MV Self Storage

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17 Red Fields Road, Moss Vale NSW 2577
Managed by: Richardson & Wrench | Southern Highlands
on behalf of the Facility Owner: Dawnfox Pty Ltd

ABN: 59 140 536 634
02 4868 3236
storage@randwsh.com.au

STORER DETAILS (Clause 2)

Storer: _____ **ABN:** _____
(Full name or Company Name) *(If applicable)*

Home/Business Address: _____

Postal Address: _____

Home Number: _____ **Work:** _____ **Mobile:** _____

Email: _____

☐ I consent to receiving correspondence (including Notices) from this Facility electronically (including email or SMS). It is the Storers obligation to update the above details if they change.

Storers ID: Drivers Licence / Passport *(copy attached)*

ALTERNATE CONTACT PERSON (Clause 24.5)

Name: _____ **Phone Number:** _____

Home Address: _____

Email: _____

The Storer must provide the Facility Owner with any changes to the above contact details, within two (2) business days of any change.

SCHEDULE

Space Number: _____ **Commencing Date:** _____

Term: **One (1) month and the next ended automatically until one month notice is given by either party.**

Storage Fee: _____ **Security Deposit:** _____

Administration Fee: $27.50 **Cleaning Fee:** $44.00 plus tip fees (if incurred)

Late Payment fees: $33.00 applied 7 days and again 28 days after due date

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

Storers Signature: _____ **Date:** _____

Signed for & on behalf of
the Facility Owner by the Agent: _____ **Date:** _____

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1. Interpretation

1.1 This Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

1.2 In the interpretation of this Agreement:

a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;

b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders, and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;

c) Grammatical forms of defined words or phrases have corresponding meanings;

d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;

e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

g) References to a party are intended to bind their executors, administrators and permitted transferees; and

h) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.

2. Definitions

Access Hours – means 6am to 6pm, 365 days a year, which may be varied by the Facility Owner from time to time at their reasonable discretion.
Agreement – means the agreement between the Storer and Facility Owner set out herein.
Facility Owner – means Dawnfox Pty Ltd ABN 66 003 886 431
C/ - Richardson & Wrench | Southern Highlands ABN: 59 140 536 634
GST - 'GST' refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act") and the terms used have the meaning as defined in the GST Act.
Goods – means any items or things which are brought onto the Premises by or on behalf of the Storer and/or which are kept or stored in the Space. **Premises** – means the address which the Facility Owner provides the Services, being 17 Red Fields Road, Moss Vale NSW 2577.
Services – means the storage of Goods at the Premises.
Space – means the space, area or container in which the Goods are stored and is allocated to the Storer, identified in the SCHEDULE herein.
Storer - means the person identified in the STORER DETAILS herein.

2. Operative provisions

2.1 The Facility Owner agrees to provide the Services and permits the Storer to store the Goods at the Space, for the Term and on the terms and conditions set out in this Agreement.

2.2 The Storer may store the Goods in the Space for the Term, in accordance with the terms of this Agreement.

3. Use of the Space

3.1 The Storer must only use the Space for storage of the Goods, and for no other purpose.

3.2 The Storer must not use the Space or do anything at the Premises or the Space that may be a nuisance to the Facility Owner or any other person.

3.3 The Storer must not do anything on the Premises or at the Space which may invalidate or increase the premiums of any of the insurance policies of the Facility Owner.

4. Fees, Costs and Expenses

4.1 Upon execution of this agreement by the Storer, the Storer must pay to the Facility Owner:

a) The Security Deposit;

b) The Administration Fee; and

c) The first instalment of the Storage Fee in advance.

4.2 During the Term of this Agreement, the Storer will pay:

a) The Storage Fee, or such other amount notified to the Storer by the Facility Owner. Payment of the Storage Fee must be made monthly in advance;

b) The Cleaning Fee, where required by the Facility Owner at their reasonable discretion;

c) The Late Payment Fee, payable on each occasion a payment is due under this Agreement is late;

d) Any reasonable costs or expenses incurred by the Facility Owner for the following:

i. collecting late or outstanding fees due under this Agreement;

ii. enforcement of this Agreement.

4.3 The Storer acknowledges that it is the responsibility of the Storer to ensure all payments due under this Agreement are made in full and as and when they fall due for payment and without set-off or deduction.

4.4 Any payment made by direct deposit or credit must be clearly and unambiguously identified as a payment made under this Agreement and the Storer agrees to follow any directions of the Facility Owner in this regard. The Facility Owner is indemnified and held harmless by the Storer for any claim in respect of the Storer's breach of this clause.

