

Background

This Agreement outlines the terms and conditions of self storage at this Facility, where We licence Spaces to customers (Storers) for the purpose of storing Goods. As a business, We must abide by various laws and regulations and by extension, this Agreement requires that You also comply with all applicable laws. This Agreement also helps maximise the safety of Our Storers and the security of the Facility.

Operative part

1. Definitions and interpretation

In this Agreement, unless the context requires otherwise:

1.1 Definitions

"Account" means Your account with Us in respect of this Agreement (a)

"ACP" means Alternative Contact Person. (b)

"Agreement" means this standard self storage licence agreement, (c) including the Schedule, the operative part, the Privacy Policy and any applicable Specific Terms.

"Alternative Contact Person" or "ACP" means the alternative contact person that You specify in the Schedule.

"Associate" means the ACP, Your agent and/or any third party:

- (a) who enters the Space (or the Facility) at Your request, invitation or direction; or
- (b) whose entry to the Space (or the Facility) was facilitated by any of Our acts or omissions, including, but not limited to, the provision of a key, access card, codes or Bluetooth-enabled device; or
- (c) who gains unauthorised entry to the Space (or the Facility) due to the Space (or Facility) being left unsecured, either deliberately or negligently, by You.

"Australian Consumer Law" means the Australian Consumer Law which is contained in the *Competition and Consumer Act 2010* (Cth).

"Bluetooth" means a short-range wireless technology standard that is used for exchanging data between fixed and mobile devices over short distances.

"CCTV" means any type of visual surveillance device used for security purposes, including cameras that relay to a screen or monitor, and usually results in recordings. For the purpose of this Agreement, this incorporates any other surveillance and recording technology operated for safety and security purposes.

"Default" means a material breach of this Agreement by You.

"Default Action" means any of the actions described in clause 13 (Consequences of Default).

"Default Action Costs" means the reasonable costs of enforcing this Agreement due to Your Default such as, without limitation, the costs of:

- (a) inspecting the Space;
- (b) conducting an inventory of Goods;
- (c) the sale or disposal of Goods;
- (d) cleaning the Space;
- (e) recovering any overdue Fees and other amounts due, including costs of debt collection services;
- (f) postage and/or courier; and/or
- (g) any other action required or permitted under this Agreement (including the giving of a notice to You).

"Direct Debit" means an automatic recurring payment of the Storage Fees debited by Us from Your nominated bank account, debit or credit card on Your Scheduled Payment Date or as otherwise agreed.

"Facial Identification" refers to 'one-to-many' matching and involves determining whether a face matches any biometric template in a database.

"Facial Recognition Technology" or "FRT" involves the collection of a digital image of an individual's face and the extraction of their distinct features into a biometric template. The biometric template is then compared against one or more pre-extracted biometric templates for the purpose of Facial Verification or Facial Identification. (a)

"Facial Verification" refers to 'one-to-one' matching and involves (b) determining whether a face matches a single biometric template. (c)

"Facility" means the self storage facility location specified in the (d) Schedule and comprised of the premises owned or controlled by Us (e) including the land, buildings and any fixtures. (f)

"Facility Rules" means the rules of conduct, any operational rules (g) and occupational health and safety procedures at the Facility as published on Our website and/or displayed at Our place of business.

"Fees" means, collectively, the fees described in clause 3.

"Fixed Period" means either:

- (a) the fixed storage period specified in the Schedule; or
- (b) where no such period is specified, the minimum storage period of thirty (30) days,

commencing on the date of this Agreement.

"Goods" means the goods that are being stored by You and which are subject to this Agreement.

"GST" means any goods and services tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"Indemnified Party" means Us and Our directors, employees, contractors, subcontractors and agents.

"Late Payment Fee" means the late payment fee and accrual set out in the Schedule.

"Other Fees" includes any of the fees (whether for administration of Your Account, cleaning, pest control or emergency or security service call-out caused by You or Your Associate) set out in the Schedule, Default Action Costs and/or any other fees reflecting costs which:

are incurred by Us:
We reasonably determine are chargeable to You; and
We advise to You in writing.

"Permitted Use" means storage of Goods and/or other use, subject to and compliant with all applicable laws, for which We have given You express prior written approval.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database) that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion or as otherwise defined in the *Privacy Act 1988* (Cth).

"PPSA" means the *Personal Property Securities Act 2009* (Cth).

"Privacy Collection Statement" means Our Privacy Collection Statement as published on Our website and displayed at Our place of business.

"Privacy Policy" means Our Privacy Policy published on Our website and/or displayed at Our place of business.

"Prohibited Goods" includes, without limitation, goods that are hazardous, dangerous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living, or that can pose a risk to any person or property, including any lithium-ion battery or item containing a lithium-ion battery.

