

FO exercises its rights under this Agreement to access the Space without the Storer's consent.

- (c) The FO will provide at least 14 days' written notice to the Storer that the Storer is in default of this Agreement before taking any Default Action, providing the Storer with reasonable time to rectify its default.
- (d) If any funds are recovered by the FO from any Default Action, such funds shall be applied by the FO as follows:
  - (i) first, to pay the FO's costs of, and associated with, taking any Default Action;
  - (ii) second, subject to any rights of third parties under the PPSA, to pay all outstanding Fees owed by the Storer and any costs or expenses incurred by the FO in connection with accessing the Space and maintaining the goods, until Default Action was taken; and
  - (iii) third, any excess funds will be returned to the Storer within 6 months of the Default Action being completed. If the Storer cannot be located, excess funds will be deposited with the Public Trustee or equivalent authority.
- (e) If the Storer has more than one storage space or storage unit with the FO, default in respect of Fees payable relating to any of those storage spaces or unit(s), entitles the FO to take Default Action in respect of all of such storage spaces.
- (f) If the FO reasonably believes it is a health and safety risk to conduct an inventory of goods stored in the Space, the FO may take Default Action without undertaking such an inventory. In such circumstances, the FO need not open or empty bags or boxes to assess the contents and may instead dispose of all bagged and/or boxed items without opening them.
- (g) This clause 7 survives termination of this Agreement.

#### FO'S FURTHER RIGHT TO DISPOSE OF GOODS

#### 8. If, upon termination of this Agreement by either party, the Storer fails to remove all of its goods from the Space and/or the Facility within 7 days of such termination, the FO is authorised to dispose of such goods, regardless of the nature or value of the goods. The FO will:

- (a) where the Facility is located outside the State of South Australia, give 7 days' written notice to the Storer of the intended disposal and the provisions of clause 7(d) shall apply as if such disposal were a Default Action;
- (b) where the Facility is located in the State of South Australia, exercise its rights to sell the goods in accordance with the Unclaimed Goods Act 1987 (SA) which includes obligations (depending on the value of the goods) for the FO to sell the goods by public auction (with appropriate notice to be given), notify the Commissioner of Police and the Storer or apply to the Court for authorisation to sell the goods, provided that the FO may only exercise its rights after the expiry of 3 months from the end of the 7 day period referred to above.

#### 9. If the Storer leaves any of its goods unattended outside the Storer's Space or in a common area of the Facility for an unreasonable period of time (as determined by the FO, acting reasonably), the FO may:

- (a) where the Facility is located outside the State of South Australia, take any Default Action in respect of such goods. The FO will give 7 days' written notice of the intended Default Action and the provisions of clause 7(d) shall apply; or
- (b) where the Facility is located in the State of South Australia, exercise its rights to sell the goods in accordance with clause 8(b).

#### ACCESS AND CONDITIONS OF USE OF THE SPACE

##### 10. The Storer:

- (a) may, subject to the provisions of this Agreement, access the Space during the access hours notified by the FO from time to time;
- (b) acknowledges that, if the Storer is comprised of more than one person, each person comprising the Storer (or in the case of a Storer who is a corporation, each person acting with the actual or apparent authority of the Storer) may, subject to the provisions of this Agreement, access and use the Space;
- (c) must not store any goods that are, hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living, or that are a risk to the property of any person;
- (d) must ensure that any goods stored in the Space, are dry, clean, free of vermin and food scraps and are not mouldy when placed inside the Space;
- (e) unless the Storer has received the prior written approval of the FO, may only use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space including, but not limited to, residing, dwelling or loitering in the Space;
- (f) must maintain the Space by ensuring that it is clean and in a state of good repair. The Storer is responsible for the cost of cleaning the Space (if deemed necessary by the FO) and the FO may apply the

Deposit towards any Cleaning Fee;

