

CONDITIONS OF AGREEMENT

STORAGE:

1. The Storer:-

- (a) has the right to store goods in the Unit allocated to the Storer by the Owner;
- (b) is deemed to have full knowledge of the goods in the Unit;
- (c) warrants that they are the owner of the goods in the Unit, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

2. The Owner:-

- (a) does not 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 Owner does not take possession of the goods (even if a key is left with the Owner).

COST:

3. The Storer must upon signing the Agreement pay to the Owner:-

- (a) the Deposit (EASI-Key card) which will be refunded upon the return of a working Card;
- (b) the Storage Fee for the first period (minimum 14 days);
- (c) pay the first term of Insurance (where applicable).

4. The Storer is responsible to pay:-

- (a) 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 is not required to bill for fees;
- (b) any Cleaning Fee, which is payable at the Owner's discretion;
- (c) any Late Payment Fee which becomes payable each time a storage payment is late (as indicated on the front of this Agreement);
- (d) any costs (including legal and debt collection costs) incurred by the Owner in collecting late storage fees.

5. 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:

6. Notwithstanding Clause 18, the Storer acknowledges that, in the event of the Storage Fee, or any other moneys owing, not being paid in full within 42 days of the due date, the Owner may, without further notice, retain the deposit and take possession and sell or dispose of any goods in the Unit on such terms that the Owner may determine. This course of action is additional to and shall not diminish the Owner's right to seek recovery of moneys through civil proceedings. The Owner may also require payment of default action costs, including any costs associated with the seizure of the Storer's Unit and/or disposal of the goods. Any excess moneys recovered by the Owner on disposal of goods will be returned to the Storer.

7. The Storer:-

- (a) has the right to access the Unit during Access Hours as posted by the Owner from time to time;
- (b) will be solely responsible for the securing of the Unit and shall so secure the Unit at all times when the Storer is not in the Unit in a manner which is acceptable to the Owner, and where applicable will secure the external gates or doors of the premises;
- (c) must not store any goods that are flammable, hazardous, illegal, stolen, explosive, environmentally harmful, perishable, attract vermin or that are a risk to the property of any person. The Owner reserves the right to immediately terminate this Agreement should such goods be discovered in the Unit;
- (d) must not store items which are irreplaceable, such as currency, jewelry, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
- (e) shall ensure that all liquids be securely stored in proper containers. The Owner reserves the right to refuse storage of inadequately-stored liquids;
- (f) will use the Unit solely for the purpose of storage and shall not carry on any business or other activity in the Unit without the written permission of the Owner;
- (g) must maintain the Unit by ensuring it is clean and in a state of good repair otherwise a cleaning fee may be deducted from the Storer's deposit and/or an additional cleaning fee may be levied;
- (h) must not attach nails, screws etc to any part of the Unit or physically alter it in any way OR must not damage or alter the Unit without the Owner's consent; in the event of uncleanliness of or damage to the Unit or Facility, the Owner will be entitled to bill the Storer to the value of the cleaning and/or repairs required. Should the cleaning and/or repairs exceed the Deposit (if any), the Owner shall be entitled to seek full reimbursement from the Storer to the value of the cleaning and/or repairs required;
- (i) cannot assign this Agreement with the prior written consent of the Owner;
- (j) must give notice to the Owner in writing of the change of address or email address of the Storer or the Alternate Contact Person within 48 hours of any change;
- (k) grants the Owner entitlement to discuss any default by the Storer with the Alternate Contact Person registered on the front of this Agreement.

8. The Owner may refuse access to the Unit by the Storer where moneys are owing by the Storer to the Owner, whether or not a formal demand for payment of such moneys has been made.

9. The Owner reserves the right to relocate the Storer to another Unit under certain circumstances.

10. No oral statements made by the Owner or its employees shall form part of this Agreement, and no failure or delay by the Owner to exercise its rights hereunder will operate to waive those rights.

RISK AND RESPONSIBILITY:

11. The goods are stored at the sole risk and responsibility of the Storer, who shall be responsible for any and all 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, heat, spillage of material from any walkway and/or any other Unit, pest or vermin, removal or delivery of the goods, or any other reason whatsoever including acts or omissions, negligent deliberate or otherwise, of the Owner or persons under its control.