"Schedule" means the schedule to this Standard Self Storage Licence Agreement containing Your and Our details, among other things.

"Scheduled Payment Date" means the recurrent agreed date that the payment is due under this Agreement or as otherwise agreed by the parties in writing.

"Security Deposit" means the security deposit amount specified in the Schedule.

"Service" means any service offered by Us, including the managed storage, storage room, mobile storage, vehicle storage, shipping container and/or trailer hire services, as the case may be.

"Space" means the storage space licenced to You within the Facility under this Agreement and specified in the Schedule or any other storage space as may be subsequently allocated to You by Us in accordance with clause 20(b) (Variation).

"Specific Terms" means the specific terms applicable in respect of each relevant Service as published on Our website and/or displayed at Our place of business.

"SSAA" means the Self Storage Association of Australasia.

"Storage Fee" means the periodic storage fee specified in the Schedule or as otherwise agreed in writing.

"Storage Period" means the Fixed Period, any holding over period under clause 2(c) and/or any further period agreed by the parties in writing.

"Storer" means You.

"StorerCheck" means the database set out at <https://storercheck.com.au/> (or such other URL as may be advised by SSAA on its website from time to time).

"Termination Notice Period" means the termination notice period specified in the Schedule or, where no such period is specified, the termination notice period is thirty (30) days.

"Uncollected Goods Legislation" means:
Australian Consumer Law and Fair Trading Act 2012 (Vic);
Uncollected Goods Act 1995 (NSW);
Disposal of Uncollected Goods Act 1967 (Qld);
Unclaimed Goods Act 1987 (SA);
Disposal of Uncollected Goods Act 1970 (WA);
Uncollected Goods Act 2004 (NT); and
Uncollected Goods Act 1996 (ACT),
as applicable to the jurisdiction in which the Facility is located.

"Unforeseen Event" includes fire, flood, earthquake, storm or another event outside of any party's reasonable control adversely affecting the access to or use of the Space or any part of the Facility.

"We", "Our" and/or "Us" means the person specified in the Schedule as the Facility's operator (or any of Our successors or permitted assigns).

"You" means the person (which may be one or more persons, as applicable, and may include a natural person, body corporate (and if so, each person acting with the actual or apparent authority in respect of that body corporate), partnership or trust) specified in the Schedule as the Storer. Where You specify two (2) or more legal persons in the Schedule as the Storer, each of those persons is jointly and severally liable as a party under this Agreement.

1.2 Interpretation

- (a) the singular includes the plural and vice versa;
- (b) the meaning of general words is not limited by specific examples introduced by words like "including", "for example", "such as" or similar expressions;
- (c) a reference to any document, policy or legislation includes all amendments, consolidations or replacements (and all regulations or instruments issued under it, if any);
- (d) time limits under this Agreement (including any notice issued under this Agreement) must be strictly complied with by all parties;
- (e) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in the city in which the Facility is located;
- (f) a reference to a business day is a reference to a day on which businesses are ordinarily open for business in the city in which the Facility is located excluding Saturday, Sunday and any gazetted public holidays in that city;
- (g) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (h) each party will exercise reasonably any powers (including discretion, opinion or belief) conferred on it under this Agreement; and
- (i) a reference to "\$" or currency is to Australian dollars.

2. Grant of licence

- (a) We grant You a non-exclusive, non-sublicensable, non-transferable, revocable licence to access and use the Space during the Facility's access hours, notified by Us from time to time, in accordance with the Permitted Use during the Storage Period, upon and subject to this Agreement.
- (b) Your rights under this Agreement are contractual only and do not confer any leasehold or other interest in the Space.
- (c) If, with Our consent, You remain in possession of the Space after the Fixed Period expires, this Agreement will be deemed to continue as a monthly agreement, on the same terms and conditions but modified as applicable to a monthly agreement.
- (d) For the avoidance of doubt, You are not permitted to sub-licence, transfer or assign to any third party the licence that We grant to You under clause 2(a).

3. Fees

- (a) You must pay to Us, using a payment method accepted by Us:
 - 1. **Security Deposit:** on signing the Agreement a one-off Security Deposit (if any) the parties agree that, subject to the terms of this Agreement, We may apply the Security Deposit to any Fees due and payable to Us by You ("**Incurred Fees**") and where:
 - A. the Security Deposit is greater than the Incurred Fees, We must refund to You within thirty (30) days of finalising Your Account any balance remaining after the deduction; or
 - B. the Security Deposit is less than the Incurred Fees, We will be entitled to withhold the entire Security Deposit and You will remain liable to Us for any shortfall.
 - 2. **Storage Fee:** the Storage Fee monthly in advance (unless otherwise agreed by the parties) and by no later than the Scheduled Payment Date specified in the Schedule;
 - 3. **Late Payment Fee:** the Late Payment Fee, if any payment of the Storage Fee or any other Fee due is not made on the due date; and/or
 - 4. **Other Fees:** the Other Fees in accordance with this Agreement.
- (b) **Duties and taxes:** You must pay any government taxes, charges or duties (including any GST) payable in respect of this Agreement. A valid tax invoice will be provided to You on

request and/or issued periodically by Us to You, as the case may be.

