

**Store My Stuff
TERMS AND CONDITIONS**

1. Definitions and Interpretation

1.1 In these terms and conditions unless expressed otherwise:

- I. "We" means Store My Stuff Pty Ltd, ABN 25 143 714 943 and "us" and "our" have corresponding meaning;
- II. "Customer" means any person, organization, company, government or statutory body or authority with whom this contract is made or on whose behalf this contract is entered into or whom we contract to provide services. This also includes the party to whom our quotation is addressed and the party by whom the acceptance is signed. "You" and "your" have corresponding meaning;
- III. "Services" means whole of the work undertaken in connection with the Goods including pickup, delivery (including one-off delivery and collection), collection, removal and storage of your Goods in our Storage Facility (including one or more of these tasks); Words in singular includes the plural, and words in one or more gender includes all genders;
- IV. "Goods" means all the storage items and other affects which is to be the subject of the Service;
- V. "Storage Cage" means the metal storage cage we provide to you including all the accessories that come with it to store your Goods. The Storage Cage comes in different sizes having different dimensions specified in our website;
- VI. "Storage Cage Hire Term" means the term which starts from the date at which you hire one or more Storage Cages and continues until the date at which you cease to hire one or more Storage Cages;
- VII. "Storage Facility" means any of the Storage Cage storage facility we use located in Greater Melbourne, Victoria. Our current facility is located in 6, The Crossway, Campbellfield, Victoria, 3061;
- VIII. "Pickup Address" is an address in the Melbourne Metropolitan Area or an address within 20 kilometres of Melbourne CBD from where your Goods are picked-up at the start date or during the Storage Cage Hire Term;
- IX. "Pickup Date" and "Pickup Time" means the pickup date and pickup time agreed between you and us to pick up your Goods from the Pickup Address at the start date or during the Storage Cage Hire Term;
- X. "Delivery Address" is an address in the Melbourne Metropolitan Area or an address within 20 kilometres of Melbourne CBD where your Goods are delivered at the end date or during the Storage Cage Hire Term;
- XI. "Delivery Date" and "Delivery Time" means the delivery date and delivery time agreed between you and us to deliver your Goods at the Delivery Address during or at the end of the Storage Cage Hire Term;
- XII. "Storage Schedule" means the Storage Schedule which is signed by us and you and which these terms and conditions are printed on the back of or are attached to;
- XIII. "Storage Terms" means the storage terms specified in the Storage Schedule (if applicable);
- XIV. "Storage Cage Hire Charges" means the charges payable to us by you for hiring one or more Storage Cages and (if applicable) the charges for using our Services. These charges are paid by you in advance on a fortnightly basis;
- XV. "Initial Payment" is the first payment made by you at the time of booking of one or more Storage Cages for hire and (if applicable) the charges for using our Services;
- XVI. "Final Payment" is the final payment made by you at the end of the Storage Cage Hire Term and (if applicable) the charges for using our Services;
- XVII. GST means goods and services tax in terms of the A New Tax System (Goods and Services Tax) Act 1999, at the rate prevailing from time to time, including any tax levied in substitution for that tax;
- XVIII. Working Day means a day on which registered banks are open for ordinary over-the-counter banking business in Melbourne, excluding Saturdays, Sunday and public holidays in Melbourne, and excluding any day in the period beginning on 25 December in any year and ending on 5 January in the following year.