12. 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, third parties resulting from or incidental to the use of the Unit by the Storer, including the storage of goods in the Unit.

13. The Storer acknowledges and agrees to comply with all relevant laws, including all Acts and Ordinances, Regulations, By-laws, and Orders, as are or may be applicable to the use of the Unit. 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.

14. If the Owner has reason to believe that the Storer is not complying with all relevant laws, the Owner may take any action the Owner believes to be necessary to so comply, including the action outlined in Clauses 16 & 18, 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 Owner may take

such action at any time even though the Owner could have acted earlier.

INSPECTION AND ENTRY BY THE OWNER:

15. Subject to Clause 16, the Storer consents to inspection and entry of the Unit by the Owner, provided that the Owner gives 7 days written notice.

16. In the event of an emergency, that is where property, the environment or human life is, in the opinion of the Owner, threatened, the Owner may enter the Unit using all necessary force without the written consent of the Storer, but the Owner shall notify the Storer as soon as practicable. The Storer consents to such entry.

NOTICE:

17. Notices will usually be given in writing and left at, or posted to, or faxed/mailed to the address of the Storer or the Owner. The Storer may also give notice over the phone by first providing their registered password (if any). In the event of not being able to contact the Storer, notice is deemed to have been given to the Storer by the Owner if the Owner serves that notice on the Alternate Contact Person as identified on the front of this Agreement, or has sent notices to the last notified address of the Storer or Alternative Contact Person.

TERMINATION:

18. Once the initial fixed period of storage has ended, either party may terminate this Agreement by giving the other party notice as indicated on the front of this Agreement. In the event of illegal or environmentally harmful activities on the part of the Storer, the Owner may terminate the Agreement without notice. The Owner is entitled to retain a portion of the Deposit (if any) if less than the requisite notice is given by the Storer. Upon termination the Storer must remove all goods in the Unit and leave the Unit in a clean condition and in a good state of repair to the satisfaction of the Owner on the date specified. The Storer must pay any outstanding monies and any expenses on default or other monies owed to the Owner up to the date of termination, or Clause 6 may apply. Any calculation of the outstanding fees will be by the Owner and such calculation will be final. If the Owner enters the Unit for any reason and there are no goods stored therein, the Owner may terminate the Agreement without giving prior notice, but the Owner will send notice to the Storer in writing within 7 days.

19. The Parties' liability for outstanding moneys, property damage, personal injury, environmental damage and legal responsibility under this Agreement continues to run beyond the termination of this Agreement.

TRADE PRACTICES ACT

20. The Storer:-

- (a) agrees that the terms of this document constitute the whole contract with the Owner and that, in entering this contract, the Storer relies upon no representations other than those contained in this Agreement;
- (b) acknowledges that s/he 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 incorporated into the terms of this Agreement.

21. (a) Any damages, whether for physical or economic loss, which the Owner is liable to pay the Storer pursuant to this Agreement or performance of this Agreement (including damages for negligence or damages for consequential loss) are limited in all cases other than cases of damage relating to the provision of services of a kind ordinarily acquired for personal, domestic or household use or consumption to :

- i. the further supply of storage equivalent to that undertaken by the Owner as set out in the terms and conditions of this Agreement; or
- ii. the payment of the cost for further storage equivalent to that undertaken by the Owner under the terms and conditions of this Agreement; or
- iii. the payment of the cost of further supply of storage equivalent to that undertaken by the Owner under the terms and conditions of this Agreement.

(b) The Storer specifically acknowledges that s/he is aware of the limitation of liability set out in Clause 21 (a) above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the Owner's liability is a reasonable one.

MEDIATION OF DISPUTES

22. 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 party's notice of dispute, by a person appointed by the Chair of LEADR, ACN008 651 232, Level 9, 15-17 Young Street, Sydney; phone: 02 9251 3366, fax: 02 9251 3733, email: leadr@leadr.com.au, or the Chair's designated representative. The LEADR Mediation Rules shall apply to the mediation. In the event of Arbitration or Litigation between 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.