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TRADING NAME TRADING AS - ABN

## MANAGED SELF STORAGE AGREEMENT®

Managed Agreement Number



**STORER DETAILS** Company Name: ..... ACN: ..... or

(Individual) Ms / Mrs / Mr First Name: ..... Surname: .....

Home/Business Address: ..... Postcode: .....

Postal Address: ..... Postcode: .....

Phone Nos Home: ..... Work: ..... Mobile: .....

Email: ..... ☐ I.D. Copied

☐ I consent to receiving correspondence (including Notices) from this Facility electronically (including email or SMS)

*It is your obligation to update your above details if they change*

**ALTERNATE CONTACT PERSON** Ms / Mrs / Mr First Name: ..... Surname: .....

Home Address: ..... Postcode: .....

Phone Nos Home: ..... Mobile: .....

Email: .....

**Please advise us immediately if your address or contact numbers or those of your alternate person change**

☐ Cross this box if you **DO NOT** want to be contacted by this business for promotion or feedback after this contract expires

**Marketing Source** YP - REF - PAS - PREV  
GOOGLE - OTHER INT. - OTH .....  
**Customer** RES - BUS - NP

**STORAGE DETAILS** ..... Space #: .....

Storage Period From: ..... To: ..... and then extended automatically until ..... days notice is given by either party.

### STORAGE COSTS (Payable on the date of commencement)

Deposit: \$.....

Storage Fee: \$..... per week / fortnight / Calendar month

Cleaning Fee: \$.....

Administration Fee: \$.....

Late Payment Fee: \$..... applied ..... days after due dates

Fee for any cheque returned unpaid \$..... plus Bank Fee

*All Fees include GST, except the Deposit and Late Fee*

### PLEASE READ CONDITIONS OVERLEAF CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM

I agree to be bound by the conditions of this Agreement as shown overleaf.

Storer's Signature: .....

Date of this Agreement ..... day of ..... 20.....

**Accepted by Facility Owner** – Signed for/on behalf of Facility Owner

### STORER CHECK CONSENT

By applying for storage with this Facility I consent to the undertaking a search of my details against the Storer Check Pty Ltd database, and to my details and personal information being released to Storer Check Pty Ltd pursuant to the Personal Information Document and the terms and conditions set out at [www.storercheck.com](http://www.storercheck.com). **(CROSS OUT IF NO CONSENT GIVEN)**

### MAIN POINTS (SEE OVER)

- All payments are to be made in advance by you (the Storer).
- Goods are stored at your own risk. **We recommend that you take out insurance cover.**
- To the extent permitted by law, the Facility Owner ("FO") is excluded from liability for the loss of any goods stored on its premises.
- You must not store hazards dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods.
- You must also not store goods that are irreplaceable, and/or currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value.
- The Space will only be accessible during set access hours as posted by the FO.
- ..... days notice must be given for termination of this agreement.
- The Storer must notify the FO of all changes of address, e-mail and contact telephone numbers.
- If you fail to comply with material terms in this agreement the FO will have certain rights which include forfeiture of your Deposit and the right to seize and sell and/or dispose of and/or redeliver to your last advised address your Goods **(see clause 6)**.
- The FO has the right to refuse access if all fees are not paid promptly **(see clause 11)**.
- The FO has the right to enter the Space in certain circumstances **(see clauses 6, 13, 15, 20, 21 & 23)**.

**I acknowledge that these main points have been drawn to my attention**

Storer's Signature: .....

**I accept/decline insurance of my/our goods**

Storer's Signature: .....

## CONDITIONS OF MANAGED AGREEMENT

### STORAGE:

1. The Storer:

- a) may store Goods in the Space allocated to the Storer by the Facility Owner ("FO"), and only in that Space;
- b) is deemed to have knowledge of the Goods in the Space;
- c) warrants that they are the owner of the Goods in the Space, and/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

2. The FO :

- a) is a bailee of the Goods (which includes all Goods stored in the Space at any given time) and
- b) has a general lien over all Goods until the FO receives payment of any sum due to it. If the FO does not receive payment within 6 month after payment is due, the FO may, subject to the PPSA and other terms of this Agreement including Clause 6, sell the Goods by public auction or private treaty, and/or return the Goods to the Storer's last known address ("Redeliver"), and/or dispose of the Goods.

### FEES, COST AND EXPENSES:

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

- a) the Deposit (which , when applicable, reasonable endeavours will be used to refund by cheque within 30 days of termination of this Agreement) and/or (b) the Administration Fee.

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 by the FO from time to time. The Storage Fee is payable in advance and it is the Storer's responsibility to ensure that payment is made directly to the FO on time, and in full, throughout the period of storage. Any Storage Fees paid by direct deposit/ direct credit will not be credited to Storer's account unless the Storer identifies the deposit clearly and as directed by the FO. The FO is indemnified from any claim for enforcement of the Agreement due to the Storer's failure to identify a deposit, including the sale of Goods.
- b) the Cleaning Fee, as indicated on the front on this Agreement, is payable at the FO's reasonable discretion.
- c) a Late Payment Fee, as indicated on the front of this Agreement, which becomes payable each time a payment is late.
- d) any costs or expenses incurred by the FO in collecting late or unpaid Storage Fees, maintaining the Goods, selling the Goods in enforcement of lien, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, advertising, personnel and/or the default action (including legal costs on client/solicitor basis) costs.

