispose of your goods (see clause 6 - read it again).
- The Owner has the right to refuse access if all fees are not paid promptly (see clause 8 - read it again).
- The Owner has the right to enter the shed/s in certain circumstances (see clauses 6, 16 & 18)

CONDITIONS OF AGREEMENT

STORAGE

- The Storer:
 - has the right to store Goods in the Shed allocated to the Storer by the Owner;
 - is deemed to have knowledge of the Goods in the Shed;
 - warrants that the Storer is the Owner of the Goods in the Shed and / or is entitled at law to deal with them as set out in this Agreement;
- The Owner:
 - does not have and will not be deemed to have knowledge of the Goods in the Shed;
 - is not a bailee nor a warehouseman of the Goods and the Storer acknowledges that the Owner does not take possession of the Goods.

COST

- The Storer must upon signing the Agreement pay to the Owner: the deposit (which is not refundable for a period of 30 days of termination of this Agreement, and is refundable subject only to compliance with the terms and conditions of this Agreement);
- The Storer is responsible to pay:
 - 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.
 - the Cleaning Fee as indicated on the front on this Agreement or the Cleaning Fees incurred by the Owner are payable in the event that cleaning is necessary;
 - Any costs incurred by the Owner in collecting unpaid Storage Fees, Cleaning Fee, cost of repairs, maintenance or damage apart from wear and tear caused by the Storer to the Shed and any fees and / or costs incurred by the Owner in enforcing this Agreement which costs will include without limiting the costs recoverable, indemnity legal fees and costs, postal, telephone, debt collection or any other fees and costs reasonably incurred by the Owner;
- The Storer will be responsible for payment of any Government taxes or charges (including any goods and services tax being levied on this Agreement pursuant to this Agreement).
- Subject always to clause 18, the Storer acknowledges that in the event of the Storage Fee or any other monies payable by the Storer to the Owner under this Agreement, not being paid in full within 7 days of the due date, the Owner may without further notice, enter the Shed by force or otherwise to seize the goods to sell them or otherwise dispose of them on such terms as the Owner may in the Owners absolute discretion think fit.

The Owner may retain the deposit and apply it as the Owner thinks fit towards the fees, costs or amount Owing by the Storer, including any fees or costs incurred as a consequence of entering the Shed or in rectifying damage or making good any default or in cleaning the Shed. Any such application of the of the deposit by the Owner shall not prejudice or limit the Owner's rights to pursue the Storer for any fees and costs incurred which are greater than the amount of the deposit retained and so applied.

ACCESS AND CONDITIONS

- The Storer:
 - has the right to access to the Shed during Access Hours as posted by the Owner from time to time;
 - will be solely responsible for securing of the Shed and shall so secure the Shed at all times when the Storer is not in the Shed in a manner which is acceptable to the Owner;
 - must not store any goods that are hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to any person or the property of any person or party;
 - must not store items of such significant value such that they are difficult to replace such as currency, jewellery, furs, deeds, paintings, curios, works of art or items of personal sentimental value;
 - will use the Shed solely for the purpose of storage and shall not carry on any business or other activity in the Shed;
 - must not attach nails, screws, etc to any part of the Shed and must maintain the Shed by ensuring it is clean and in a state of good repair and must not damage or alter the Shed without the Owner's consent. In the event of uncleanliness or damage to the Shed or facility the Owner will be entitled to retain the deposit, charge a Cleaning Fee and to retain the deposit and apply it to the Owner's fees and costs and may sue the Storer for any other amount reasonably incurred as otherwise herein mentioned;
 - cannot assign this Agreement;
 - must give notice to the Owner in writing of the change of address or telephone number or other contact details of the Storer, the Employer or the Alternate Contact Person within 48 hours of any such change;
 - grants the Owner entitlement to discuss any default by the Storer with the Employer or the Alternate Contact Person indicated on the front of this Agreement or as otherwise advised in the event of a change thereto by the Storer pursuant to these provisions.
- The Owner may refuse access to the Shed 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.
- The Owner reserves the right to relocate the Storer to another Shed at its discretion for operational or other reasons.
- No oral statements made by the Owner, its Agent or its employees shall form part of this Agreement and, this Agreement contains the whole of the Terms and Conditions and no failure or delay by the Owner to exercise its rights under this Agreement will operate to waive any of those rights.

RISKS AND RESPONSIBILITY

- The goods are stored at the sole risk and responsibility of the Storer who shall be responsible for any and all theft, loss of or damage to and deterioration of the goods and shall bear the risk of any and all damage cause by flood or fire or leakage or overflow of water, heat, spillage of material from the shed or any other Shed. The Storer shall bear the risk of mildew or other depreciation or deterioration of the goods within the Shed and will also bear the risk of delivery of the goods or removal of them. The Storer will bear the risk of loss of or damage to the goods by pest or vermin or any other cause whatsoever and shall bear responsibility for the goods and shall indemnify the Owner in respect of any loss of or damage thereto. The storer shall so indemnify the owner, whether such loss of or damage to is negligent, deliberate, in breach of contract or is otherwise a breach of any statute and whether any such loss of or damage to any of the goods is caused by the Owner or by any of its Agent's or Employees or any other person acting by, through or in connection with or claiming under or through the Owner.
- 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, the Storer or any third party resulting from or incidental to the use of the shed by the Storer including the storage of goods in the Shed;
- The Storer acknowledges and agrees to comply with all relevant laws, including Acts or Ordinances, Regulations, By-laws and Orders, as are or may be applicable in respect of the use of the Shed from time to time. This includes laws relating to the goods or material which are stored and the manner in which it is stored. The liability for any and all breach of any such laws rests absolutely with the Storer, and includes

any and all fees and / or costs and / or fines imposed as a consequence or resulting from any such breach.

