



Tax Invoice GST No. 120307711

Agreement

THIS AGREEMENT BETWEEN POKENO STORAGE & HARDSTAND LIMITED (the "Facility Owner")(FO)

AND ("the Storer")

IN ACCORDANCE with the terms and conditions of the reverse side of this Agreement.

STORER DETAILS: (Complete all Blue sections)

Company Name _____

Mr/Mrs/Ms _____

*First Names**Surname*

Street Address _____

Mailing Address _____

Postcode _____

Employer _____

Business Address _____

Phone Bus _____ Hm _____

Mobile _____ Fax _____

Email Address _____

Driver's Licence _____ Expiry Date _____

Vehicle Details Make _____ Reg No. _____

Vehicle details : Colour _____

You must notify the Facility Owner Immediately of all changes of address and contact telephone numbers including those of the Alternate Contact Person.

ALTERNATIVE CONTACT PERSON (ACP)

Name _____

Address _____ Postcode _____

Phone Bus _____ Hm _____

Mobile _____ Fax _____

Email Address _____

INSURANCE: (Tick the appropriate box) I/We have the contents stored in the Space insured with our insurance broker or insurance company who is. I/We do not accept insurance facilitated by the FO nor do I/we have the contents insured with any insurance broker or insurance company. I/We are "self-insuring" and taking the risk of loss to any goods stored.

Signed by Storer _____

CREDIT CHECK AND REPORTING CONSENT

I/We consent to the FO undertaking a search of my/our details with any third party credit reporting agency, and I/we consent to personal information being provided to that third party credit reporting agency for the purposes of a credit check or credit reporting in accordance with clauses 28-30.

 I/We acknowledge that these main points have been drawn to my/our attention I/We consent to receiving correspondence from this Facility by SMS to the mobile number above. I/We consent to receiving all correspondence and notices from this Facility by email and agree that except where required by law, no notices or correspondence will be sent by traditional mail or personal delivery. I/We acknowledge that it is my/our obligation to update the FO of any change to my/our email address.**PLEASE READ CONDITIONS OVERLEAF CAREFULLY AS BY SIGNING THIS AGREEMENT YOU WILL BE BOUND BY THEM**

I/We agree to be bound by the terms of this agreement on this page and the conditions overleaf:

Storer's signature _____

Date of agreement _____

Agreed and accepted by FO _____

Date _____

SPACE DETAILS & TERMINATION NOTICE:

Space No _____

Storage Period From _____

Then extended until 14 days' notice of termination is given

STORAGE COSTS: (Including GST unless specified)

Other Fees may be charged as per clause 4 (see over)

Storage fee: Fortnightly \$ _____

Deposit (no GST content) \$ _____

Administration fee \$ _____

Padlock \$ _____

Tag fee \$ _____

Other \$ _____

TOTAL \$ _____

Paid by Cheque / Cash / EFTPOS / Credit Card _____

Your Storage Fee is due: Every Second Friday

Fortnightly fees to be paid by

 Automatic Payment Order Commencing _____

*Late payment fee of \$20 applies after 7 days overdue and any return bank fees will be applied

MAIN POINTS (SEE OVER)

Definitions set out in this agreement are set out on this page.

- Goods are stored at your risk and are not insured by the FO. To the extent permitted by law, the FO is excluded from all liability for the loss of any goods you store in the Facility (clause 16). You should speak to your Insurer or Insurance broker and ensure you have adequate insurance cover.
- After the Storage Period specified, you or the FO may terminate this agreement (for any reason) on giving the specified days' notice (clause 23).
- You are responsible for any third party you allow onto the Facility (clause 15).
- The only service provided to you, the Storer, by the FO is a licence to use a space provided by the FO for the sole purpose of storing goods. No other goods or services are provided by the FO (clauses 1.c and 2.a).
- All payments are to be made in advance by you (clause 4.a).
- You must not store hazardous, dangerous, illegal, stolen, perishable, environmentally harmful or explosive goods (clause 5.c).
- You must ensure the goods are dry, clean and free from vermin and food scraps when placed in the Space (clause 5.f)
- The Space is only accessible during set access hours (clause 5.a).
- You must notify the FO of all changes of contact details. If the FO cannot communicate with you, it may communicate with the ACP.
- If you fail to comply with this agreement the FO will have certain rights, including forfeiture of the Deposit and the right to sell/dispose of your goods and deduct from any sale proceeds the amounts you owe to the FO (clause 22).
- The FO has the right to refuse access if all fees are not paid promptly (clause 6).
- The FO has the right to enter the Space in certain circumstances (clauses 19, 20 & 21).
- If you do not remove your goods from the Space on termination, the FO may dispose of your goods and charge you its costs (clause 24.e).