- (c) **Direct Debit:** You must identify Your Direct Debit payment clearly and as reasonably directed by Us, so it can be correctly credited to Your Account once cleared. If You fail to identify Your payments in accordance with Our directions and Your Account is in arrears as a result, You may incur a Late Payment Fee and/or We may undertake a Default Action in accordance with this Agreement. You indemnify Us against any claim for loss, damage or expenses in connection with Our enforcement of this Agreement, including in relation to the sale or disposal of Your Goods, due to Your failure to correctly identify a Direct Debit payment.
- (d) **Fee increases:** We may increase the Storage Fee any time after the expiry of the Fixed Period but must provide at least twenty-eight (28) days' notice to You of any fee increase. If You object to the fee increase, You may, before the expiration of that twenty-eight (28) day period, terminate this Agreement and move out by giving no less than twenty-four (24) hours' notice to Us (in accordance with clause 20(b)).

4. Your obligations

You must:

- (a) use the Space in accordance with the Permitted Use only;
- (b) not conduct business, reside, sleep, loiter, party, cause nuisance or undertake any other activity in the Space or at the Facility contrary to the Permitted Use;
- (c) comply with the Facility Rules (including Our reasonable directions) and all applicable laws (including local planning laws, health and safety laws) and directions of relevant government authorities (including those that We may be required to implement);
- (d) ensure that any Goods stored in the Space are:
 - 1. dry, reasonably clean, free of vermin, mould and/or food scraps; and
 - 2. not Prohibited Goods;
- (e) keep the Space in good and clean condition, appearance and repair;
- (f) not alter the Space in any way without Our prior written consent;
- (g) promptly notify Us of any damage to the Space and/or any part of the Facility, or of any event or circumstance that poses a material risk to the Space or Facility; and
- (h) secure from unauthorised entry the Space and any of the Facility's gates or doors that You use.

5. Your warranties

You warrant that You:

- (a) own all the Goods stored in the Space and/or are entitled at law to deal with such Goods in accordance with this Agreement (including granting Us the right to dispose of the Goods in specified circumstances) and, in that capacity, You have knowledge of the Goods in the Space; and
- (b) will not store in the Space:
 - 1. any documents containing Personal Information (including sensitive information) about You or a third party;
 - 2. any irreplaceable Goods, such as currency, jewellery or precious metals (e.g. gold), furs, deeds, paintings, curios, works of art, photographs, items of personal sentimental value or which have a collective value exceeding \$1,000 (in total) unless they are itemised and covered specifically by insurance; or
 - 3. any Prohibited Goods.

6. Our warranties

We warrant to You that We have the right to grant You the licence under clause 2(a) and will facilitate Your access to the Space during the Facility's access hours (except as otherwise provided in this Agreement).

7. Your acknowledgement

You acknowledge and agree that:

- (a) the Space is approximately the size advertised;
- (b) You are solely responsible for determining whether the Space is appropriate and suitable for storing Your Goods, having regard to the size, nature and condition of Your Goods and of the Space;
- (c) We:

1. do not have, and will not be deemed to have, knowledge of the Goods in the Space;
2. are not a bailee, nor a warehouseman of, the Goods stored in the Space and do not take possession of the Goods, You retain control of, and responsibility for, the Goods (subject to Us taking possession under clause 13 (Consequences of Default)); and
3. do not provide any Goods, or Goods maintenance services, to You,

unless otherwise agreed with You and subject to the applicable Specific Terms;

- (d) You are solely responsible for evaluating the replacement value of Your Goods and purchasing and/or maintaining an appropriate level of insurance coverage in relation to Your Goods. In the event of loss or damage to Your Goods, or loss or damage caused by Your Goods, You should not assume that any insurance policies that We may have covers such loss or damage;
- (e) by requiring Us to perform any Services or by using any of Our Services, You accept the Specific Terms on which We provide those Services;
- (f) if You fail to sign and return this Agreement to Us, You may accept this Agreement by conduct (such as by verbally agreeing to its terms, storing Goods in the Space and/or paying Storage Fees) and, if so, You are legally bound by the terms of this Agreement;
- (g) the common areas at the Facility may be under continuous CCTV and audio surveillance; and
- (h) in limited circumstances such as for maintenance and repair, ID verification purposes and/or other issues, We have the right to temporarily restrict Your access to the Space without notice.