- (g) must not physically alter or damage the Space in any way (including by using nails or screws) without the FO's prior consent. The Storer is responsible for the cost of any repairs to the Space (if deemed necessary by the FO) and the FO may apply the Deposit towards such costs;
  - (h) is solely responsible for securing the Space from unauthorised entry (in a manner acceptable to the FO). The Storer is not permitted to apply a padlock or other device to the Space in the FO's overlocking position and the FO may have any such padlock or device forcefully cut off at the Storer's expense. While the FO will not be responsible for securing any unlocked Space, if the Storer fails to secure the Space, the FO may secure the Space at its discretion (including applying a padlock or other device to the Space at the Storer's expense). When accessing the Facility outside normal business hours, the Storer will secure the external gates and/or doors of the Facility;
  - (i) must comply with all health and safety notice and rules of the Facility as may be publicly posted at the Facility or otherwise notified to the Storer by the FO;
  - (j) cannot assign this Agreement and must not allow a third party to store goods in the Space;
  - (k) must give written notice to the FO of any change to the Storer's contact details or the ACP's contact details within 48 hours of the change occurring;
  - (l) authorises the ACP to discuss any default by the Storer with the FO and to provide any information it holds regarding the Storer or the Storer's location to the FO. Further, the Storer acknowledges that where the FO reasonably believes that the Storer is unwilling or unable to remove its goods from the Space when required to do so under this Agreement, the FO may allow the ACP to remove the Storer's goods on such terms as agreed between the FO and the ACP (without the need for further consent from the Storer); and
  - (m) is solely responsible for determining whether the Space is appropriate and suitable for storing the Storer's goods, having specific consideration for the size, nature and condition of the Space and the goods being stored.
11. Without limiting clause 7, the FO may refuse access to the Space and/or the Facility by the Storer where any amount owing by the Storer to the FO under this Agreement remains unpaid after the FO has requested such payment in writing. The FO will not be liable for any loss or damage suffered by the Storer resulting from any inability to access the Space and/or the Facility as a result of such refusal.
12. The FO reserves the right to relocate the Storer to another storage space (of the same or similar dimensions), if the FO, acting reasonably, deems it is necessary to do so for the proper operation and management of the Facility. If this occurs then that new storage space will be the Space for all purposes under this Agreement.
13. Without limiting clause 7, if the Storer's goods in the Space are severely damaged by a fire, flood or some other event which, in the FO's reasonable opinion, has caused such goods to be hazardous or dangerous to other storers and/or their goods, the FO or the Facility, the FO may, at the Storer's expense, dispose of such severely damaged goods. Where practicable, the FO will provide the Storer with reasonable notice and an opportunity to review the goods before disposal. The FO will not be liable for any loss or damage suffered by the Storer as a result of such disposal action.

#### RISK AND RESPONSIBILITY

14. The Storer warrants that it will not store, items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art, items of personal sentimental value or that are worth more than \$2,000 AUD (in total) unless they are itemised and covered by insurance.
15. The Storer is responsible (and must pay) for any loss or damage caused by a third party who enters the Space (or the Facility) at the request or direction of the Storer or whose entry to the Space (or the Facility) was facilitated by any action (or failure to act) of the Storer (including, but not limited to, the provision of a key, access card or codes or by leaving the Space or Facility unsecured),
16. The Storer acknowledges that to the extent permitted by law, having regard to any non-excludable consumer guarantees under any applicable consumer protection laws (**Non-Excludable Guarantees**), the Storer's goods are stored at the sole risk and responsibility of the Storer who, except to the extent of any negligence by the FO, is responsible for any and all theft, damage to, and deterioration of its goods. To the extent permitted by law and subject to the Non-Excludable Guarantees, the FO makes no representations to the Storer and gives no warranties or guarantees to the Storer (whether express or implied) in respect of or in relation to the storage of the Storer's goods under this Agreement, other than as expressly stated in this Agreement. The Storer, except to the

extent of any negligence by the FO, bears the risk of any and all damage caused by flood, fire, leakage or overflow of water, mildew, mould, heat, spillage of material from any other storage space, removal or delivery of the goods, pest or vermin or any other reason whatsoever.