CONDITIONS OF LICENCE AGREEMENT

STORAGE

1. The Storer:

- a. is deemed to have knowledge of the goods in Space.
- b. 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.
- c. acknowledges that this agreement does not grant the Storer a lease of the Space.
- d. acknowledges that the Space provided is approximately the size advertised but that due to building tolerances may vary slightly.
- e. agrees that all the time limits imposed on the Storer, but this agreement **must be complied with strictly**.

2. The FO (which term includes its directors, employees, and agents):

- a. does not provide any service other than a license to use the Space.
- b. does not and will not be deemed to have knowledge of the goods being stored.
- c. is not a bailee nor a warehouseman of the goods and the Storer acknowledges that the FO does not take possession of or any responsibility for the goods except as provided in clauses 12 and 22a.

COSTS

3. Upon signing this agreement the Storer must pay to the FO:

- a. the Deposit if applicable (which will be refunded on termination of this agreement less any deductions authorised by this agreement).
- b. The Administration Fee.

4. The Storer must pay:

- a. the storage fee which is payable in advance. It is the Storer's responsibility to see that payment is made directly to the FO, on time and in full, throughout the period of storage as noted at the front of this agreement. The FO may increase the Storage Fee any time after expiry of the Storage Period. The FO will give the Storer 42 days written notice of any increase. If the Storer does not agree to pay the increased fee, the Storer may terminate this agreement by giving the FO written notice any time before the end of the FO's 42-day notice period.
- b. the Cleaning Fee is payable at the FO's discretion if the Space requires cleaning.
- c. the Late Payment Fee or fees which become payable each time a Storage Payment is late as indicated on the front of this agreement.
- d. any reasonable internal or external costs and disbursements incurred by the FO in collecting late or unpaid Storage Fees, or in enforcing this agreement in any way.
- e. interest on outstanding Storage Fees at the rate of 15% per annum.

ACCESS TO AND CONDITIONS OF USE OF THE SPACE

5. The Storer:

- a. may access the Space during the access hours notified by the FO from time to time.
- b. is solely responsible for securing the Space in a manner acceptable to the FO and will secure the external gates or doors of the premises when entering or leaving outside access hours.
- c. will 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. will use the Space solely for the purpose of storage and must not carry on any business or other activity in the Space.
- e. will maintain the Space by ensuring it is clean and in a state of good repair. If the Storer does not, the FO may deduct (at the FO's sole discretion) the Cleaning Fee from the Deposit and/or charge and an additional Cleaning Fee.
- f. will ensure the goods are dry, clean, and free from vermin and food scraps when placed in the Space.
- g. may not physically alter or damage the Space in any way (including the use of screws or nails) without the FO's prior consent. If the Space is damaged, the FO may change the Storer

for any repairs and may deduct repair charges from the Storer's Deposit.

- h. cannot assign this agreement or let any other person store goods in the Space.
 - i. will notify the FO in writing of any change to the ACP or any change of contract details of the Storer or the ACP within 48 hours of the change.
 - j. grants the FO consent to discuss any default by the Storer with the ACP.
 - k. agrees to comply with all health and safety or other notices for the Facility.
6. The FO may refuse access to the Space by the Storer where any money is owing by the Storer to the FO, whether or not a formal demand for payment has been made.
 7. The FO reserves the right to relocate the Storer to another space of the same or similar dimensions as the Space for the proper management of the Facility. The FO will provide as much notice as reasonably practicable to the Storer of such a relocation and, unless agreed otherwise, the FO or its agent will carry out the relocation.
 8. Any items left unattended in common areas or outside the 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.

