

WIDEBAY CONTAINER SALES & HIRE

ABN 12 909 378 789

17 Brahminy Court
Riverheads, Qld 4655

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TERMS & CONDITIONS OF STORAGE

TERMS AND CONDITIONS OF STORAGE dated _____ day of _____ 2023

BETWEEN **WIDE BAY CONTAINER SALES & HIRE** (ABN 129 0937 8789) of 17 Brahminy Court, Riverheads Qld 4655 ("**Storage Provider**")

AND _____ of _____ ("**Storer**")

WHAT THIS DOCUMENT DOES

This document sets out the terms and conditions of an agreement (this "**Agreement**") with you (the "**Storer**") in respect of goods ("**Goods**") stored by you with the Storage Provider in the container ("**Container**").

STORAGE:

1. The Storer:

- (a) may store the Goods in the Container made available by the Storage Provider and only in that Container;
- (b) is deemed to have knowledge of and control over the Goods stored in the Container;
- (c) warrants that they are the owner of the Goods, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

2. The Storage Provider:

- (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 Storage Provider does not take possession of the Goods or exercise any control over the Goods at any time.

PAYMENT:

3. The Storer is responsible to pay:

- (a) the storage fee being the amount notified to the Storer by the Storage Provider 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 Storage Provider on time, and in full, throughout the period of the storage agreement and any extension of the

Signed by the Storer: _____

Signed by the Storage Provider: _____

Dated: _____

Dated: _____

period of the Agreement from time to time whether express or implied by agreement or at law. The Storage Provider may increase the storage fee from time to time after commencement of any initial period of storage. The Storage Provider will give the Storer 14 days' notice prior to any increase of storage fee. If the Storer does not agree to pay the increased fee, the Storer may terminate this Agreement as at the date of the proposed increase and must remove all Goods from the Container on or before the end date of the storage period, failing which the increased fee will be payable on and from the end of the storage period at a daily rate on a pro rata basis until the Goods are removed;

- (b) any cleaning fee, as notified to the Storer upon removal of the Goods from the Container;
- (c) any late payment fee, as notified to the Storer, which becomes payable each time a payment is late;
- (d) any reasonable costs incurred by the Storage Provider in collecting late or unpaid storage fees, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel and/or default action costs.

DEFAULT:

- 4. The Storer acknowledges that, in the event of the storage fee, or any other moneys owing under this Agreement, not being paid in full within 42 days of the due date, the Storage Provider may enter the Container, by force or otherwise, retain the deposit and/or sell or dispose of any Goods on such terms that the Storage Provider may determine ("**Default Action**");
- 5. For the purposes of the *Personal Property Securities Act 2009*, the Storage Provider is deemed to be in possession of the Goods and/or the Container from the moment the Storage Provider accesses the Container pursuant to Clause 4. herein;
- 6. The Storer consents to and authorises the sale or disposal of all Goods regardless of their nature or value;
- 7. The Storage Provider may also require payment of default action costs, including any costs associated with accessing the Container and disposal or sale of the Goods. Any excess funds will be returned to the Storer within 3 months of the sale of the Goods to the extent the Storer is able to be located; and
- 8. Provided always that at least 14 days before the Storage Provider can commence any Default Action it will provide the Storer with notice that the Storer is in default. The Storage Provider will provide the Storer thereafter with a further 7 days from the expiration of the first notice period of 14 days to rectify the default before Default Action is taken as set out in Clause 4. herein.

Signed by the Storer: _____

Signed by the Storage Provider: _____

Dated:

Dated:

RIGHT TO DUMP:

- 9. If, in the reasonable opinion of the Storage Provider, a defaulting Storer's Goods are not saleable, fail to sell when offered for sale, may pose a health risk to staff or the public if handled, or are not of sufficient value to warrant the expense of attempting to sell, the Storage Provider may dispose of all Goods by any means it deems fit.

- 10. Upon termination of this Agreement by either the Storer or the Storage Provider, in the event that a Storer fails to remove all Goods from the Storage Provider's facility the Storage Provider is authorised to dispose of all Goods and/or the Container by any means after 7 days from the termination date, regardless of the nature or value of the Goods. The Storage Provider will give at least 7 days' notice of intended disposal.

- 11. Any items left unattended in common areas or outside the Container at any time may at the Storage Provider's discretion be sold, disposed of, moved or dumped immediately and at the expense and liability of the Storer.

ACCESS AND CONDITIONS:

12. The Storer:

- (a) has the right to access the Storage Providers facility during access hours as posted by the Storage Provider and subject to the terms and conditions of this Agreement;

- (b) will be solely responsible for the securing of the Container and must so secure the Container at all times when the Storer is not in the Container in a manner acceptable to the Storage Provider, and where applicable will secure the external gates and/or doors of the Storage Provider's facility at all times. The Storer is not permitted to apply a padlock to the Container in the Storage Provider's overlocking position, and the Storage Provider may have any such padlock forcefully cut off at the Storer's expense;

- (c) 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;

- (d) must not store items which are irreplaceable, such as currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;

- (e) must use the Container solely for the purpose of storage and must not carry on any business or other activity in or from the Container;

- (f) must not attach nails, screws etc to any part of the Container and must maintain the Container by ensuring it is clean and in a state of good repair and must not damage

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or alter the Container without the Storage Provider's written consent; in the event of uncleanliness of or damage to the Container or the Storage Provider's facility the Storage Provider will be entitled to retain the Storer's deposit, charge a cleaning fee, and/or receive full reimbursement from the Storer to the value of the repairs and/or cleaning required; and

(g) cannot assign this Agreement.

