
TERMS & CONDITIONS OF AGREEMENT FOR STORAGE WITH “STORAGE FOR STUDENTS”

Please read & the following Terms & Conditions to confirm the Storer's order with Storage for Students.

Our Customers will be requested to Agree to these by the time of Collection.

1. Storage Services

(a) Storage Services shall include the storage of the Storer's possessions at a storage facility chosen at the sole discretion of Storage for Students. The Storer shall present labelled packages & personal goods to movers at the agreed time & date of Collection. Storage for Students shall transport these goods to an appropriate storage location chosen at the sole discretion of Storage for Students. Storage for Students will store the student's items until the date the Storer advises the date of return delivery of their items.

2. The Storer:

(a) is deemed to have knowledge of the Goods stored with “Storage for Students”;
(b) warrants that they are the lawful owner of the Goods stored with “Storage for Students”, &/or are entitled at law to deal with them in accordance with all aspects of this Agreement.

3. Storage for Students:

(a) does not have & will not be deemed to have, knowledge of the Goods;
(b) is not a bailee of the Goods & the Storer acknowledges that Storage for Students does not take possession of the Goods.

4. The Storer must upon agreeing to this Agreement pay to Storage for Students:

(a) the total cost based on the number & type of items tendered to Storage for Students at the time of pickup, the prices contained on the www.storageforstudents.com.au website or correspondence forthwith, or any change of fees based upon advised changes by the Storer to Storage for Students in the period the Goods are to be stored with “Storage for Students”, in accordance with all or any relevant Clauses in this Agreement.

5. The Storer is responsible to pay:

(a) the Storage Cost being the amount notified to the Storer by Storage for Students due to any changes advised by the Storer in the period the Goods are to be stored with “Storage for Students”. The Storage Cost is payable in advance & it is the Storer's responsibility to see that payment is made directly to Storage for Students on time, & in full.
(b) any costs incurred by Storage for Students in collecting late or unpaid Storage Costs, or in enforcing this Agreement in any way, including but not limited to postal, telephone, debt collection, personnel &/or the default action costs.
(d) The Storer agrees to pay full storage term in full by the confirmed time of pickup. The Storer further agrees to pay any applicable fees as specified in the Pricing section or as per Clause 4 above.
(e) The Storer agrees to enter a valid credit or debit card to ensure proper credit for billing purposes & to reserve space for Storage for Students' services.
(f) All charges for services are due & payable immediately prior to, or at the time of,

Collection/Return of the Storer's possessions. All accounts must be paid by cash, direct debit, or credit or debit card prior to, or at the time of, Collection/Return.

6. Prices:

(a) Pricing for the services shall be in accordance with the pricing schedule contained on the Storage for Students Web site or advised forthwith. In addition, Storage for Students will charge & the Storer will pay additional fees as described in this Agreement. The purpose of the additional fees is to compensate Storage for Students for expenses it incurs beyond those associated with the provision of services according to standard procedures.

7. Charges for Late Changes or Missed Collections or Returns

(A) The Storer agrees to be present to release their goods at the specified Collection/Return date, time, & location. Changes to the previously scheduled pickup/drop-off dates or location must be communicated by the Storer to STORAGE FOR STUDENTS at least 72 hours prior to the earlier of the originally scheduled pickup/drop-off date & the new pickup/drop-off date. Changes made within 72 hours of Collection/Return are not guaranteed. An additional late change fee of up to \$25 may be charged.

(B) In the event that the Storer is not present for the Storer's scheduled Collection or Return date & time, STORAGE FOR STUDENTS representatives will attempt to contact the Storer before returning back to the storage location & the Storer will have to reschedule the pickup. If this happens, the Storer will be responsible for paying a special Collection/Return fee of \$50.

8. Access to Stored Items

(A) The Storer understands that previously unscheduled access to goods in storage is permitted only with 7 days prior notice to STORAGE FOR STUDENTS & upon payment of all storage fees plus a \$25 access fee.

9. Payment defaults:

Late payment. A \$25 fee may be charged if payment is not received on the due date.

10. The Storer acknowledges that the Storer remains indebted to Storage for Students for any balance owed on the Storer's account as a result of any reason that prevents Storage for Students from being paid for the services & any additional fees. If the Storer has failed to pay the charges for the any additional fees prior to the date of scheduled Return of stored items, Storage for Students reserves the right to hold the Storer's possessions until payment has been received in full.

