Self Storage Association of Australasia

Australian Standard Self Storage Licence Agreement
Instruction Sheet for Facility Owners 2025

To prepare your agreement ready for use, update the following agreement template with your company logo and facility details as indicated in grey on the Schedule on the next page.

The Standard Self Storage Licence Agreement is on the following pages.

The Standard Self Storage Agreement consists of three parts:

1. The Standard Self Storage Agreement Schedule (**Schedule**);
2. The Standard Self Storage Agreement Full Terms (**Full Terms**); and
3. The Privacy Policy (NB: this is a separate document).

The FO may also provide the Storer with a copy of Facility Rules which outline the Facility's list of rules/obligations that the Storer is required to follow.

Once the Schedule is properly completed and signed, the Schedule, Full Terms and the Privacy Policy form the Standard Self Storage Agreement between Storers and Facility Owners.

To ensure that the **Standard Self Storage Agreement** is properly completed and legally binding:

Step 1 Ensure that all information requested in each of the following sections of the **Schedule** is properly completed:

- Storer Details
- Alternate Contact Person
- Storage Details and Termination Notice Period
- Storage Costs
- Insurance
- Credit Check and Reporting Consent

Step 2 Provide the Storer with the **Schedule, Full Terms, Privacy Policy** and **Facility Rules** (if applicable) and ensure that they have sufficient time to read the documents and ask any questions.

On-site (in person) sign up: If the Storer is entering into the **Standard Self Storage Licence Agreement** on-site (i.e. at the Facility), then the Facility should provide the **Schedule, Full Terms, Facility Rules** (if applicable) and **Privacy Policy** to the Storer (either by providing copies (e.g. laminated copies) of the **Full Terms** or displaying the **Full Terms** in a legible form) and allow the Storer as much time as they require to read them and ask any questions.

Remote (online) sign up: If the Storer is entering into the **Standard Self Storage Licence Agreement** online, Facility Owners should ensure the **Full Terms, Privacy Policy** and **Facility Rules** (if applicable) are readily available for the Storer to read and that the Storer is expressly directed to read and accept them before entering in the **Standard Self Storage Licence Agreement**.

Step 3 Once the **Schedule** is complete and the Storer has read the **Full Terms** and **Privacy Policy**, ask the Storer to:

- complete the "AGREEMENT" section of the **Schedule** by ticking **each of the tick boxes**; and
- sign and date the **Schedule**.

Step 4 The Facility Owner or its authorised representative should then:

- sign the **Schedule** (if using a printed version);
- make a copy of the **Schedule**; and
- give one copy of the signed **Schedule** to the Storer and keep the other copy with the Facility Owner's records (or save a copy to the Facility's software if remote sign up).

Step 5 Whether signing up remotely (online) or in person (on-site), an **email should then be sent** to the Storer which includes a copy of the Standard Storage Agreement, Privacy Policy and Facility Rules (if applicable) to retain for their records.

NB: Emailing a copy provides the Facility Owner with a way to check that the email address provided by the Storer is correct.

Insert facility logo	Add company / trading name	ABN	Self Storage Association of Australasia
	Address	Phone	
	Email	Website	

PERSONAL INFORMATION COLLECTION NOTICE

By completing this form, you will provide us with personal information. We collect this information so we can process your application for storage at our facility and to manage our relationship with you. If you do not provide us with this information, we cannot offer you storage at our facility or communicate further with you. Our Privacy Policy sets out how we manage your personal information. If you have any questions about our privacy processes (including access, correction and/or complaints) please contact email.

STORER(S) DETAILS			**Agreement Number:**
Individual: ☐ Ms ☐ Mrs ☐ Mr ☐ Other:	**First name:**		**Last name:**
Second individual: ☐ Ms ☐ Mrs ☐ Mr ☐ Other:	**First name:**		**Last name:**
Company name/Trading as:			**ACN:**
Home / business Address:			**Postcode:**
Postal address:			**Postcode:**
Phone number(s):	**Home:**	**Mobile:**	**Work:**
Email:			**ID verified:** ☐

The Facility Owner named above (FO), will send all correspondence, including any notices required under this Agreement, electronically by text to the mobile number above and/or by email to the email address above, unless this box is ticked: ☐ I/we do not want to receive notices / correspondence by electronic means.