8. Damage by You and/or Your Associates

In the event the Space, the Facility, any of Our property, and/or property of any other person at the Facility, is damaged due to any of Your and/or Your Associate's acts or omissions, including storage of Prohibited Goods, We may, at our election:

- (a) direct You to remedy any such damage, including by paying compensation; and/or
- (b) repair such damage and charge You for any repairs.

9. Access, inspection and surveillance

(a) You consent to Us accessing (using all force as is reasonably necessary in the circumstances) and inspecting the Space by any means (including using a microprobe, CCTV or other camera or audio surveillance with any footage obtained from such surveillance being potentially available as evidence in any proceedings):

1. on fourteen (14) days' written notice to You (where You will have the right to be present at the inspection) for the purposes of, among others, maintenance, repair and/or relocation;
2. immediately and without notice (but with a subsequent written notice to You informing You of the event as soon as practicable) if entry is required to give effect to this Agreement or any applicable law, or We suspect there has been a breach of this Agreement or any applicable law, including but not limited to circumstances where We, acting reasonably, believe that:
 - A. Your Goods or any of Your or Your Associates' acts or omissions threaten, or may cause harm or damage, to any person, property or the environment (which may include the Space); or
 - B. it is a requirement of Our insurance policy or other similar binding requirement; or
 - C. We must report You and/or Your Associates to a relevant government authority, law enforcement agency and/or emergency services and/or allow access, inspection or seizure of Goods by relevant government authorities in compliance with applicable laws; or
 - D. an Unforeseen Event has taken place or, in Our reasonable belief, is about to take place.

(b) We agree and acknowledge that:

1. any CCTV and security recording system that We utilise, including Facial Recognition Technology,

2. the system will be operated fairly, within applicable law, and only for the purposes to which it is established; and
3. the presence of CCTV on Facility premises will be brought to the notice of You and the general public by prominent and appropriate signage.

(c) CCTV images recorded at the Facility are stored digitally. All recorded material will be treated as confidential and, if the recordings contain Personal Information, this information will be managed in accordance with our Privacy Policy.

10. Goods handling equipment

We may make walking stackers, trolleys and other Goods-handling equipment available at the Facility to assist You, however, You may only use such equipment if You:

- (a) are experienced with the particular equipment, know how to use it safely, and use it safely;
- (b) comply with any applicable health and safety regulations, instructions and/or Our directions for use for that equipment; and
- (c) accept liability for any damage or injury arising from Your or Your Associate's use of such equipment at the Facility.

11. Australian Consumer Law

The Australian Consumer Law applies to this Agreement and provides You with rights that are not excluded, restricted or modified by this Agreement. Any provision of this Agreement is subject to the specific protections and guarantees in the Australian Consumer Law.

12. Liability and risk

(a) Subject to clause 11 (Australian Consumer Law), any applicable law (including conditions, warranties or guarantees which cannot be excluded, such as the consumer guarantees provided under Division 1 of Part 3-2 of the Australian Consumer Law), and the provisions of this clause 12, You:

1. access and use the Space (including storing Goods in the Space) at Your own risk;
2. bear the risk of theft of Your Goods from the Space and of any damage, deterioration and/or destruction to Your Goods caused by, among others:
 - A. any Unforeseen Event (including flood, fire, leakage or overflow of water);
 - B. mildew, mould, or temperature fluctuations;
 - C. transportation (including delivery and removal) of the Goods;
 - D. infestations (including pest or vermin); and/or
 - E. spillage of material from any other storage space caused by other users of the Facility;
3. must indemnify and hold harmless the Indemnified Party in respect of any loss, damage, or injury (as applicable) to the Space, Facility, Us, and/or any third party, where such loss, damage, or injury is caused by Your or Your Associate's wilful misconduct, negligent omission, fraud or criminal conduct and/or the storage of Prohibited Goods; and
4. release Us from all claims and liability arising from any loss, damage or injury occurring in the Space or the Facility or in connection with Your use of the Space; and, in any event, if it is determined that We are liable to You, Our liability is capped at:
 - A. if the loss, damage or injury relates to Goods or property, \$1,000; or
 - B. otherwise, the amount which is the greater of:
 - i. the Storage Fees You paid Us under this Agreement within six (6) months of the date of the event giving rise to the liability; and
 - ii. \$5,000.

(b) Clause 12(a) does not apply to the extent any risk, liability, damage, or injury is caused by any of Our (and/or any of Our Indemnified Party's) negligence, wilful misconduct, fraud or criminal conduct,