11. The Storer acknowledges that the Storer's failure to pay the Storer's account in full prior to the Return date could result in a change in the Return date & the assessment of additional fees. In addition, if the Storer has failed to pay charges for the services or any additional fees of the stored packages, Storage for Students may sell or otherwise dispose of any or all of the Storer's stored items upon such terms as Storage for Students may deem advisable. Notice of the time & place of any sale or other disposition of the stored items is to take place, given at least ten (10) days in advance shall be deemed reasonable notice to the Storer. Storage for Students will apply the net proceeds of any sale of stored items, after deducting all costs incurred in connection therewith, including reasonable legal fees, to the payment of the payment obligations of the Storer to Storage for Students. If there is a surplus, Storage

for Students will pay the amount of the surplus to the Storer. If the net proceeds of any sale of stored items are insufficient to cover the unpaid amount of all obligations then due from the Storer to Storage for Students, the Storer shall continue to be liable to Storage for Students for such deficiency & Storage for Students shall have full recourse against the Storer for the amount of such deficiency.

12. Notwithstanding clause 17, the Storer acknowledges that, in the event of the Storage Cost, or any other moneys owing under this Agreement, not being paid in full within 35 days of the due or advised date, & following reasonable attempts by Storage for Students to contact the Storer or an alternative contact person, Storage for Students may, without further notice, sell or dispose of any Goods on such terms that Storage for Students may determine. For the purposes of the Personal Property Securities Act 2009, Storage for Students is deemed to be in possession of the Goods from the moment the above circumstances have occurred. The Storer consents to & authorises the sale or disposal of all Goods regardless of their nature or value. Storage for Students may also require payment of default action costs, including any costs associated with the disposal or sale of the Storer's Goods.

ABANDONMENT:

13. In the case of abandonment of the Storer's possessions, the Storer agrees to pay STORAGE FOR STUDENTS for all charges & fees relating to the failed delivery attempt & for any disposal fees of the Storer's items. STORAGE FOR STUDENTS has the right to assume ownership of the abandoned property on June 30th of the service year if the Storer has failed to contact STORAGE FOR STUDENTS about delivery &/or has not paid for current storage fees.

14. If, in the opinion of Storage for Students & entirely at the discretion of Storage for Students, a defaulting Storer's Goods are either not saleable, fail to sell when offered for sale, or are not of sufficient value to warrant the expense of attempting to sell, Storage for Students may dispose of all Goods stored by the Storer with "Storage for Students" by any means.

15. ACCESS & CONDITIONS:

The Storer:

(a) has the right to receive delivery of the Goods stored by the Storer with "Storage for Students" following at least 72 hours notification to Storage for Students throughout the agreed period & deliver them to the Storer free of charge to the nominated Return Departure location for the first occurrence. Any subsequent requests will be charged at \$50 for each occurrence.

16. ITEMS HANDLING & CONSTRAINTS ON SERVICE

(a) Storage for Students makes all reasonable efforts to ensure that Storer's goods are transported & stored safely & to avoid damage. Storage that if we do not refund the cost of damage to the Storer bag or suitcase if they are damaged because they are not strong to hold the weight or shape of the items inside.

17. GUARANTEE / LIABILITY:

a) Limited Guarantee Storage for Students may repair or replace damaged Goods at Storage for Students sole discretion. However, Storage for Students accepts no responsibility for any consequential loss whatsoever.

b) Storage for Students has the option to compensate The Storer, in lieu of repairing the Goods, by paying The Storer the agreed value of the damaged Goods or by replacing the damaged Goods. If the value of the damaged Goods cannot be agreed between The Storer & Storage for Students then the value of the damaged Goods shall be assessed by an independent valuer. In any event, Storage for Students will not be liable to pay The Storer more than \$500 for any one item of damaged Goods

In order to notify Storage for Students of damage to any item of Goods please contact us.

Limitation of Liability

Storage for Students does not provide any guarantee where the damage to the Goods:

- a) Was unavoidable. This is entirely at the discretion of Storage for Students.
- b) Arises from conditions or things which are not known to Storage for Students. For example, where the damage arises due to lifted carpets or uneven footpaths or driveway surfaces or slippery surfaces caused by rain or vegetation or by extremely difficult accessibility in transferring Goods to & from the Vehicle, the Collection Address or the Return Address.
- c) Was unavoidable due to the nature of the Goods or damage or faults with the box, bag, suitcase or any other package supplied by the storer to transport & store their goods.
- d) Occurs to Goods that have pre existing scratches, tears or marks.
- e) Occurs to an electronic item & the Service Provider has not caused any external damage, as some Goods may develop unavoidable faults no matter how carefully handled.

Weight limit - a weight limit applies of 20kg for any one item (excepting bar fridges) – if a large box, large bag or large suitcase is heavier than 20kg, and/or if a medium box, medium bag or medium suitcase is heavier than 15kg, Storage for Students cannot accept it for storage or the items must be split into separate boxes/bag/suitcase until the weight complies. The storer must advise Storage for Students prior to Collection if any items exceed these limits.