ALTERNATIVE CONTACT PERSON (ACP) ☐ Ms ☐ Mrs ☐ Mr ☐ Other:	You must provide the details of an ACP. Your ACP is authorised under the Agreement to access the Space. You must advise us within two (2) business days if your address or contact details (or those of your ACP) change.		
First name:	**Surname:**		
Home address:			**Postcode:**
Home phone number:		**Mobile:**	**Email:**

STORAGE DETAILS AND TERMINATION NOTICE PERIOD			
Facility (Location):			**Space #:**

Storage Period: From ***(insert dates)*** _____ to _____ initially (**Fixed Period**), and then extended automatically until the expiry of ***(insert period)*** ____ days from the date that either the FO or the Storer gives written notice to the other party of its intention to terminate this Agreement (**Termination Notice Period**).

STORAGE COSTS	**All Fees include GST, except the Deposit and Late Payment Fee.**	
Security Deposit:	$	(payable upon signing)
Storage Fee:	$	per week / fortnight / calendar month, scheduled payment date is the ____ day of the month
Cleaning Fee:	$	
Late Payment Fee:	$	applied ____ days after due date
Other Fees (as specified below by FO)		
Cleaning Fee:	$	payable:
Late Payment Fee:	$	payable:

INSURANCE

I/we consent to the FO contacting me/us about any available Customers Goods Insurance or Customer Protection offering. If such an offer is available, further information about the coverage offered will only be provided on request. I/we understand that before making any decision to purchase any such offering I/we must carefully read the relevant Product Disclosure Statement or seek independent advice to ensure the offering is suitable for me/us.

Select one of the following:

☐ I/we have adequate insurance for the Goods that we are storing and will provide details of this coverage if required.

OR

☐ I/we don't have insurance and understand that if the Goods are lost or damaged I/we may have to bear that loss. Further, that if my/our Goods cause any damage or loss then I/we may be liable for such damage or loss.

Signed on behalf of the Storer(s): _____

CREDIT CHECK AND REPORTING CONSENT

I/we acknowledge that the FO may undertake a search of my/our details against the StorerCheck database or with any other applicable credit reporting or identity verification agency, and release my/our details and personal information to StorerCheck or other agency, or where the FO considers appropriate, to a debt collection agency pursuant to clause 13.

Signed on behalf of the Storer(s):

_____

HOW DID YOU HEAR ABOUT US	**CUSTOMER TYPE**
☐ Google ☐ Website ☐ Signage ☐ Social media ☐ Referral ☐ Previous Storer ☐ TV/Radio ☐ Other:	☐ Residential ☐ Business ☐ NFP

CONTACT OPT-OUT ☐ I/we **DO NOT** want to be contacted for promotional or feedback purposes after this Agreement expires or is terminated.

****PLEASE READ THE FULL TERMS CAREFULLY AS BY SIGNING BELOW YOU WILL BE BOUND BY THEM****

CONSENT, ACKNOWLEDGEMENT AND AGREEMENT

A. Facial Recognition Technology Consent

☐ I/we expressly consent to an image(s) of my/our face(s) being captured via the use of Facial Recognition Technology (if applicable).

B. Acknowledgement and agreement

I/we acknowledge and agree that:

☐ I/we have been provided with reasonable access to, and have read or had the opportunity to read, the Full Terms of this Agreement;

☐ by signing below, I/we will be deemed to have read, understood and agreed to be bound by the terms and conditions of this Agreement and the Privacy Policy;

☐ if I/we fail to comply with my/our obligations under this Agreement (including the obligation to pay the Storage Fees when required) the Goods may be sold and/or disposed under clause 13(a)(6).