4.5 The Facility owner may vary the fees and expenses referred to in the Schedule, by providing the Storer with at least one (1) month's written notice of the variation.

4.6 The Storer shall be in default of this Agreement in the event any Storage Fee, or any other money due and payable under this Agreement is in arrears and remains unpaid for a period of forty-two (42) days.

4.7 The Storer's liability for any outstanding money, fees, costs and expenses due under this Agreement, does not merge upon completion or termination of the Agreement.

5. Security Deposit

5.1 The Facility Owner is entitled to deduct from the Security Deposit an amount equal to any monies due but unpaid by the Storer under this Agreement.

5.2 The Facility Owner is entitled to deduct from the Security Deposit an amount equal to the cost of maintenance or repairs for any damage caused to the Space and/or Premises by the Storer.

5.3 The Facility Owner is entitled to deduct from the Security Deposit an amount equal to the cost of any cleaning required as a result of the condition of the Space and/or Premises left by the Storer at any time during the Term or at determination of this Agreement.

5.4 The Facility Owner is entitled to deduct from the Security Deposit an amount equal to the costs incurred by the Facility Owners in enforcing this Agreement.

5.5 The Facility Owner is entitled to deduct from the Security Deposit an amount equal to loss or damage suffered by the Facility Owner as a result of non-compliance by the Storer with any clause of this Agreement.

5.6 The Storer agrees that in the event the Facility Owner has applied the Security Deposit in accordance with this Agreement then the Storer must pay a top up amount to ensure that an amount equal to the Security Deposit is retained by the Facility Owner at all times.

6. Acknowledgement and Warranties

6.1 The Storer:

a) is deemed to have knowledge of the Goods stored in the Space;

b) warrants to the Facility Owner that the Storer is the owner of the Goods in the Space, and/or is entitled at law to deal with the Goods in accordance with the terms of this Agreement; and

c) warrants to the Facility Owner that the Goods are not dangerous, hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, living, or a risk to property of another person or entity.

6.2 The Storer acknowledges that the Facility Owner:

a) does not have and will not be deemed to have, knowledge of the Goods;

b) is not a bailee or warehouseman of the Goods and does not take possession of the Goods in the Space whilst onsite at the Premises; and

c) is entitled to claim a contractual lien over the Goods in the event any money, fees, costs or expenses are unpaid under this Agreement.

7. Conditions

7.1 The Storer is responsible for:

a) Conducting their own due diligence, including:

i. determining the appropriateness and suitability of the Space for storing the Goods, having regard to the size, nature and condition of the Space and Goods;

ii. raising all queries with the Facility Owner relevant to the Storer's decision to enter into this Agreement; and the Storer acknowledges that they have done so and have satisfied themselves prior to entering into this Agreement.

b) arranging and maintaining insurance for the Goods;

c) securing and keeping the Space secure at all times, to a standard reasonably acceptable to the Facility Owner. The Storer may be required to secure any external gates or doors at the Premises; and

d) ensuring the Space is kept in a clean and tidy condition and good state of repair; and

e) complying with any relevant laws, acts, ordinances, regulations or by-laws and orders as are or may be applicable to the use of the Space or Premises.

7.2 The Storer is not permitted to:

a) store goods or items which are irreplaceable or of personal sentimental value, including, but not limited to, currency, jewellery, deeds, paintings, artworks and any items of value in excess of $2,000 AUD (except where such items are covered by insurance).

b) secure the Space by applying a padlock, or any other locking device to the Space which is not approved by the Facility Owner. Any padlock or other locking device applied or installed to the Space by the Storer, may be forcefully removed by the Facility Owner at the expense of the Storer.

c) to attach nails, screws or any other external item to the Space without the prior written consent of the Facility Owner.

d) cause damage to the Space or alter the Space in any way without the prior written consent of the Facility Owner.

8. Access

8.1 The Storer may only access the Space during the Access Hours and in accordance with the terms of this Agreement.

8.2 The Facility Owner may deny the Storer access to the Premises and the Space if any money owing under this contract is outstanding and whether or not the Facility Owner has made a demand for payment.

8.3 The Storer indemnifies the Facility Owner for and agrees that the Facility Owner is not liable for any claim for costs, loss or damage suffered as a result of the Owner being unable to access the Goods or the Space.