- If the Owner has reason to believe that the Storer is not complying with all relevant laws etc mentioned in Clause 13, the Owner may take such and any action as the Owner in its absolute discretion believes to be necessary including the action outlined in clause 16 and 18. The Owner may, but does not have to, contact, cooperate and / or submit or give or arrange for the taking of the goods to or by as the case may be the relevant authorities. The Owner may in its absolute discretion dispose of or remove the goods at the Storer's expense in respect of any such breach. 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

- The Storer consents to inspection and entry of the Shed by the Owner without notice in the event of an emergency or in the event that the Owner reasonably considers entry is necessary for the purpose of confirming compliance by the Storer with this Agreement. The Storer also agrees that the Owner can for any of the Owner's own purposes enter the Shed by giving 21 days written notice of the Owner's intention to do so. If the Storer is in breach of this Agreement then the Owner is entitled to enter without notice.
- In the event of an emergency, the Owner may enter the Shed with or without such force as is necessary and without the consent of the Storer. The owner agrees that the Owner will notify the Storer as soon as practicable if the Owner enters other than in an emergency. Such notice shall be given in a way authorised by this agreement. The Storer hereby consents to such entry. If the storage period is not for a further 21 days or greater and the owner wishes to enter for the owners own purposes then the Owner can enter upon giving notice of the date the Owner intends to enter by telephone post or affixing the notice at or to the Storer's address.

NOTICE

- Notice can be given orally or in writing. When given in writing such notice can be left at or posted to or faxed to the last known address of the Storer as advised by the Storer.
Notice in writing to the Owner given by the Storer must be received by the Owner.
In the event that the Storer cannot be contacted orally and is given notice in writing then the Storer will be deemed to have been given notice if the notice is given to the Storer at the

Storer's last known address as advised to the Owner or the last known address of the employer or the last known address of the alternate contact person. Notice need be given only if a notice is sent by post or facsimile to the Storer, Employer or Alternate Contact person then notice shall be deemed to have been given if it is sent to the address as advised by the Storer even if the Storer does not in fact receive it. Notice given to one Storer where there is more than one Storer will be deemed to be sufficient notice given to one or other or both of them.

TERMINATION

- Once the initial storage period as indicated theupon has ended either party may terminate this Agreement by giving the other party at least 14 days notice either orally or in writing.
The Owner may terminate the Agreement without notice for any breach of this Agreement by the Storer. In the event that 14 days notice is not given by the Storer to the Owner then the Owner shall be entitled to retain the deposit by way of the Storer forfeiting same. The Owner shall be entitled to all other rights and remedies given to the Owner by this Agreement and can sue for and recover any fees and costs otherwise incurred by it hereunder in addition to the retained deposit. Upon termination the Storer must remove all goods in the Shed and leave the Shed in a clean condition and in a good state of repair to the satisfaction of the Owner. The Storer must pay any outstanding monies and any fees and costs incurred by the Owner as advised by the Owner.
The Owner's calculations shall be binding upon the Storer and shall be final and conclusive unless the Owner is otherwise satisfied that some other lesser amount is payable.
If the Owner becomes aware at any time that the Shed does not have any goods stored in it, the Owner may terminate the Agreement without giving prior notice but the Owner agrees to notify the Storer in writing that the Agreement has been so terminated if all fees and costs owing by the Storer to the owner have been paid.
- The liability of the Storer for any damages fees, costs, outstanding monies in respect of property damage or personal injury or any other legal responsibility to the Owner or to any other person or party arising directly or indirectly out of this Agreement continues to run beyond the termination of this Agreement.
- The Storer:
 - agrees that the terms of this document constitute the whole contract with the Owner and that in entering into this contract the Storer relies upon no representation/s made by or on behalf of the Owner other than those contained in this Agreement;
 - 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 matters resulting from such queries have, to the extent required by the Storer and agreed to by the Owner been reduced to writing and have been incorporated into the terms of this Agreement;
 - the Storer acknowledges that the Storer has taken such legal advice as desired prior to the entering into of this Agreement and that the Owner has not exercised any coercion, undue influence, has not been guilty of unconscionable conduct, or has not otherwise attempted to influence the Storer in the Storer's decision to enter into the Agreement.

- Subject always to this Agreement otherwise, to the full extent allowed by the prevailing law, either common law or statute law (commonwealth or state), in the event that the Owner in some way is found to be liable for damages to the Storer then such damages shall be limited to the supply by the Owner to the Storer of 1 month of further storage in the same Shed or a similar Shed. That is the limit which will apply even if the Storer does not take up the shed for storage. The Storer specifically acknowledges so far as is allowable pursuant to the prevailing law that the Storer is aware of the limitation of liability which this clause imposes and has taken such limitation into account when the Storer considered whether or not it, he, she or they should enter into this Agreement and has in the circumstances agreed prior to entering into this Agreement and acknowledges hereby that such limitation of liability is a reasonable one entered into by the Owner and the Storer after arms length negotiations.
- The Storer acknowledges in this Agreement that in the event that any provision is ruled to be unenforceable or invalid at law, then such unenforceability or invalidity shall not affect any other clause or this Agreement generally and shall apply only to the subject clause.

MEDIATION OF DISPUTES

- 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 or, failing Agreement within 7 days of receiving any parties notice of dispute, by the president for the time being of the Queensland Law Society on terms and conditions as ordinarily prevail in such mediations where such president nominates the mediator.