RISK AND RESPONSIBILITY

9. No oral statements made by the FO, or its employees form part of this agreement. No failure or delay by the FO to exercise its rights under this agreement will operate to reduce those rights.
10. If the Storer is using the Space for purposes of business storage, then the guarantees and remedies in the Consumer Guarantee Act 1993 ("the Act") are excluded.
11. If the Act applies, The Storer acknowledges in accordance with clauses 1.c, 2.a, and 5 that the FO is only providing a license to use the Space provided by the FO for the sole purpose of storing goods. In particular, no other undertaking or commitments are given or undertaken by the FO whether in tort contract or other legal principle.
12. If the Act applies, the FO's services come with non-excludable guarantees including that they will be provided with reasonable care and skill. Otherwise, to the extent permitted by law, the goods are stored at the sole risk and responsibility of the Storer who is responsible for all theft, loss, damage to, and deterioration of the goods, and shall bear the risk of any and all damage cause by flood, fire, 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.
13. The Storer warrants that it will not store items which are irreplaceable, such as currency, jewelry, furs, deeds, paintings, curios, works of art, or items of personal sentimental value or that are worth more than \$2,000 (in aggregate), unless specifically itemised and covered specifically by insurance.
14. Where loss, damage or injury is caused by the Storer. The Storer's actions or the Storer's goods, the Storer will indemnify the FO from all claims in contract, tort or otherwise for any loss or damage to the property of, or personal injury to the Storer, the FO or the Facility, third parties, and/or the true owner of the goods stored in the Space, resulting from or incidental to the use of the Space by the Storer (including but not limited to storage of goods in the Space, the goods themselves and/or accessing the Facility).
15. The Storer is responsible (and must pay) for the loss or damage caused by a third party who enters the Space (or the Facility), at the request or direction of the Storer or who otherwise accesses the Facility using the Storer's access card/code. The Storer is not responsible for access after it notifies the FO of the loss or theft of the access card/code.
16. Any damages, whether for physical or economic loss, which the FO is liable to pay to the Storer pursuant to this agreement or performance of this agreement (including damages for negligence

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or damages for consequential loss) are limited in all cases to the lower of:

- a. the value of the supply of storage equivalent to that undertaken by the FO as set out in the terms and conditions of this agreement; or
 - b. the payment of the cost for storage equivalent to that undertaken by the FO under the terms and conditions of this agreement; or
17. The Storer specifically acknowledges that it is aware of the limitation of liability set out in clause 16 above and that, in all the circumstances, and taking into account the negotiations between the parties and their relationship, such limitation on the FO's liability is a reasonable one.

COMPLIANCE WITH LAWS

18. The Storer will comply with all relevant laws applicable to the use of the Space. This includes laws relating to the goods which are stored, and time manner in which they are stored. Liability for any breach of such laws rests absolutely with the Storer and includes all costs resulting from such breach.
19. If the FO believes at any time (in its sole discretion) that the Storer is not complying with clause 16, the FO may:
- a. take any action the FO believes necessary to so comply, including inspection of the Space and/or termination under clauses 18 and 19.
 - b. immediately dispose of or remove the goods in the Space at the Storer's expense; and/or
 - c. contact, cooperate with and/or submit the goods to the relevant authorities.
- The Storer agrees that the FO can take any such action at any time even though the FO could have acted earlier.

INSPECTION AND ENTRY

20. The Storer consents to inspection and entry of the Space by the FO on 14 days written notice.
21. In the event of an emergency, the FO may enter the Space using all necessary force without the prior written consent of the Storer. The FO will notify the Storer as soon as practicable of such entry. The Storer irrevocably consents to such entry. For the avoidance of doubt, an emergency includes, but is not limited to where the FO believes that clause 5.c or 15 is being breached, or where property, the environment, or human life is, in the opinion of the FO, threatened, or to allow access, inspection or seizure by relevant authorities.