2. Storage Cage Hire

- 2.1. These terms and conditions apply in the hire of one or more Storage Cages for the storage of Goods at our Storage Facility. The terms and conditions are applicable from the start date of Storage Cage(s) hire and are valid until the hiring period comes to an end at an end date (i.e. The Storage Cage Hire Term). The start date and end date is mutually agreed between you and us.
- 2.2. On the start date of the Storage Cage Hire Term, we will make available to you in our storage facility one or more Storage Cages, depending upon your storage requirements, to store your Goods. The Storage Cage(s) will be made available at the start of the Storage Cage Hire Term agreed between you and us. During this term you can access the Storage Cage(s) in our Storage Facility to store your Goods. You will arrange your own transport to bring your Goods at our Storage Facility and make your own arrangement to load the Goods in the Storage Cage.
- 2.3. If you do not have access to a transport vehicle capable of transporting your Goods to the Storage facility or require assistance with the loading of Goods in the Storage Cage(s), we may agree to arrange a transport or removals company for the delivery of Storage Cage(s) inside a transport vehicle; loading of Goods in the Storage Cage(s); and its transportation back to the Storage Facility. The delivery of Storage Cage(s) will be made to your Pickup Address on the Pickup Date and as close as possible to the Pickup Time. When Storage Cage(s) are at the Pickup address, they remain inside the transport vehicle at all times whilst the Goods are being loaded and stored inside the Storage Cage(s). The Goods will be loaded in the Storage Cage(s) by using the services of an external removals company. The terms of transportation of the Storage Cage(s) from our Storage Facility to the Pickup Address; loading and storing of Goods inside Storage Cage(s); its transportation back to our Storage Facility; loading charges and other associated labour and transportation costs are governed by separate set of terms and conditions of the removals or transport company agreed between you and that company.
- 2.4. On the end date of the Storage Cage Hire Term, you will vacate one or more Storage Cages hired by you and make your own arrangement to load the Goods into your transport vehicle and transport them from our Storage Facility. If, due to any act or omission by you, you are unable to vacate one or more Storage Cages on the end date of the Storage Cage Hire Term, we may continue to charge you and you may incur the Storage Cage Hire Charges as set out in clause 5.
- 2.5. If you do not have Delivery Address on the Delivery Date and as close as possible to the Delivery Time. When one or more Storage Cages are at the Delivery address, they remain inside the transport vehicle at all times whilst the Goods are being unloaded from them. Goods are unloaded from the Storage Cages by using the services of an external removals or transport company. The terms of transportation of the Storage Cage(s) from our Storage Facility to the Delivery Address; unloading of Goods from the Storage Cage(s) and its transportation back to our Storage Facility; unloading charges and other associated labour and transportation costs are governed by separate set of terms and conditions of the removals or transport company agreed between you and that company.
- 2.6. You agree and acknowledge that:

- (a) You are the legal owner of the Goods and have full knowledge of the Goods that are stored by you in the Storage Cage(s);
- (b) You will not store any unlawful or prohibitive items (including, without limitation, any items that are liquids, perishable, stolen, dangerous or hazardous, explosive, corrosive, illegal or irreplaceable) inside the Storage Cage during the Storage Cage Hire Term;
- (c) You have enough funds to cover the costs of Storage Cage(s) hired by you for the entire duration of Storage Cage Hire Term. The costs include Storage Cage Hire Charges, Initial Payment, Final Payment, (if applicable) costs of removals or transport company and other associated charges communicated to you by us;
- (d) You will be present for the entire duration of time at the Storage Facility, Pickup Address or Delivery Address where the loading or unloading of your Goods from one or more Storage Cages takes place. If the services of a removals company are used for the loading or unloading of your Goods from one or more Storage Cages, this task must be performed under your presence and supervision;
- (e) You will ensure that all your Goods are loaded, organised and protected in the Storage Cages in such a way that it causes no damage to them during the Storage Cage Hire Term;
- (f) You will ensure that all your Goods are safely and securely packed; and they will cause no damage to the Storage Cage(s) or transport vehicle in any way;
- (g) We have no specific knowledge or deemed to have any knowledge of what items you have stored in any of Storage Cage(s) hired by you;
- (h) Once the Storage Cage(s) are loaded with your Goods, you will secure the Storage Cage(s) by using your own secure padlock and keep the key with you at all times. Once the Storage Cage has been locked, we will not be able to access the contents of that Storage Cage without you providing us with the keys to that Storage Cage (unless we become entitled to exercise our rights under clauses 5.8 and 10.2);
- (i) All the items in the Storage Cage(s) are transported and stored in Storage Cage(s) at your sole risk and you are solely responsible for insuring those items (i.e. your own contents) during the Storage Cage Hire Term;
- (j) The value of the Goods (i.e. the value of all your items stored in one of more Storage Cages during the Storage Cage Hire Term) should be declared to us at the time of booking of Storage Cage and before the start of the Storage Cage Hire Term. It should be communicated to us via email or in writing if the value of your Goods changes during the Storage Cage Hire Term. We may specifically ask you to insure your Goods if the total value of all your Goods exceeds \$20,000.00 at any time during the Storage Cage Hire Term. We also reserve the right to refuse your initial Storage Cage(s) booking request and terminate this agreement with immediate effect if you refuse to insure your items when the total value of your Goods exceeds \$20,000.00. In the event of termination of agreement owing to failure to obtain the necessary insurance by you, we will give you 7 days after you receive a request from us to vacate the Storage Cage(s) and transport your Storage Goods from our Storage Facility;

