

TERMS AND CONDITIONS

INTERPRETATION

- "Owner" includes Downs Mini Storage and the members of such company from time-to-time and their heirs, executors, administrators and assigns, its directors, servants, employees of the real estate agent (or other agents) engaged by it to manage or administer its storage premises;
- "Goods" includes all objects whether animate or inanimate, stored from time-to-time by the Storer;
- "Storer" means the person or company whose particulars are listed as "Storer" overleaf.

COSTS

1. The Storer agrees to pay the Owner:
 - (a) the storage fee indicated overleaf (as varied from time-to-time by the owner) 4 x weekly in advance;
 - (b) the deposit indicated overleaf;
 - (c) a key deposit where applicable (which deposit shall be forfeited by the Storer to the Owner if the key is not returned by the due date);
 - (d) all other sums owed to the Owner pursuant to this agreement;
 - (e) Legal costs incurred by the Owner in pursuing its rights against the Storer, on a solicitor and own-client basis.
2. In addition, the Storer agrees to pay interest to the Owner at the rate of 14% per annum on all monies owing pursuant to this agreement, which are not paid on or before the due date.

ACCESS AND STORAGE

3. The Storer;
 - (a) warrants it is the legal and beneficial owner and has personal knowledge of all Goods stored at the space and acknowledges that the Owner does not have knowledge of such Goods;
 - (b) May access the space during the access hours posted by the Owner. Access at other times is available only by arrangement with the Owner and upon payment of the relevant fee;
 - (c) accepts full responsibility for adequately securing the space in a manner which is acceptable to the Owner;
 - (d) must not store any Goods which are or may become hazardous, explosive, flammable, perishable, odorous, environmentally harmful, unlawful or that may escape from the space;
 - (e) must not carry on any business or other activity in the space other than storage of Goods;
 - (f) in storing Goods at the space, must strictly comply with all applicable legislation and laws;
 - (g) must maintain the space in a clean and tidy condition and in good repair (in default of which it agrees to pay to the Owner a fee for cleaning and/or repair);
 - (h) must not attach nails, screws or other devices to the storage space or remodel or alter the space without

the written consent of the Owner. In the event of damage to the space, the Owner is hereby authorized to retain the deposit paid by the Storer (or part thereof to the cost of the repairs). Should the cost of such repairs exceed the deposit, the Storer hereby agrees to pay same to the Owner upon demand;

- (i) may not assign this agreement;
 - (j) must notify the Owner, in writing, of any change of address or contact telephone number of the Storer or the alternate contact person.
4. The Owner may at its sole discretion, relocate the Storer's goods to another space. In such a case, the Owner is not liable for any damages arising out of the relocation.
 5. If the Storer breaches any term of this agreement, the Owner may whether or not any demand for remedy has been made, take all action it deems appropriate, including entering the space (forcibly if necessary), taking possession of the Goods or selling or otherwise disposing of the Goods on such terms as the Owner in its absolute discretion shall determine.
 6. The Owner may also place a lock preventing access to the space by the Storer. Upon remedy of the breach by the Storer, to the satisfaction of the Owner, any lock placed shall be removed by the Owner within 3 business days.

GOODS STORED AT SOLE RISK OF STORERS

7. The Goods are stored at the sole risk of the Storer, who shall be responsible for any loss however caused, whether through theft, damage caused by flood, leakage or overflow of water or other liquid or gas, heat, fire, smoke, spillage of material from any other space, removal or delivery of Goods, pests or vermin or any other reason whatsoever, including acts or omissions of the Owner.
8. The Storer must insure all Goods are stored at the space.
9. The Storer expressly acknowledges that any security or surveillance measures implemented by the Owner are for the sole purpose of securing property of the Owner and are not intended to benefit the Storer.

INDEMNITY BY STORER

10. The Storer hereby indemnifies and agrees to 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, arising from or incidentally to the use of the space by the Storer or its agents, including the storage of Goods in the space.

INSPECTION AND ENTRY BY OWNER

11. The Storer permits the Owner to enter and inspect the space upon giving 7 days' written notice.
12. The Owner may take all action it deems appropriate, including entering the space without notice (forcibly if necessary);
- (a) in the event of emergent circumstances, where there appears to be a threat to the life or safety of a human or an animal, or a threat to property of the Owner, the Storer or another party, or to the environment; or
- (b) In circumstances where the Owner reasonably suspects that the Storer is not complying with all relevant laws.
13. The Owner may also disclose all information at its disposal to relevant authorities and provide access to the Goods to officers of relevant authorities.
14. If the Owner has re-entered the space due to default by the Storer and the Storer has vacated the space, the Owner may re-let that space, regardless of whether notice of termination has been give.

TERMINATION, VARIATION AND WAIVER

15. Either the Owner or the Storer may terminate this agreement by giving the other party 7 days' notice.
16. In the event of a breach of the agreement by the Storer, the Owner may terminate the agreement without notice, in which case the Storer agrees to pay an additional 7 days' storage costs in lieu of notice. Termination upon that basis does not affect the entitlement of the Owner to receive all other monies owed pursuant to this agreement.
17. No statements or representations made by the Owner shall form part of this agreement.
18. No failure or delay by the owner to exercise its rights under this agreement will operate as a waiver of those rights.
19. All liability of the Storer pursuant to this agreement continues, notwithstanding termination of the agreement.
20. If the Storer is more than 14 days in arrears of payment of any fees payable for storage of the goods, then in addition to any other remedies available the Owner may;
 - (a) Attach a lock to the shed excluding the Storer from access. The parties agree that the Owner's lock shall not be removed unless the Storer pays to the Owner the sum of \$110 (including GST), which sum shall become a debt due and owing to the Owner in addition to any other monies owing;
 - (b) If the Storer remains in arrears of payment for more than 30 days then the Owner may send a letter of demand to the Storer at the Storer's address as shown on this agreement requiring payment of arrears (including lock removal fee) within 7 days of the date of that letter of demand; and
 - (c) If the Storer fails to pay the arrears set out in the letter of demand mentioned in the previous

paragraph, the Storer hereby authorizes the Owner to sell the goods stored in the shed on such terms as the Owner in its absolute discretion may determine, and without limiting the generality of the foregoing, may sell the goods through the Tender Centre, Toowoomba.

NOTICES

21. Notices must be in writing and left at, or posted to, the address of the Owner or Storer unless otherwise agreed to by the Owner. The Storer may give notice by telephone or facsimile, provided there are no outstanding fees. In the event that the Owner is unable to contact the Storer, notice is deemed to have been given to the Storer if the Owner sends the notice by ordinary prepaid post to the alternate contact person identified overleaf.

LEGAL RELATIONSHIP

22. The Owner is neither a bailee nor a warehouseman of the Goods and the Storer acknowledges that the Owner does not take possession of the Goods.
23. The Storer and the Owner hereby exclude the provisions of the *Storage Liens Act 1973*. and the *Disposal of Uncollected Goods Act 1967*.