Signed by the Storer(s) *NB: If Storer is a company, two signatures may be required (unless the company has a sole director / secretary).*

_____ *Signature of individual or company director*

_____ *Signature of second individual (if applicable) or director / secretary (if applicable)*

Date: ___ / ___ / 20___

Accepted by Facility Owner

Signed for or on behalf of the FO:

_____

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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.

"**ACP**" means Alternative Contact Person.

"**Agreement**" means this standard self storage licence agreement, 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 Your 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.

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

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

"**Facility Rules**" means the rules of conduct, any operational rules 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:

(a) are incurred by Us:

(b) We reasonably determine are chargeable to You; and

(c) 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:

(a) *Australian Consumer Law and Fair Trading Act 2012* (Vic);

(b) *Uncollected Goods Act 1995* (NSW);

(c) *Disposal of Uncollected Goods Act 1967* (Qld);

(d) *Unclaimed Goods Act 1987* (SA);

(e) *Disposal of Uncollected Goods Act 1970* (WA);

(f) *Uncollected Goods Act 2004* (NT); and

(g) *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

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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

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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, must strike an appropriate balance between the personal privacy of individuals using or visiting Facility premises, maintaining a secure environment and the objective of recording incidents;
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,

(c) We must indemnify and hold harmless You in respect of any loss, damage, or injury (as applicable) to You, where such loss, damage, or injury is caused by Our (and/or any of Our Indemnified Party's) wilful misconduct, negligent omission, fraud or criminal conduct.

(d) Each party:

1. is not entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once for the same liability or breach of this Agreement; and
2. shall not be liable under this Agreement for any indirect, consequential, special or incidental loss or damages;

(e) Each party's liability for any loss, damage, or injury (as applicable) under this Agreement will be reduced proportionally to the extent that any act or omission by the other party contributed to the relevant loss, damage or injury.

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(f) You acknowledge that this clause is a fundamental term of this Agreement as the risk and liability allocation has been factored into the Fees and Our operations would not be viable on any other basis.

13. Consequences of Default

(a) In the event of Your Default (such as any Fees becoming overdue or You failing to comply with Your obligations under clause 4) under this Agreement, We may (but are not obliged to), without any liability to You for any loss or damage and without limiting any other rights under this Agreement (including the right of termination), take any of the following Default Actions:
   1. apply the Security Deposit in respect of any Incurred Fees as provided in clause 3(a)(1);
   2. deny You access to the Space and/or the Facility until the Default is remedied, including by applying a padlock or other device to the Space;
   3. claim a contractual lien over all Your Goods ("**Contractual Lien**") and You agree to grant us the Contractual Lien;
   4. access the Space, by force if necessary, to take possession of the Goods stored in the Space (noting that, for the purposes of the PPSA, We are deemed to be in possession of the Goods stored in the Space from the moment We exercise our rights pursuant to this clause);
   5. report You to, without limitation, StorerCheck, debt collection agency, credit reporting agency, law enforcement agency or government authority as applicable (subject to Our Privacy Policy);
   6. provided that a minimum of forty-two (42) days have passed since the date of Your Default, and We have given You at least fourteen (14) days' notice (to allow You to rectify Your Default if it is rectifiable):
      A. sell the Goods in one or more lots by private arrangement or public auction (whether conducted online or in person), subject to any superior rights of third parties under the PPSA; and/or
      B. dispose of the Goods in whole or in part, in any manner We deem fit, where the Goods remain unsold after being offered for sale or are unsaleable for any reason (including posing a health and safety risk) or appear of insufficient value to warrant a formal sale process.

   This clause 13(a)(6) will only apply to the extent the relevant Uncollected Goods Legislation allows parties to contract out of it.