3. Storage, Inspection and Reclaim

3.1 We will:

- (a) store your Goods inside one or more Storage Cages hired by you for this purpose in our Storage Facility during the Storage Cage Hire Term (or for such longer as is required by you);
 - (b) take all reasonable care to ensure that each Storage Cage is secure and is not subject to any physical damage; and
 - (c) ensure that the appropriate security measures are in place at the Storage Facility.
- 3.2 You acknowledge and agree that you will not have direct access to your Storage Cage(s) but must give us 24 hours prior notice that you wish to access your Storage Cages. We may store your Storage Cage(s) anywhere in our Storage Facility and may have to move them in the Storage Facility as necessary to provide you with the access during the Storage Cage Hire Term.
- 3.3 You or any person authorised by you may at any time during our normal business hours and with 24 hours prior notice to us apply to access any Storage Cage we are storing for you at the Storage Facility for the purpose of inspecting or removing or adding any items from or to that Storage Cage.
- 3.4 At the Storage Facility, before accessing your Storage Cage(s) you or a person nominated by you must provide us with a valid photo identification document (such as a driver's licence or passport). When a person is nominated by you to access your Storage Cage(s) on your behalf, we would require a written authorisation from you along with a copy of your valid photo identification document duly signed and dated. In addition the nominated person must also provide his own valid photo identification document. In the event of failure to produce a valid photo identification document we will not grant you or your nominated person access to your Storage Cage(s). In order to access your Storage Cage(s) you or your nominated person will require keys to the padlocks securing your Storage Cage(s). There is no additional fee payable by you for this service. If during the Storage Cage Hire Term there is any outstanding amounts payable to us, you acknowledge that we may elect to not grant you access to your Storage Cage(s) under this clause.
- 3.5 You will ensure the safekeeping of the padlock keys at all times and not grant access to the keys to any person(s) other than your nominated person or us. If your nominated person is entrusted by you for the safekeeping of the padlock keys, you will ensure that your nominated person does not grant access to the keys to any other person at any time other than us. You accept the sole responsibility for all loss or damage that results, directly or indirectly from any unauthorised use of your padlock keys that secure your Storage Cages. If you believe that a person may access your Storage Cages(s) in a manner not authorised by you, you should notify us immediately and take all necessary steps to change the padlocks securing your Storage Cages.
- 3.6 We will make available to you your Storage Cage(s) at the end date of the Storage Cage Hire Term and as close as possible to the agreed time, unless otherwise agreed with you. At the end of the Storage Cage Hire Term you agree to vacate the Storage Cage(s) under clause 2.4.
- 3.7 We reserve the right to move your Storage Cages(s) to an alternative Storage Facility on 30 days' notice in writing to you.

4. One-off Delivery

- 4.1 You may at any time during the Storage Cage Hire Term on not less than 24 hours' prior notice request that we deliver your Storage Cage(s) to a Delivery Address on a Delivery Date and as close as possible to the Delivery Time specified in that notice. If we accept your request, we may agree to arrange a removals company for the delivery of one or more Storage Cages inside a transport vehicle to your Delivery Address and its transportation back to the Storage Facility. If this event takes place you agree to bear the removals and transportation costs in accordance with clauses 2.3 and 2.5. You also agree to pay us in full any outstanding amount due to us pertaining to the Storage Cage(s) hire before the one-off delivery is arranged. We may elect not to arrange the one-off delivery of the Storage Cages(s) if the outstanding amount payable to us is not paid in full.
- 4.2 When one-off delivery is organised on your request you agree and acknowledge that:

- (a) You will not store any unlawful or prohibitive items (including, without limitation, any items that are liquids, perishable, stolen, dangerous or hazardous, explosive, corrosive, illegal or irreplaceable) inside the Storage Cage(s);
- (b) All your Goods are loaded, organised and protected in the Storage Cages in such a way that it causes no damage to them during the remaining Storage Cage Hire Term;
- (c) All your Goods are safely and securely packed; and they will cause no damage to the Storage Cage(s) or the transport vehicle in any way;
- (d) We have no specific knowledge of what items you have packed in any of Storage Cage hired by you;
- (e) You will be present for the entire duration of time when loading and unloading of your Goods from one or more Storage Cages takes place at the Delivery Address. If the services of a removals company are used for the loading or unloading of your Goods from one or more Storage Cages, this task must be performed under your presence and supervision;
- (f) The Storage Cage has been re-secured by using your own secure padlock and you will keep the key with you at all times. Once the Storage Cage(s) has been locked we will not be able to access the contents of that Storage Cage without you providing us with the keys to that Storage Cage (unless we become entitled to exercise our rights under clauses 5.8 and 10.2);