9. Relocation of Space

Where reasonably required by the Facility Owner, the Facility Owner may nominate an alternate Space and relocate the Storer to another Space at the Premises, at the Facility Owner's discretion. The Storer will be responsible for moving the Goods to the relocated Space.

10. Risk and Responsibility

10.1 The risk in the Goods always remains with the Storer and shall not pass to the Facility Owner.

10.2 To the full extent permitted by law, the Goods are stored at the sole risk and responsibility of the Storer who shall be responsible for:

a) any and all theft, damage to, and deterioration or the Goods;

b) risk of any and all damage to the Goods caused by flood, fire, leakage or overflow of water, mildew, heat, spillage of material from any other space, pests, vermin;

c) risk of any and all damage to the Goods caused by removal or delivery of the Goods to or from the Space and the Premises;

d) risk of any and all damage to the Goods caused by any other reason whatsoever, including the acts or omissions, negligent or deliberate of the Facility Owner or a party acting for or on behalf of the Facility owner or under the direction or control of the Facility Owner.

10.3 The Storer agrees to indemnify and keep indemnified, the Facility Owner from all claims for loss or damage to any property, personal injury or death of the Storer, the Facility Owner or any third party, which results from or is incidental to the Storer's use of the Space.

10.4 The Storer is responsible for and agrees to indemnify and keep indemnified, the Facility Owner from loss or damage caused by a third party who enters the Premises or the Space, whether requested, directed, invited or facilitated by the Storer.

11. Inspection and Entry by the Facility Owner

11.1 The Facility Owner may inspect and enter the Space provided the Facility Owner gives the Storer at least fourteen (14) days written notice.

11.2 The Facility Owner may enter the Space without notice to the Storer, in the event of an emergency, where required by law or where the Facility Owner reasonably believes there is a threat to property, the environment or a life and the Facility Owner may use all necessary force to enter the Space in any of these circumstances.

11.3 The Facility Owner may use a microprobe or CCTV camera to view the interior of the Space to obtain footage, in circumstances where the Facility Owner reasonably suspects a breach of the law or damage to the Space and/or Premises. Any footage taken may be relied upon by the Facility Owner in taking any action permitted under this Agreement or in cooperating with external authorities or enforcement agencies.

12. Powers

12.1 In the event of any default, or non-compliance with this Agreement by the Storer, or if the Storer has abandoned the Goods, the Facility Owner may:

a) enter the Space, by force or otherwise and take possession of the Goods;

b) sell or dispose of the Goods in the Space on the terms and for the price determined by the Facility Owner, without reference to the Storer;

c) retain the Security Deposit paid under this Agreement;

d) terminate this Agreement.

12.2 The Facility Owner must not exercise any power or take any action under this clause unless the Facility Owner has provided the Storer with at least fourteen (14) days written notice that the Storer is in default of this Agreement.

12.3 In the event the Facility Owner exercises any power or takes any action under this clause, then the Storer is responsible for any costs or expenses incurred by the Facility Owner, including costs associated with accessing the Space, and the sale or disposal of the Goods.

13. GST

13.1 All amounts payable under this Agreement or the value of other consideration provided in respect of supplies made in relation to this Agreement are exclusive of GST (if any). If GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Agreement then as consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.

14. Sale & Disposal of Goods

14.1 For the purposes of the Personal Property Securities Act 2009 (Cth), the Facility Owner is deemed to be in possession of the Goods as soon as the Facility Owner enters the Space in accordance with Clause 12 of this Agreement.

14.2 The Storer consents to and authorises the sale or disposal of the Goods by the Facility Owner in accordance with Clause 12, regardless of the nature or value of the Goods.

14.3 The Facility Owner may dispose of any or all of the Goods, without undertaking an inventory of the Goods, if the Facility Owner reasonably believes that conducting an inventory of the Goods poses a health and safety risk, provided always that the Facility Owner has provided the Storer with reasonable written notice to rectify the breach of this Agreement and opportunity to collect the Goods.

14.4 The Facility Owner may dispose of any or all of the Goods, if in the reasonable opinion of the Facility Owner, the Goods are not saleable, or fail to sell when offered for sale, are of insufficient value to warrant a sale, and/or may pose a health or safety risk if handled.

14.5 In the event any or all of the Goods are sold in accordance with this clause, then the proceeds of the sale of any Goods will be used to satisfy any amount owed by the Storer to the Facility Owner under this Agreement, including any enforcement expenses or costs and expenses incurred by the Facility Owner. Any surplus funds will be paid to the Storer within six (6) months of the sale. In the event the Storer cannot be located, the surplus funds will be deposited with the Public Trustee or such other equivalent authority.