13. The Storage Provider may at any time refuse access to the Container and/or the Storage Provider's facility by the Storer where outstanding moneys are owed by the Storer to the Storage Provider.

14. The Storage Provider is not liable for any loss or damages suffered by the Storer resulting from an inability to access the Storage Provider's facility or the Container.

15. The Storage Provider reserves the right to relocate the Storer to another similar Container or facility should it become necessary in the course of its operational requirements from time to time.

16. The Storage Provider may dispose of the Goods in the event that the Goods are damaged due to fire, flood or other event that has rendered the Goods, in the reasonable opinion of the Storage Provider, severely damaged, of no commercial value, or dangerous to the Storage Provider's facility, any persons, or other storers and/or their goods. Where practicable, the Storage Provider will provide the Storer with reasonable notice and an opportunity to review the Goods, before the Goods are disposed of.

17. The Storer:

(a) agrees that the terms of this document constitute the whole contract with the Storage Provider and that, in entering into this contract, the Storer relies upon no representations, oral or otherwise, other than those contained in this Agreement;

(b) acknowledges that it has raised all queries relevant to its decision to enter into this Agreement with the Storage Provider and that the Storage Provider has, prior to the Storer entering into this Agreement, answered all such queries to the satisfaction of the Storer;

(c) acknowledges that any matters resulting from such queries have, to the extent required by the Storer and agreed to by the Storage Provider, been reduced to writing and incorporated into the terms of this Agreement; and

Signed by the Storer: _____

Signed by the Storage Provider: _____

Dated:

Dated:

(d) acknowledges that no failure or delay by the Storage Provider to exercise its rights under this Agreement will operate to waive those rights in any way and all of its rights under the terms of this Agreement are reserved.

RISK AND RESPONSIBILITY:

- 18.** To the extent permitted by law, the Goods are stored at the sole risk and responsibility of the Storer who is responsible for any and all theft, damage to, and deterioration of the Goods stored in the Container, and bears 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.
- 19.** Where loss, damage or injury is caused by the Storer, the Storer's actions or the Goods, the Storer agrees to indemnify and keep indemnified the Storage Provider from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the Storage Provider's facility, the Storage Provider or third parties, resulting from or incidental to the use of the Container by the Storer, including but not limited to the storage of the Goods in the Container, the Goods themselves and/or accessing the Storage Provider's facility.
- 20.** The Storer 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 Container. This includes laws relating to the material which is stored, and the manner in which it is stored.
- 21.** If the Storage Provider reasonably believes that the Storer is not complying with any relevant laws the Storage Provider may take any action the Storage Provider reasonably believes to be necessary, including 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, including where in the Storage Provider reasonable opinion the Storer is engaging in illegal activity in relation to the storage of the Goods.

INSPECTION AND ENTRY BY THE STORAGE PROVIDER:

- 22.** Subject to clause 21 the Storer consents to inspection and entry of the Container by the Storage Provider provided that the Storage Provider provides at least 7 days written notice of its intention to enter the Container.
- 23.** In the event of an emergency, that is where the Storage Provider is obliged to do so by law or in the event that property, the environment or human life is, in the reasonable opinion of the Storage Provider, threatened, the Storage Provider may enter the Container using all necessary force without the consent of the Storer. The

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Storage Provider must thereafter notify the Storer as soon as practicable of its entry into the Container.

TERMINATION:

- 24.** Once the initial period of storage has ended, either party may terminate this Agreement by giving the other party 30 days' notice of termination. In the event of non-payment of storage costs on due date or illegal or environmentally harmful activities on the part of the Storer the Storage Provider may terminate this Agreement forthwith. The Storage Provider 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 before the close of business on the termination date and leave the Container in a clean condition and in a good state of repair to the satisfaction of the Storage Provider. In the event that Goods are left in the Container after the termination date clause 9 will apply. The Storer must pay any outstanding storage fees and any expenses on default or any other moneys owed to the Storage Provider up to the termination date, and clauses 6, 7 and 8 may apply. Any calculation of the outstanding fees will be by the Storage Provider.
- 25.** The Storer's liability for any outstanding moneys, property damage, personal injury, environmental damage and its legal responsibility under this Agreement survives beyond the termination of this Agreement.

SEVERANCE:

- 26.** 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 will be severed or read down, but so as to maintain (as far as possible) all other terms of this Agreement.

NOT LIABLE:

- 27.** Subject to Clause 27(a), the Storage Provider is not liable for any indirect, economic, special or consequential loss or damage of any nature or kind whatsoever that the Storer may suffer or incur from or in connection with the storage of the Goods or this Agreement and, for completeness, the Storer is at all times required to make its own arrangements for insurance cover for the Goods stored in the Container.
- (a) Some legislation including the Australian Consumer Law provides rights to the Storer which cannot be excluded or modified. Notwithstanding anything herein contained, these terms and conditions are subject to all such non-excludable provisions including those in the Australian Consumer Law.

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NOTICE:

28. Notice is deemed to have been given to the Storer by the Storage Provider if the Storage Provider has sent notice to the Storer’s last notified address or has sent notice via any other contact method, including by SMS or email to the Storer without any electronic “bounce back” or similar notification and in this regard it is the responsibility of the Storer to maintain its current contact details with the Storage Provider.

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