5. Storage Cage Hire Charges

5.1 The Initial Payment is comprised of:

- (a) the initial period where the Storage Cage(s) hire charges calculated on a daily basis from the start of the Storage Cage Hire Term until the 1st or 15th day of the current or following month, whichever comes first;
- (b) the Storage Cage Hire Charges of the fortnight immediately following the initial period as specified in clause 5.1(a) ; and
- (c) the charges (if applicable) of using our Services at the start of the Storage Cage Hire Term.

5.2 The Storage Cage Hire Charges are comprised of:

- (a) the fortnightly charges of Storage Cage(s) hired by you. The fortnightly charges are specified to you before the start of the Storage Cage Hire Term. The fortnightly charges vary according to the size of the Storage Cage(s) hired by you; and
- (b) the charges (if applicable) for using our Services during the Storage Cage Hire Term and for organising the one-off delivery of Storage Cage(s) (if applicable).

5.3 The Final Payment is comprised of:

- (a) the charges (if applicable) for using our Services at the End of the Storage Cage Hire Term; and
- (b) the termination charges of \$100.00 if you wish to terminate this agreement before the scheduled end date of the Storage Cage Hire Term

5.4 You will pay us the Initial Payment at the time of booking of one or more Storage Cages on or before the Pickup Date by cash, card or direct debit. The subsequent Storage Cage Hire Charges are payable in advance on a fortnightly basis on the 1st and 15th day of every month for the duration of the Storage Cage Hire Term by cash, card or direct debit. The Storage Cage Hire Charges are payable until the last fortnight during which the end date of the Storage Cage Hire Term falls. You will also pay us the Final Payment at the end of the Storage Cage Hire Term. You will be responsible for any bank fees or charges we suffer due to your late or dishonoured payment under this agreement and we will add those charges on to the next fortnight payment or Final Payment whichever is due first. All the amounts specified to you during the Storage Cage Hire Term are inclusive of GST.

5.5 You agree to pay transportation or removals charges to an external removals company for the delivery of one or more Storage Cages inside a transport vehicle to your Delivery or Pickup Address; loading or unloading of your Goods from the Storage Cages; and the transportation of the Storage Cage(s) back to the Storage Facility. The transportation and removal charges include transportation and associated labour costs payable to that company.

5.6 If you fail to pay any amount due under these terms and conditions, and have not paid the overdue amount within 7 days after we request payment, we may terminate this agreement (in which case clause 10.2 will apply). You also agree that if you request for the cancellation of the Storage Cage booking on the day of your booked/scheduled Pickup Date, a \$100.00 cancellation charge will apply.

5.7 The minimum term for the Storage Cage Hire Term is one month.

5.8 If storage is intended to be hired for less than a month, just one payment of the whole month is charged at the start of the storage. This clause overrides other clauses which are meant for long term storage.

5.9 You agree that we will have a lien over the items packed in your Storage Cage(s) in respect of any outstanding amounts payable to us under this agreement and we may remove the padlock(s) to and access your Storage Cage(s) and take steps to sell or dump the items in your Storage Cage(s) in order to recover any amount payable by you under this agreement and save on further storage costs. This right is in addition to any other rights of recovery we may have against you.

5.10 We may at any time amend these terms and conditions or Storage Cage Hire Charges set out in the Storage Schedule by providing you with at least 30 days' prior written notice. If we make the amendments under this clause, you may terminate this agreement by providing us with at least 14 Working Days' prior written notice and you will not be liable to pay any further amounts for the remainder of the Storage Cage Hire Term.

6. Insurance

6.1 You are solely responsible for arranging the insurance of your Goods stored in Storage Cages(s) while in the Storage Facility for the duration of the Storage Cage Hire Term. The insurance should cover fire, theft, flooding or any other natural disasters including without limitation insurance against any damage to the Storage Cage(s) or your Goods.

6.2 You are solely responsible for arranging insurance of your Goods stored in Storage Cage(s) while in transit or while in Pickup or Delivery Address, including without limitation insurance against any damage to the Storage Cage(s) or your Goods.

7. Warranties

7.1 We do not warrant or make any representation to you that a Storage Cage is appropriate form of storage or transport for the items which you have chosen to store or transport in one or more Storage Cages.