17. If, notwithstanding clause 16, the FO is liable to the Storer in any way, the FO's liability is limited to the total Storage Fees paid to the FO under this Agreement, to the extent permitted by law. The Storer acknowledges that it is aware of the limitations of liability set out in this clause, that this clause does not, and that the FO does not intend to, exclude the Storer's non-excludable rights under any applicable consumer protection laws, and that, in all the circumstances, such limitations on the FO's liability, to the extent they are permitted by law, are reasonable.
18. Except to the extent of any negligence by the FO, the Storer is responsible for any liability, claim, loss, damage or injury, whether to the Storer, the FO, the Facility or any third parties, caused by, resulting from or incidental to the use of the Space by the Storer (including any use for which the FO has given prior written approval), its agents or the ACP (including, but not limited to, storage of goods in the Space, the goods themselves, using the Space in a manner that infringes local planning laws and/or accessing the Facility).
19. The Storer will comply with all relevant laws applicable to the use of the Space. This includes laws relating to the goods which are stored, and the manner in which they are stored. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from any non-compliance.
20. **If the FO reasonably believes that the Storer is not complying with clause 19, the FO may (in its reasonable discretion):**
- take any action it believes necessary to ensure compliance, including inspection of the Space under clause 21;
  - immediately dispose of or remove the goods in the Space at the Storer's expense; and/or
  - contact, cooperate with and/or submit the goods to the relevant authorities.
- The Storer agrees that the FO can take any such action at any time, even though the FO could have acted earlier.

#### INSPECTION AND ENTRY BY THE FO

21. Subject to clauses 22 and 23, the Storer consents to the FO entering the Space for the purposes of general inspection of the Space and/or the goods stored in the Space and will attend at the Facility for the purposes of granting the FO entry to the Space, provided that the FO gives 14 days' written notice.
22. In the event of an emergency, the FO may enter the Space using all necessary force without the prior written consent of the Storer. The FO will notify the Storer as soon as practicable of such entry. The Storer irrevocably consents to such entry. For the avoidance of doubt, an emergency includes, but is not limited to, where the FO believes that clause 10(c) and/or clause 19 is being breached, or where the FO reasonably believes property, the environment or human life or safety is threatened, or where the FO allows access, inspection or seizure by relevant authorities.
23. The Storer agrees that in circumstances where the FO reasonably suspects that clause 10(c) and/or clause 19 is being breached or that damage has been caused to the Space, the FO may use a microprobe or other CCTV camera to view the inside of the Space and any footage obtained which evidences a breach of this Agreement or the law may be relied upon by the FO to take any action authorised under this Agreement, including terminating this Agreement and/or cooperating with law enforcement agencies and other authorities.

#### DELIVERIES AND DISPATCHES THROUGH UNSECURE SHARED SPACE

24. The FO may offer a managed service to storers who wish to have the FO receipt and dispatch goods into and out of the Storer's space. The Storer has not engaged the FO to provide this service, and the FO does not take any responsibility for goods delivered to, or removed from the Facility for or on behalf of the Storer. If the FO, at the request of the Storer, allows the Storer to have couriers and others deliver goods to or remove goods from the Facility, the following terms apply:
- The Storer must obtain the FO's prior approval before using the designated area for the delivery and dispatch of goods.
  - The Storer must direct deliveries and collections to the area in the Facility designated for receipt of deliveries and dispatch of goods and comply with the FO's reasonable directions in relation to that area.
  - The Storer acknowledges that the designated area is not a secure area and the goods are not secure while they are in the designated area. The area may be accessed by Facility staff,**

**courier personnel, and other members of the public from time to time. The Storer's decision to receive and dispatch goods at the Facility is at the Storer's own risk. The Storer bears all risk of damage or loss to these goods. The FO is not responsible for the proper packaging of, condition of, or any loss or damage to any goods received or dispatched from the Facility.**

- The FO is authorised by the Storer to sign for the goods on behalf of the Storer but the FO does not take responsibility to check or secure the goods, nor does the FO take possession or control of the delivery, dispatch or storage of the Storer's goods. The FO is not acting as bailee and is not responsible for keeping the Storer's goods safe.
- Deliveries are to be placed in the designated area by the person delivering these goods to the Facility (and not by the FO).
- The Storer must collect any deliveries from the designated area as soon as possible following delivery and store those goods in the Space. If the goods are not removed from the designated space within seven days, the Facility may charge the Storer a standard fee as notified until the goods are removed, or return the goods to the sender.
- Any goods the Storer would like dispatched from the Facility must be collected by the person dispatching the goods from the designated area (and not by the FO).
- Subject to the foregoing, the terms in this Agreement applying to goods stored in the Space also apply to goods of the Storer placed in the designated area.

The above is provided on a fair use basis and the FO may request the Storer take up the managed service if delivery activity exceeds fair use, as determined by the FO.