14.6 In the event this Agreement is terminated by either party in accordance with Clause 16, and the Storer fails to remove the Goods from the Space within seven (7) days of termination, then the Facility Owner may dispose of the Goods, regardless of the nature or value of the Goods. The Facility Owner must give the Storer at least seven (7) day's written notice of its intention to dispose the Goods under this clause.

14.7 Any items left unattended at the Premises, in the common areas or outside of the Storer's Space, may, at the Facility Owner's reasonable discretion, be immediately sold, disposed of, moved or dumped at the sole expense and liability of the Storer.

14.8 The Facility Owner may dispose of the Goods in the event the Goods are damaged by fire, flood or any other event, or is dangerous to the Premises, the Space, or other storers or their goods. If practicable, the Facility Owner will provide the Storer with reasonable notice and an opportunity to review the Goods, prior to their disposal.

15. Holding Over

15.1 If the Facility Owner allows the Storer to continue to store the Goods in the Space at the end of the Term, then this Agreement continues on a month to month basis.

16. Termination

16.1 Upon expiration of the Term of this Agreement, either party may end this Agreement by providing not less than one (1) months' notice in writing of termination to the other party.

16.2 In the event the Storer does not provide the Facility Owner with the requisite notice in accordance with Clause 16.1, then the Facility Owner may retain or charge an amount equal to the Storage Fee properly apportioned, had the required notice been provided.

16.3 The Facility Owner may terminate this Agreement without notice:

a) in the event the Storer engages in activities that the Facility Owner reasonably believes are illegal or environmentally harmful; or

b) in the event the Storer is in breach of any requirements under this Agreement; or

b) if the Facility Owner has entered the Space for any reason, in accordance with the terms of this Agreement and there are no Goods being stored in the Space.

16.4 Upon determination of this Agreement, however it may end, the Storer must:

a) have removed the Goods from the Space and the Premises;

b) ensure the Space is in a clean condition and good state of repair to the reasonable satisfaction of the Facility Owner; and

c) pay any outstanding Storage Fees or money owing to the Facility Owner under this Agreement.

16.5 Where the Storer has not removed the Goods on determination of this Agreement, the provisions of Clauses 12 and 14 will apply.

17. Confidentiality

17.1 The parties must keep the terms of this agreement confidential, save for any necessary disclosure to their respective legal and financial advisers.

18. Entire agreement

18.1 This Agreement is the entire Agreement and understanding between the parties on everything connected with the subject matter of this Agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this Agreement.

19. Amendment

19.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by all the parties.

20. Waiver

20.1 Any waiver by any party to a breach of this Agreement shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

21. Events beyond control

21.1 Neither party shall be liable to the other party for any loss caused by any failure to observe the terms and conditions of this Agreement, where such failure is occasioned by causes beyond its reasonable control including but not limited to by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities.

22. Severance

22.1 If anything in this Agreement is unenforceable, illegal or void, it is severed and the rest of the agreement remains in force.

23. No Assignment

23.1 The Storer must not assign its rights or interest in this Agreement, without the prior written consent of the Facility Owner.

24. Notices

24.1 A notice or other communication to a party must be in writing and delivered to that party in one of the following ways:

a) Delivered personally; or

b) Posted to their address when it will be treated as having been received on the second business day after posting; or

c) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system; or

d) Sent by SMS or text message to the mobile phone number of the recipient.

24.2 Notice to the Storer by the Facility Owner under this clause will be deemed to have been given if the Facility Owner has posted notice to the last known address, or emailed a notice to the last known email address or sent a notice via text message to the last known mobile number of the Storer without receiving any electronic bounce back or similar notification.

24.3 Where there is more than one Storer named in this Agreement, notice under this clause to any one of the listed Storers is sufficient notice for the purposes of this Agreement.

24.4 The Parties agree to notify the other of any change in service address details, within forty-eight (48) hours of any change.

24.5 The Storer may provide the Facility Owner with notice of an 'Alternate Contact Person' ("ACP"), and the Storer agrees that the Facility Owner may provide the ACP with any information regarding the Storer or this Agreement, and may discuss with the ACP any default or any other matter relating to this Agreement. The Storer agrees that in circumstances where the Storer must remove the Goods from the Space and the Facility Owner reasonably believes the Storer is unwilling or unable to do so, the Facility owner may require and permit the ACP to remove the Goods, without the need for further consent from the Storer.