If Not Covered By Insurer

- a) It is agreed between The Storer & Storage for Students that Storage for Students shall not bear any responsibility to The Storer if a claim made to Storage for Students' independent insurer fails or is limited in any way because any policy of insurance is void, unenforceable, or has expired, or because of an exclusion or restriction or other term of the policy of insurance, whether or not such failure or limitation has arisen directly or indirectly from any act or omission of Storage for Students.
- b) Storage for Students will not be liable for any loss, damage or delay resulting from causes which are outside of Storage for Students' control.
- c) Storage for Students will pay the cost of repairing Goods where required by legislation to do so, or where Storage for Students elects to repair the Goods. Otherwise the storer is to pay the cost of repairing the Goods.
- d) Any damage must be reported before completion of the Job

The existing condition of the Goods are subject to verbal agreement The Storer must inspect all the Goods as they are loaded & unloaded.

18. STORAGE SERVICE:

Storage for Students provides storage services subject to a number of restrictions. The Storer accepts full responsibility & liability for any damages or losses that result from the

Storer's failure to adhere to these service restrictions. No storage service shall be rendered:

1. In the case of articles of unusual value, or of the maximum total value of more than \$3,000 (AUS).

2. For items that are hazardous, stolen, inflammable, explosive, environmentally harmful, perishable or that are a risk to the property of any person;

3. Items which are irreplaceable, or for items deemed valuables such as collectibles, currency, jewellery, furs, deeds, paintings, curios, works of art & items of personal sentimental value;

4. For any perishable items

5. For any items that are prohibited by law or regulations of any federal, state, or local government in Australia.

6. If, prior to Collection, transportation, scheduling or location difficulties prevent Storage for Students from completing their requirements within the parameters of this Agreement. Any monies received by Storage for Students in these circumstances will be immediately refunded in full to the Customer.

(b) Storers must ensure any stored items containing liquids must be securely packaged to ensure no leakage, & the Storer acknowledges that the Storer is liable for any damage that the Storer's storage contents may inflict on the property of others.

(c) Storage for Students reserves the right to refuse any package that by reason of the dangerous or other character of its content, is liable, in the judgment of Storage for Students, to soil, taint, or otherwise damage other merchandise or equipment, or that is economically or operationally impractical to transport, or that is improperly packed or wrapped. Storage for Students reserves the right to request the Storer to open & inspect any package tendered to it for storage for the purposes of ensuring adherence to the types of items allowable for storage as outlined in this Agreement.

(d) The Storer grants Storage for Students entitlement to discuss any default by the Storer with the alternative contact person registered on the front of this Agreement.

19. ENTIRE AGREEMENT:

The Storer:

(a) acknowledges that there are no representations, warranties, or agreements by or between the parties that are not fully set forth herein & no representative of Storage for Students is authorized to make any representations, warranties, or agreements other than as expressly set forth herein.

(b) acknowledges that it has raised all queries relevant to its decision to enter this Agreement with Storage for Students & that Storage for Students 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 & agreed to by Storage for Students, been reduced to writing & incorporated into the terms of this Agreement. No failure or delay by Storage for Students to exercise its rights under this Agreement will operate to waive those rights.

20. INSPECTION & POSSESSION OF GOODS IN THE OCCURRENCE OF A DEFAULT - NOTICE:

Notices will usually be given by email or SMS, or otherwise posted to the address of the Storer. In relation to the giving of Notices by the Storer to Storage for Students, Notices must be in writing & actually be received to be valid, & Storage for Students may specify a required method. In the event of not being able to contact the Storer, Notice is deemed to

have been given to the Storer by Storage for Students if Storage for Students serves that Notice, &/or has sent Notices to the last notified address or other contact including SMS or email of the Storer or alternative contact person.

21. TERMINATION:

Once the initial fixed period of storage has ended, Storage for Students will return all the Storer's Goods in their entirety & in the same condition as originally stored with Storage for Students. In the event of illegal or environmentally harmful Goods stored on the part of the Storer Storage for Students may terminate the Agreement without Notice. The Storer must advise of removal arrangements of all Goods stored at least two (2) weeks before their Preferred Return Date. The Storer must pay any outstanding Storage Fees & any expenses on default or any other moneys owed to Storage for Students up to the Termination Date, or the relevant clauses in this Agreement may be applied at the discretion of Storage for Students. Any calculation of the outstanding fees will be by Storage for Students.

22. SEVERABILITY:

If any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms & provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

23. MEDIATION OF DISPUTES

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 other parties & appointed by agreement of the parties. It is a condition precedent to the right of either party to commence arbitration or litigation other than for inter locutory relief that it has first offered to submit the dispute to mediation.