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 23, and subject to clause 6 b), the Storer acknowledges that, in the event of the Storage Fee, Costs, Expenses or any other moneys owing under this Agreement, not being paid in full within six (6) months of the due date, the FO may enter the Space, by force or otherwise, retain the Deposit, redeliver the Goods to the last advised address of the Storer, and/or sell or dispose of any Goods in the Space on such terms that the FO may determine ("Default Action"). The FO may also require payment of default action Costs, including any Costs or Expenses associated with accessing the Storer's Space, maintaining the Goods, redelivery of the Goods, disposal and/or sale of the Storer's Goods. In the event that the Storer has more than one Space, default on any Space authorises the FO to take Default Action against all Spaces. Any excess funds will be returned to the Storer within 6 months of the sale of goods. In the event that the Storer cannot be located, excess funds will be deposited with the Public Trustee or equivalent authority.

b). At least 14 days before the FO can take any Default Action the FO will provide the Storer with Notice that the Storer is in Default. The FO will provide the Storer with reasonable time to rectify the Default before any Default Action is taken.

### RIGHT TO DUMP:

7. If, in the reasonable opinion of the FO a defaulting Storer's Goods are either 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 FO may dispose of all Goods in the Storer's Space by any means.

8. Further, upon Termination of the Agreement (Clause 23) by either the Storer or the FO, in the event that a Storer fails to remove all Goods from their Space or the Facility the FO is authorised to dispose of all Goods by any means 7 days from the Termination Date, regardless of the nature or value of the Goods. The FO will give 7 days' notice of intended disposal.

9. Any items left unattended in common areas or outside the Storer's Space at any time may, at the FO's reasonable discretion be sold, disposed, moved or dumped immediately and at the expense and liability of the Storer.

### ACCESS AND CONDITIONS:

10. The Storer:

- a) has the right to access their Goods during Access Hours as posted by the FO and subject to the terms of this Agreement;
- b) must not store any Goods that are dangerous, hazardous, illegal, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;
- c) the Storer must not store items which are irreplaceable, and/or currency, jewellery, furs, deeds, paintings, curios, works of art and items of personal sentimental value;
- d) will use the Space solely for the purpose of storage and shall not carry on any business or other activity in the Space;
- e) must not attach nails, screws etc. to any part of the Space and must maintain the Space by ensuring it is clean and in a state of good repair and must not damage or alter the Space without the FO's consent; in the event of uncleanness of or damage to the Space or Facility the FO will be entitled to retain the Storer's deposit, charge a cleaning fee, and/or full reimbursement from the Storer to the value of the repairs required;
- f) cannot assign this Agreement;
- g) must give Notice to the FO in writing of the change of address, phone numbers or email of the Storer or the Alternate Contact Person ("ACP") within 48 hours of any change;
- h) grants the FO entitlement to discuss any default by and any information it holds regarding the Storer with the ACP registered on the front of this Agreement;
- i) must not apply a padlock to their Space to which the FO does not have a key or the ability to unlock. Any such lock will be forcefully removed at the Storer's expense;
- j) is solely responsible for determining whether the Space is appropriate and suitable for the Storer's Goods, having specific consideration for the size, nature and condition of the Space and the Goods.

11. In addition to clause 6, the FO may refuse access to the Space by the Storer where money is owing by the Storer to the FO, whether or not a formal demand for payment of such money has been made.

12. The FO will not be liable for any loss or damaged suffered by the Storer resulting from any inability to access the Facility or the Space.

13. The FO may dispose of the Storer's Goods in the event that Goods are damaged due to fire, food or other event that has rendered Goods, in the reasonable opinion of the FO, severely damaged or dangerous to the Facility, any persons, or other Storer's and/or their Goods. The FO does not need the prior approval of the Storer to take this action but will send Notice to the Storer within 7 days of taking this action. Where practicable, the FO will provide the Storer with reasonable Notice and an opportunity to review the Goods before the Goods are disposed of..

14. The Storer acknowledges that it has raised all queries relevant to its decision to enter this agreement with the FO and that the FO 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 FO, been reduced to writing and incorporated into the terms of this Agreement.

15. The FO reserves the right to relocate the Storer to another Space under certain circumstances, including but not limited to unforeseen extraordinary events or redevelopment of the Facility.

16. No failure or delay by the FO to exercise its rights under this Agreement will operate to waive those rights.

### RISK AND RESPONSIBILITY:

17. The FO's services come with non-excludable guarantees under consumer protection law, including that they will be provided with due care and skill. Otherwise, to the extent permitted by law, 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, mildew, heat, spillage of material from any other space, removal or delivery of the Goods, pest or vermin or any other reason whatsoever.