(b) In respect of clause 13(a)(6):
   1. If We believe it is a health and safety risk to conduct an inventory of the Goods, We may take the Default Action under paragraph (B) without undertaking such an inventory. In such circumstances, We will not open any boxes or bags in which Your Goods are contained and will dispose of all Goods unopened.
   2. Any funds We recover from the sale will be applied to pay any Fees You owe Us, including the Default Action Costs. In the event of excess funds, We will endeavour to return any balance to You within thirty (30) days from the date of finalising Your Account. However, where We cannot locate You or Your ACP using the contact details provided and the excess funds are determined to be unclaimed monies under the relevant Uncollected Goods Legislation, we will act in accordance with the requirements of the relevant legislation.

(c) You consent to any Default Action being taken under this clause 13, regardless of the nature or value of Your Goods and agree not to impede or cause any obstruction to enforcement of Our rights (other than remedying Your Default).

(d) Your Default under one agreement with Us will constitute a Default under all agreements between You and Us and will entitle Us to take a Default Action in accordance with this clause 13 (Consequences of Default) as if it applies *mutatis mutandis* (with things changed that should be changed) to each of Your agreements with Us.

14. Unforeseen Events

On occurrence, or reasonably anticipated occurrence (such as further to an official weather warning from the relevant authorities), of an Unforeseen Event:

(a) You must comply with all Our reasonable directions;

(b) each party:
   1. must comply (and must direct any of its associates to comply) with all directions from a government department, law enforcement agency (including police), and/or insurer; and
   2. may, in consultation with the other party and subject to a continuing Unforeseen Event, terminate this Agreement on giving a reasonable notice in writing (which could be with immediate effect if it is reasonable in the circumstances) to the other party.

(c) We may:
   1. suspend this Agreement and the parties' rights and obligations under it for up to thirty (30) days to allow Us to assess and remedy any damage (and no Storage Fees will be payable during the suspension);
   2. take all actions reasonably necessary to minimise the damage to the Space and/or Facility caused by or incidental to the Unforeseen Event; and
   3. if it is reasonable to do so, offer You an alternative space elsewhere in the Facility.

(d) Where Your Goods in the Space are severely damaged or, in Our reasonable opinion, pose any risk to Us, the Facility or any third party, You consent to Us disposing of such Goods without any liability to You upon giving You a written notice. Where practicable and safe to do so, You agree to attend the Space at any reasonable time specified by Us, and (if required by Us) You will inspect the Goods in the Space for damage and/or clear out the Space as soon as possible and within any reasonable period specified by Us.

15. Termination

(a) Subject to clause 16 (Effect of Termination), this Agreement may be terminated:
   1. **Termination without cause:** after the Fixed Period has ended, by either party giving written notice to the other party for a period not less than the Termination Notice Period;
   2. **Termination for Cause:** by either party immediately (which may be confirmed by a subsequent notice in writing):
      A. in the event of any Default under this Agreement by the other party, which is not capable of being remedied (including, where We determine, acting reasonably, that Your and/or Your Associate's behaviour and/or use of the Space and/or the Facility is illegal, environmentally harmful, antisocial, threatening or offensive);
      B. upon giving a written notice to the other party to remedy a Default (including any Fees becoming overdue) under this Agreement and the other party fails to remedy the Default within fourteen (14) days of receiving notice;
   3. **Termination due to Variation:** by You in accordance with clause 20(b); or
   4. **Termination due to Unforeseen Event:** by either party in accordance with clause 14(b)(2).

(b) If You purport to terminate this Agreement without giving the written notice to Us, termination will be deemed ineffective.

16. Effect of Termination

Termination of this Agreement does not affect any accrued rights or liabilities of the parties. Upon valid termination of this Agreement:

(a) We will refund or set off (as applicable) the amount of any Storage Fees paid by You in advance for any future whole month that has not yet commenced; and

(b) You must:
   1. pay any outstanding Fees and any other amounts payable by You under this Agreement; and
   2. vacate the Space of all Goods, return to Us any of Our property, and leave the Space in a clean condition in accordance with the Facility Rules within twenty-four (24) hours from termination unless otherwise agreed with Us in writing.