7.2 You warrant and represent to us that:

- (a) you are the owner of, or otherwise have the right to possession of, all the items stored in one or more Storage Cages hired by you during the Storage Cage Hire Term; and
- (b) none of the items stored in a Storage Cage are prohibited items (including, without limitation, any items that are liquids, perishable, stolen, dangerous or hazardous, explosive, corrosive, illegal or irreplaceable) .

8. Statutory rights and exclusions

- 8.1 Certain legislation including the Trade Practices Act 1974 and other Commonwealth, State and Territory legislation imply warranties and conditions into consumer contracts. These warranties and conditions exist separately from and are not affected by the express warranties in these terms and conditions. Subject to such legislation and to the express warranties contained in these terms and conditions all warranties, conditions and liability implied by law are hereby excluded and we shall not be liable for any direct or indirect loss or damage of any kind arising from the supply of Services.
- 8.2 All the Services are provided to you at your sole risk and responsibility. We will not be liable to you for:
 - (a) any damage or loss suffered by you which is caused by any act or omission of any other person or entity;
 - (b) any damage caused to any items which you have stored in Storage Cage(s), where you have not complied with these terms and conditions (including where you have not safely and securely packed and stored those items in Storage Cage(s));
 - (c) any indirect, consequential, special or economic loss suffered by you if we are in breach of our obligations set out in these terms and conditions.
- 8.3 To the extent permitted by law, if we are found to be liable to you for any reason in relation to the provision of the Services, the maximum liability that we will have to you in respect of all the items stored in the Storage Cage(s) is limited to A\$1,200.00, provided that no payment shall be made until and unless you present us with an itemized schedule of items stored in Storage Cage(s), along with proof of value.

9. Indemnity

- 9.1 You will keep us indemnified against all actions, proceedings, claims, damages, losses and costs which we may suffer, incur or sustain as a result of, or resulting directly or indirectly from, any items you have stored in Storage Cage(s) or any breach by you of these terms and conditions.

10. Termination

- 10.1 You may terminate this agreement at any time by notifying us in writing. Subject to you having paid all amounts outstanding to us at that time and the final payment specified in clause 5, we will make available for your collection the Storage Cage(s) which we are storing for you at the Storage Facility as soon as reasonably possible after receiving such written notification from you. At this stage you will be required to vacate the Storage Cage(s) and transport your Goods from our Storage Facility in accordance with clauses 2.4 and 2.5.
- 10.2 We may terminate this agreement:
 - (a) at any time by giving you 30 days' notice in writing; or
 - (b) with immediate effect by notifying you in writing if you are in breach of any of its terms, which breach cannot be remedied or which (if it can be remedied) you have failed to remedy within 7 days after you receive a request from us to do so.
- 10.3 Upon such termination, you will be required to vacate the Storage Cage(s) and transport your Goods from our Storage Facility in accordance with clauses 2.4 and 2.5. If you do not vacate the Storage Cage(s) and transport your Goods from our Storage Facility within 60 days of receiving such notice, we may remove the padlock(s) to and access your Storage Cage(s) and take steps to sell the items in your Storage Cage(s) in order to recover any amount payable by you or losses suffered by us and save on further storage costs.
- 10.4 If you terminate this agreement prior to the expiry of the Storage Cage Hire Term under clause 10.1, or we terminate this agreement pursuant to clause 10.2, you will be liable to pay to us all amounts which would otherwise be payable by you in respect of the remainder of that Storage Cage Hire Term.

11. General

- 11.1 We agree that we will comply with our obligations under the Victoria data protection principles in respect of any personal information that you provide to us pursuant to these terms and conditions.
- 11.2 Any dispute arising under these terms and conditions or otherwise in relation to the provision of the Services will be governed and dealt with by the law of the State of Victoria, Australia.
- 11.3 This agreement may be executed in one or more counterpart copies which, read together, will constitute one and the same document. Any facsimile copy of any document (including any facsimile copy of any document evidencing our or your execution of this agreement) may be relied on by us as though it were an original copy.
- 11.4 Any written notice required under this agreement (without limiting the means by which notice may be given under this agreement) will be deemed validly given by us to you if delivered by post or by hand to your address recorded in the Storage Schedule. Any notice delivered after 5.00 pm on a Working Day, or at any time on a non-Working Day, will be deemed received at 9.00 am on the next Working Day.

Customer Acceptance

Customer Name: _____

Signature _____

Date: ___/___/___