#### GOODS HANDLING EQUIPMENT

25. The Facility may make forklifts, walking stackers and other goods handling equipment available to assist the Storer to access and/or manage the Space. Such equipment may only be used by the Storer (and no other person on the Storer's behalf) if the Storer:
- is experienced with the particular equipment, knows how to use it safely, and uses it safely; and
  - complies with all applicable health and safety instructions and directions for use for that equipment.
26. The Storer warrants that it will:
- only use goods handling equipment in compliance with clause 25;
  - not allow any person to use such equipment on the Storer's behalf; and
  - be responsible for any damage caused to the equipment, the Facility, any property in the Space or Facility, and/or for injury arising from, the:
    - Storer's use of such equipment; or
    - use of such equipment on the Storer's behalf.

#### SHIPPING CONTAINERS

27. Shipping containers may only be brought onto the Facility with the prior written approval of the FO. Storers must:
- schedule delivery and removal of the shipping container with the FO at least 24 hours in advance;
  - place the shipping container where directed by the FO;
  - permit the FO to relocate the shipping container to another space within the Facility;
  - arrange the removal of the shipping container from the Facility, and reimburse the FO on demand for the cost of removal if the shipping container is not removed by the end of the agreed storage period for that shipping container.
28. The provisions of this Agreement that apply to goods stored in a Space apply equally to all goods in a shipping container.
29. The provisions of this Agreement that relate to a Space apply to a shipping container (with any necessary changes), including that the FO is authorised by the Storer to access a shipping container in the same circumstances as the FO is authorised under this Agreement to access the Space.

#### NOTICE

30. Subject to clause 31, notices under this Agreement will be sent electronically, by text message to the Storer's mobile number and/or by email to the Storer's email address, as specified in the contact details in the Storer's Standard Self Storage Agreement Schedule. Any such notice is deemed to have been given to the Storer on sending by the FO to the nominated mobile number or email address. Notices given by the Storer to the FO must be actually received by the FO to be valid and the FO may further specify a required method of delivery.

31. Where the Storer has indicated in the Standard Self Storage Agreement Schedule that they do not want to receive notices electronically, the FO will send any notices required under this Agreement to the address specified in the contact details in the Storer's Standard Self Storage Agreement Schedule or as otherwise notified by the Storer to the FO in writing or by telephone.
32. If the FO is not able to contact the Storer, notice is deemed to have been given to the Storer by the FO if the FO has sent a notice to the Storer's last notified address (including electronically) and to the ACP's last notified address.
33. If 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.
34. Except where the Facility is located in the State of South Australia (in which case clause 8(b) will apply), the Storer and the FO agree that the FO may, but is not obliged to, give notice of any proposed sale of the Storer's goods in accordance with the FO's rights under this Agreement in a newspaper distributed throughout the relevant state or territory and/or nationally and may include the Storer's name for this purpose.

## TERMINATION

### 35. This Agreement may be terminated:

- (a) after the expiry of the Fixed Period, by either party giving written notice to the other party (for a period not less than the Termination Notice Period), or, in the case of the FO being unable to contact the Storer, by the FO giving such notice to the ACP; or
- (b) by the FO, immediately upon notice to the Storer, which may be given at any time, if:
- (i) the Storer breaches clause 10(c) and/or clause 19;
  - (ii) upon entering into the Space in accordance with the provisions of this Agreement, the FO discovers that no goods are stored in the Space. If the FO terminates under this clause 35(b), the FO will provide the Storer with written confirmation of the termination within 7 days of such entry;
  - (iii) the FO reasonably determines that any of the Storer's activities in respect of the Space and/or the Facility are otherwise illegal, environmentally harmful, antisocial, threatening or offensive; or
  - (iv) circumstances beyond the control of the FO arise, including fire, flood, or some other event which, in the FO's reasonable opinion:
    1. renders the Facility and/or the Space hazardous or dangerous to the Storer, other storers and/or their goods, the FO or the Facility;
    2. prevents the FO from performing its obligations under this Agreement for at least 14 days; or
    3. requires the emptying of the Storer's Space.
36. If the Storer purports to terminate this Agreement without giving the written notice required under clause 35(a), the FO may deduct Storage Fees for the required notice period from the Deposit.
37. **Upon termination of the Agreement (for any reason), the Storer must:**
- (a) subject to clause 40, remove all goods in the Space before the close of business on the date of termination (failing which, clause 8 will apply) and leave the Space in a clean condition and good state of repair to the satisfaction of the FO; and
  - (b) pay any expenses on default, outstanding Fees and any other amounts payable by the Storer under this Agreement up to the date of termination, failing which, the FO may take any Default Action. The FO will calculate such amounts and notify the Storer in writing as soon as practicable.
38. If the FO reasonably believes that the Storer will not perform its obligations under clause 37(a) or the Storer fails to respond in a reasonable period to any notices sent by the FO, the FO may, but is not obliged to, permit the ACP to access the Space to perform such obligations and the Storer irrevocably authorises the FO and the ACP to take this action.
39. Liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement survive termination of this Agreement.