(c) If You breach clause 16(b), We may:
   1. deduct the amount from the Security Deposit in accordance with clause 3(a)(1) (Fees); and
   2. in respect of any shortfall, take any Default Action under clause 13 (Consequences of Default).

17. Disposal of Abandoned Goods

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If You leave any of Your Goods or any other goods unattended outside of Your Space at the Facility ("**Abandoned Goods**") in breach of the Facility Rules or fail to collect Your Goods within seven (7) days of termination of this Agreement, You authorise us to dispose (including by sale) of the Abandoned Goods (regardless of their nature or value) upon seven (7) days' written notice without any liability to You and without having any obligation to inspect and/or value the Goods.

18. Alternative Contact Person (ACP)

You:

(a) warrant that You have the ACP's consent to disclose the ACP's Personal Information to Us and that the ACP is authorised to act as Your agent whose decisions in relation to this Agreement will be legally binding on You; and

(b) without limiting clause 18(a), authorise Us to, at Our discretion:

1. discuss any matter relating to this Agreement with the ACP, including confirming Your latest known contact details; and
2. in the event of You being absent, unwilling or unable to remove Your Goods when required to do so under this Agreement, allow the ACP to access the Space and remove Your Goods on terms agreed between Us and the ACP, whether before or after termination of this Agreement.

19. Notices

(a) A notice to a party under this Agreement must be in writing and emailed to that party's email address or texted to that party's mobile phone number specified in the Schedule (unless You have indicated that you decline to receive notices electronically, in which case the notice can be handed to You or Your ACP or posted to Your latest known address). In the event two or more sets of contact details are provided in the Schedule, it will suffice to give notice in writing to any one of them.

(b) A notice given in accordance with this clause must be treated as having been given and received on the day it is handed, emailed or texted or three (3) business days after the notice has been posted by mail.

(c) Details of any change to a party's (or an ACP's) contact details must be notified to the other party within two (2) business days of the change occurring.

20. General provisions

(a) **Assignment:** The rights granted under this Agreement are personal to You and You may not deal (including via change of control) with Your rights and obligations under this Agreement without Our written consent. Any purported dealing is deemed ineffective. You consent to Us dealing (including via change of control) with Our rights and obligations under this Agreement without prior notice to You (as seeking such consent from multiple Storers would be impractical, among other things).

(b) **Variation:** We may vary this Agreement by giving You at least twenty-eight (28) days' written notice of the variation pursuant to changes in applicable laws, market conditions and/or legitimate business interests (including for the proper operation, management, refurbishment or redevelopment of the Facility that may require Us to relocate You to another space (of similar dimensions) within the Facility or make any Fee adjustments). If You object to the variation, You may, before the expiration of the specified notice period, terminate this Agreement by giving no less than twenty-four (24) hours' written notice to Us.

(c) **Counterparts:** This Agreement may be executed using electronic signatures and exchanged or delivered electronically and such execution, exchange and delivery will be legally binding in any number of counterparts.

(d) **No implied waiver:** A failure and/or delay by a party to exercise a right under this Agreement resulting from a breach by the other party does not amount to a waiver of that breach or of any future breach of the same kind.

(e) **Severance:** If a provision, or part of a provision, in this Agreement is held to be illegal, invalid, void, voidable, or unenforceable, then that provision, or part of a provision, must be read down to the extent necessary to ensure that it is valid and enforceable. Where it is not possible to so read down a provision, or part of a provision, then that provision, or part of a provision, is severable without affecting the validity or enforceability of the rest of this Agreement.

(f) **Entire agreement:** This Agreement records the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between them (whether written or verbal).

(g) **Governing law and jurisdiction:** The law of the state in which the Facility is located applies to this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction and of the Commonwealth of Australia.

(h) **Disputes:** If a dispute arises between the parties under this Agreement, the parties must attempt to settle the dispute with one another before instituting any legal proceedings.

(i) **Survival:** Provisions of this Agreement which by their nature are meant to continue to run beyond the termination or expiry of this Agreement will survive its termination or expiry.

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