18. Where loss, damage or injury is caused by the Storer, the Storer's actions or the Storer's Goods, the Storer agrees to indemnify and keep indemnified the FO from all claims for any loss of or damage to the property of, or personal injury to or death of the Storer, the Facility, the FO or third parties resulting from or incidental to the use of the Space by the Storer, including but not limited to the Storage of Goods in the Space, the Goods themselves and/or accessing the Facility

19. Certain laws may apply to the storage of goods including criminal, bankruptcy, liquidation and others. The Storer acknowledges and 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 Space. 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.

20. If the FO has reasonable belief that the Storer is not complying with all relevant laws the FO may take any action the FO believes to be necessary, including but not limited to the action outlined in clauses 21 and 23, 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 FO may take such action at any time even though the FO could have acted earlier.

### INSPECTION AND ENTRY BY THE FO:

21. The Storer acknowledges that the FO has the right to access the Space and may access the Space for any purpose, including the deposit or retrieval of Goods on the Storer's specific, general or implied instructions, in the event of emergency, (that is where property, the environment or human life is, in the reasonable opinion of the FO, threatened), to allow inspection or seizure by relevant authorities, for the purpose of general inspection of the Space or the Goods, or any other purpose the FO believes necessary for the enforcement of this Agreement or the operation of the Facility.

### NOTICE:

22. Notice will usually be given by email or SMS, or otherwise will be left at, or posted to the address of the Storer. In relation to the giving of Notice by the Storer to the FO, Notices must actually be received to be valid. In the event of not being able to contact the Storer, Notice is deemed to have been given to the Storer by the FO if the FO has sent Notice to the last notified address or has sent Notice via any other contact method, including by SMS or email to the Storer or the ACP without any electronic 'bounce back' or similar notification. In the event that 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. Further, the Storer and the FO agree that the FO may but is not obliged to give notice of any proposed sale in enforcement of a lien arising in relation to this Agreement in a newspaper distributed throughout the state and/ or nationally and may include the Storer's name for this purpose.

### TERMINATION:

23. 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 FO may terminate the Agreement without giving prior Notice. The FO is entitled to retain a portion of the Deposit if less than the requisite Notice is given by the Storer. Upon termination the Storer must remove all goods in the Space and leave the Space in a clean condition and in a good state of repair to the satisfaction of the FO on the date specified. The Storer must pay any outstanding money and any expenses on default or other money owed to the FO up to the date of termination, or Clauses 6, 7 and/or 8 may apply. Any calculation of the outstanding Fees will be by the FO. If the FO enters the Space for any reason and there are no Goods stored therein, the FO may terminate the Agreement without giving prior Notice, but the FO will send Notice to the Storer in writing within 7 days.

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

### PERSONAL PROPERTY SECURITIES:

25. In this clause "PPSA" means the Personal Property Securities Act 2009 and any Regulations as amended from time to time. For the purposes of this Agreement the terms used in clauses 16, 17, 18, 19 and 20 have the same meaning as contained in the PPSA.

26. The FO's lien over the Goods constitutes a security interest for the purposes of the PPSA and this Agreement is a Security Agreement. The Storer must, at its cost and immediately upon the FO's request;

a) do all things reasonably required (including execution of documents) to ensure the FO has a continuously perfected security interest (as defined in the PPSA) created in the Goods pursuant to this Agreement. This includes, but is not limited to: (i) providing details of any item of collateral sufficient to complete registration of the security interest in accordance with the requirements of the PPSA; (ii) enabling the FO to apply for registration of or give any notification in relation to the security interest; (iii) enabling the FO to exercise rights in relation to the security interest;

b) procure form any person considered by the FO to be relevant to its security position, such agreements and waivers as the FO may at any time require to ensure the FO attains the highest ranking security possible in respect of the security interest;

c) not claim nor exert any right of possession over the Goods in any manner contrary to the FO's lien or right to possession of the Goods

27. Where permitted by the PPSA:

a) the Storer waives any right to receive the notifications, verifications, disclosures or other documentation specified under sections 95, 118, 121(4), 130, 132,(3)(d), 132(4), 135 and 157 of the PPSA.

b) the FO and Storer agree to contract out of and nothing in the provisions of sections 96, 125, 129, 142 and 143 of the PPSA shall apply to this Agreement.

28. To the extent permitted by the PPSA:

a) the provisions of Chapter 4 of the PPSA which are for the benefit of the Storer or which place obligations on the FO will apply only to the extent that are mandatory or the FO agrees to their application in writing;

b) where the FO has rights in addition to those in Chapter 4 of the PPSA, those rights will continue to apply.

29. The Storer hereby consents and appoints the FO to be an interested person and the Storer's authorised representative for the purposes of section 275(9) of the PPSA.

30. The Storer agrees not to register a security interest over the FO.

### SEVERANCE:

31. 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 the Agreement.