## NATURAL DISASTERS AND RELATED ISSUES

40. If there has been a fire, flood, earthquake, or another issue adversely affecting the access or use for storage purposes of the Space or all or part of the Facility:
- (a) the Storer must comply with all:
    - (i) reasonable directions of the FO; and
    - (ii) all directions from a government department, law enforcement agency (including police), or insurer;
  - (b) the Storer agrees to attend the Space at any reasonable time

specified by the FO, and (if required by the FO) the Storer will inspect the goods in the Space for damage and/or clear out the Space as soon as possible and within any period reasonably specified by the FO;

- (c) the FO may take all actions reasonably necessary or desirable, including any or all of the following:
- (i) complying with directions from any government department, law enforcement agency (including police), or insurer;
  - (ii) suspend this Agreement and the parties obligations under it for up to 30 days to allow the FO to assess and remedy any damage (and no Storage Fees will be payable during the suspension);
  - (iii) terminate this agreement on giving any reasonable notice (including with immediate effect); and
  - (iv) at its discretion, offer the Storer an alternative space elsewhere in the Facility.

## PRIVACY

### 41. The FO:

- (a) may collect information about the Storer, including the Storer's Personal Information (as defined in the Privacy Act 1988 (Cth)) (**Personal Information**), to assist in the provision of storage to the Storer, maintaining the Storer's account, and the FO's enforcement of this Agreement in any way; and
- (b) may **disclose** any information about the Storer, including the Storer's Personal Information, to government departments, law enforcement agencies, including the police, any person who can demonstrate a legal or equitable interest in the goods stored to the FO's reasonable satisfaction, liquidators, administrators or other persons appointed to administer the Storer's financial affairs, debt collection services, credit reporting and identity verification agencies (including, but not limited to, StorerCheck), the ACP and agents for any of the above.

### 42. The Storer warrants that it has:

- (a) the right to disclose information to the FO about the ACP (including Personal Information) and that the FO may use this information as it would Personal Information collected about the Storer; and
- (b) informed the ACP that the Storer has made the disclosures referred to in clause 42(a).

43. The parties acknowledge and agree that the ACP may access and correct the information held by the FO in the same manner the Storer may correct its Personal Information.

## GENERAL

44. 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 this Agreement.
45. No failure or delay by the FO to exercise its rights under this Agreement will operate to waive or reduce such rights.
46. The FO enters into this Agreement for itself and on behalf of its directors, employees and agents.
47. This Agreement constitutes the entire agreement between the FO and the Storer and supersedes and extinguishes all previous discussions, correspondence, negotiations, agreements, assurances, warranties, representations and understandings between them (whether written or oral).
48. The FO may vary this agreement by giving the Storer notice in writing of the variation. The FO must provide reasonable notice, of at least 28 days, of any variation. Any amendment or update of this agreement made by the FO will take effect on the date notified by the FO. If the Storer objects to the variation, the Storer may, before the expiration of that 28 day period, terminate this Agreement and move out by giving no less than 24 hours' notice to the FO (i.e. instead of the usual notice period required under clause 35(a) for the Storer to terminate this Agreement). For the avoidance of doubt, clauses 37 to 39 also apply if the Storer terminates this agreement under clause 48. Any relevant Storage Fees already paid in advance by the Storer shall be refunded pro-rata to the Storer on termination of this agreement.

**THIS AGREEMENT IS PROPERTY OF THE  
SELF STORAGE ASSOCIATION OF AUSTRALASIA AND STOR-MATE.  
ALL UNAUTHORISED USE WILL BE PROSECUTED.**

**STOR**  **MATE**  
Self Storage Solutions