DEFAULT

22. The Storer acknowledges that:
- a. all goods in the Space are subject to a general lien for all Storage fees and any other amounts owing to the FO by the Storer. If the Storage Fee or any other sum owing by the Storer under this Agreement is not paid in full within 42 days of the due date, the FO may enter the Space, retain the Deposit and/or take possession of any goods in the Space and may, at the FO's sole discretion, do any one or more of the following:
 - i. sell the goods by private arrangement or public auction to offset any unpaid Storage Fee, Cleaning Fee, Late Payment Fee, or costs associated with collection of Fees and/or disposal of the goods, and/or
 - ii. Dispose of the goods in any other manner as the FO sees fit, whether for value or not. If the goods are unsaleable, remain unsold after being offered for sale, pose a health and safety risk, or are of insufficient value to warrant a formal sale process, and/or
 - iii. if the FO believes in its reasonable opinion that it is a health and safety risk to conduct an inventory of the goods in the Space, the FO may decide to dispose of some or all of the goods without doing an inventory.The FO will give notice in accordance with this agreement and permit a reasonable period for the Storer to rectify a

default before taking possession and selling/disposing of goods.

- b. if any money is recovered from the sale or disposal of goods, that money shall be used as follows;
 - iv. first, to pay the costs of and associated with the sale or disposal of the goods.
 - v. second, to pay all Storage Fees and other Fees, costs or disbursements owed to the FO and any other costs incurred by the FO in connection with re-entering the Space and selling or disposing of the goods.
 - vi. third, any excess will be sent to the Storer.

TERMINATION

23. This agreement may be terminated.
- a. By either party after the Storage Period specified has ended on written notice as indicated on the front of this agreement to the other party or if the FO cannot contact the Storer, to the ACP.
 - b. By the FO immediately without notice if the Storer breaches clause 3, 4, 5 or 16.
 - c. The Storer acknowledges that the Facility may use CCTV to view the inside of the Space and that the FO may use such CCTV footage as evidence of a breach of this agreement under clause 21.b.
 - c. If the Storer does not give the notice required to terminate under clause 21.a, the FO may deduct Storage Fees for the notice period from the Deposit.
24. On termination the Storer will
- a. remove all goods in the Space by the date specified by the FO and leave the Space in a clean condition and good state of repair to the satisfaction of the FO; and
 - b. pay any outstanding moneys and expenses on default calculated by the FO as being owed to the FO up to the date of termination.
 - d. If the FO reasonably believes that the Storer is unable to carry its obligations under clause 24.a or the Storer does not respond in a reasonable period to notices sent by the FO, the FO may, but is not obliged to, permit the ACP to access the Space to carry out the Storer's obligations under clause 24.a and the Storer irrevocably authorises the FO and the ACP to take this action.
 - e. If the Storer fails to remove all goods from the Space or the Facility on termination, the FO is authorised to (in its discretion) sell or otherwise 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 14 days' notice of the intended disposal.
 - f. Liability for outstanding money, property damage, environmental damage, and legal responsibility under this agreement continues to run beyond the termination of this agreement.

NOTICE

25. Notices must be made in writing to the contact details set out on the front page of this agreement. Notices given by the Storer to the FO must be actually received by the FO to be valid.
26. If the FO is not able to contact the Storer, notice is deemed to have been given to the Storer if the FO has sent notice to the Storer's last notified address or via any other contact method including by SMS or email to the Storer or the ACP.
27. If 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.

PRIVACY

28. The FO:
- a. may collect information about the Storer, including the Storer's Personal Information (As defined in the Privacy Act 2020), to assist on the provision of storage to the Storer, maintaining the Storer's account, and the FO's enforcement of this agreement in any way
 - b. may disclose or search for any information about the Storer, including the Storer's Personal Information, to Government

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departments, law enforcement agencies, including the police, any person who can demonstrate to the reasonable satisfaction of the FO a legal or equitable interest in the goods stored, liquidators, administrators or other persons appointed to administer the Storer's financial affairs, debt collection services or credit reporting agencies.

29. The Storer warrants that the Storer:
 - a. has the right to disclose information to the FO about the ACP (including Personal Information) and that the FO may use this information as it would Personal Information collected about the Storer.
 - b. has informed the ACP that the Storer has made the disclosures referred to in clause 22a.
30. The parties acknowledge and agree that the ACP may access and correct the information held by the FO in the same manner the Storer may correct its Personal Information.